REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR SURVEY SERVICES

South Orange County Community College District (SOCCCD) is inviting Proposals from qualified firms, partnerships, corporations, associations, or professional organizations to provide surveying services for various projects over a period five years.

If you would like to submit a response to this Request for Qualifications, please send five copies of requested materials to:

South Orange County Community College District
Facilities Planning & Purchasing
Health Sciences Building
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Brandye K. D’Leno

Questions regarding this RFP may be directed to Brandye D’Leno, Director of Facilities Planning & Purchasing, at (949) 582-4678.

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

1:30 PM, Wednesday, April 28, 2010

Late proposals will not be considered
INTRODUCTION

SOCCECD is seeking qualified providers of Surveying services for new construction, renovation, and planning services for Saddleback College, Irvine Valley College and ATEP. The projects costs are estimated to range from $200,000 to $55,000,000. Projects listed in the attachment as current projects are expected to commence upon Board of Trustee approval anticipated at the May 24, 2010, meeting.

A general description of the requirements for services is contained in this Request for Proposals under the "Scope of Work" portion of this RFQ&P. A copy of a draft contract is also attached.

The District reserves the right to negotiate the scope and cost of any proposal submitted. All submittals shall be in the form and formatted as specified in this RFP section titled "Instructions for Submitting Qualifications and Proposals".

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.

GENERAL INFORMATION

The selection process may include follow-up interview(s). Selection of pool candidates is expected to be completed by May 4, 2010. If the District determines it to be in their best interest, interviews may be arranged following this selection.

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

Scope of Work

SOCCECD is seeking qualified providers of surveying services for various projects. Selected firms will be qualified for a pool from which the District will draw services for the next five years. Within this selection process certain firms identified for the pool will be considered and assigned to current projects as listed herein. The proposal process for the current, listed projects will require the applicant to conduct a site visit and prepare a proposal.

The exact scope of services required by the District will be set forth in the Agreement between the District and the surveying firms. Find attached a draft copy of the District’s Standard Agreement. This will be developed for the specificity of the assigned project. Firms are expected to identify in their proposal, those items in the Agreement for which they would like to request modification.
BACKGROUND INFORMATION

It is the District’s intent to complete their review of proposals and make a recommendation to the Board of Trustees for approval on May 24, 2010. Notice to Proceed for the current projects will be issued immediately upon receipt from the Consultant of required contracts and documentation. Based on this schedule, the survey documents should be submitted to the District by the end of June, 2010.

Scope of Work:

The District plans to engage a site survey consultant to perform some or all of the following tasks:

1. 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.

2. 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.

3. 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.

4. Identify building footprint (existing or adjacent as applies to the project) as well as roof overhang(s) and label accordingly.

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

6. 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 walkway(s).

7. 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.

8. 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:

   (a) Electromagnetic locator – Used for designating conductive targets or those with tracer wire.
RFQ&P Survey Services

   (b) Ground Penetrating Radar – Used for designating nonconductive targets. The success of this equipment is dependent on soil type.
   (c) Push-rodder type CCTV camera – Used for inspecting and or locating sewer lines and service laterals.

9. 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.

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

11. Provide hard copy survey documents on 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.

12. Provide digital copies of the survey documents in AutoCAD format and adobe acrobat format on a CD or thumb drive.

13. Provide survey control, survey benchmark tie to coordinate system at associated College

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

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

Projects:

Listed below are some of the potential projects that may require survey work over the course of the next five years

**SADDLEBACK COLLEGE**

**SCIENCES BUILDING**
The overall project budget is anticipated at $55,398,000 with an anticipated start of early/mid 2011.

**MATH/SCIENCES/ENGINEERING BUILDING**
The overall project budget is anticipated at $28,235,000 with an anticipated start of early/mid 2013.

**LOOP ROAD**
The overall project budget is not yet finalized with a start of April 2010. Additional information for this project is attached and will require a proposal included in the response to the RFQ &P if consultant desires to provide services on this project.
RFQ&P Survey Services

M/S/E PLAZA RENOVATION
The overall project budget is $5,081,000 with no identified project start date.

BRIDGE REPLACEMENT PROJECT
The overall project budget is $1,700,000 with a start of April 2010.

IRVINE VALLEY COLLEGE

FINE ARTS BUILDING
The overall project budget is anticipated at $38,229,000 with an anticipated start of early/mid 2011.

BARRANCA ENTRANCE
The overall project budget is not yet finalized with a start of April 2010. Additional information for this project is attached and will require a proposal included in the response to the RFQ &P if consultant desires to provide services on this project.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Provide information in this order:

1. **Cover Letter** - A maximum one-page, dated Introductory Letter must be submitted including the legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm.

