

ATTACHMENT C

MASTER SERVICES AGREEMENT FOR CONSTRUCTION COST ESTIMATING SERVICES

This MASTER AGREEMENT FOR DISTRICT-WIDE CONSTRUCTION COST ESTIMATING SERVICES ("Agreement") is made and entered into this _____th day of _____, 2017 ("Effective Date"), by and between the **NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT** (hereinafter referred to as "District"), and _____ (hereinafter referred to as "Consultant"). The District and the Consultant are sometimes referred to herein as a "Party" and collectively as the "Parties". This Agreement is made with reference to the following facts:

RECITALS

A. WHEREAS, District is a community college district duly organized and validly existing under the laws of the State of California.

B. WHEREAS, Consultant is a company duly organized under the laws of the State of California. Consultant represents it has the background, knowledge, licensing, experience and expertise necessary to provide the services set forth in this Agreement.

C. WHEREAS, District and Consultant desire to enter into this Agreement for Consultant to provide construction cost estimating and related services, as further described herein below, to accomplish the District's goals of building new facilities and improving existing buildings, facilities, utilities, and campuses, and to provide sufficient space and technology to serve its students and the surrounding communities ("Services"). Such Services shall be performed in accordance with all of the documents that form this Agreement, any Task Order issued hereunder, and all documents that form a part of **RFP # _____**, all of said documents incorporated herein by this reference as if set forth at length herein.

D. WHEREAS, the funding authority set forth herein is not an estimate of the value of Task Orders that will be issued under this Agreement, if any, and does not constitute an express or implied representation or promise by the District that Consultant will be offered or provided the opportunity to perform Services under this Agreement. Consultant represents and warrants that it understands that the District will simultaneously enter into substantially identical and/or similar agreements with other Consultants to perform the same type of Services that Consultant has agreed to perform under this Agreement.

D. WHEREAS, Individual Task Orders, if any, issued under this Agreement will be based upon the Consultant's response to a Request for Services from the District and will contain its own estimated value, scope and period of performance. There are no limits to the number of Task Orders issued, if any, within the funding authority under this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, the foregoing Recitals are all incorporated into this Agreement as terms and conditions hereof, and in consideration of the mutual promises and covenants contained herein, and other valuable consideration, receipt of which is hereby acknowledged by their signatures below, it is mutually agreed by and between the undersigned as follows:

ARTICLE I

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. The initial duration of this Agreement will be **three years** from the Effective Date, subject to two (2) one (1) year options exercisable at the District's option and in its sole discretion. Pursuant to

Education Code section 81644, this Agreement cannot extend beyond five years from its Effective Date.

2. Consultant's Services, and those services performed by Consultant's employees, subcontractors and sub-consultants, shall be performed competently, promptly and completely as required by the terms, standards and conditions set forth in this Agreement and as set forth in any Task Order issued hereunder. If this Agreement, and/or a Task Order issued hereunder does not expressly set forth the standard and manner by which the Services are required to be performed, then Consultant and Consultant's employees, subcontractors and sub-consultants shall perform such service in a manner that is consistent with professional skill and care of like professionals performing like services in California so as to not delay the orderly progress of the construction and/or other related work.

3. In addition to those representations, warranties and certifications made by Consultant as part of the RFP procurement, Consultant makes the following certifications, representations, and warranties for the benefit of the District, and Consultant acknowledges and agrees that the District, in deciding to engage Consultant pursuant to this Agreement, is relying upon the truth and validity of all such certifications, representations, and warranties, including the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Consultant's engagement hereunder:

- a. Consultant is qualified in all respects to provide to the District all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, Consultant has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for hereunder.
- b. Consultant, in providing the Services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

4. Consultant, upon receiving a notice to proceed from the District, shall be prepared to start providing Services within 24 hours and shall provide the District the Services and advice requested in a Task Order issued hereunder. The specific nature, extent and duration for such Services and advice will be set forth more particularly in a Task Order, a sample of which is entitled Exhibit "A" and attached hereto and incorporated herein by this reference. The Parties agree to be bound by all of the terms and conditions set forth in this Agreement and any and all Task Order(s). All Task Orders shall be governed by the terms and requirements of this Agreement. Any discrepancies or inconsistencies between this Agreement and a Task Order shall be interpreted and governed by the terms and conditions of this Agreement unless expressly stated to the contrary in a Task Order.

