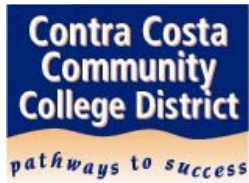


## ADDENDUM #4



### CONTRA COSTA COMMUNITY COLLEGE DISTRICT

REQUEST FOR QUALIFICATIONS (RFQ/P) FACILITIES MASTER PLANNING SERVICES FOR CONTRA COSTA COMMUNITY COLLEGE DISTRICT 2020

Date: 03/23/2020

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#### NOTICE TO ALL CONSULTANTS (A/E):

You are hereby notified of the following clarifications below. This Addendum shall supersede the original Request for Qualification and Proposal (RFQ/P) documents and wherein it contradicts the same, and shall take precedence over anything to the contrary therein. All other conditions remain unchanged. This Addendum forms a part of the RFQ/P documents and modifies the original RFQ/P documents dated.

**Acknowledgement of receipt of this addendum and previous Addenda No. 1, 2 and 3 are required in your proposal cover letter. Please clearly note the addendum date and number. Failure to acknowledge may subject proposer to disqualification.**

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#### REVISIONS & CLARIFICATIONS:

##### Part 1, 1.2 RFQ/P Schedule:

3/29/20 5:00 pm: The last day a proposing firm's email can be submitted to District purchasing for electronic submission directions (see below for details)

3/30/20 - SOQ/P electronic submittal due at District purchasing prior to 2:00 pm

Week of 3/30/20 - District review and issuance of qualified shortlist and interviews

Week of 4/13/20 and potentially week of 4/20/20: interviews and/or presentations will be conducted via an online platform provided by the District due to the ongoing Covid-19 concerns and California shelter in place orders. Specific instructions will be provided to the shortlisted firms.

##### **Change in Submittal Requirements:**

Due to the ongoing developments surrounding Covid-19 virus, the District has elected to accept Statement of Qualifications/Proposals electronically. All interested firms submitting on this project, need to contact Ben Cayabyab, Contracts Manager via email [bcayabyab@4cd.edu](mailto:bcayabyab@4cd.edu) with email copies to Ines Zildzic, Vice Chancellor, Facilities Planning and Construction [izildzic@4cd.edu](mailto:izildzic@4cd.edu) by 3/29/20 5:00pm to obtain an individual google docs link that will be used for upload of individual proposals. All proposals must be uploaded by 3/30/20 by 2:00 pm.

To ensure a secure transmission and confidentiality of transmitted documents, each firm must send an email to Ben Cayabyab by 3/29/20 (at the latest) in order to receive their own individual

link. All documents must be uploaded by the deadline specified above of 3/30/20 2:00 pm.

**Part 4 - Submission Requirements; 4.1 – Submission Formatting;**

**Tab 3 – Firm Qualifications, Sub-consultants and individual participants:**

- page limit is increased to 15 pages
- Tab 3 - 3: Key team members listing shall include identification of an Educational Planner that will lead the effort in completion of Section B, under RFQ section 2.1 – Facilities Master Planning Services. If this role is assumed or shared within an existing organizational team member (i.e. project manager, etc.) please be sure to include that description/clarification.
- Tab 3 - 3: Provide resumes for key team players including Principal-In-Charge, Project Manager, Lead Designer, Educational Planner and other key team members as appropriate for your proposed team.
- Tab 3 - 3: Identify and provide a listing of key sub-consultants proposed part of this SOQ/P and each firm’s consultant’s role on this project. Provide a brief overview and capability of each firm, including a succinct list of relevant projects experience. Full page resumes of each firm and their team members are not required.
- Tab 3 – 4a language is replaced with the following:
  - Provide a list of five (5) **relevant, similar** California public works facilities master planning projects of which **at least three (3)** must be similar California higher education facilities master planning projects all executed within the last ten (10) years and the role of the company in the work listed. Include relevant planning projects that demonstrate completed, relevant to this RFQ/P campus master plans, showcase firm’s expertise in working with complex public works institutions and highlight experience in delivering master plans for California community colleges.
- Tab 3 - 4.d: language is replaced with the following:
  - For each project example, identify sub-consultants that you’ve worked with, their role in the projects listed. Be sure to include them in the matrix required in 4.c.

**RESPONSES TO REQUESTS FOR INFORMATION**

**QUESTION # 1:**

Is the District looking for a Signage consultant to develop Signage Standards in addition to a Signage Master Plan?

**RESPONSE TO QUESTION #1:**

Because each college has a different level of signage and wayfinding standards in place, only a signage master plan is a priority for this effort. At this time, there are no technical specifications scope of work included in the FMP RFQ/P services.

**QUESTION # 2:**

The RFQ website has utility, HVAC and Electrical assessments/information posted, yet the RFP implies there might be more existing assessments. Does the District have recent Building specific assessments, Accessibility assessments etc. in addition to these?

**RESPONSE TO QUESTION #2:**

All available assessments at this time have been posted. In general, the District doesn’t have building specific assessments outside of FUSION’s standard condition assessment for aging facilities. HVAC assessment reports include some building specific assessments. The District

completed an ADA Transition Plan update in 2017/2018 and will make that available to the successful proposer.

**QUESTION #3:**

Are the Master Plan Architect and subconsultants precluded from future projects if awarded this project?

