

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL NO.: C-11

**CONSULTANT FOR THE DEVELOPMENT OF A
DISTRICT-WIDE FACILITIES MASTER PLAN UPDATE**

Proposals Due:

NOVEMBER 02, 2010 at 2:00 P.M.



**Return Bids To:
District Office
Facilities Planning & Management Department
5020 Franklin Drive
Pleasanton, California 94588**

**Tel.: (925) 485-5287
Fax: (925) 485-5294**

RFP No. C-11
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NOTICE INVITING REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that Chabot-Las Positas Community College District, State of California, hereby calls for proposals – Consultant for the Development of a District-Wide Facilities Master Plan, RFP No. C-11 in which the consultant will assist the Facilities Planning and Management Department and the District's two Colleges in preparing an update to the District Wide Facilities Master Plan, including long-range program development, growth, and capital plans for the college's two campuses. The plans will include a review of the academic program plans, potential for maximum growth at build-out for each of the campuses, and a capital program that will identify preferred land use, potential building sites, circulation plans, as well as capacity and massing plans to support the academic program needs of each of the campuses to be delivered to the Contract Manager, Facilities Planning & Management Department, 5020 Franklin Drive, Pleasanton, California 94588 until Tuesday, November 02, 2010 at 2:00 p.m. at which time and place said proposals will be examined. Faxed or emailed proposals will not be accepted.

Request for Proposals will be available by Tuesday, October 12, 2010 at the Facilities website at <http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFPandServices.php> (Adobe Reader is required for downloading document) Inquiries regarding this proposal should be directed to office of the Contract Manager, Facilities Planning & Management, Victoria L. Lamica, Contract Manager, e-mail at vlamica@clpccd.org . Reference RFP No. C-11 on all inquiries.

The Board of Trustees reserves the right to reject any and all proposals and any and all items of such proposals. For more information, please refer to the Facilities Measure B Program Website at <http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFB.php>

1. BACKGROUND AND INTRODUCTION:

The Chabot-Las Positas Community College District (CLPCCD) Facilities Planning and Management Department, on behalf of the CLPCCD Board of Trustees and the District's two campuses, requests proposals from qualified consultants to assist the Facilities Planning and Management Department and the District's two Colleges in preparing an update to the District Wide Facilities Master Plan, including long-range program development, growth, and capital plans for the college's two campuses. The plans will include a review of the academic program plans, potential for maximum growth at build-out for each of the campuses, and a capital program that will identify preferred land use, potential building sites, circulation plans, as well as capacity and massing plans to support the academic program needs of each of the campuses.

The Chabot-Las Positas Community College District consists of two college campuses, one district office and district centers. Interested respondents to this RFP should go to <http://www.clpccd.org> to learn more about the District. This web site includes information, including the current academic, facilities and technology master plans that will be essential in the preparation of a response to this RFP.

The most recent comprehensive College Educational Master Plans, Facility Master Plans and Technology Master Plans may be found online at the District's website: <http://www.clpccd.org/>

Specifically, as components of District work and the Measure B Bond Issue, please refer to the following links to assist in the preparation of your proposal:

Chabot College and Las Positas College Facilities Master Plans:
<http://www.clpccd.org/facilities/default.php>

Chabot College Educational Master Plan:
http://www.chabotcollege.edu/about/MasterPlan_2005-2015.pdf

Las Positas College Educational Master Plan:
<http://www.laspositascollege.edu/about/master-plan.php>

Technology Master Plan:
<http://www.clpccd.org/tech/TechnologyPlans.php>

The District and its two campuses are in the process of updating the educational master plans, which will further develop current and potential academic program plans at each college to include the contract education/workforce development component of the District. Embedded within the District's governance structures is a tradition of collegial governance and decision-making that will be an important factor in the development of the Facilities Master Plan, which will become a part of the District's Educational Master Plan. The District will use the proposed capital facilities planning process to identify the remaining needs for completion of the existing bond measure, to support requests for funding from future State-wide bond measures or for a future general obligation facilities bond measure to fund the facilities additions and enhancements as identified by the plan.

2. PROPOSED PROJECT – Facilities Master Planning

This Request for Proposal (RFP) is for only the facilities planning component of the District-wide Educational Master Plan. The selected consultant will be required to produce written, graphic, and digital documentation of plans to ultimate build-out, and capital plans to accommodate the student enrollment in the academic master plan that will be developed by another provider. The consultant will gather input from the District and College leadership, the Academic and Classified Senates and other constituencies through the facilities committees developing and/or revising capital plans through participation in open forums, committee meetings and public review. The consultant will assist the District in the planning process through adoption of the plans by the District's Board of Trustees.

The final product will include, but not be limited to, a capital plan that illustrates the potential building and infrastructure capacity of each of the college campuses and District facilities to accommodate potential educational program expansion, as well as potential maximum growth. A critical component of the final product will be a recommendation for the final build-out size for each campus and the District and a comprehensive analysis and justification for those recommended sizes.

The academic plan component, which is not a component of this RFP, will include, but not be limited to: 1) Campus background and history; 2) mission and vision; 3) description and assessment of academic program existing conditions; 4) external and internal influences; 5) analysis of current program status to preferred future program status; and 6) responses to move from current situation to future programs.

The capital plans, which are the focus of this RFP, will include, but not be limited to: 1) site analyses, including site utilities; 2) appropriate land use designations and placement; 3) maximum buildable areas available; 4) appropriate massing, building height, and constraints for each available building site; 5) allocation of building areas to maintain an open space structure; 6) a density appropriate to pedestrian-oriented campuses/colleges; 7) review and update of building and landscape design standards; 8) pedestrian and vehicular circulation (including bicycle, service, and emergency) and parking locations; 9) recreation and athletic facilities; 10) child care facilities; 11) performing arts venues; 12) synergistic uses and potential adjacencies for program interaction and facility efficiency; 13) integration of technology into all facilities, and 14) integration of sustainability into the design, construction, and ongoing operation of all facilities.

