

**REQUEST FOR QUALIFICATION STATEMENTS AND PROPOSALS-EDUCATIONAL & FACILITIES MASTER PLAN:
SADDLEBACK COLLEGE, IRVINE VALLEY COLLEGE AND ADVANCED TECHNOLOGY & EDUCATION PARK**

INTRODUCTION

On February 22, 2010, the Board of Trustees of the South Orange County Community College District is expected to approve the update of the District Educational and Facilities Master Plan. The current master plans were approved in 2006.

The District is requesting qualification statements and proposals from consultants with proven educational and/or facilities master planning experience to prepare the updated master plans. Teams may propose for only the educational master plan, only the facilities master plan or for both the educational and facilities master plans. The District may develop the final team from different groups and intends to select the team or teams considered to be the best combination for meeting the District's interest.

The selected team will work with the steering committee, take an active leadership role in the entire process, make presentations to the Board of Trustees when scheduled, and prepare the final documents. These documents will include at the minimum:

Educational Master Plan for Saddleback College, Irvine College and ATEP (book format)

Educational and Facilities Master Plan (book format)

Plans for each site, including: campus master site plan, utilities master plan, circulation studies, etc.

Electronic copies of all the above

Three full colored master site plans (one for each site), scale 1" = 100'

It is the intent of this Request for Qualifications to establish the specifications, terms and conditions governing the selection process.

BACKGROUND:

The District consists of two colleges and a developing campus: Saddleback College, Irvine Valley College and the Advanced Technology and Education Park (ATEP).

Saddleback College, located in Mission Viejo, celebrated its 40th anniversary on September 23, 2008. Saddleback College is approximately 175 acres and serves over 39,000 students each year.

Irvine Valley College, located in Irvine, was founded 1979 as Saddleback College North Campus and established as Irvine Valley College July 1, 1985. Irvine Valley College is approximately 100 acres and serves over 14,000 students each year.

ATEP, the Advanced Technology Education Park, opened its doors to students in 2007. There is currently one acre of 68 developed and they serve 1,400 students.

In 2006, an Education Plan was developed by Maas Companies, Inc. and a Facilities Master Plan was developed by gkkworks Architecture. These plans are available at http://socccd.edu/about/about_masterplan.html.

PLANNING PROCESS

The Educational and Facilities Master Plan is to be developed following the guidelines contained in the State Chancellor's Office Facilities Planning Manual. In keeping with the recommendations of the State Chancellor's office, South Orange County Community College District will expect the following elements to be included at a minimum:

1. Statement of purpose.
2. Description of the community and regional context.
3. Analysis of community and regional needs.
4. Projection and analysis of future enrollment changes and economic trends and developments.
5. Description of the educational philosophy of the college.
6. Brief description of the scope and emphasis of existing educational programs and related services in relationship to the college's purpose and philosophy.
7. Identification of the needs of educational programs, student services, other services and activities, justified in terms of the previous information.
8. Formulation of long-term educational goals and short-term objectives to meet these goals.
9. Analysis of resources, available and needed, to implement these objectives.
10. Implementation plan including tasks, timelines, and accountability mechanisms.
11. Preparation of a campus design.
12. Identification of facility projects relative to the above steps.
13. Formulation of an implementation and funding plan, subject to periodic evaluation and revision.

Attached is a copy of the proposed project schedule for review and comment.

PROPOSAL FORMAT

All submittals shall be in the form and formatted as specified in this RFQ. **Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed "non-responsive" by the evaluation committee and eliminated from further consideration.**

Statement of Qualifications should minimally include the following information:

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

2. **Table of Contents** - A **Table of Contents** of the material contained in the proposal should follow the Cover Letter.
3. **Executive Summary** - The **Executive Summary** should contain an outline of your general architectural/engineering and business approach along with a brief summary of your qualifications to engage in a professional relationship with South Orange County Community College District. (two page maximum)
4. **Narrative** - Provide a **Comprehensive Narrative** of the master planning services offered by your firm. Include the following:
 - a. **Experience** - Describe your experience with education and master planning projects and more particularly community college projects. Include the scope of work performed with the last three years. Specify which plans were performed by the recommended personnel. Provide contact names and phone numbers. (No more than one page per example)
 - b. **Financial Standing**-Provide a current annual report or audited profit and loss statement and the amounts and carriers of both general and professional liability insurance.
 - c. **Personnel** - Include resumes/vitae of personnel, including sub-consultants, who would likely be assigned to work with the South Orange County Community College District. **Specifically define the role of each person and outline his or her individual experience.** Indicate who would serve as the primary contact for SOCCCD. Identify the level of principal participation. If the firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (No more than one page/person)
 - d. **Services**-Define which services will be provided in-house and those for which you will hire consultants. Define the number of years you have worked with each consultant proposed as part of potential project teams. (One page maximum)
 - e. **Claims**-Provide information on any claim issue you may have been involved in during the last five years. (One page maximum)
 - f. **Additional Data** - Provide additional information about the firm as it may relate to this RFQ & P. Include letters of reference or testimonials. Indicate ongoing professional education of staff and total number of permanent employees. (Include as an appendix if desired)