**RESPONSE TO QUESTION #3:**

The RFQ/P scope of work is not referencing nor looking for a Master Architect. It is a facilities master planning scope of work only. Based on the information regarding the scope of services in the Request for Qualifications/Proposals, the FMP consultant could enter into subsequent contracts for the District's capital improvement program. The consultant's FMP work product is intended to be conceptual in nature. It is not intended to be a technical specification used to inform the design phase and/or is not intended to be incorporated into final scopes of work or plans and specifications without substantial District review and revision. Since this is not a District Master Architect RFQ, the FMP consultant is also not expected to have active involvement in District decision-making to enter into subsequent contracts.

**QUESTION #4:**

Tab 3 – This section has a 10 page limit, including double-sided pages. Are resumes of subconsultants required in addition to key team members? If these resumes are required in the page limit, it is impossible to include individual resumes for the number of consultant firms needed. Are brief consultant firm profiles acceptable in place of individual resumes if it shows their relevant experience?

**RESPONSE TO QUESTION #4:**

Resumes are not required for each subconsultant. Please see above in this addendum for "revisions and clarifications" section for details, specifically *Part 4 – Submission Requirements; 4.1 – Submission Formatting, Tab 3 – Firm Qualifications, Sub-consultants and individual participants.*

**QUESTION #5:**

Tab 5 – We have some confusion on part A. and C. of this Tab. Is the District looking for any 3 recent client references for similar work within 5 years, and separately, are you looking for a list of references for all projects for which our firm has prepared an FMP based on an EMP prepared by another consultant? We're trying to understand what you want here and why there is a 3 page limit, which seems like more than enough.

**RESPONSE TO QUESTION #5:**

The District is not looking for a separate list of FMP project reference and is also not looking for project design references.

This section is asking for a minimum of 3 references for similarly work. Specifically, references should be for consultant's completed or in process facilities master planning services/projects that are based on already completed (by a separate consultant) educational master plan(s).

For each reference, under Tab 5, 1.c: the intent in this subsection is to ensure that all references have a clear and brief description of relevance to this RFQ/P. For each of your references (institutions) for which your firm has or is in process of completing a facilities master plan (based on an already completed educational master plan prepared by another consultant), include the educational planning consultant name with whom you worked with to complete the facilities master planning services.

**QUESTION #6:**

Is there a fee assumption the District has for this project?

**RESPONSE TO QUESTION #6:**

The District does not have a fee assumption at this time. We are asking for some specific information in the fee submittal section in order to best understand the fee proposal. As noted in the RFQ/P, please include all relevant assumptions as part of your fee proposal.

**QUESTION #7:**

Under the Scope of Services in the RFQ/P, it lists task A. Campus Physical Analysis: Facilities Building Systems and Infrastructure Condition Assessments, Review, Analysis and Recommendations. Does the District envision these assessments to be based on examination of current campus reports, or will the consultant be expected to conduct visual and/or invasive inspections?

**RESPONSE TO QUESTION #7:**

Based on available studies provided in this RFQ/P and any required additional studies outlined in the RFQ/P, the consultant will be required to develop a complete infrastructure/systems analysis and a development plan for new, replacement, upgrade and expansion plans. The District is not explicitly looking for invasive examinations, but certainly a visual inspection during a site visit as part of the traditional scope of work.

**QUESTION #8:**

Does the District envision there will be much in the way of transportation/mobility studies needed for the master plan? How much growth in enrollment and staff on each campus is the District envisioning?

**RESPONSE TO QUESTION #8:**

It is not possible for the District to envision how much growth (or decline) in student enrollment and staff on each campus, as those assumptions will be influenced by different data sets and therefore an analysis of future trends and growth opportunities. We are therefore asking for some of that enrollment analysis as part of the FMP services.

**QUESTION #9:**

Does the District need to do an EIR in conjunction with the master plan?

**RESPONSE TO QUESTION #9:**

The EIR scope of work will be contracted separately from the facilities master plan. Timing of the EIR will be determined once the FMP consultant is on board.

**QUESTION #10:**

Will the firm or team (including subconsultants) contracted for the Facilities Master Plan be precluded from submitting on future RFQ/P's for design services?

**RESPONSE TO QUESTION #10:**

No. The RFQ/P scope of work is not referencing nor looking for a Master Architect. It is a facilities master planning scope of work only. Based on the information regarding the scope of services in the Request for Qualifications/Proposals, the FMP consultant could enter into subsequent contracts for the District's capital improvement program. The consultant's FMP work product is intended to be conceptual in nature. It is not intended to be a technical specification used to inform the design phase and/or is not intended to be incorporated into final scopes of work or plans and specifications without substantial District review and revision. Since this is not a District Master Architect RFQ, the FMP consultant is also not expected to have active involvement in

District decision-making to enter into subsequent contracts.

**QUESTION #11:**

Can the District provide more detail on the level of data the in-house research group will provide the FMP planning team? At the pre-proposal meeting, it was mentioned the research group will supply existing space inventory of facilities on the three colleges.

**RESPONSE TO QUESTION #11:**

The District will provide all of the available State Chancellor’s Office FUSION access and data, including space inventory and facility condition assessments, capacity loads and enrollment data, as well as all external and internal trends data reports available at this time. Our Districtwide Strategic Master Plan included some of that data and analysis.

**QUESTION #12:**

Also at the pre-proposal meeting, it was mentioned that the District prefers a single firm contracted for the FMP for the three colleges. Would the District consider a joint-venture or partnership of two firms for the FMP?