The plans for each College and District facility will include, but not be limited to: an Academic Plan (to be developed by another provider), a Land Use Map, a Building and Massing Plan, a Circulation Plan, and a Utility Infrastructure Plan. Further detail of expectations and deliverables are attached as Exhibit A. The District will be open to suggestions by the consultant to additional and/or modified areas of analysis based on their review of the project.

Planning Team and Process: The consulting team should include appropriate individuals familiar with facility program planning in the California Community Colleges and technical planning expertise in facility, educational center and landscape planning/design, long-range planning/design and infrastructure planning/engineering/design. The consultant's proposal should include a description of the recommended approach to developing the planning process

and outcomes that are described above. The planning process will require interactive meetings, planning charts, open forums, workshops and presentations.

The proposal submitted by the prospective consultant should anticipate a minimum start-up period of two to three weeks for orientation meetings with the District's executive leadership team before the formal planning process begins. During the course of the process, the consultant will be responsible for producing all meeting minutes and associated handouts in an electronic format for review and distribution by CLPCCD staff.

3. SCOPE OF REQUIRED SERVICES:

Program Definition/Data Collection: The educational plan information and growth capacity information from the Education Master Plan will be used to determine the type and amount of building space that would be needed as the District matures to final build-out. The information will translate into space requirements, land use, adjacencies, capacity/massing, circulation, infrastructure and utility requirements.

Site Analysis including Massing Analysis and Future Expansion: The consultant will examine campus physical attributes and constraints, surrounding context, and existing and potential future program needs. As part of the capacity/massing study, potential building sites would be identified, including sites necessitating the demolition of existing structures, and would show utility service connections and identify potential site issues. The study will provide total site capacity information for potential development.

Site Current Condition Analysis: The consultant will examine current campus infrastructure (both above and below ground), parking, technology, accessibility, way-finding, and condition of current facilities. Based on those studies, the consultant will propose ABR (Architectural Barrier Removal), way-finding, renovation, modernization and infrastructure projects, as well as new construction.

Sustainability and LEEDS: The consultant is expected to consider and maximize sustainability and LEEDS in the preparation of all proposals and identify renewable energy opportunities. The District Board policy is minimum LEED Silver for new buildings and LEED Silver equivalent for renovated buildings.

Final Product: The consultant will prepare a draft and final planning document which will include, but not be limited to, the elements listed below. The elements in **BOLD** are to be provided to the academic master planning consultant by the Facilities Master Plan Architect.

- A. Executive Summary
- B. Background, including:
 - 1. The Master Planning Process
 - 2. **Education Master Planning Process**
 - 3. **Facilities Master Planning Process**
 - a. **Timelines**
 - b. **Step-by-step process**
 - 4. **State Rules & Guidelines**

5. Funding for Capital Outlay Projects Described in the Chabot-Las Positas Education and Facilities Master Plan

C. The District and Colleges, including:

1. **Description of the District**
2. **Description of Chabot and Las Positas Colleges**
3. **Mission, Vision, Values**
4. **Opportunities and Challenges**
5. **Capacity/Load Ratios**
6. **Condition of Facilities**
7. **Enrollments Projections**
8. **Available land**
9. **Parking**
10. **Campus Architecture**
11. **Campus Circulation**
12. **Land Use and Topography**
13. **Parking**
14. **Programs**
15. **Other Services**
16. **Adjoining Districts**

D. Population and Employment Trends

1. Local
2. County-wide
3. K-12
4. National
5. Global

E. Educational Trends

1. Local
2. County-wide
3. K-12
4. National
5. Global
6. Higher Education Systems
 - a. CSU-UC
 - b. Other Systems
 - i. Private
 - ii. Out-of-state

- F. Enrollment Trends
 - 1. Demographic Data
 - 2. Concurrent Enrollment
 - 3. Past Trends
 - 4. Adult Population Projections
 - 5. Participation Rates
 - 6. Student Free Flow
 - 7. Projected Enrollments

- G. Institutional Identity and Direction

- H. Analysis of Individual Academic and Academic Support Programs
 - 1. Program Description
 - 2. Program Review
 - 3. Future Development
 - 4. Role of Technology
 - 5. Projected WSCH
 - a. Lecture Space
 - b. Laboratory Space
 - 6. Facility (ASF) Requirement

- I. Linkage Between Academic & Facilities Master Plans
 - 1. Converting WSCH to ASF
 - 2. Midterm and Long-term Information

- J. **Facilities Master Plan – for District and each Campus**
 - 1. **Capacity/Load Analysis and Projections**
 - 2. **Goals of the Plan**
 - 3. **Environmental Constraints**
 - 4. **Specific Projects**
 - 5. **Circulation Plans**
 - 6. **Access Plans**
 - 7. **Renovation and Modernization Plans**
 - 8. **Phasing and Prioritization Plans**
 - 9. **ABR Plans**
 - 10. **Energy Conservation Plans**
 - 11. **Sustainability Plan**
 - 12. **Vehicular Circulation Plan**
 - 13. **Pedestrian Circulation and Way-Finding Plan**
 - 14. **Signage Plan**
 - 15. **Public Transportation**

4. PROPOSED SCHEDULE

It is anticipated that the education and facilities master planning processes will overlap, but that the academic work will be more front-loaded and the facilities planning more back-loaded. Following is the anticipated schedule however the actual schedule will be developed with the selected consultant.