ARTICLE II

TERMINATION

1. This Agreement and/or any Task Order may be terminated by either Party upon seven (7) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including insolvency of Consultant; or if the District should decide to abandon or indefinitely postpone the Services.

2. In the event of a termination based upon abandonment or postponement by District, the District shall pay to the Consultant for all Services performed and all expenses incurred under this Agreement and/or any Task Order supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the Consultant for Board approved extra Services. In ascertaining the Services actually rendered hereunder up to the date of termination of this Agreement and/or any Task Order, consideration shall be given to both completed work and work in process

of completion and to complete and incomplete reports, studies and other documents whether delivered to the District or in the possession of the Consultant. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Consultant and replacement Consultant costs shall be deducted and/or off set from and against any payments that would otherwise be due to Consultant. This right and remedy to deduct and/or offset such damages and costs is not a limitation of the District's rights and remedies to collect such additional amounts not compensated by the right and remedy to deduct and offset set forth in this paragraph 2.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Paragraph 4 below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

4. This Agreement and/or any Task Order may be terminated without cause by District upon fourteen (14) days written notice to the Consultant. In the event of a termination without cause, the District shall pay to the Consultant for all Services performed and all expenses incurred under this Agreement or any Task Order supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Consultant for Board approved extra Services. In ascertaining the Services actually rendered hereunder up to the date of termination of this Agreement or any Task Order, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the District or in the possession of the Consultant. In addition, Consultant will be reimbursed for reasonable termination costs through the payment of no more than 3% beyond the sum due the Consultant under this Paragraph through 50% completion of Consultant's Services being performed pursuant to a Task Order and if 50% completion is reached, payment of up to 3% of the unpaid balance of the Task Order to Consultant as termination cost upon provision of substantiating justification documents. This payment is agreed to compensate Consultant for the unpaid profit Consultant would have made under this Agreement and/or any Task Order issued hereunder on the date of termination and for any other damages. The Parties agree that this payment is separate and sufficient consideration for entry into this termination for convenience clause, and shall represent the exclusive compensation that Consultant is entitled to for such terminations.

5. In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, and/or any Task Order issued hereunder, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor any Task Order issued hereunder nor stop the progress of the work and Services, but Consultant's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Services pursuant to all previously issued Task Orders have been completed, and not before.

ARTICLE III

CONSULTANT'S REPORTS/ DOCUMENTS

The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the Consultant or Consultant's subcontractors in accordance with this Agreement, shall be and remain the property of the District (hereinafter "Property"). The District may provide the Consultant with a written request for the return of its Property at any time. Upon Consultant's receipt of the District's written request, Consultant shall return the requested Property to the District within five (5) calendar days. Failure by Consultant to comply with this requirement shall be deemed a material breach of this Agreement and subject to termination for cause.

ARTICLE IV

ACCOUNTING RECORDS OF CONSULTANT

Records of the Consultant's direct personnel and reimbursable expenses pertaining to any extra Services provided by the Consultant, which are in addition to those Services already required by this Agreement, and any records of accounts between the District and Consultant shall be kept on a generally recognized accounting basis and shall be available to the District or District's authorized representative at mutually convenient times.

