

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL NO.: B22/23-13

**PROFESSIONAL SERVICES CONSULTANT FOR THE
DEVELOPMENT OF
DISTRICT FACILITIES MASTER PLANS UPDATE**

Proposals Due:

July 19, 2023 at 2:00 P.M.



**Return Proposals To:
District Office
Purchasing Department
7600 Dublin Blvd., 3rd Floor
Dublin, California 94568**

RFP No. B22/23-13
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NOTICE INVITING REQUEST FOR QUALIFICATIONS/PROPOSALS

NOTICE IS HEREBY GIVEN that Chabot-Las Positas Community College District (District), hereby calls for qualifications/proposals – Consultant for the Development of a District, Chabot College, Las Positas College Facilities Master Plans, RFQ/P No. B22/23-13, in which the professional services consultant will assist the Facilities/Bond Programs and Operations Department and the District’s two Colleges in preparing an update to the Facilities Master Plans, including long-range program development, growth, and capital plans for the college's two campuses and District Office & other District owned property. The plans will include a review of the 2021-2026 District-wide Strategic Plan & College Educational Master Plans academic program plans, post pandemic physical instructional space needs 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 Purchasing Manager, Purchasing Department, 7600 Dublin Blvd., 3rd Floor, Dublin, California 94568 before Wednesday, July 19th, 2023 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 Friday, June 9th, 2023 at the Purchasing website at [Request for Proposals \(clpccd.org\)](https://www.clpccd.org/Request-for-Proposals) (Adobe Reader is required for downloading document) Inquiries regarding this proposal should be directed to office of the Purchasing Manager, Marie Hampton, e-mail at mhampton@clpccd.org . Reference RFQ/P No. B22/23-13 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 Purchasing Department Website at [Request for Proposals \(clpccd.org\)](https://www.clpccd.org/Request-for-Proposals)

1.0 BACKGROUND AND INTRODUCTION:

The Chabot-Las Positas Community College District (District), acting through its Governing Board, is seeking Statements of Qualifications and Proposals (SOQ/P) from qualified firms in providing master planning services to complete Facilities Master Planning Updates for the two district campuses, the District office and the EDCEOSHA Training Center (Pleasanton) along with two other properties owned by the district in Livermore, CA. The planning horizon is to be from 2024 to 2031.

In preparation for the evaluation of the remaining 2016 Measure A bond capital projects, remaining infrastructure and other districtwide projects, the district is seeking highly qualified, experienced and effective facilities master planning firms interested in providing Architectural, Engineering and related services to assist the District in the execution of the Facilities Master Plan Update services on both campuses, two district office locations and two parcels of vacant land by providing a full range of professional services for, but not limited to , scope of identified in this Request for Qualifications (RFQ/P).

The District is seeking to accomplish a data-driven, creative Facilities Master Plan Update for each college that will effectively link each College's Educational/Strategic master Plans with the Facilities Master Plan in a post pandemic environment for each college and the District facilities. The proposing firm must be well versed in providing a variety of master planning services to fulfill the defined project scope and must have demonstrated ability to successfully develop, analyze, compose and produce a data-driven, comprehensive Facilities Master Plan for each college which effectively encompasses the results and direction of College Educational/Strategic Master Plans. The ultimate goal of all three Facilities Master Plans is to create well defined, data-driven and maintainable campus environments that are functional, sustainable, inspiring and fiscally prudent.

The District intends to approve one professional services provider that will provide comprehensive Facilities Master Planning services. The District will pursue work with a firm solely on the basis of best value and in the best interests of the District. The successful Facilities Master Planning firm will be the contract holder and will be expected to coordinate the work of their internal team, other District consultants and outside agencies, as necessary. The District reserves the right to "assign" a separately selected vendor to the team when the District believes that it is in the best interest of the District to do so.

The District consists of two college campuses and District Office, OSHA Training Center and two vacant land parcels. 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, District-Wide Strategic Plan, 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 A Bond Issues, please refer to the following links to assist in the preparation of your proposal:

Chabot College and Las Positas College 2018 Facilities Master Plans:

[https://www.chabotcollege.edu/governance/facilities-infrastructure-technology-](https://www.chabotcollege.edu/governance/facilities-infrastructure-technology-committee/projects/docs/facilities-master-plan/fmp-2019-08-30.pdf)

[committee/projects/docs/facilities-master-plan/fmp-2019-08-30.pdf](https://www.chabotcollege.edu/governance/facilities-infrastructure-technology-committee/projects/docs/facilities-master-plan/fmp-2019-08-30.pdf)

https://www.laspositascollege.edu/measure-a/assets/docs/fmp/LPC%20Final%20FMP_08_19-2019.pdf