Orientation (1) and Initial Planning Meetings (2)	Jan, 2011 – Feb, 2011
Research and other functions (not requiring faculty participation)	Feb, 2011 – April, 2011
Draft Plans Developed (3)	April, 2011 – June, 2011
Public Forums and Comment (4)	June, 2011 – July, 2011
Final Plans Developed (5)	July, 2011 – August, 2011
Internal District Presentations and Dialogue (6)	August, 2011 – September, 2011
Board Workshop and First Reading (7)	October, 2011
Plan Adoption by the Board of Trustees (8)	November, 2011

Definition of Terms

- (1) Orientation meetings with Facilities Planning, Design, and Construction staff and District leadership.
- (2) Planning sessions with District leadership, academic planning councils, strategic planning committees, and others as required.
- (3) Draft plans developed and available for District review and comment.
- (4) Draft plans revised and made available for public review and comment.
- (5) Final plans developed and made available for District review and approval.
- (6) Internal District presentations to District Budget and Planning Committee.
- (7) Board of Trustees workshop and first reading.
- (8) Board action and adoption

5. SUBMITTAL FORMAT AND SELECTION CRITERIA

Qualifications: Prospective consultant should assemble a planning team that has the following qualifications:

1. Outstanding credentials in working with community college district educational program planning, long range planning and master planning.
2. Significant experience in the preparation of data-driven and visionary facilities master plans for California Community Colleges.
3. Exceptional qualifications in large scale site planning and development including capacity and massing study experience.
4. Expertise in sustainable development and livable campus environments.
5. Public forum & presentation experience.

Highest consideration will be given to consultants with demonstrated understanding of the relationship of District academic master planning to facilities master planning, facilities master

planning and long-range development plans, experience with facilities requirements, capacity and massing studies, planning and architectural data gathering, analytical methodologies, familiarity with California Community Colleges, and responsiveness to the needs of the District's campuses.

Proposal Format: Consultant's proposal should be concise and contain the following sections in order as shown.

1. **Introduction** – Describe philosophy of the consultant or the consultant's firm and the areas in which the consultant or the firm excel. Describe what is unique about the consultant or the firm as it relates to this specific project.

2. **Approach** – Describe specific techniques to be employed. Outline the anticipated work plan and schedule. Describe how your team will work with the District leadership, faculty and staff to manage and conduct the planning process and keep the project on schedule. The proposal should specifically address how the team would balance the reality of deadlines with Chabot-Las Positas deeply embedded tradition of collegial governance and deliberative processes. In addition:
 - a. List the qualitative and quantitative data elements that you will provide to and require from the educational master planner; specifically, what will you need from the educational master planner in order to create a data-driven, visionary facilities master plan?
 - b. How will you work with the educational master planner to ensure you have the information you will need in order for you to be successful?
 - c. List any additional components of the comprehensive master plan that you will not be providing and that you will expect from the educational master planner if different than specified under the "FINAL PRODUCT" section of this RFP.
 - d. What strategies will you use to assure appropriate participation from college constituencies?

3. **Statement of Qualifications/Team Description and Relevant Professional Experience** – Provide the names and professional background of each team member, including sub-consultants, if applicable. Describe experience of each team member relative to college/campus long-range and master planning and the proposed role for each team member. In addition:

In developing the facilities master plan, you will have quantitative inputs such as enrollment projections and the existing space inventory that can be used to derive a quantitatively-based facilities master plan. You will be provided with qualitative inputs from the educational planner, these will include an environmental scan and initiatives resulting from program review. Please provide examples of how you have balanced the quantitative and qualitative factors in preparing a facilities master plan for another community college.

4. **Project Experience** – List projects in chronological order in which team members were involved. Indicate projects done by team member(s) while employed at another firm(s), provide firm name.
5. **Client Relationships and References** – Provide names, addresses, telephone numbers, and email addresses of at least four clients who can evaluate work that has been completed by the firm in the past five years. The District is proud of its tradition of collegiality and collaboration and assessing how a consultant will function within that culture will be a critical evaluation component.

In addition, please list references for each institution for which your firm has prepared a facilities master plan based on an educational master plan prepared by another consultant and list the academic consultant with whom you worked for each of these projects.

6. **Illustrative Materials** – Provide a limited selection of illustrative materials, such as photos and drawings, demonstrating long-range and master planning work performed by your firm, preferably within the California Community College System.

Fee Proposal: Provide a total fee proposal with supporting details using the form provided herein. Estimates should be provided for time and work effort required, hourly billing rates, and any estimated reimbursable expenses (e.g., printing and copying expenses) that are not covered by fees.

6. SELECTION PROCESS

All proposals will be examined for merit and ranked by a screening committee according to quality and responsiveness. The top proposals will be placed on a short list of finalists and may be called for interviews.

Team members giving the presentation shall consist of those who will actually direct and complete the planning process. Upon completion of the interviews, fee proposals will be evaluated. The firm selected as first choice will be notified and asked to negotiate final terms of the contract with the Vice Chancellor of Facilities Planning and Management or his/her representative. The contract will be forwarded to the Board of Trustees for approval and authorization to proceed.

Schedule for Consultant/Firm Selection:

Announcement of RFP	October 12 th , 2010
Proposals Due	November 2nd, 2010; 2:00 pm
Shortlist Decision	November 16th, 2010
Interviews & Selection	December 9th, 2010

CLPCCD has the sole authority to change the selection schedule and select the final consultant or firm, and reserves the right to reject any and all submittals, or any portion thereof. The District further reserves, at its sole discretion, the right to negotiate any and all cost factors and/or aspects regarding the scope or the performance of the work.