**RESPONSE TO QUESTION #12:**

Where two or more firms desire to submit a single submission in response to this RFQ/P, they should do so on a prime-subconsultant basis rather than as a joint venture or partnership. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture. This is largely due to the inherent complexity of this project and a need for well-coordinated and planned execution of work with a myriad of sub-consultants.

**QUESTION #13:**

Would it be acceptable to include full-page team resumes in an Appendix, outside of the specified 10-page limit?

**RESPONSE TO QUESTION #13:**

If this question is in regards to Part 4 – Submission Requirements; 4.1 – Submission Formatting, Tab 3 – Firm Qualifications, Sub-consultants and individual participants, please see above under “revisions and clarifications” of this addendum. The page limit is now 15 pages and resumes of key team members can be included in this section to allow for ease of scoring.

**QUESTION #14:**

For the five relevant featured projects, would we be allowed to add additional projects for our subs? Or would it remain five projects total for everyone?

**RESPONSE TO QUESTION #14:**

Five project examples for the entire proposed team. Please also see further clarification in the above section of this addendum “revisions and clarifications”

**QUESTION #15:**

Will the firm contracted for this effort be precluded from any future work on any of the campuses?

**RESPONSE TO QUESTION #15:**

Please see question #3 above.

**QUESTION #16:**

Will the subconsultants utilized for this contract be precluded from any future work on any of the campuses?

**RESPONSE TO QUESTION #16:**

Please see question #3 above.

**QUESTION #17:**

Please provide a sample of the District's standard professional services agreement.

**RESPONSE TO QUESTION #17:**

A sample of the District's standard facilities master planning professional services agreement is included in this addendum package.

=====

**For Clarifications Contact:**

Ben M. Cayabyab, Contracts Manager @ [bcayabyab@4cd.edu](mailto:bcayabyab@4cd.edu)

**END OF ADDENDUM #4**

**AGREEMENT FOR FACILITIES MASTER PLANNING SERVICES**

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**

**WITH**

**[REDACTED]**

**[REDACTED], 2020**

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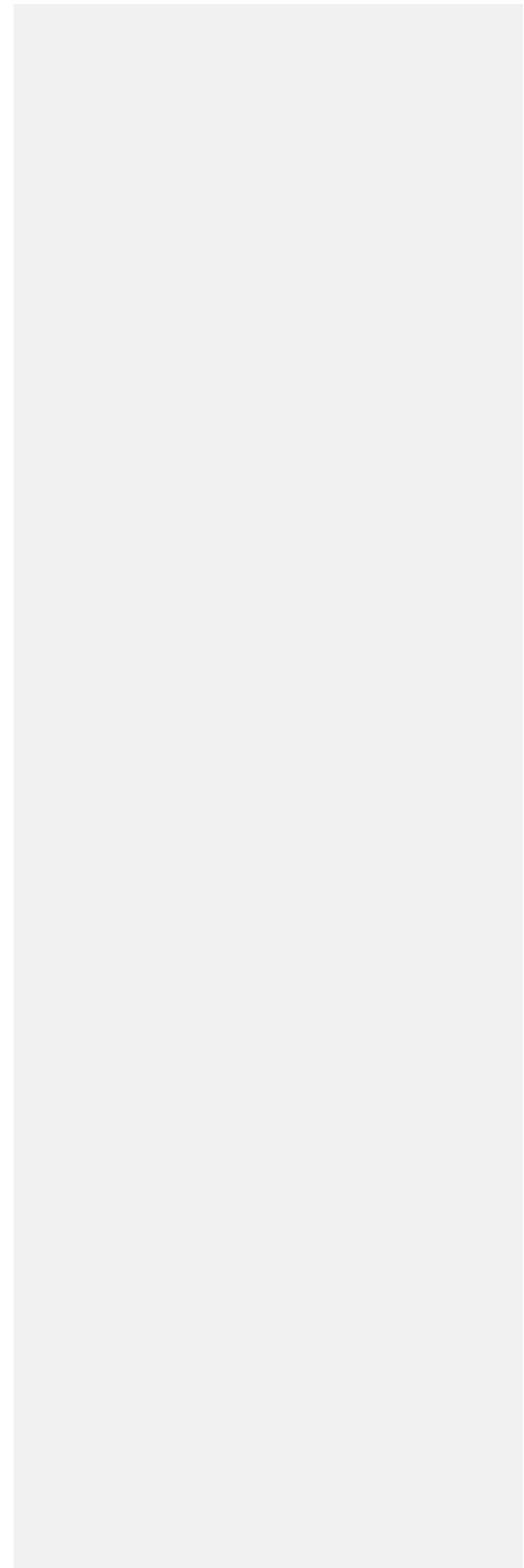
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## AGREEMENT FOR MASTER PLANNING SERVICES

This Agreement for Master Planning Services is made as of [REDACTED], 2020, between the Contra Costa Community College District, a California community college district, ("District") and [REDACTED] ("Consultant") (collectively "Parties"), to provide the following services ("Services"):

Complete comprehensive Facilities Master Planning Services for the District's three (3) campuses and two (2) center sites: Diablo Valley College including San Ramon Campus, Los Medanos College including Brentwood Center, and the Contra Costa College. The planning horizon is intended to be from 2020 to 2030, including evaluation of the remaining 2006 Measure A and 2014 Measure E bond capital projects.