CLPCCD 2021-2026 District-Wide Strategic Plan:

<https://drive.google.com/file/d/1uAZfDfNKaVMQdO5kGxho2v62JDUTegwK/view>

Chabot College 2021-2026 Educational Master Plan:

https://drive.google.com/file/d/18_vccFK9FgVbDs2fp3EGenD0jg2W7fOk/view

Las Positas College 2021-2026 Educational Master Plan:

<https://www.clpccd.org/strategicplans/index.php#:~:text=2021%2D2026%20%C2%A0Las%2>

[0Positas%20College%20EMP](https://www.clpccd.org/strategicplans/index.php#:~:text=2021%2D2026%20%C2%A0Las%20Positas%20College%20EMP)

Technology Master Plan and Supplements:

<https://www.clpccd.org/tech/files/docs/planning/district-tech-plan-20221115.pdf>

<https://www.clpccd.org/tech/files/docs/planning/cc-tech-plan-20221115.pdf>

<https://www.clpccd.org/tech/files/docs/planning/lpc-tech-plan-20221115.pdf>

The District and its two campuses have recently updated the District-Wide Strategic Plan and Educational Master Plans, which 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 Plans, 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 facility needs for completion by the existing bond measures, to support requests for funding from future State-wide bond measures or to fund the facilities additions and enhancements as identified by the plan.

1.1 CONFLICT OF INTEREST

The Chabot Las Positas Community College District has determined that the work required to complete the facilities master plans for the District and each college will provide information that defines the project scope, budget and priority of projects. As such the work product will cause a conflict of interest for the firm preparing the FMP's and any Architectural consultant for identified projects within the final FMP documents. While the FMP agreement does not anticipate a master architect approach to future projects the district has determined that a conflict of interest would exist. As such, firms included in the current AE Pool of Architects, if they submit will be precluded from future RFP participation and the firm that is successful in receiving the award of contact will be precluded from participation in future projects identified in the FMP until such time as the information provided in the project is significantly modified from the scope, budget and priority identified in the FMP. The FMP consultant and their architectural subconsultant (if applicable) for the FMP will not be allowed to enter into subsequent contacts for the identified projects in the Districts capital improvement program.

1.2 RESTRICTIONS ON LOBBYING AND CONTRACTS

From the period beginning on the date of issuance of this RFQ/P and ending on the date of the award of contract, no person or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall engage in any discussion regarding this RFQ/P evaluation or selection process/or the award of the

contract with any member of the District, College faculty or staff, Governing Board, selection team members, or any member of the Citizens' Oversight Committee. Any such contact may be grounds for the disqualification of the firm. Pursuant to Government Code Section 4529.12, District employees are prohibited from participating in the selection process when they have a financial or business relationship with any private entity seeking to enter into a contract with the District. The District requires compliance with all laws regarding political contributions, conflicts of interest or other activities that may be constructed as such. During the period in which the RFQ/P is active, no lobbying of District employees (Governing Board members, managers, faculty, classified staff and consultants or owner's representatives actively participating in District projects) may take place.

1.3 THE DISTRICT CAPITAL IMPROVEMENT PROGRAM

The District's Capital Improvement Program overall consist of two major bonds, energy efficiency funds as well as state scheduled and several locally funded projects. Since 2002, there have been two major facilities bonds approving close to \$1.6 Billion in capital improvement funds. The 2006 Measure B program in the amount of \$600M has now been fully implemented and is closed. In 2016 The Alameda County and Contra Costa County voters approved Measure A, the second facilities bond in the amount of \$950M. this program is currently active with projects ranging from design to being completed with construction.

The 2018 Facilities Master Plan provided an implementation plan for the majority of projects within the Measure A bond program. The plan is a living document and incremental improvements are made as projects are activated and moved into design and construction phases. While the measure A plan is being implemented, there are a number of projects that will need to be evaluated for their scope and sequence as some of the project priorities have changed over the last 5 years and need to be a part of an overall facilities master planning effort in the post pandemic environment to ensure congruence with each College's Facilities Master Plan direction.