7. SUBMISSION OF PROPOSALS

Interested consultants should submit four (4) hard copies and one electronic copy of their proposal, including one of the four clearly marked original document with original signatures, to CLPCCD by the due date and time stated herein. Proposals should be clearly labeled “**RFP C-11: CONSULTANT FOR THE DEVELOPMENT OF A DISTRICT-WIDE FACILITIES MASTER PLAN UPDATE**” and delivered to CLPCCD by U.S. Mail or other delivery service such as UPS, FedEx, etc., or personal delivery to:

Ms. Victoria Lamica, Contract Manager
Facilities Planning and Management
Chabot-Las Positas Community College District
5020 Franklin Drive
Pleasanton, CA 94588

**ALL RESPONSES MUST BE RECEIVED BY NO LATER THAN:
TUESDAY, NOVEMBER 02, 2010 at 2:00 PM.**

No oral, telegraphic, electronic, facsimile or telephone statements will be considered. Any proposals received after **2:00 PM, November 2nd, 2010**, will not be considered and will be returned unopened. All submittals become the property of the Chabot-Las Positas Community College District. Request for Information/Questions regarding this RFP may be directed to:

Ms. Victoria Lamica, Contract Manager
Facilities Planning and Management
Chabot-Las Positas Community College District
5020 Franklin Drive
Pleasanton, CA 94588

Email Address: vlamica@clpccd.org

INSTRUCTION FOR PROPOSERS

1. **SECURING DOCUMENTS:** Request for Proposal and other contract document forms will be available without charge, and may be secured by prospective Proposers by downloading document (Adobe Reader required) from the Facilities, Measure B website at:
<http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFPandServices.php>
2. **PROPOSALS:** Proposals to receive consideration shall be made in accordance with the following instructions:
 - (a) Proposals shall be made upon the form obtained at the referenced above and properly executed. Proposals are to be verified before submission as they cannot be corrected after proposals are opened.
 - (b) Before submitting a proposal, Proposers shall carefully read the directions and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. No allowance will be made because of lack of such examination or knowledge.
 - (c) The decision as to acceptability of services or items rests solely with the District staff. Proposer shall submit complete information on the services stated in proposal form. Failure to do so may nullify the proposal. Any concerns regarding the specifications must be called to the attention of the District prior to the opening date set forth herein.
 - (d) Proposals shall be delivered to the District, at the office indicated, on or before the day and hour set for the opening of proposals. Proposals shall be enclosed in a sealed envelope bearing the description of the proposal call, and the name of the Proposer. It is the responsibility of the Proposer to insure that their proposal is received in proper time and at the proper place. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened.
 - (e) The District reserves the right, at any time, to abandon or terminate its efforts to contract for said services without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned. The District further reserves the right to waive any irregularities or informalities with regard to the proposal or the proposal process, and to negotiate with the successful Proposer, as contractor, on any point which may best serve the District with respect to cost or value of the service to the District.
3. **PRICES AND/OR FEES:** All proposal prices and/or fees shall include separate proposals for each item specified, and shall be recorded in the proposal format provided herein. Proposed fees shall be firm for the duration of the project and shall include all of the Proposer's costs, taxes, fees, expenses, overhead and profit. It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the

event that the actual cost of performing the studies and surveys proves to be less than is now estimated at the time of entering into this contract.

4. **ADDENDA:** Any addenda issued by the Chabot-Las Positas Community College District during the time of issuance to the Proposer shall be covered in the proposal and shall be made a part of the contract.
5. **WITHDRAWAL OF PROPOSALS:** Any Proposer may withdraw its proposal, either personally or by a written request, at any time prior to the scheduled time for opening of proposals, but not after.
6. **AWARD OR REJECTION OF PROPOSALS:** The Contract will be awarded to the Proposer based on selection criteria outlined in this request for proposals. The Governing Board of Chabot-Las Positas Community College District, however, shall reserve the right to reject any/or all proposals, to accept or reject any one or more items of a proposal, and to waive any informality or irregularity in the proposals or in the bidding. The District further reserves the right to negotiate with the successful Proposer, as contractor, in order to ensure the best value and highest service level for the District.
1. **WITHDRAWAL OF PROPOSALS AFTER OPENING:** No Proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening thereof.
8. **PROFESSIONAL SERVICES AGREEMENT:** The Professional Services Agreement (PSA) resulting from this Request for Proposals shall consist of the following documents: Request for Proposals, Instructions for Proposers, the Accepted Proposal, the Statement of Services, Terms and Conditions of PSA, Non-Collusion Affidavit, Drug-Free Workplace Certification, Workers' Compensation Insurance, and all modifications thereof duly incorporated therein, and the Purchase Order, if applicable. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in the agreement. Upon submittal of proposal, the Proposer is accepting all terms and conditions of PSA (Exhibit A).
9. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the scope of work, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they are instructed to contact Ms. Victoria L. Lamica, Contract Manager, Facilities Planning & Management Department, at vlamica@clpccd.org to request an interpretation or correction thereof. The District may require that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made by Addendum duly issued by the District, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The District will not be responsible for any other explanation or interpretation of the proposed documents.

10. **PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:** No person, firm or corporation shall be allowed to make or file or be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation submitting a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers.
11. **ASSIGNMENT OF CONTRACT:** No assignment by the Proposer of any contract to be entered into hereunder or any part thereof, or of funds to be received by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.
12. **PERMITS AND LICENSES:** The Proposer and all of the Proposer's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.
13. **NON-COLLUSION AFFIDAVIT:** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder (Exhibit B).
14. **DRUG-FREE WORKPLACE CERTIFICATION:** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder (Exhibit C).
15. **WORKER'S COMPENSATION INSURANCE:** Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the following certificate prior to performing any of the Work under the Contract: "I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of

the Work of the Contract.” The form of such Certificate is included as part of the Contract Documents (Exhibit D).