The District is seeking to accomplish a data-driven, creative Facilities Master Plan for each college that will effectively link each College's Educational/Strategic Master Plans with the Facilities Master Plan for each college and two center sites.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Consultant:** The Consultant identified in the first paragraph of this Agreement, including all sub-consultants to the Consultant.
  - 1.1.3. **District:** The Contra Costa Community College District.
  - 1.1.4. **DSA:** The Division of the State Architect.
  - 1.1.5. **Extra Services:** District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Consultant's Fee.
  - 1.1.6. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Consultant is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary to update the District Facilities Master Plan.

### Article 2. Scope, Responsibilities, and Services of Consultant

- 2.1. Consultant shall render the Services described herein, in Exhibit "A," commencing with receipt of a written Notice to Proceed signed by the District representative. Consultant's Services will be completed in accordance with the schedule as set forth in the schedule attached hereto

as Exhibit "C."

- 2.2. Consultant shall provide Services that shall comply with professional standards, including the standard of care applicable to consultants preparing facilities master plans and educational specifications and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. Consultant shall contract for or employ at Consultant's expense, Consultant(s) to the extent deemed necessary for completion of the Services(s) including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Consultant's use of any particular sub-consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Consultant under terms of the Agreement. Consultant shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Consultant shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.4. Consultant shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Services(s).
- 2.5. Consultant shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Community Colleges Chancellor's Office, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of community college district construction projects.
- 2.6. Consultant shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Services including review by regulatory agencies having jurisdiction over the project(s).
- 2.7. Consultant shall give efficient supervision to Services, using its best skill and attention.
- 2.8. Consultant shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

**Article 3. Consultant Staff**

- 3.1. The Consultant has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Consultant agrees that the following key people in Consultant's firm shall be associated with the Services in the following capacities:

Principal In Charge: \_\_\_\_\_  
Project Director: \_\_\_\_\_  
Education Facility Planner: \_\_\_\_\_  
Other: \_\_\_\_\_  
Major Consultants: \_\_\_\_\_  
Cost Estimator: \_\_\_\_\_  
Demographic Projections  
& Funding Program: \_\_\_\_\_  
School Site and Community  
Outreach: \_\_\_\_\_  
Other: \_\_\_\_\_

**Commented [A1]:** All blanks below must be filled in by Consultant and approved by District

- 3.3. Consultant shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Consultant. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Consultant shall have five (5) calendar days to remove that person and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Consultant represents that Consultant has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Consultant.
- 3.6. Consultant shall comply with Education Code section 81138(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

**Article 4. Schedule of Services**

Consultant shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as

described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule as set forth in **Exhibit "C"** unless otherwise mutually agreed to. Time is of the essence and failure of Consultant to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Consultant's or Consultant's sub-consultant(s)' reasonable control.

**Article 5. RESERVED**

**Article 6. Fee and Method of Payment**

- 6.1. The District shall pay Consultant for all Services contracted for under this Agreement an amount equal to the following ("Fee") an amount based on the rates set forth in **Exhibit "D."**
- 6.2. The District shall pay Consultant the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Consultant shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. The Consultant's Fee set forth in this Agreement or any Project Authorization(s) shall be full compensation for all of Consultant's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.5. Regardless of the structure of Consultant's Fee, the Consultant's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

**Article 7. Payment for Extra Services or Changes**

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Consultant without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Consultant will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Consultant confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Consultant.

**Article 8. Ownership of Data**

- 8.1. This Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant or its Consultants prepare or cause to be prepared pursuant to this Agreement.

- 8.2. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Consultant shall deliver to District, upon request, the name of the supplier of the software/hardware necessary to use the files.
- 8.4. Following the termination of this Agreement, for any reason whatsoever, Consultant shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
  - 8.4.1. One (1) set of the updates to the Facility Master Plan and other updates prepared under the Agreement, in hard copy, reproducible format.
  - 8.4.2. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by Consultant under the Agreement.
  - 8.4.3. Obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.5. In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant and its sub-consultants.

**Article 9. Termination of Contract**

- 9.1. If Consultant fails to perform Consultant's duties to the satisfaction of the District, or if Consultant fails to fulfill in a timely and professional manner Consultant's material obligations under this Agreement, or if Consultant shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate in whole or in part this Agreement, effective immediately upon the District giving written notice thereof to the Consultant. In the event of a termination pursuant to this subdivision, Consultant may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Consultant's actions, errors, or omissions that caused the District to terminate the Agreement.

- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Consultant may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. Consultant has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective thirty (30) days after receipt of written notice from Consultant to the District. Consultant may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Consultant's notice of termination.
- 9.5. If, at any time in the progress of the Services, the Governing Board of the District determines that the Agreement should be terminated, Consultant, upon written notice from the District of such termination, shall immediately cease Services. The District shall pay Consultant only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

**Article 10. Indemnity/Consultant Liability**

- 10.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Consultant shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.
- 10.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Consultant's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified

Commented [A2]: Only if the Consultant is an architectural firm.

Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Consultant's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.

- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

**Article 11. [RESERVED]**

Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Consultant, its sub-consultants and their employees will have only limited contact with pupils. Consultant shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Commented [A3]: District, please advise if this is not correct.