2. **Table of Contents** - A Table of Contents of the material contained in the proposal 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)

4. **Narrative** - Provide a Narrative on the individuals that may be assigned to the various projects and identify those that will be provided for the proposals identified within this RFQ&P as currently requiring services. Include the following:

   a. **Experience** - Describe experience including the scope of relevant projects, description, and construction costs for relevant projects in the last three years. Provide professional registration and affiliations. Provide contact names and phone numbers for each project. Describe your experience with the Division of
State Architect (DSA), the State Fire Marshal or any other local agency that seems appropriate to the project. (One page)

b. **Personnel** - Include resumes/vitae of personnel, including sub-consultants, who would likely be assigned to this project. **Specifically define the role of each person and outline his or her individual experience.** Indicate who would serve as the primary contact for SOCCCD. Provide name and professional qualifications of registered principal responsible for this project. Identify the level of principal participation. If the firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (No more than one page/person)

c. **Services** - Define which services will be provided in-house and those for which you will hire consultants. Define the number of years you have worked with each consultant proposed as part of your potential project team. (One page maximum)

d. **Additional Data** - Provide additional information about the firm as it may relate to this RFP. Include letters of reference or testimonials. Indicate ongoing professional education of staff and total number of permanent employees. (Include as an appendix if desired)

e. **Professional Fees** - In a sealed envelope: Provide proposal fees for projects identified within this RFQ&P as currently requiring services. Provide a separate schedule defining hourly rates for the various levels of professionals (i.e. Principal, Director, Senior Project Manager, etc.) costs for the items listed in the scope of work. Fee proposals shall include costs for all required overhead expenses including insurance. **Be thorough and specific as this will form the basis of any contract negotiations for services.**

f. **Agreement Review** - Review and comment on the any proposed modification to the attached draft Agreement. Recommend additional work scope if appropriate to allow for improved final outcome for the District.

g. **Certification** - Complete, sign, and date the **CERTIFICATION - REQUEST FOR PROPOSAL** enclosed with this RFP.

RFPs should be complete and be prepared to provide an insightful, straightforward, and **concise** overview of the capabilities of your company. **Any proposal received after the due date and time will not be considered or reviewed. The emphasis of your proposal should be on completeness and clarity of content.**
RFQ&P Survey Services

Basis of Award

The award of the contract will be based on criteria and guidelines established by the District. The award 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.

The successful firm must demonstrate:

- Extensive experience and knowledge in providing survey information
- When responding for current projects: the ability to meet established project milestones dates

Miscellaneous

1. General information about SOCCCD may be found at http://www.socccd.edu.

2. All proposals shall remain for ninety days following closing date for receipt of proposals.

3. The District reserves the right to award assignment to the pool and contract award for specific projects to the firm(s) who present the proposal(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.

4. Selection will be made on the basis of the proposals as submitted. The selection committee may deem it necessary to interview applicants. If so, the District retains the right to interview applicants as part of the selection process.

5. 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 District Office of Facilities, Planning and Purchasing.

6. All materials submitted in response to this Request for Qualifications shall become the property of South Orange County Community College District and shall be considered a part of Public Record. The District reserves the option to retain all proposals, whether selected or rejected.

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

REQUEST FOR QUALIFICATIONS AND PROPOSALS

I certify that I have read the attached Request for Qualifications and Proposals - Surveying Services, and the instructions for submitting an RFQ & P. The undersigned hereby proposes and agrees to furnish any and all required labor, equipments, material, transportation, insurance, and incidentals necessary to provide quality site survey services pertaining to this solicitation in accordance with the terms and conditions of the Request for Proposal; as proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal 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 further certify that I must submit five copies of the firm's Proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

__________________________________________
Signature

__________________________________________
Typed or Printed Name

__________________________________________
Title

__________________________________________
Company

__________________________________________
Address

__________________________________________
Address

__________________________________________
Telephone

__________________________________________
Fax
Attachment A – Current Projects

Saddleback College Loop Road Project

In an effort to consolidate pedestrian foot traffic to the interior of the campus and reduce pedestrian vehicular interaction, the District is considering a re-route of traffic to a perimeter loop road that will extend the existing loop road to the eastern portion of campus. Ancillary jogging and pedestrian sidewalks and landscaping are also being considered. Phase I involves investigation to determine the overall scope of the project including survey of the proposed site. The length of the proposed road is approximately 3,500 feet. Topography shall include a 50 foot adjacency on one side of the road and a 100 foot adjacency on the other. Attached is a map in pdf format showing an approximate alignment.

Irvine Valley College Barranca Road Entrance

This entrance is an extension from Barranca Parkway and will provide a connector road from the campus to Barrance Parkway. This new road will help to eliminate congestion in other areas of campus, providing greater accessibility to the southern campus area. Phase I involves investigation to determine the overall scope of the project including survey of the proposed site. Attached is an aerial photograph depicting the location of the proposed improvement.
AERIAL VIEW
IRVINE VALLEY COLLEGE – BARRANCA ENTRANCE

PROPOSED ENTRY LOCATION
PROTECTED AREA
Attachment B - Draft Agreement
CONSULTANT AGREEMENT—SURVEY SERVICES

This AGREEMENT is hereby entered into between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Name, Address, Phone, 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 experienced and competent to perform the special services required;

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - SERVICES TO BE PROVIDED BY CONSULTANT:

1. The CONSULTANT's services shall consist of those services performed by the CONSULTANT, CONSULTANT's employees and CONSULTANT's sub consultants as enumerated in Articles II and III of this AGREEMENT.