16. **HOLD HARMLESS AND WAIVER OF LIABILITY:** The Proposer agrees to defend, hold harmless and indemnify the Chabot-Las Positas Community College District, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the contractor's performance of professional services set forth herein. The Proposer, at his own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand pertaining to this project, and satisfy and judgment that may be rendered against any of them. The Proposer further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.
17. **INSURANCE, PERMITS AND LICENSES:** The Proposer shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this contract and any extensions, insurance adequate to protect the Proposer from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), loss of property and damage to property which may arise as a consequence of this contract. All policies, with the exception of Workers' Compensation, shall name the District, its officers, directors, agents, and employees as additionally insured, with respect to the Proposer's acts or omissions under this agreement, and shall contain a covenant requiring thirty (30) days' prior written notice to the District before cancellation, reduction, or any other modification of coverage. These policies shall be primary and non-contributory with any insurance of the District and shall contain a severability of interest clause in respect to cross liability, protecting each named insured as though a separate policy had been issued to each. Certification of the above policies shall be furnished to the District upon execution of this agreement. The failure to furnish such evidence may be considered default by the Proposer. The Proposer and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this contract. All operations and materials shall be in accordance with the law. The Proposer shall maintain current insurance documents, for all of the above coverage, on file at the District during the term of any contract with the District, including, but not limited to:
- Certificate of Insurance confirming \$1,000,000 combined single limit general liability coverage, automobile liability coverage, professional liability coverage, and contractual liability coverage, all four naming the Chabot-Las Positas Community College District as an additional insured and copies of the endorsements to the policies naming the Chabot-Las Positas Community College District as an additional insured.
 - Proof of workers' compensation coverage
18. **QUALITY OF WORK:** The Proposer shall be responsible for the performance of all work as specified in this proposal. The Proposer shall guarantee that work meets or

exceeds the specifications as set forth herein and in the Request for Proposals documents.

19. **PROPOSER'S EMPLOYEES:** The Proposer shall not employ on this project any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under the contract. Should the District deem anyone employed on this project to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from work under this order and he/she shall not again, without prior written permission of the District, be assigned to work under this contract.
20. **EXTRA WORK AND SERVICES:** In the event that circumstances disclosed by this study indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the Proposer shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify the Proposer in writing. No claims of the Proposer for extra work or services shall be allowed before such extra work and services are entered upon or undertaken.
21. **SCHEDULE:** The District shall schedule and coordinate the Proposer's work and the work of others, and the Proposer agrees to comply strictly with such scheduling and coordination. The final version of the project schedule shall be finalized upon mutual agreement between the District and the Proposer.
22. **COMMENCEMENT OF WORK:** Upon award of this contract, the Proposer shall provide written notification to the Contractor by means of an Authorization to Proceed Letter, accompanied by District purchase order document. No work shall commence until such written authorization has been duly executed.
23. **COMPLETION AND DELIVERY OF REPORT:** The Proposer shall complete the required studies and surveys and present the completed report to the Vice President of Academic Services and Director of District-Wide Economic Development and Contract Education by no later than the mutually agreeable date as established by the parties after notification of award of the contract.
24. **PAYMENT:** Payment terms shall be "Net 30" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable, 5020 Franklin Drive, Pleasanton, CA 94588.
25. **TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, the Proposer shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Proposer shall expressly waive any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

26. **DEFAULT BY CONTRACTOR:** The District shall hold the Proposer responsible for any damage which may be sustained because of the failure or neglect of the proposer to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence of the Proposer's delivery requirement. If the proposer fails or neglects to furnish or deliver any of the materials, supplies, or services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the contract, the District may, upon written notice to the proposer, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies, or services elsewhere without notice to the Proposer.
27. **INDEPENDENT CONTRACTOR:** While engaged in carrying out and complying with the terms and conditions of this contract, the Proposer is deemed to be an independent contractor, and is not an officer, employee or agent of the District.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this January 19, 2011, in the City of Pleasanton, County of Alameda, State of California, by and between CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, a California Community College District, (hereinafter referred to as "DISTRICT") and *Consultant's Firm Name* (hereinafter referred to as "CONSULTANT") having its principal place of business at *Consultant's Address*.

WITNESSETH:

WHEREAS, DISTRICT desires to engage CONSULTANT to perform certain of the professional services, and

WHEREAS, CONSULTANT represents that it is fully qualified and willing to perform the services required hereunder, professional services for the "District-Wide Facilities Master Plan Update", and

NOW THEREFORE, for and in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. STATEMENT OF SERVICES

CONSULTANT hereby agrees to perform the tasks and services set forth in Exhibit "A", entitled "Statement of Services", attached hereto and made a part hereof, in accordance with the terms and conditions, sequence, time, and manner expressed herein.

II. COMPENSATION

For and in consideration of the services performed by CONSULTANT hereunder, DISTRICT agrees to pay CONSULTANT the sums set forth under Exhibit "B" entitled, Compensation and Payment , attached hereto and made a part hereof.

III. TERMS AND CONDITIONS

CONSULTANT agrees to be bound by the General Provisions for Professional Services Agreement identified as Exhibit "C", also attached hereto and made a part hereof.

IV. TERM

The Term of the Agreement shall commence as of the date set forth above and shall expire upon the Consultant's completion of the services set forth herein. The foregoing notwithstanding, the Consultant shall complete the services hereunder in a prompt manner; if the District establishes a schedule for the Consultant's completion of the services under this Agreement or portions thereof, the Consultant's completion of services under this Agreement shall comply with such schedule. The Consultant shall be liable to the District for the consequences of the Consultant's failure to complete the services under this Agreement in a prompt manner or for failure to comply with a District established schedule for completion of the services or portions thereof.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date first written above.