**Article 12. Responsibilities of the District**

- 12.1. The District shall examine the documents submitted by the Consultant and shall render decisions so as to avoid unreasonable delay in the process of the Consultant's Services.
- 12.2. The District shall verbally or in writing advise Consultant if the District becomes aware of any fault or defect in the Services, including any errors, omissions or inconsistencies in the Consultant's documents. Failure to provide such notice shall not relieve Consultant of its responsibility therefore, if any.
- 12.3. The District shall provide to Consultant all information within its possession regarding the District's requirements for the Services as requested by Consultant.

**Article 13. Liability of District**

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by its employees, even though such equipment be furnished or loaned to Consultant by District.



**Article 14. Nondiscrimination**

- 14.1. Consultant agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 14.2. Consultant shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**Article 15. Insurance**

- 15.1. Consultant shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Consultant shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

**Article 16. Covenant against Contingent Fees**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**Article 17. Entire Agreement/Modification**

This Agreement, including the Exhibits attached hereto supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both Parties. Consultant specifically acknowledges that in entering this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

**Article 18. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Consultant, Consultant may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Consultant and any such assignment, transfer, delegation or sublease without Consultant's prior written consent shall be considered null and void.

**Article 19. Law, Venue**

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located 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.

**Article 20. Alternative Dispute Resolution**

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to in writing by all Parties.

**Article 21. [RESERVED]**

**Article 22. Attorneys' Fees**

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, each party bears its own fees and costs.

**Article 23. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**Article 24. Employment Status**

- 24.1. Consultant shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Consultant performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Consultant understands and agrees that Consultant's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation,

paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Consultant, or any employee or Consultant of Consultant, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Consultant which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Consultant for the District, upon notification of such fact by the District, Consultant shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Consultant under this Agreement (again, offsetting any amounts already paid by Consultant which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Consultant shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Consultant is an employee for any other purpose, then Consultant agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Consultant or its employees of sub-consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

#### **Article 25. Certificate of Consultant**

- 25.1. Consultant certifies that the Consultant is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Consultant certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. **[RESERVED]**

**Article 26. Cost Disclosure - Documents and Written Reports**

Consultant shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

**Article 27. Notice & Communications**

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

<b>District:</b> Contra Costa Community College District 500 Court Street Martinez CA, 94553 ATTN: _____ FAX: _____	<b>Consultant:</b> _____ _____ _____ ATTN: _____ FAX: _____
---	--

Any notice personally given shall be effective upon receipt. Any notice sent by email or fax shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

**Article 28. [RESERVED]**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBES") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). Project(s) may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Consultant, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Consultant's good faith efforts to meet these goals.

**Article 29. District's Right to Audit**

- 29.1. District retains the right to review and audit, and the reasonable right of access to Consultant's and any sub-consultant's premises to review and audit the Consultant's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Consultant's premises, of any and all records related to the Services performed and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and

practices that the District determines is necessary to discover and verify whether Consultant is in compliance with all requirements of this Agreement.

- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Consultant shall make available to the District for review and audit all accounting records and documents related to the Services performed and any other financial data. Upon District's request, Consultant shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Consultant shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Consultant's records and information related to the Services performed.

### **Article 30. Other Provisions**

- 30.1. Consultant shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Consultant's willful misconduct, recklessness, or negligent acts, errors or omissions. These amounts shall be paid by Consultant to District or the District may withhold those costs from amounts owing to Consultant.
- 30.2. 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 this Agreement for all damages to the District caused by Consultant's failure to perform any of the Services furnished under this Agreement to the standard of care of the Consultant for its Services, which shall be, at a minimum, the standard of care of consultants performing similar work for California community college districts in or around the same geographic area as the District.
- 30.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

**Article 31.** Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**



Date: \_\_\_\_\_, 2020  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2020  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**RESPONSIBILITIES AND SERVICES OF CONSULTANT**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF CONSULTANT

Consultant shall provide all professional services necessary for completing the following:

#### A. SCOPE OF SERVICES

Preparation of Contra Costa Community College District Facilities Master Plan.

#### B. BASIC SERVICES

Consultant agrees to provide the Services described below:

##### 1. Campus Physical Analysis

Facilities Building Systems and Infrastructure Condition Assessments Review, Analysis and Recommendations:

- a. The master planning effort must be grounded in accurate and complete building systems and infrastructure condition assessment information. The District has completed several such assessments over the last 5-8 years for each of its sites and available reports are being made part of this RFQ/P as exhibits. The firm will examine current campus reports, as well as infrastructure, both above and below ground, (the District has utility underground surveys), technology, accessibility, way-finding, and condition of current facilities. Based on those studies and any required additional studies, the firm will develop complete existing infrastructure/systems analysis and a development plan that takes into account replacement, upgrade and expansion plans that will be required over the next 10 years to meet the facilities master planning outcomes at each of the District sites.
- b. Complete the following assessments for each campus where required and provide a written narrative and budgetary cost data of:
  - i. Structural systems assessment;
  - ii. Mechanical and controls system assessment;
  - iii. Campus electrical and gas infrastructure and building systems assessment;
  - iv. Plumbing and wastewater systems assessment;
  - v. Water systems;
  - vi. Lighting;
  - vii. Technology including A/V and IT wiring/infrastructure assessments, including all voice/data, Wifi and other emerging technologies;
  - viii. Roof assessments;