ARTICLE V

COMPENSATION TO CONSULTANT

1. Attached hereto as Exhibit "B" is a list of Consultant's and its sub-consultants and/or subcontractor's key personnel and guaranteed hourly rates. The Services to be performed shall be performed by the personnel listed thereon and at the guaranteed hourly rates set forth in Exhibit "B". Such hourly rates are fully burdened and no markup of any kind shall be added thereto.
2. The District shall compensate Consultant as follows:
 - a. The District agrees to pay the Consultant, in accordance with Exhibit "B", and upon any Task Order issued hereunder, the fee set forth in the Task Order. The fee shall include reimbursable expenses. There may be an occasion where the District agrees to pay the Consultant a lump sum amount for Services provided under a Task Order(s). However, in the absence of the District's agreement to do so, the fee shall be calculated on the hourly rates in accordance with Exhibit "B", plus any agreed upon and approved Reimbursable Expenses.
 - b. Consultant shall invoice the District monthly, or another periodic basis approved by the District, for the Services provided pursuant to this Agreement from the time the Consultant begins work under a Task Order. All invoices must be separated and invoiced per Task Order. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the District.
 - c. Except as expressly provided herein, Consultant agrees that no other compensation, fringe benefits, or other remuneration is due to Consultant by the District for Services rendered under this Agreement or any Task Order(s) issued hereunder. Consultant shall not apply for or receive statutory benefits available to employees of the District because Consultant is not an employee of the District.
 - d. Compensation and damages payable to Consultant for the District's termination of Services, other than for cause, are set forth elsewhere in this Agreement.

ARTICLE VI

ADDITIONAL SERVICES

1. Consultant shall notify the District in writing of the need for additional Services required due to circumstances beyond the Consultant's control before any such Services are performed. Consultant shall obtain written authorization from the District before rendering such Services. Should the Consultant fail to notify the District and obtain the District's approval before performing such Services, Consultant shall not be entitled to any compensation. The District may require Consultant to perform additional Services which are, in the District's discretion, necessary. Compensation for such Services shall be negotiated and approved in writing by the District. Such Services may include:

- a. Making material revisions in reports, **schedules** or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
- b. Preparing reports, **schedules** and other documentation and supporting data, and providing other Services in connection with modifications to Services required by causes beyond the control of the Consultant which are not the result of the direct or indirect negligence, errors or omissions on the part of Consultant.
- c. Providing any other Services not otherwise included in this Agreement or a Task Order issued hereunder.

ARTICLE VII

REIMBURSABLE EXPENSES

The District shall compensate Consultant for Reimbursable Expenses as follows:

1. Consultant shall be reimbursed by District in accordance with the provisions of this Agreement for those Reimbursable Expenses listed below, provided that they are incurred and paid in connection with the Consultant's or its sub-consultants' performance of Services authorized under this Agreement and/or Task Order issued hereunder. Unless otherwise expressly agreed to in writing by District, fees incurred by sub-consultants in the performance of Additional Services shall be deemed to be fully included in and covered by the Additional Services Fees agreed to by District and shall not be reimbursed as a Reimbursable Expense.

2. Reimbursable Expenses include, and are limited to, 1.1 times the reasonable amount for the out-of-pocket costs and expenses listed below that are incurred and paid by Consultant in the performance of the Services that: (a) are not incurred as a result of the negligence, willful misconduct or violation of an applicable law by Consultant or its sub-consultants or the failure by Consultant to comply with the requirements of this Agreement; and (b) are generated in connection with the operations of, and incurred by Consultant at, its branch office located nearest to the District, including:

- a. outside costs of printing and reproduction (paper and electronic) of documents that are required to be delivered to District or another party requested and approved by the District (costs of outside printing or reproduction for internal uses by, or for copies transmitted between or among, Consultant and/or its sub-consultants are not reimbursable);
- b. shipping, overnight mail, postage, messenger, courier and/or delivery services (but not including Consultant's internal company or corporate communications, records or reports, such as, but not limited to, time sheets, expense reports, inter-office memoranda);
- c. mileage for business travel (excluding travel from a residence to the District or Consultant's home or branch offices or between Consultant's home office and branch offices) at the rate established by the Internal Revenue Service and related parking and/or tolls;
- d. out-of-town travel as approved in advance in writing by District; and
- e. fees and out-of-pocket costs of District-approved sub-consultants (limited to those costs that are reimbursable under the above sub-paragraphs, but only if and to the extent that: (1) such fees and out-of-pocket costs are due and payable by Consultant pursuant to terms of a contract approved by District; (2) such out-of-pocket costs are

not included in or covered by any fixed fee agreed to by the sub-consultant under the terms of the sub-consultant's contract; (3) such fees and out-of-pocket costs are not in excess of any not-to-exceed or fixed amount applicable thereto under the terms of the sub-consultant's contract; and (4) such fees are not included in or covered by, or deemed included in or covered by, the Consultant's fees for Services or Additional Services.