This and other documents made part of this RFQ/P as referenced can be located on the District website under the Purchasing Department webpage:

[Request for Proposals \(clpccd.org\)](http://clpccd.org)

The District's latest April 2023 Bond Oversight Committee quarterly report details all of our active and recently closed projects. The report is located on the District Facilities Planning website:

[042623-CBOCpresentation.pdf \(clpccd.org\)](http://clpccd.org)

Highlights of major project that have been or will be completed under the bond/capital improvements program at each site includes:

Chabot College:

Hayward Fire Training Academy – this project was built in conjunction with the City of Hayward at the Hayward Executive Airport and will serve as a regional training center for Fire Technology, Emergency Medical Services, Paramedic and other emergency response programs. The project contains indoor and outdoor classroom spaces, several training apparatuses, burn facilities, urban search and rescue along with office for faculty and Hayward Fire personnel. The site is collocated with Hayward Fire Station #6 for practical hands on demonstrations.

Athletic Fields, Baseball Complex – the project replaced the existing Baseball facilities with a new complex including new artificial turf field, bleachers, site lighting, dugouts, batting cages, bullpens, storage areas, team room and scoreboard along with press box, restrooms and pathways linking back to campus.

Biology Reconstruction Phase 1 and Phase 2 – phase 1 of the Biology project is complete and contains 5 new teaching laboratories with adjacent prep rooms, a Cadaver room, greenhouse and teaching support spaces. Phase 2 of this project is currently submitted to DSA for approval with construction anticipated to start late fall of 2023. This portion of the project replaces the existing 2100 building and contains laboratories to support, Micro/Cell Biology, Geology, Engineering and over thirty-five new faculty office and a Dean’s office along with the MESA Center.

Library and Learning Connection Building – this facility currently under construction in the grand court will contain space for the existing Library functions, English as a Second Language (ESL), Writing and Reading across the Curriculum (WRAC), Learning Connection Center and collaborative spaces for use by faculty and staff.

Maintenance and Operations Building Replacement – the existing facilities will be replaced with a new building that will better serve the M&O and Warehouse functions at Chabot College. Currently in the working drawings phase the project includes offices, employee facilities, warehouse, vehicle maintenance, trade shops, along with covered outdoor areas, equipment enclosures and equipment storage facilities. This project is partially state funded.

Las Positas College:

Academic Support and Office Building – the project consist of the following elements and programs; English Center incorporating classrooms, computer lab, tutoring and study areas; Math Center incorporating classrooms, labs and the Math X program; Computer Sciences Center including computer labs, networking, maker space and open labs; with expansion of the library functions including reference desk, study areas, computer lab, expanded staff office and instructional support spaces; Faculty and Dean’s offices, student gathering and support spaces.

Agricultural Science, Horticulture – The horticulture facility includes classroom, lab, office space, a greenhouse and shade structure. Additionally, outdoor growing areas are provided for multiple planting types. Support spaces include soil bins, equipment storage, and outdoor learning patio space, as well as additional parking for students and staff.

Public Safety Complex/Advanced Manufacturing & Transportation Facilities – this project replaced outdated facilities in the 800 and 2200 building and provides space for several workforce development and career technical education programs. The 3400 Building includes Administration of Justice, Fire Service Technology and Emergency Medical Services programs along with a risk management training apparatus as part of the Fire Service Technology program. The Advanced Manufacturing and Transportation programs housed in 3500 include Automotive Technology, Advanced Manufacturing and the Welding Technology programs. Shared spaces include computer labs, classrooms, faculty offices, conference and student gathering spaces.

Agricultural Science, Viticulture – The Viticulture facility currently under construction will replace existing facilities currently located inside and outside the 800 Building. The project includes a visitors center with tasting room for the “Campus Hill Winery”, visitor parking,

classrooms, labs, office and resource area, crush pad, equipment storage, cold storage and an outdoor patio space.

District Office and EDCE/TVC/OSHA Training Center:

7600 Dublin Boulevard – the District Services are currently located at 7600 Dublin Boulevard on the Third Floor of the Dublin Professional Center. This facility is owned by the District and operated by a third-party property management company. Services provided include business services, human resources, facilities planning and construction, educational services and support, information technology, the chancellors office and the board of trustees meeting room.

5860 Owens Drive – the District currently leases the third floor of 5860 Owens Drive for the housing and operation of three distinct programs; Economic Development and Contract Education (EDCE) offers training, workforce development, and financial services to people and organizations throughout the region; Tri-Valley Career Center (TVCC) is a comprehensive employment resource center serving individual job seekers and regional businesses in the East Bay communities of Dublin, Livermore, Pleasanton and Sunol; the OSHA Training Institute (OTIEC) provides authorized occupational safety and health training to employers and workers across California, Nevada, Arizona, Hawaii, Guam, American Samoa, the Northern Mariana Islands, and onsite at employers facilities.