- ix. Campus accessibility;
  - x. Security systems
- c. Identify areas or systems that may result in operational cost savings, with an emphasis on those areas that may lead to a short term return on investment. This is to be completed within the total cost of ownership framework. Coordinate this work with the District on such opportunities as energy efficiency, renewable energy, etc. that ultimately reduce the District's operating costs, GHG emission, carbon footprint and set a plan in motion towards carbon neutrality and State mandates.
  - d. Provide recommendations on campus building MEP systems. Complete campus energy and water analysis in order to provide recommendations on building systems that will inform campus level energy strategies as a path to Zero Net Energy.
  - e. Provide budget-level pricing required to mitigate issues identified in the assessment report including building replacement or modernization costs, and infrastructure repair and replacement costs. Include these costs as part of the overall facilities master planning prioritization list of future capital projects
  - f. Coordinate the work with the District's Five Year Capital Outlay Plan and state funded projects, and assist in the development of a long term replacement plan for buildings and/or equipment, based on their remaining useful life and campus sustainability strategies.

**2. External and Internal Trends Analysis, Enrollment Projections, Space Utilization and Program Analysis:**

- a. The Educational/Strategic Master Plans at Contra Costa College and Los Medanos College are in the process of being updated and will be largely complete by late spring 2020. Diablo Valley College completed their Educational Master Plan update in 2017. The scope of work will include developing a facilities master plan that ties to each College respective Strategic/Educational Master Plan. The educational plan information and growth capacity information from the updated Educational Master Plans, where applicable, will be used to determine the type and amount of building space that would be needed as each College matures to final build-out. The information will translate into space requirements, land use, adjacencies, capacity/massing, circulation, infrastructure, and utility requirements.
- b. The scope of work includes a review of the District's Strategic Plan, Colleges Educational and Strategic Education Plans as well as previous Facilities Master Plans in order to confirm that the documentation is adequate to form the basis for the Facilities Master Plan;
  - i. Provide specific linkages, where necessary, between Educational/Strategic Plans to Facilities Master Plan. Such linkage can be represented in both quantitative and qualitative data analysis to support educational and facilities master planning. It is vital that

proper analysis and linkages are articulated in the master planning process;

- ii. Provide analysis that reflect trends in the Contra Costa County demographic data provided by the District's Educational Services Department;
- iii. Reflects space utilization rates provided by the District with growth in areas identified in the data;
- iv. Ties to the remaining and future capital projects list, considers unfinished projects in Measure E, considers replacement and modernization of projects of highest need based on the building assessments, and reflects projected growth and program trends.

**3. Develop a long-range Master Plan that represents a ten year planning horizon and is reflective of the needs of each College, including:**

- a. Identify buildings for replacement, modernization, demolition (including consideration of the total cost of ownership) and identify potential swing space;
- b. Identify sites for new construction; Identify potential new property acquisitions, if appropriate;
- c. Create building programs that are coordinated with the District's Five Year Capital Outlay Plan future state funded projects;
- d. Develop strategies for viable outdoor learning spaces, quads and courtyards, student gathering spaces, landscape plans, clarify and strengthen circulation patterns within each campus and suggest ideas to improve traffic safety as well as promote bicycle use and parking.
- e. Develop a site analysis that will include massing analysis and future expansion. The firm will examine campus physical attributes and constraints, surrounding context, existing and potential future program needs. As part of the capacity/massing study, potential building sites would be identified and would show utility service connections and identify potential site issues. The study will provide total site capacity information for potential development.
- f. Develop a comprehensive sequencing plan for identified projects, including but not limited to modernization and construction of infrastructure, modernization, new structures, energy efficiency projects, maintenance projects, parking and circulation improvements and swing space.
- g. Provide and coordinate site signage and wayfinding for pedestrian, bicycle and vehicular traffic on campus taking into consideration ADA requirements;
- h. Incorporate recommendations related to campus infrastructure and building systems build out or replacement into the overall master plan and provide appropriate sequencing as related to new and renovation capital projects.
- i. Develop several key design guidelines part of current and future campus

development, focused on major elements that influence the overall project design:

- i. Site and landscape challenges and opportunities, guidelines for future site development
- ii. Architectural style guide
- iii. Sustainability guidelines: The firm will aid the District and College in developing sustainability standards and/or principals that will be implemented within the updated Facilities Master Plan and each individual project. Include best practices (such as ZNE design, electrification, zero carbon or other environmental practices) and a review and coordination with the District and College's existing sustainability goals and initiatives.
- iv. MEP campus standards that will balance project capital costs with long term operational costs; provide guidelines so that MEP systems can be designed, built, operated and maintained so as to minimize total cost of ownership at a college.