3. Pre-Approved Amounts for Reimbursable Expenses: The amount(s) for the type of Reimbursable Expenses set forth above must be agreed to in advance of the issuance of a Task Order hereunder. Any amounts not agreed to in that manner shall be deemed a non-reimbursable expense and covered under the Consultant's Fee set forth in the task Order.

4. Exclusive List. The list of Reimbursable Expenses set forth above is the sole and exclusive list of Reimbursable Expenses, whether incurred by Consultant or a sub-consultant, for which Consultant is entitled to reimbursement.

ARTICLE VIII

INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, Consultant agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

- a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant's, and/or subcontractor's employees arising out of Consultant's work under this Agreement; and
- b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) 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 Services provided pursuant to this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District its officers, employees, agents or independent consultants who are directly employed by the District;
- c. Professional Liability: Any loss, injury to or 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 Services provided pursuant to this Agreement, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole negligence or willful misconduct of the District.
- d. 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, its officers, agents or employees, on any such claim or liability, 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 of Consultant's work under this Agreement.
- e. The Parties understand and agree that Article VIII, Paragraph 1 of this Agreement shall be the sole indemnity, as defined by California Civil Code section 2772,

governing this Agreement. Any other indemnity that is attached to this Agreement or referenced elsewhere shall be void and unenforceable between the Parties.

2. Consultant shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District 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 sub-consultant or 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. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California, however, such amount shall not be less than One Million Dollars (\$1,000,000).
- b. Comprehensive general and auto liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, and Three Million (\$3,000,000.00) aggregate, 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, including contractual liability, with limits of One Million Dollars (\$1,000,000), per claim and Three Million (\$3,000,000.00) aggregate. Such insurance shall be maintained during the term of this Agreement and renewed for a period of time at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that Consultant subcontracts any portion of Consultant's duties, Consultant shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Paragraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.
- d. Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Three Million (\$3,000,000.00) aggregate;
- e. Each policy of insurance required in in this Article VIII shall name District and its officers, agents and employees as additional insured; 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; 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. Before starting work, Consultant shall deliver to District the certificates and endorsements of the insurance as evidence of compliance with the requirements herein. In the event Consultant fails to secure or maintain any policy of insurance required hereby, 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.

ARTICLE IX

DOCUMENTS FORMING THIS AGREEMENT

The following documents, and their attachments and exhibits, not expressly set forth herein, all form part of this Agreement, and shall be read and construed together to provide the greater protection, rights, and remedies to the District regarding the Services to be provided by the Consultant, all of which are incorporated herein by this reference as if set forth at length herein:

1. The Request for Proposal Documents, and all Attachments thereto;
2. The Consultant's Proposal and Statement of Qualifications, as accepted by the District;
3. Each Task Order issued under this Agreement; and
4. All applicable laws whether expressly set forth herein or not.

ARTICLE X

MISCELLANEOUS

1. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all of Consultant's 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 Consultant's employees or agents as they relate to the Services to be provided under this Agreement. Consultant shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Consultant's employees.

2. 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.

3. 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. Consultant shall not assign this Agreement.

4. This Agreement shall be governed by the laws of the State of California.

5. This Agreement, any and all Task Orders issued hereunder, and the documents listed in Article IX above, represent the entire Agreement between the District and Consultant and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the District and Consultant and approved by the District's governing Board.

6. The Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Agreement.

7. The rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. It is expressly understood and agreed that the Parties to this Agreement have participated equally, or have had equal opportunity to participate, in the drafting hereof

and have been represented by their own legal counsel in the drafting and negotiation of this Agreement.

8. Time is of the essence with respect to all provisions of this Agreement.

9. If either Party becomes involved in litigation arising out of this Agreement or the performance thereof, each Party shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The Parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

North Orange County Community
College District



By: _____

Fred Williams
Vice Chancellor
Finance and Facilities

B/A:

By: _____

Name: _____

Title: _____

EXHIBIT A: TASK ORDER SAMPLE

Task Order Form For

MASTER SERVICES AGREEMENT FOR DISTRICT-WIDE **CONSTRUCTION SCHEDULING ENGINEER** SERVICES

Task Order Number: _____

TASK ORDER

THIS TASK ORDER ("Task Order") is made this _____ day of _____, 201_ by and between the **NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, ("DISTRICT") and _____, a _____ ("CONSULTANT").