Inman Property – In 2006 following the passage of Measure B, the District purchased approximately 1.2 acres of undeveloped land at 3000 Doolan Road at the intersection of Doolan Road and Collier Canyon Road in the unincorporated area of Alameda County. The property is currently vacant.

Murray Ranch Property – In 2008 the district purchased property adjacent to Las Positas College known as Murray Ranch for use as mitigation land for the development of the Las Positas College site to address identified habitat mitigation for the red legged frog, tiger salamander, and San Joaquin kit fox. the identified mitigation property is 210-acres of the purchased 409-acre property. The balance of the site is available for District or College use and has previously been identified for expansion for outdoor biology program, dark sky observatory, cross country course and other functions. The District currently has a grazing lease with a cattle rancher for the property and is working to finalize the mitigation agreement for CDFW approval.

2.1 FACILITIES MASTER PLANING SCOPE OF SERVICES

The selected Facilities Master Planning team will be supported by each College's Facilities Master Planning Steering Committee consisting of representatives from the various constituents on campus and district. Additional sub committees will be formed as necessary to support the team and will be developed in conjunction with the selected Facilities Master Planning team.

- A. 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 mapping), technology, accessibility, wayfinding, and condition of current facilities. Based upon 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 systems assessment;
 - iii. Campus electrical and gas infrastructure and building systems assessment;
 - iv. Plumbing and wastewater system assessment;
 - v. Water systems (Domestic, Fire Water, Irrigation & Reclaimed Water);
 - vi. Lighting;
 - vii. Roof assessments;
 - viii. Campus Accessibility
 - ix. Security systems
 - c. Identify areas of systems that may result in operational costs savings, with an emphasis on those areas that may lead to 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 emissions, carbon footprint and set a plan in motion toward 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 as part of the overall facilities master planning prioritization list of future capital projects. Where building modernization is recommended provide a project valuation threshold where the project would trigger DSA IR EB-4 Rehabilitation.
 - f. Coordinate the work with the District's Five Year Capital Outlay Plan, Five Year Scheduled Maintenance Plan and state funded projects, and assist the

development of a long term replacement plan for buildings and/or equipment, based upon their remaining useful life and campus sustainability strategies.

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

- a. The College's Educational Master Plans and District Strategic Plan were completed in 2021. 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. 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 Alameda/Contra Costa County demographic data provided by the District's Educational Services Department;
 - iii. Reflects space utilization rates provided by the District with growth/contraction in areas identified in the data;
 - iv. Ties to the remaining and future capital projects list, considers unfinished projects in Measure A, considers replacement and modernization of projects of highest need based upon the building assessments, and reflects projected growth/contraction and program trends.

C. 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 building for replacement, modernization, demolition (including consideration of the total cost of ownership) and identify potential swing space;
- b. Identify sites for new construction;
- c. Create building programs that are coordinate with the District's Five Year Capital Outlay Plan and future state funded projects;
- d. Develop strategies for viable outdoor learning spaces, quads and courtyard, student gathering spaces, landscaped areas, clarify and strengthen circulation patterns within each campus and suggest ideas to improve traffic safety as well as promoted 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 project, 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 site signage and wayfinding master plan 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 a preliminary Owners Project Requirements (OPR) template document based upon district procedures, practices and identified standards:
 - i. Site and pathway improvements;
 - ii. Sustainability guidelines: The firm will aid the District and Colleges in developing sustainability standards and/or principles that will be implemented within the updated Facilities Mater Plan and each individual project. Include best practices (such as ZNE design, electrification, zero carbon or other environmental practices) and review and coordination with the District and College’s existing sustainability goals and initiatives. Coordinate the District and College recommendation with the Board of Governors updated Climate Change and Sustainability Policy;
 - iii. MEP campus system standards that will balance project capital costs with long term operational costs; provide guidelines so that future MEP systems can be designed, built, operated and maintained so as to minimize total cost of ownership at a college. Standards shall consider maintainability based upon state scheduled maintenance program funding;
 - iv. Health, hygiene and indoor environmental requirements based upon poor air quality days, pandemic, and other environmental factors referencing District Policies and Administrative Procedures.

2.2 FACILITIES MASTER PLANNING -MILESTONE SCHEDULE

Following is the anticipated schedule however the actual schedule will be developed with the selected consultant.