**4. District Standards.** Consultant shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.

**5. Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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## C. DEVELOPMENT OF FACILITIES MASTER PLAN SERVICES

### 1. Initiation

Upon final execution of the Agreement with the District, Consultant shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating as well as master plan level opinion of cost that are part of the Services. Consultant shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### 2. Development of Facilities Master Plan

Consultant shall prepare for the District's review the Facilities Master Plan as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Updated Facilities Master Plan is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Services including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Consultant shall perform a master plan level assessment of the project site(s) and all District facilities and identify any deficiencies in existing buildings, program and service areas, utility systems and infrastructure, telecommunications and health and safety conditions. Consultant shall identify and address needs for additional or renovated facilities to accomplish the District's educational initiatives.
- c. Identify and address needs for additional or renovated facilities to accomplish the District's educational initiatives, which shall include, but not limited to, the following:
  - i. **Demographic and Enrollment Projections.** A study of the District's enrollment projections for the current attendance areas for three (3), five (5), and ten (10) year periods, and shall review these findings and recommend site sizes to accommodate these projections.
  - ii. **Capacity and Utilization Study and Determination of Eligibility for State Funding.** A site capacity study, including a full facilities inventory

along with established State and local loading standards. Recommendations regarding maximum site sizes, possible additions or new sites. An Office of Public School Construction Eligibility Determination for growth and modernization programs, and assist the District with determining eligibility for State facilities funding.

- iii. **Facilities Equity Study.** A facilities equity study, analyzing and comparing teaching and support spaces between the sites. These findings will be compared with the final Educational Specifications to determine the need for changes or additions in facilities and spaces necessary to accommodate the instructional program.
- d. Review DSA codes pertaining to the proposed Updated Facilities Master Plan.
- e. Identify issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- f. Based on survey and topography data provided by the District, input into computer and develop existing master plan level conditions base.
- g. Administer Services as required to coordinate work with the District and among Consultants.
- h. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

### 3. Development of Updated Facilities Master Plan – Contents

The Updated Facilities Master Plan shall include the following contents:

- a. Clarify, conform or adjust the District's goals, objective and priorities as they relate to existing physical resources.
- b. Incorporate findings from Consultant's demographics and enrollment projections, the capacity and utilization study, and facilities equity study to define the physical resources required to sustain and/or to advance the District's mission, goals, objectives, and priorities.
- c. Describe and dimension the physical improvements in general terms to have a reasonable sense of purpose, size, and probable cost.
- d. Include individual site Facilities Master Plans, including recommendations for energy savings, incorporate deferred maintenance needs into each site.
- e. Express the physical requirements in a sequence that reflects the District's priorities and the realities of financing and phasing.
- f. Determine and coordinate the location of existing and future improvements in order to achieve a functional, attractive, and comprehensive design.

- g. Consider a 10 year timeline and have a well-conceived physical framework for making the day-to-day decisions and a framework flexible enough to accommodate changing circumstances and conditions not foreseeable when the plan was formulated.
- h. Document, for those outside the District (auditors, donors, foundations, state and local agencies, corporations, friends, etc.), that the District's physical resources are well managed, and shall identify eligibility for state funding.
- i. Include a phasing plan and approximate capital cost for implementing the plan concept. The phasing plan shall prioritize the District's short-term and long-term needs, exploring community and joint use needs.
- j. Include specific research and recommendations on existing facility condition, space utilization, renovation, construction and replacement, vehicular traffic and parking, pedestrian circulation and access, landscaping, lighting, wayfinding signage, utility infrastructure, regulatory implications and other issues that emerge during the planning process.
- k. Include the goals of the planning process and explain how they support the vision and mission of the District.
- l. Structure so that it provides for the flexible and cost-effective implementation of its recommendations, accommodating changes in need, priority, and resources over time and include estimates of the cost and timing of its recommendations.

#### 4. Cost Estimates

- a. Consultant shall have responsibility to develop, review, and reconcile the cost estimates for the Facilities Master Plan program, which shall include all costs associated with the recommended facilities additions and improvements as approved by the District. The following conditions apply to the Construction Budget prepared by the Consultant:
  - i. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
  - ii. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
  - iii. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - iv. Consultant shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the cost estimate.

- v. One week prior to submittal of documents, Consultant shall submit its proposed cost estimates to the District for review and approval. At that time, Consultant shall coordinate with the District to further develop, review, and reconcile the cost estimates.
- vi. All consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimates.

b. The accuracy of the cost estimates shall be the responsibility of the Consultant.

**5. Presentation**

Consultant, along with any involved consultant(s), shall present and review with the District, at community presentations, and, if directed, with the District's Governing Board, the detailed facilities master plan.

**6. Deliverables and Numbers of Copies**

- a. Consultant shall provide to the District:
  - (i) ten (10) hard copies of the Facilities Master Plan, together with one (1) copy in electronic PDF format;
  - (ii) One electronic copy of the Master Plan Fly Through Videos; and
  - (iii) Hard copies and an electronic copy, in PDF format, on disc of the Educational Specifications.

**7. Meetings**

During the development of the Facilities Master Plan, Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section D.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**D. MEETINGS / SITE VISITS / WORKSHOPS**

1. Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Consultant shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Consultant shall invite the District and/or its representative to participate in these meetings. Consultant shall keep a separate log to document design/coordination comments generated in these meetings.

**2. General Meeting, Site Visit, and Workshop Requirements**

- a. Consultant shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Consultant shall maintain a log of all meetings, site visits or site observations, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative.
- c. As required, Consultant shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the project site(s), unless otherwise indicated.

**3. Meetings During Initiation Phase ( ) meeting(s)**

- a. Within the first week following execution of the Agreement, Consultant shall participate in one (1) kick-off meeting to determine the intent, scope, budget and timetable, which shall encompass the following:
  - (i) Consultant, its appropriate consultant(s), and District staff, shall attend the meeting.
  - (ii) The kick-off meeting will introduce key team members from the District and the Consultant to each other, defining roles and responsibilities.
  - (iii) During this meeting, Consultant shall:
    - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Services.
    - (B) Review and explain the overall goals, general approach, tasks, work plan and procedures and deliverable products of the Services.
    - (C) Review and explain the scope of work and work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
    - (D) Review documentation of the kick-off meeting prepared by the District's representative and comment prior to distribution.