“DISTRICT”
CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT

“CONSULTANT”
FIRM’S NAME

By: _____ Date _____
Mr. Lorenzo Legaspi
Vice Chancellor, Business Services

By: _____ Date _____
Print Name: _____

By: _____ Date _____
Mr. Jeffrey M. Kingston
Vice Chancellor
Facilities Planning & Management

Title: _____

EXHIBIT "A"
STATEMENT OF SERVICES

1. CONSULTANT represents that it has the expertise, experience, personnel, and resources to perform the desired services. The CONSULTANT further represents that CONSULTANT and all personnel engaged to provide/perform services hereunder are and shall remain fully qualified and authorized, permitted and/or licensed under applicable law or regulations to perform such services. None of the work or services shall be subcontracted without the prior written approval of DISTRICT.

2. CONSULTANT will perform or cause to be performed those services described below in accordance with all laws, regulations, and applicable codes and with the provisions of this agreement. CONSULTANT shall use its best efforts to conduct the services in an expeditious and timely manner. All services hereunder shall be provided/performed in accordance with the standard of care for consultants providing/performing similar services.

3. A written definition of the Services to be performed by the CONSULTANT is set forth below:
 - A. Review District prepared demographics, participation rate projections, program surveys and draft Educational Master Plan as they relate to District facilities and colleges.

 - B. Review existing Chabot College and Las Positas College Facilities Master Plans and prepare an analysis of work that has been completed, work still to be done that is consistent with the Educational Master Plan and work that is no longer consistent with the Educational Master Plan.

 - C. Conduct site tours of District facilities and both campuses to familiarize the team with existing facilities, programs, traffic/pedestrian/service flows. Develop site tour reports that record findings and make preliminary recommendations of areas needing improvement or corrective actions. A comprehensive needs assessment of the existing facilities is not required.

 - D. Review Measure B project planning documents and incorporate remaining funded but unbuilt projects into planning. Make recommendations to continue, modify or delete projects.

 - E. Work with College Facilities Committee to gather input in determining needs and objectives for District facilities and campuses.

 - F. Develop flow diagrams showing public transportation, parking, traffic flow of students and staff, service vehicles and pedestrians that include recommendations for improvement and modifications.

- G. Prepare draft program documents that include all assignable square footage and required adjacencies for each educational program space for District facilities and both campuses. Include all general education, basic education programs, focused vocational and educational programs, contract education and centers, and support spaces as identified in the Draft Educational Master Plan.
 - H. Prepare diagrammatic space adjacency plans showing all assignable spaces on the two college campuses and District facilities. Provide copies for review by District committees. Conduct design meetings, gather input and refine design.
 - I. Prepare approximate gross square footages, indicated by phase, of both colleges and District sites including parking requirements by phase and projected site size to service the projected needs of each site.
 - J. Develop Landscape Master Plans that update the existing campus standard plans including planting materials, wind sheltering and shade maximization and considers long range maintenance issues.
 - K. Prepare a proposed schedule for phasing and prioritization of Master Development of the District facilities and both campuses that serves as a basis for cost modeling and district five year planning.
 - L. Prepare programmatic cost model based upon the adjacencies and project program document for District review and input. Compile input and finalize.
 - M. Finalize into Facilities Master Plan segment of the Educational Master Plan that will be presented to the Board of Trustees for comment and approvals.
- 4. All work to be performed using AutoCAD Version 2002, or higher.
 - 5. No other terms and conditions shall apply other than as specified in Exhibit "C", Section 17, "Extent of Agreement."

End of Page

EXHIBIT "B"
COMPENSATION AND PAYMENT

1. For and in consideration of the performance and completion of the services hereunder, DISTRICT agrees to pay CONSULTANT as follows:

TOTAL FEE \$

2. Once each month, CONSULTANT shall submit an invoice for services rendered during the previous calendar month. CONSULTANT invoice is to include the District Purchase Order number which will be provided independently by the District. Fees are to be invoiced on a monthly, single invoice, on an invoice format provided independently by the District.
3. Within thirty (30) days DISTRICT shall promptly pay CONSULTANT the amount due. If the consultant fails to timely and fully perform material obligations of the Consultant hereunder, notwithstanding any provision of the Agreement to the contrary, the DISTRICT may withhold from any amount due the CONSULTANT, with the withheld amounts being disbursed to the CONSULTANT after the CONSULTANT has fully cured such failure to perform, less costs, expenses, losses or damages sustained by the DISTRICT as a result of such failure to perform.
4. CONSULTANT shall not perform any additional service, or incur any additional expense in the performance of this Agreement without the prior written approval of DISTRICT.
5. DISTRICT shall not be responsible for payment or reimbursement of monies for additional services performed without the prior written approval of DISTRICT.
6. Should a change of scope or additional services be required, payment for such services will be determined at the time of DISTRICT's written approval, and such shall be amended to this Agreement.
7. DISTRICT will not be responsible for reimbursement for costs invoiced more than 90 days after the costs were incurred.

End of Page

EXHIBIT "C"
GENERAL PROVISIONS FOR
PROFESSIONAL SERVICES AGREEMENT

1. Responsibility

CONSULTANT shall be solely responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, calculations, data, reports or other Services to be provided hereunder, and shall, without any additional compensation, correct or revise any errors or deficiencies promptly upon notice or discovery thereof, provided that the CONSULTANT'S obligation to correct or revise errors/discrepancies in the services provided is in addition to and not in lieu of the consultant's liability to the DISTRICT for losses, costs, expenses or damages sustained by the DISTRICT as a result of such errors/deficiencies. Neither a review, approval or acceptance of, nor payment for, any of the Services required hereunder shall be construed as a waiver of any rights under this Agreement by DISTRICT or of any cause of action arising out of the performance of this Agreement, and Subcontractor shall be liable for all damages caused by or arising out of CONSULTANT'S negligent performance of any Services provided or required hereunder.