Board Contract Approval	September 2023
Facilities Assessment Review	Oct. 2023 – Nov. 2023
Orientation (1)	Oct. 2023 – Nov. 2023
Initial Planning Meetings (2)	Nov. 2023 – Jan. 2024
Draft Plans Developed (3)	Jan. 2023 – Mar. 2024
Public Forums and Comment (4)	Apr. 2024 – May 2024
Final Plans Developed (5)	June 2024 – Aug. 2024
Internal District Presentations and Dialogue (6)	Aug. 2024 – Sept. 2024
Board Workshop and First Reading (7)	Oct. 2024
Plan Adoption by the Board of Trustees (8)	November 2024

Definition of Terms

- (1) Orientation meetings with Facilities Planning, District and College leadership.
- (2) Planning sessions with District leadership, academic planning councils, strategic planning committees, shared governance 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. Presented to shared governance for further comment and refinement.

- (5) Final plans developed and made available for District review and approval.
- (6) Internal District presentations to District-Wide Facilities Committee and District Planning and Budget Committee.
- (7) Board of Trustees workshop and first reading.
- (8) Board action and adoption

3.1 SUBMISSION REQUIREMENTS

To be considered responsive to this RFQ/P, the submittals must be in the format identified below. The statements must include a table of contents clearly identifying each required section. Please note the maximum number of pages (8 ½ “ x 11”, or 11” x 17” to folded into 8 ½” by 11”) allowed under each section; front and back cover are not considered as pages. Please refrain from using divider/index tabs, please label the beginning of each section at the top of the page in easily identifiable graphic/font. Double sided pages will be counted as 2 pages.

Submissions will not be made publicly available for inspection except as may be required by law. However, any portion your firm wishes to be considered to be exempt from disclosure under the Public Records Act should be clearly marked and accompanied with an explanation of the legal authority supporting this assertion.

A specific response is required to each of the following sections. The submission must adhere to the following format for organization and content. Submissions must be sectioned as listed below:

Section 1 – Table of Contents (1-page max):

Provide index and title and number of each section.

Section 2 – Cover Letter (1-page max):

Provide a letter of interest on company letterhead, that includes the name, email address, physical address of the office providing services to this proposal and phone number of the contact person in response to this RFQ/P. Letter not to exceed one (1) page;

The letter shall demonstrate your firm’s specific interests and familiarity with California Community College institutions, specifically facilities master planning services. The letter shall be signed by the individual authorized to bind the respondent or group to all statements and representations made therein and to represent the authenticity of the information presented.

Statement of compliance with District Contractual Requirements: A sample of the District’s standard professional services agreement is provided in this document. Each proposal must include a statement of firm’s understanding, commitment and ability to comply with each of the terms of the District’s standard contract. As part of submittal, consultant firm must advise District of any substantial objections to terms in the District’s standard professional services agreement and provide explanation of the inability to comply with the required term(s). If no objections are stated, District will assume the consultant firm is prepared to sign the District’s contract as-is.

Section 3 – Firm qualifications, sub-consultants and individual participants (15 page limit):

1. Describe the overall design and planning expertise of the firm; describe the overall composition of the team and describe how the team will work together to achieve a

successful outcome. Highlight unique qualifications or a unique approach that your firm and consultants may employ, demonstrating a particular expertise in the area of facilities planning;

2. Provide an organizational chart with the structure and relationships of the proposed team(s) along with key personnel and subconsultants that have relevant California Community College experience, pertinent to the scope of services listed in this RFQ/P. Describe the relationship of each sub-consultant to the firm, and the role of each participating firm. Be specific to any specialty sub-consultants and their role on the project;
3. Identify the Principal in Charge, Facilities Planner, Project Manager, Lead Designer and other team members as appropriate and identify the main point of contact for the project; identify the company's principal location of business and additional office locations, if applicable, that will directly support the project.
4. Qualifications: Describe firm's demonstrable experience in providing complex facilities long range master planning services, including experience in providing educational plan linkages and inclusion of capital building and infrastructure project elements along with an analysis of sustainability and energy master plan level strategies in delivering comprehensive facilities master plans for higher education institutions:
 - a. Provide a list of five (5) relevant, similar California higher education facilities master planning projects executed with the last ten (10) years and the role of the company in the work listed. Include relevant planning projects that demonstrate completed campus planning master plans and expertise in working with educational clients, specifically highlighting experience in delivering master plans for California Community Colleges.
 - b. List the names of project team members participating in this RFP/Q and their roles in the projects listed.
 - c. A matrix summarizing the work and key players working on the project is acceptable. If the work listed was undertaken with a previous employer, specifically state so, and describe the role in the project.
 - d. For each project, identify sub-consultants that you've worked with and list the names of firms participating in this RFP/Q and their roles in the projects listed. Sub-Consultants' Qualifications are also important: list relevant project experience and capability of the firm's consultants.
 - e. For each project, list succinct points of complexity, challenges your firm encountered and solutions that were required and implemented to complete those projects.
 - f. For each project, describe how you effectively managed and integrated expertise of a wide range of consultants.