2. The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

3. The services covered by this AGREEMENT shall be completed within X month(s) of the date of this AGREEMENT.

ARTICLE II – SCOPE OF CONSULTANT’S SERVICES

1. Preparation of topographical survey of the subject Project Name:
   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.
   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 adjacent building footprints as well as roof overhang and label accordingly.

e. Identify adjacent building finish floor elevation and top of paving elevation at all exterior door thresholds.

f. Location and elevation of adjoining sidewalks, curbs and gutters for those adjacent to the project site.

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

2. Provide hard copy survey documents on 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.

   a. Provide digital copies of the survey documents in AutoCAD format and adobe acrobat format on a CD disk.

3. Provide survey control, survey benchmark tie to coordinate system at Irvine Valley Community College

4. Grid adjacent parking lot at 25 feet on center.

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

ARTICLE III - ADDITIONAL CONSULTANT’S SERVICES

1. The CONSULTANT shall be given additional compensation for the services described in Article III.

2. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT’s control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:

   a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.

   b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT’s schedule.

   c. Providing services after issuance to the DISTRICT of the final certificate for payment except as provided in Article VIII, paragraph 6.
d. Providing services of consultants for other than those listed Article II of this agreement.

e. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted survey practice.

ARTICLE IV - TERMINATION

DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

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 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. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. 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.

ARTICLE V - COMPENSATION

1. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Dollar Amount written and No/100 Dollars ($xxx.00) upon satisfactory completion of the services. Reimbursable allowance equals dollar amount written dollars and No/100 ($xx) for a total contract amount of $xxxx.

a. Services shall be billed monthly as the work progresses on a percentage of completion basis to be mutually agreed upon at the end of each month. Invoices shall be considered delinquent 60 days of after receipt.

b. 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 sixty (60) days after the invoice date shall bear interest at the legal rate prevailing at the time for Orange County, California.

c. 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 shall be computed at standard hourly rates listed in Exhibit A.
d. 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.

e. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Consultant and Consultant’s employees and consultants in the interest of the Project.

f. 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 and meals are excluded.

g. 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 including overnight/courier services are reimbursable upon DISTRICT’s prior written approval.

h. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1 %) times the expenses incurred by the Consultant, the Consultant’s employees and consultants in the interest of the Project.

i. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1%) times the amounts billed to the CONSULTANT for such services.

ARTICLE VI – INDEMNITY AND INSURANCE

1. Hold Harmless: To the fullest extent permitted by law, CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

   a. any and all claims under workers’ compensation acts and other employee benefit acts with respect to CONSULTANT’s employees or his/her subcontractor’s employees arising out of CONSULTANT’s work under this AGREEMENT; and

   b. any and all claims for damages because of personal injury or death or damages to property, or other costs and charges, directly or indirectly arising out of or attributable to, in whole or in part, to CONSULTANT’s negligent acts, errors and/or omissions in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions of CONSULTANT’s sub consultants, employees either directly or by independent contract, or agents in the performance of their obligations as stated in this AGREEMENT whether said injury or damage occurs either on or off DISTRICT’s property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and
c. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONSULTANT's performance and shall survive the expiration or termination of this AGREEMENT until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.

2. CONSULTANT shall purchase and maintain 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.

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

i. owned, non-owned and hired vehicles;

ii. blanket contractual;

iii. broad form property damage;

iv. products/completed operations; and

v. personal injury.

c. 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. 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.
e. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

f. CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

g. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

ARTICLE VII - MISCELLANEOUS

1. **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/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 with respect to CONSULTANT's employees.

2. **Materials.** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

3. **Originality of Services.** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

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. 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.

5. **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.
6. **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 operations covered by this AGREEMENT or accruing out of the performance of such operations.

7. **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.

8. **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.

9. **Entire Agreement/Amendment.** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

10. **Affirmative Action Employment.** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

11. **Non Waiver.** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

12. **Notice.** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) Scanned and emailed with acknowledged receipt by recipient or (c) 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 or acknowledged via email 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

**DISTRICT:**
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Gary Poertner, Deputy Chancellor

**CONSULTANT:**
Name  
Address  
Attn: Contact

13. **Interest.** 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.
14. **Severability.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

15. **Governing Law.** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

**THIS AGREEMENT IS ENTERED INTO THIS ___ DAY OF ________, 2010.**

South Orange County Community College District

Name

By: ________________________________

Gary Poertner

Deputy Chancellor

By: ________________________________

Signature

Taxpayer Identification Number ____________________________