**4. Initial Site Visits ( [redacted] ( [redacted] ) meeting(s))**

- a. Consultant shall visit the project site(s) to complete a visual inventory and documentation of the existing conditions.

**5. Meetings During Development of Facilities Master Plan (minimum [redacted] ( [redacted] ) meeting(s))**

- a. Consultant shall participate in one (1) public community information site meeting to receive input from the community regarding its wishes and expectations regarding the Facilities Master Plan.
- b. Consultant shall conduct one (1) site visit/meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the updated facilities master plan.
- c. Consultant shall conduct a minimum of \_\_ ( [redacted] ) additional meetings as requested by District [add specifics about these meetings if applicable].
- d. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Updated Facilities Master Plan.
- e. Consultant shall participate in up to eight (8) Master-Plan steering committee meetings.

Commented [DS1]: Include if District requires more than the number of meetings listed above at this phase or [RESERVE]

**6. Citizens' Bond Oversight Committee Meetings ( [redacted] ( [redacted] ) meeting(s))**

Consultant acknowledges that the design and construction of the bond projects are subject to oversight by the District's citizen bond oversight committee. Consultant shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Consultant's Updated Facilities Master Plan to the District's citizen bond oversight committee for review and consistency with the bond project list.

Commented [DS2]: If applicable or [RESERVE]

**7. Governing Board Meetings ( [redacted] ( [redacted] ) meeting(s))**

Consultant acknowledges that the District's Governing Board must approve all designs. Consultant shall, at the District's direction, attend District Governing Board meeting(s) and present the Consultant's Updated Facilities Master Plan to the District's Governing Board for review and approval.

[END OF EXHIBIT]

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

- A. The following Extra Services to the Agreement shall be performed by Consultant if needed and if authorized or requested by the District:
  - 1. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."**
  - 2. Providing services as directed by the District that are not part of the Basic Services of this Agreement.
- B. Before preparing, providing, sending, or invoicing for extra deliverables, Consultant shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Consultant to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<b>Job Title</b>	<b>Hourly Rate</b>
Principal In Charge:	
Project Principal:	
Sr. Project Director:	
Education Facility Planner:	

- D. Consultant acknowledges that the District requires Consultant's invoices to include detailed explanations of the Extra Services performed.
- E. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).

[END OF EXHIBIT]

**EXHIBIT "C"**

**SCHEDULE OF SERVICES**

- A. Promptly after the execution of this Agreement, Consultant shall prepare and submit for approval to the District a Schedule of Services showing the order in which Consultant proposes to carry out Consultant's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Consultant shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
- B. Consultant shall complete Services required under the Development of Facilities Master Plan section within      **calendar days** after written authorization from the District to proceed.
- C. The duration stated above include the review periods      **calendar days** required by the District.
- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Consultant shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

[END OF EXHIBIT]

**EXHIBIT "D"**  
**PAYMENT SCHEDULE**

**A. Compensation**

1. The payment of consideration to Consultant as provided herein shall be full compensation for all of Consultant's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Consultant shall be as stated in Article 6 of the Agreement.
3. District shall approve and pay Consultant based on the percentage of completion of the Services contracted for under this Agreement:

**Commented [DS1]:** Optional. You could delete schedule and just end the sentence.

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Task</b>	<b>Task Amount NTE</b>
Meetings with District representatives (throughout performance of Services)	
Community Outreach (throughout performance of Services)	
Educational Specifications	
Demographic Projections and Capacity/Utilization Study	
Facilities Equity Study and Assessment	
Future Facilities Needs Alternatives	
Cost Estimates and Funding Analysis	
Final Digital Master Plan (inclusive of draft plan(s))	
Facilitation of Presentation and Presentation to Governing Board	
<b>TOTAL COMPENSATION NOT TO EXCEED</b>	

**B. Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Consultant shall submit to District with its invoices documentation showing proof that payments were made to its Consultant(s).
3. Upon receipt and approval of Consultant's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice.

[END OF EXHIBIT]

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A.** Consultant shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, his agents, representatives, employees and consultant(s). Consultant's liabilities, including but not limited to Consultant's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Automobile Liability, Any Auto.** One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  4. **Employer's Liability.** For all of the Consultant's employees who are subject to this Agreement, Consultant shall keep in full force and effect, employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per occurrence.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than Twenty-Five Thousand Dollars (\$25,000) per claim deductible, coverage to continue through completion of this Agreement plus two (2) years thereafter.

The District reserves the right to modify the limits and coverages described herein.

**C. Deductibles and Self-Insured Retention:** Consultant shall inform the District in writing if any deductibles or self-insured retention exceeds Twenty-Five Thousand Dollars (\$25,000). At the option of the District, either:

1. The District can accept the higher deductible;
2. Consultant's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
3. Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; Instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the Services, Consultant's insurance coverage shall be primary insurance with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Consultant's insurance and shall not contribute with it. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

**E. Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Consultant shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Consultant to procure insurance from another insurer.

**F. Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Consultant shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

[END OF EXHIBIT]