Section 4 -Approach and Methodology (4 page limit):

1. Describe specific techniques that your firm employs to achieve a data-driven, creative and long range master plans, which establish priorities and set expectations with District and College various stakeholders, including faculty, students, staff and the community working in a shared governance environment. Provide:
 - a. A narrative of your approach to communication and describe how your team will reach out and follow up with the various constituencies participating in the process;
 - b. Describe a process your firm and this team will use to review and evaluate College's Educational Master Plan, and how the firm will work to evaluate data and provide succinct but impactful analysis that will inform the Facilities

Master Plans. Include your discussion how you review and include building assessments and infrastructure plans to complete project recommendations.

- c. Describe your approach to collecting, evaluating and incorporating data generated by the District's Educational Services to support the various projects, project types and locations.
- d. Describe your approach and list a couple of examples highlighting your and your team's ability to manage and integrate expertise of a wide range of consultants.
- e. Provide examples of effective management and document production capability: demonstrated success in providing comprehensive project management services and project team coordination, producing master planning documents of superior quality, and providing prompt and effective planning services.
- f. A description to the firm's approach to establishing sustainability standards and recommendations for a just transition to green practices on a campus.

Section 5 – References (3 page limit):

1. Provide a minimum of three client references for similar work which is completed or in process within the last five (5) years. For each reference include:
 - a. Institution and client contact, title and contact information (email and phone number);
 - b. Your firm's role and whether the project is completed or ongoing; leadership team and identification of those team members on this RFQ/P;
 - c. Relevance to this RFQ/P (brief description of work): 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.

Section 6 – Billing Rates, Proposed Staffing/Workplan and Fees Proposed (3 page limit):

1. It is the District's intent to contract with a single professional service provider who will perform the requested scope of work. The successful Facilities Master Planner will be the contract holder and will be expected to coordinate the work of their internal team, other District consultants and outside agencies, as necessary. Provide your current billing rates for all personnel part of this submittal and for all of your sub-consultants. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work and shall be used for the duration of the contract.
2. Provide a breakdown of anticipated fees for the entire duration of the project, including all subconsultant activities. Include any assumptions on the extent of scope for subconsultants, where further negotiations or clarity may be needed. Include the following information:
 - List of individuals who will be assigned to the project and their roles from the firm/contract holder
 - Hourly rates per individual
 - Number of hours expected to work in a given quarter; and total hours
 - Fees for all sub-consultants (no need to break down by individual personnel of each sub-consultant) and assumptions about scope of work
 - Total fee for all FMP services for this project
- Fully burdened rate assumes all travel expenses required for completion of project, all phone calls and/or cell phones, vehicle or other firm provided allowances, as well as employee computers/tablet machines required to perform their daily duties, printers/scanners and copying expenses. Additional direct expenses may be reviewed during final contract negotiations.

3. If it is determined that discussion is in the best interest of the District, the Proposers in the competitive range will be advised to submit a Best and Final Offer (BAFO) for consideration after discussions are held.

4 SELECTION PROCESS / EVALUATION FACTORS

4.1 SHORTLIST

- a. Statements of Qualifications/Proposals submitted in response to this RFQ/P will initially be rated and ranked by a technical evaluation committee according to the requirements set forth in this RFQ/P and the Evaluation Factors listed below. The committee will be made up of District and College Stakeholders. The output from the evaluations at this stage will be a shortlist of the firms the committee recommends to be included in the interview, and a list of the strengths and weaknesses of each submittal to be used in the next steps.
- b. The District is seeking the highest level and quality of comprehensive development of a long-range master plan. Consideration will be given to consultants with demonstrated understanding of the relationship of the District education master planning to 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.

4.2 EVALUATION FACTORS

Statements of Qualifications will be evaluated by a technical evaluation committee. The following criteria will be used in evaluating and selecting a shortlist of firms for interviews:

- i. Clarity, organization and general responsiveness to the RFQ/P;
- ii. Qualifications, experience and performance of the respondent in providing services, as related to Section 3 "Firm qualifications, sub-consultants and individual participant" and Section 4 "Approach and Methodology";
- iii. Qualifications and relevant experience of listed and proposed key personnel, including key facilities master planning team members who will be assigned to our project. At minimum, the listed personnel must have prior facilities master planning experience in higher education. Focus and higher points will be given to personnel available and experienced in higher education and California Community Colleges long range facilities and educational master planning. The evaluation committee will be looking for firms and teams with experience working with diverse faculty and staff on an active campus, and experience with multi-layer facilities master planning efforts as outlined in this RFQ/P;
- iv. Experience in the preparation of data-driven and creative facilities master plans for educational institutions, with an emphasis on community colleges;
- v. Expertise and experience with sustainable development and the creation of sustainability standards;
- vi. Experience developing a communication plan to keep the general public, internal constituents and other interested parties informed;

- vii. Quality of the work plan and the ability to meet the milestone schedule, in a shared governance environment;
- viii. Billing Rates;
- ix. References.