RECITALS

WHEREAS, DISTRICT and CONSULTANT have entered into a **Master Services Agreement for DISTRICT-WIDE **CONSTRUCTION SCHEDULING ENGINEER SERVICES**** between District and Consultant dated _____, 2017, ("Agreement"); and

WHEREAS, this Task Order is executed by DISTRICT and by CONSULTANT pursuant, and with the intent that it be subject, to the terms and conditions of said Agreement;

For valuable consideration, receipt of which is hereby acknowledged, DISTRICT and CONSULTANT agree as follows regarding the [insert name of Project here] ("Project"):

1. **Services.** CONSULTANT shall furnish in accordance with the terms of the Agreement and this Task Order the Services that are described in Project Scope of Services - Attachment "1" attached hereto.

2. **Performance Schedule.** CONSULTANT shall perform its Services in accordance with the Performance Schedule set forth in Project Performance Schedule and/or Deliverables - Attachment "2" attached hereto.

3. **Key Personnel, Pre-Approved Sub-consultants.** The key personnel and sub-consultants who shall perform such Services are listed in the Project Representative, Key Personnel, Pre-Approved Sub-consultants Schedule - Attachment "3" attached hereto and which is hereby approved by DISTRICT.

4. **Compensation.**

4.1 **Services.** Subject to any additional or supplemental terms of compensation, if any, set forth in Project Compensation Provisions – Attachment "4" attached hereto, CONSULTANT shall receive as compensation for satisfactory performance of all, or each portion of the Services if so designated, consisting of payment of: Services Fees as set forth in Subparagraph 4.1.1, below; and reimbursement of Reimbursable Expenses as set forth in Subparagraph 4.1.2, below:

4.1.1 **Services Fees and Charges.**

a **fixed/lump sum** compensation for Services in the fixed/lump sum applicable to such Services as set forth in the Project Compensation Provisions – Attachment "4" attached hereto;

hourly rates for such Services forth in the Project Compensation Provisions – Attachment "4" attached hereto and calculated by the number of hours set forth in the CONSULTANT'S proposal submitted in response to the DISTRICT'S Request for Services dated [insert month, day, year].

4.1.2 **Reimbursable Expenses.** Reimbursement of authorized Reimbursable Expenses as permitted by the Agreement and modified or supplemented, if at all, by the Project Compensation Provisions - Attachment "4" attached hereto, not to exceed any individual or aggregate for full performance of such Services.

5. **Reference Documents.** All Services shall be performed with appropriate consideration given to the matters disclosed by the Project Reference Documents – Attachment "5" attached hereto.

6. **Incorporation:** The recitals and the attachments attached to this Task Order are incorporated herein and hereby made part hereof. If the terms of any attachment conflict with the terms of this Task Order, the Task Order shall control.

7. **Agreement.** This Task Order shall be performed in accordance with and subject to the terms and conditions of the Agreement.

ACCEPTANCE: The CONSULTANT and DISTRICT agree to perform their respective obligations in accordance with and subject to the terms of this Task Order and the Agreement and their respective attachments.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (“DISTRICT”)

By: _____

Title: _____ Date: _____

_____, a _____ (“CONSULTANT”)

By: _____

Title: _____ Date: _____

ATTACHMENT "1"
PROJECT SCOPE OF SERVICES

ATTACHMENT "2"

PROJECT PERFORMANCE SCHEDULE AND/OR DELIVERABLES

ATTACHMENT "3"

PROJECT REPRESENTATIVE, KEY PERSONNEL, PRE-APPROVED SUB-CONSULTANTS SCHEDULE

ATTACHMENT "4"
PROJECT COMPENSATION PROVISIONS

EXHIBIT B:
**KEY PERSONNEL, GUARANTEED HOURLY RATES, PRICING
SCHEDULE**