2. Changes

DISTRICT may, upon ten (10) days written notice, make changes in the Scope of Services to be provided hereunder. If such changes result in an increase or a decrease in Services, the time required to performance thereof, or the compensation thereof, this Agreement shall be modified accordingly in writing in order for such changes to be valid.

3. Termination
 - A. Performance of the work and Services hereunder may be terminated by DISTRICT at any time, in whole or in part:
 - (1) Whenever CONSULTANT shall default in its obligations hereunder or fails to make progress in the prosecution of the work or Services; or
 - (2) For the convenience of DISTRICT.

 - B. Termination shall be effected by delivery to CONSULTANT of the Notice of Termination, specifying whether said termination is for default of CONSULTANT or for the convenience of DISTRICT, the extent to which performance of the work and Services is terminated; and the date upon which said termination is to become effective. If, after Notice of Termination for default, it is determined that CONSULTANT was not in default, or that CONSULTANT 's failure to fulfill its obligations was due to causes beyond its control and without its fault or negligence, the Notice of Termination shall be deemed to have been issued for the convenience of DISTRICT.

- C. Following receipt of Notice of Termination, CONSULTANT shall discontinue performance on the date and to the extent specified therein, and deliver to DISTRICT the completed or partially completed plans, information, data, reports, estimates, summaries, materials, or other documents which, if performance had been completed, would be furnished to DISTRICT. CONSULTANT shall continue performance of such part of the work and Services which are not terminated by the Notice of Termination. CONSULTANT shall prepare and submit a termination claim for services satisfactorily performed, which shall include costs and expenses, reimbursable in accordance with the Terms of this Agreement, not previously paid to CONSULTANT, incurred prior to the effective date specified in the Notice of Termination, and DISTRICT may agree upon the whole or any part of the amount(s) claimed by CONSULTANT on account of the termination or partial termination.
- D. In the event of termination for default, DISTRICT shall be entitled to complete the work and Services hereunder or engage others to do so and in addition to whatever remedies it may have at law if the expense of completing said work and Services is greater than the amount CONSULTANT was to receive as compensation therefore, DISTRICT shall be entitled to recover the difference from CONSULTANT.

4. Confidentiality

CONSULTANT hereby agrees that all information provided by DISTRICT relating to the Services hereunder shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of DISTRICT, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided that the limitation shall not apply to any information or portion thereof, which is within the public domain at the time of its disclosure. The requirements of this provision shall survive the term of this Agreement.

5. Ownership and Reuse of Documents

All non-proprietary data, information, reports, drawings, renderings, or other documents or materials prepared by CONSULTANT hereunder shall become the property of DISTRICT whether or not the work covered thereby is executed; provided that CONSULTANT may at the CONSULTANT'S cost and expense reproduce such items to retain as a record copy for its files.

6. Relationship

The legal relationship of CONSULTANT to DISTRICT hereunder shall be that of an independent contractor and not that of an agent, employee or joint venture.

7. Examination of Records

If the Services performed by CONSULTANT hereunder are in support of any government contract or program, or under a cost reimbursable type agreement, or for any authorized additional service or reimbursable expense, Subcontractor shall until the expiration of six (6) years after final payment hereunder, maintain such books and

records under generally recognized accounting methods and permit inspection by DISTRICT or any of its authorized representatives.

8. Compliance with Laws

CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect throughout the term of this Agreement, including, but not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the orders of the Secretary of Labor pursuant thereto.

9. Insurance

Prior to commencing work, the CONSULTANT shall procure and maintain at CONSULTANT'S own cost and expense for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of the work or services hereunder by the CONSULTANT, its agents, representatives, employees or sub consultants.

A. Minimum Limits of Insurance.

CONSULTANT shall maintain limits of no less than:

(1) Commercial General Liability

Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage. Coverage shall be provided on an "occurrence" basis.

(2) Comprehensive Automobile Liability Insurance:

One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage. The following coverage's shall be included:

- (a) Owned Automobiles.
- (b) Hired Automobiles.
- (c) Non-Owned Automobiles.

(3) Professional Liability Errors and Omissions Insurance: With a limit of not less than One Million Dollars (\$1,000,000).

(4) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of One Million Dollars (\$1,000,000) per accident.

B. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, the insurer shall reduce or eliminate such deductibles (limited to general and automobile liability insurance only) or self-insured retentions with respect to the DISTRICT, its officials and employees, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

C. Other Insurance Provisions

(1) General Liability and Automobile Liability Coverage's Only:

- (a) The DISTRICT, members of its boards and commissions, officers, and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; premises owned, leased, or used by the CONSULTANT; and premises on which CONSULTANT is performing services on behalf of the DISTRICT. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, members of its boards and commissions, officers, and employees.
- (b) The CONSULTANT'S insurance coverage shall be primary insurance as respects the DISTRICT, members of its boards and commissions, officers, and employees. Any insurance or self-insurance maintained by the DISTRICT, its officials, and employees, shall be in excess of Consultant's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, members of its boards and commissions, officers, or employees.
- (d) Coverage shall state that CONSULTANT'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employer's Liability Coverage's:

The insurer shall agree to waive all rights of subrogation against the DISTRICT, members of its boards and commissions, officers, and employees for losses arising from work performed by CONSULTANT for the DISTRICT.

(3) All Coverage's.

- (a) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage limits except after thirty (30) days prior written notice has been given to the DISTRICT.
- (b) If CONSULTANT, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. The DISTRICT, at its sole option, may terminate this Agreement in accordance with Provision Number 14, Termination. Alternatively, the DISTRICT may purchase such required insurance and may deduct that cost from sums owed to Consultant provided CONSULTANT does not obtain the

insurance itself within five (5) days of receipt of the DISTRICT'S notice of intent.