4.3 INTERVIEW

Team members giving the presentation shall consist of those who will actually directly, participate in 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/ Bond Programs or his/her representative. The contract will be forwarded to the Board of Trustees for approval and authorization to proceed.

4.4 Schedule for Consultant/Firm Selection:

Announcement of RFP	Monday, June 5th, 2023
Proposals Due	Wednesday, July 19th, 2023; 2:00 pm
Shortlist Decision	Tuesday, August 8th, 2023
Interviews & Selection	Wednesday, August 16 th – Friday August 18 th , 2023
Board of Trustees Approval	Tuesday, September 12, 2023

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.

4.5 SUBMISSION OF PROPOSALS

Interested consultants should submit one (1) unbound hard copy and one electronic (PDF format) copy of their proposal, including one inbound document with original signatures, to CLPCCD by the due date and time stated herein. Proposals should be clearly labeled **“RFP 22/23-13: CONSULTANT FOR THE DEVELOPMENT OF A DISTRICT FACILITIES MASTER PLANS UPDATE”** and delivered to CLPCCD by U.S. Mail or other delivery service such as UPS, FedEx, etc., or personal delivery to:

Ms. Marie Hampton, Purchasing Manager
 Purchasing Department
 Chabot-Las Positas Community College District
 7600 Dublin Blvd., 3rd Floor,
 Dublin, CA 94568

**ALL RESPONSES MUST BE RECEIVED BY NO LATER THAN:
 WEDNESDAY, JULY 19TH, 2023 AT 2:00 PM.**

No oral, telegraphic, electronic, facsimile or telephone statements will be considered. Any proposals received after **2:00 PM, July 19th, 2023**, will not be considered and will be returned unopened. All submittals become the property of CLPCCD. Request for Information/Questions regarding this RFP may be directed by email to:

Ms. Marie Hampton, Purchasing Manager
Chabot-Las Positas Community College District
Email Address: mhampton@clpccd.org

5 ADDITIONAL INFORMATION AND CLARIFICATIONS

5.1 Additional Information

- a. The District shall not be responsible for, nor accept as a valid excuse for late submittal delivery, any delay in mail service or other method of delivery used by the submitter. Neither the District nor its representatives shall be responsible for any expense entailed in the delay of later submittal delivery.
- b. RFQ/P Contact/Addenda/Clarification. Submit notice of interest, questions / requests for clarification IN WRITING VIA EMAIL ONLY to:
Ms. Marie Hampton, Purchasing Manager
Email: mhampton@clpccd.org
- c. If it becomes necessary for the District to revise any part of this RFQ/P, or to provide clarification or additional information after this document is released, a written addendum will be posted on the District website and will be sent to each firm that provides a Notice of Interest. Recipients of the record are those parties which obtained a copy of the RFQ/P directly from the District (District Website). Addenda will be sent by E-mail and will be posted to the District Website at [Request for Proposals \(clpccd.org\)](http://clpccd.org/Request-for-Proposals)
- d. Evaluation of Submittals: The District may reject any or all submittals and may waive any immaterial deviation from the RFQ/P. The District's waiver of an immaterial defect shall in no way modify the RFQ/P documents or excuse the proposer from compliance with other provisions of the RFQ/P. The District's evaluation is solely for the purpose of determining which consultants are deemed qualified. Statements of Qualification will be reviewed and a determination made by the District based upon the submitted information and any other information available to the District. The District also reserves the right to investigate other available sources in addition to any documents or information submitted by the Consultant.
- e. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by submitters, and submitters shall not include any such expenses as part of their submittals.
- f. No Commitment to Award: Issuance of this RFQ/P and receipt of submittals does not commit the District to award a contract for services. The District expressly reserves the right to postpone the submittal opening for its own convenience, to accept or reject any or all submittals received in response to this RFQ/P, to negotiate with more than one proposer concurrently, or to cancel all or part of this RFQ/P without obligation in any manner for proposal preparation, interview, fee negotiation, marketing costs, or any other costs associated with this RFQ/P.
- g. Joint Offers: Where two or more firms desire to submit a single submission in response to this RFQ/P, they should do so in a prime-subconsultant basis rather than as a joint venture or informal team. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture.