- (c) CONSULTANT agrees to add designated agents of the DISTRICT as additional insured under the above policies as mutually agreed.

D. Acceptability of Insurers.

Insurance is to be placed with insurers rated A: 6 or better by A.M. Best's rating-service.

E. Verification of Coverage.

CONSULTANT shall furnish the DISTRICT with written evidence acceptable to the DISTRICT of insurance and minimum coverage amounts required by this Agreement.

F. Sub consultants.

Prior to authorizing work by a Sub consultant to proceed, CONSULTANT shall provide to the DISTRICT evidence acceptable to the DISTRICT of insurance demonstrating satisfactory compliance by each Sub consultant with the insurance requirements stated herein.

10. Indemnity

To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustee, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of persons; (ii) damage to property or: (iii) other costs or charges, directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of CONSULTANT, its Design Consultants or the employees, agents and representatives of CONSULTANT or any of its Design Consultants in the performance of obligations or services or in providing work product under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the District. The provisions hereof shall apply during the period of CONSULTANT'S performance under this Agreement and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statue of Limitations.

11. Remedies.

The rights and remedies set forth herein shall be in addition to any other remedies provided by law, and waiver by DISTRICT of any provision hereunder or a breach thereof by DISTRICT shall not be deemed a waiver of future compliance thereof and such provision shall continue in full force and effect.

12. Severability.

In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations or ordinances of any federal, state, or other government to which this Agreement is subject, such term or provision shall be deemed

severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby and continue in full force.

13. Notices.

All notices required or permitted under this Agreement shall be considered as duly given to any party for all purposes hereof only if given in writing and hand delivered; or sent by registered or certified mail, postage prepaid and return receipt requested; or sent by electronic email; with confirming receipt; telex, or telegram, and also confirmed by registered mail, postage prepaid and return receipt requested, addressed as set forth below, or to such other address as may be designated by notice given as provided above. All notices shall be effective upon first receipt, unless otherwise specified herein.

DISTRICT: Chabot-Las Positas Community College District
5020 Franklin Drive
Pleasanton, CA, 94588
Attention: Jeffrey M. Kingston
Vice Chancellor
Facilities Planning & Management

CONSULTANT: Name of Firm
Address
Attention:
Phone #:

14. Modification.

This Agreement may only be modified by a written amendment hereto, duly executed by both parties.

15. Successors and Assignment.

CONSULTANT binds itself, its successors, assigns, and legal representatives to DISTRICT with respect to all of the covenants of this Agreement and further agrees that it shall not sell, assign, transfer, mortgage, pledge or in any manner encumber its interests in this Agreement or in any proceeds from this Agreement without the prior written consent of DISTRICT. In the event that CONSULTANT violates the foregoing prohibition, or in the event that CONSULTANT without the prior written consent of DISTRICT, which consent shall not be unreasonably withheld, sells, assigns, transfers, mortgages, pledges or in any manner encumbers, except as security for credit agreements, all or substantially all of its corporate assets, or directly or indirectly undergoes a change in control of its ownership, DISTRICT shall be entitled, at its sole option:

- A. To require the CONSULTANT'S successor to continue to perform under this Agreement and to continue to satisfactorily fulfill CONSULTANT'S obligations under this Agreement; or
- B. To terminate this Agreement. In such case CONSULTANT shall be responsible for any and all liabilities arising from such termination. In the event that

DISTRICT replaces CONSULTANT with another consultant after such termination, CONSULTANT shall be responsible for any and all costs, expenses and liabilities arising from such substitution. In any event, CONSULTANT shall remain liable for any and all work product or services provided by it prior to the termination.

This Agreement and the terms hereof are binding upon and inure to the benefit of the successors and assigns of both the District and the CONSULTANT.

16. Disputes.

- A. Continuation of Consultant Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant and District shall each continue to perform their respective obligations hereunder; including the obligation of the Consultant to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
- B. Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing arbitration proceedings.
- C. Binding Arbitration. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof which are not resolved through the mandatory mediation procedures set forth above shall be resolved by binding arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a Demand for Arbitration, provided that the Parties may by mutual agreement modify such Rules or adopt other rules governing the conduct of arbitration proceedings.
- D. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.
- E. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a

party to this Agreement, except by written consent containing a specific reference to the Agreement signed by the District, CONSULTANT and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

17. Extent of Agreement.

The Agreement and Exhibit A “Statement of Services,” Exhibit B “Compensation and Payment,” and Exhibit C,” General Provisions for Professional Services Agreement,” contain all of the promises, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written, and may only be modified as hereinbefore provided.

18. Governing Laws.

Unless otherwise specified herein, this Agreement shall be governed by the law of the State of California.

19. Professional Registration.

If the Consultant’s Services under this Agreement involve the production of documents or drawings that require signing or sealing by a registered professional, CONSULTANT warrants that it has such qualified person assigned to this Project who is registered in the State(s) of California.

20. Time.

Time is of the essence in the performance and completion of the CONSULTANT’S obligations under the Agreement.

END OF PAGE

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____)

PROJECT: RFP No.: C-11, DISTRICT-WIDE FACILITIES MASTER PLAN UPDATE

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
the _____ of _____, the party
(Title) (Bidder Name)

Submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 2010 at _____.
(City, County and State)

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

Signature (Address)

Name Printed or Typed (City, County and State)

(_____) _____
(Area Code and Telephone Number)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: RFP No.: B-11, DISTRICT-WIDE EDUCATIONAL MASTER PLAN

I, _____ the _____ of
(Name) (Title)
_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 I will comply with such provisions before commencing the performance of this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)