END OF DOCUMENT

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this (ENTER DATE), 20XX, in the City of Dublin, 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 (ENTER CONSULTANT FULL NAME) (hereinafter referred to as "CONSULTANT") having its principal place of business at (Street Address, Suite, City, State, Zip Code)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, Facilities Master Planning Services

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

I. **STATEMENT OF WORK**

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. Jonah Nicholas
Vice Chancellor, Business Services

By: _____ Date _____

Print Name: _____

By: _____ Date _____
Mr. Owen Letcher
Vice Chancellor
Facilities, Bond Programs & Operations

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:
 - 3.1.1. Review District prepared demographics, participation rate projections, program surveys and Educational Master Plans as they relate to District facilities and colleges. Review current college Capacity-Load Ratios as submitted in the State Five-Year Capital Plan.
 - 3.1.2. 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.
 - 3.1.3. 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.
 - 3.1.4. Review Measure A project planning documents and incorporate remaining funded but unbuilt projects into planning. Make recommendations to continue, modify or delete projects.
 - 3.1.5. Work with College Facilities Committees to gather input in determining needs and objectives for District facilities and campuses.
 - 3.1.6. Develop flow diagrams showing public transportation, parking, traffic flow of students and staff, service vehicles and pedestrians that include recommendations for improvement and modifications.
 - 3.1.7. 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 2021-2026 Educational Master Plans and District-Wide Strategic Plan. Incorporate also results of recent College Program Reviews.

- 3.1.8. 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
 - 3.1.9. 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. Prepare plans indicating infrastructure development requirements including but not limited to: Potable water, reclaimed water, well water, Fire Water System, Sanitary Sewer, Storm Sewer, Natural Gas, Electrical, Central Utility Plant, Heating Hot Water, Chilled Water.
 - 3.1.10. 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.
 - 3.1.11. Prepare programmatic cost model based upon the adjacencies and project program document for District review and input. Compile input and finalize.
 - 3.1.12. Make recommendation on project priority and reallocation of remaining Measure A projects and funds associated with the Measure A capital projects program.
 - 3.1.13. Finalize into Facilities Master Plan segment of the Educational Master Plan that will be presented to each college shared governance structure and to the Board of Trustees for comment and approvals.
4. All work to be performed using appropriate software and submitted to the District in hardcopy, Microsoft Word/Excel and PDF format.
 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:

ENTER DESCRIPTION OF COMPENSATION
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 venturer.

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 subconsultants.

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 coverages 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 Coverages 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 Coverages:
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 Coverages.
- (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. Subconsultants.

Prior to authorizing work by a Subconsultant to proceed, CONSULTANT shall provide to the DISTRICT evidence acceptable to the DISTRICT of insurance demonstrating satisfactory compliance by each Subconsultant 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, attorney's 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
7600 Dublin Boulevard, 3rd Floor
Dublin, CA, 94568
Attention: Owen Letcher
Vice Chancellor
Facilities, Bond Programs & Operations

CONSULTANT: CONSULTANT NAME
ADDRESS
CITY, STATE, ZIP CODE

Attention: ENTER AS APPROPRIATE
Phone: _____
Email: _____

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.

21. Health and Safety Regulations.
CONSULTANT's Service Professionals shall comply with all CDC, State, Alameda County and CLPCCD requirements related to COVID-19 and other communicable diseases. CLPCCD Board Policy 7330 regarding Communicable Disease requires all visitors to campus during normal working hours of operations must comply with all Cal/OSHA safety guidelines and other District policies and procedures, as well as any other District COVID-19 health and safety protocols in effect. Such health and safety protocols may include requiring vaccinations as deemed appropriate by the District. Mask/Face Coverings are required at all times while inside District facilities, unless otherwise directed.

END OF PAGE

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

PROJECT: _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
the _____ of _____, the party submitting
(Title) (Bidder Name)
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 _____, 20__ 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)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title) (Contractor Name)
I declare, state and certify to all of the following:

- 1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
B. Establishing a drug-free awareness program to inform employees about all of the following:
(i) The dangers of drug abuse in the workplace;
(ii) Contractor's policy of maintaining a drug-free workplace;
(iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations;
C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____ this ____ day of _____, 20__
(City and State)

(Signature)

(Handwritten or Typed Name)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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)