g. **Proposed Process** – Provide a description of proposed process. This must include an org chart listing the proposed team members and consultant groups, a summary of approach and a list of required information expected from the District. (Two page maximum)

h. **Quality Control**-Provide an outline of in-house procedures used for compiling information; frequency of team meetings; documentation and distribution flow; tracking method for review comment incorporation. (Two page maximum)

i. **Recommended Contract Modification**- A draft contract is included for review and comment. If modifications are intended, include requests in your proposal. (As needed)

j. **Professional Fees** – In a sealed envelope: Provide a fee proposal. Provide a separate schedule defining hourly rates for the various levels of professionals (i.e. Principal, Director, Senior Project Manager, etc.) **Be thorough and specific as this will form the basis of any contract negotiations for services.**

k. **Certification** - Complete, sign, and date the **CERTIFICATION - REQUEST FOR PROPOSAL** enclosed with this RFQ & P.

l. **Sample Survey/Questionnaire** – Provide a sample survey for use during the Master Planning process.

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

BASIS OF AWARD

1. Submit Statements of Qualifications and Proposals to the District no later than Thursday, March 4, 2010 at 1:30.
2. Short-listed firms will be invited to interview. Interviews are anticipated during the week of March 8, 2010 and in the District Chancellor's conference room on the third floor of the Health/Science building at Saddleback College, 28000 Marguerite Parkway, Mission Viejo, CA 92692. 45 minutes will be set aside for each interview with 20 minutes for presentation and 25 minutes for Q & A.
3. The selection process will result in a recommendation to the Board of Trustees. Prior to presenting a recommendation to the Board of Trustees, District staff will engage in contract negotiations with selected firm. If negotiations with the first team selected
4. District staff will recommend approval of the proposed master planning firm(s) to the Board of Trustees on Thursday, March 25, 2010.

The following criteria will be used to evaluate firms:

1. Demonstrated ability to lead a college community through the facilities master planning process, with constituents including the Governing Board, faculty, staff, students, administrators, and other members of the community. The Master Plan advisory committee is anticipated at 25-35 members.
2. The ability to begin the master planning process within 15 days of contract award.
3. Experience of personnel proposed for the project.
4. Results of reference checks from previous clients and other information sources.
5. Assessment of the process the architectural firm plans to utilize in developing the master plans.
6. Commitment to collaboration. Demonstration of respectful and effective interaction with people who are diverse in their interests, cultures, language groups, and abilities.

Note: By virtue of submission, the proposing firm declares that all information provided in the Statement of Qualifications is true and correct.

ADDITIONAL INFORMATION

1. The District reserves the right to reject any and all Qualifications Statements received as a result of this request, to waive any irregularities or required formalities, to extend the submission deadline, or to amend or cancel, in part or entirety, this request for qualifications if it is in the best interest of the District.
2. Costs for developing responses to this RFQ are entirely the responsibility of the firm and shall not be chargeable to the District.
3. The District reserves the right to negotiate the scope and cost of any proposal submitted.
4. All materials submitted in response to this Request for Qualifications shall become the property of South Orange County Community College District and shall be considered a part of Public Record. General information about SOCCCD may be found at <http://www.socccd.edu>.
5. The proceedings of the selection committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the Office of Facilities, Planning and Purchasing.

For questions, please contact Brandye K. D'Lena at 949/582-4678.

Mailing Address

& Place of Receipt of Proposals:

South Orange County Community College District
Health Sciences Building, 3rd Floor
Purchasing & Facilities Planning Department
28000 Marguerite Parkway
Mission Viejo, CA 92692

Proposals shall be received up to but not later than 1:30 PM, March 4, 2010.



CERTIFICATION -REQUEST FOR QUALIFICATIONS AND PROPOSALS

I certify that I have read the attached REQUEST FOR QUALIFICATION STATEMENTS AND PROPOSALS- EDUCATIONAL & FACILITIES MASTER PLAN: Saddleback College, Irvine valley College and Advanced Technology & Education Park, and the instructions for submitting an RFQ & P. I further certify that I am aware I must submit seven copies of the firm's Proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

If you are bidding as a corporation,
please provide your corporate seal
here:

CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this th day of xxxxx in the year between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and xxx, xxx Street, xxx, California, xxx, hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT desires to obtain CONSULTANT services for Educational and Facilities Master Planning services for Saddleback College, Irvine Valley College and the Advanced Technology & Education Park of the South Orange County Community College District, hereinafter referred to as "PROJECT"; and

WHEREAS, DISTRICT has 2006 Educational and Facilities Master Plans available as a point of reference; and

WHEREAS, CONSULTANT is fully licensed, specifically trained and experienced and competent to provide CONSULTANT services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

2. The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. The CONSULTANT shall submit for the DISTRICT's approval a schedule for the performance of the CONSULTANT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for

approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

3. The services covered by this AGREEMENT shall be completed within 12 months of the date of this AGREEMENT.

ARTICLE II - SCOPE OF CONSULTANT'S SERVICES

1. The CONSULTANT's services consist of those described in Article II and further delineated in Exhibit A, and include normal CONSULTANT services necessary to produce a reasonably complete and accurate Educational and Facilities Master Plan.

2. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate xxx as a Project Manager, xxx, as Design Principal and xxx as Principal CONSULTANT. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the Project. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT's firm that will be associated with the Project.

If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the Project and replace that person with one acceptable to the DISTRICT: A project manager and all lead or key personnel for any SUBCONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.

3. The CONSULTANT shall ascertain the DISTRICT's needs and the requirements of the PROJECT and shall arrive at a mutually agreed upon written schedule to complete such needs and requirements using the attached schedule as a point of departure.

4. In addition to the meetings listed in the attached schedule, the CONSULTANT will meet with district staff for a bi-weekly progress meeting.

5. The CONSULTANT shall submit a list of qualified engineers or sub-consultants for the PROJECT for the DISTRICT's approval. The CONSULTANT is responsible for the

management of their sub-consultants in order to meet the terms of all phases of this agreement.

6. The Educational Master Plan shall drive the Facilities Master Plan and provide the vision for district and college objectives.

7. The CONSULTANT shall work with the district, the colleges, and ATEP using a collaborative process in keeping with the shared governance approach. The CONSULTANT will develop consensus and incorporate the ideas from steering committees, administration, faculty, staff, students and community members into the master plan.

8. The CONSULTANT shall prepare a series of alternatives to meet both the short and long term educational and facilities master planning needs for each campus. Alternatives will include the consideration of building versus open space needs and renovation versus new construction; each in terms of providing the most efficient means to meet master planning principals, campus organization and facilities improvement phasing.

9. The CONSULTANT, through a series of meetings with the various campus participants, will analyze and refine preferred campus concepts in support of the stated goals.

10. The CONSULTANT shall prepare, for approval by the DISTRICT, Master Planning Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components.

11. The CONSULTANT shall submit to the DISTRICT a written preliminary estimate for each of the projects included in the plan.

12. The CONSULTANT shall investigate existing building conditions and compare analysis with the State Chancellor's FUSION assessment of such conditions or facilities.

13. The CONSULTANT shall investigate existing infrastructure; pedestrian and vehicular circulation, utilities including capacity relative to proposed improvements, and energy consumption with recommendations for improvement as is appropriate to the master plan considerations.

14. The CONSULTANT shall investigate offsite facilities use, community programs, and other college programs such as ESL, Adult Education and Advanced Technology Education.

15. The duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement between the DISTRICT and CONSULTANT.

16. The CONSULTANT shall be the DISTRICT's representative during educational and facilities master planning and shall advise and consult with the DISTRICT until final deliverables are submitted and approved by the Board. The CONSULTANT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

17. The CONSULTANT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of CONSULTANT'S personnel from the PROJECT.

18. The CONSULTANT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's PROJECT.

19. Included in CONSULTANT's services is the preparation of the following documents:

- a. 30 x 40 Facilities Master Plan Boards (2 for each campus for a total of 6)
- b. 8 ½ x 11 or 11 x 17 District Educational and Facilities Master Plan summary (10 copies)
- c. 8 ½ x 11 or 11 x 17 Saddleback College Educational Master Plan (10 copies)
- d. 8 ½ x 11 or 11 x 17 Irvine Valley College Educational Master Plan (10 copies)
- e. 8 ½ x 11 or 11 x 17 ATEP Educational Master Plan (10 copies)
- f. 8 ½ x 11 or 11 x 17 Saddleback College Facilities Master Plan (10 copies)
- g. 8 ½ x 11 or 11 x 17 Irvine Valley College Facilities Master Plan (10 copies)
- h. 8 ½ x 11 or 11 x 17 ATEP Facilities Master Plan (10 copies)
- i. Electronic files for all of the above (4 copies)

20. Each of the documents will include at a minimum the following:
 - a. Acknowledgement with a list of Steering Committee Members
 - b. Aerial Views of Existing Campuses
 - c. Executive Summary
 - d. Introduction
 - e. Mission/Vision Statement
 - f. Educational Program
 - g. Summary of Assignable Square Footage (ASF)
 - h. Existing Conditions including photographs
 - i. Master Plan Recommendations including a listing of Project Priorities by Campus
 - j. A series of phased Site Plans (three-five year increments) with Existing and Proposed Improvements
 - k. Appendix

ARTICLE III -ADDITIONAL CONSULTANT'S SERVICES

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

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

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
- b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article V, paragraph 10.

c. Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT is a party thereto.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted Educational and Master Planning practice.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.

2. The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT.

3. The DISTRICT shall furnish a legal description of the sites and surveys describing physical characteristics, legal limitations and utility locations for the sites of the PROJECT.

ARTICLE V – CONSULTANTS DRAWINGS AND SPECIFICATIONS

The documents and drawings prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT. CONSULTANT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings and other documents at its sole discretion. If the drawings and/or other documents are reused then the DISTRICT agrees that CONSULTANT shall not be responsible for any reuse of the drawings and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of CONSULTANT in the event such drawings and/or other documents are reused. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the drawings, specifications and other documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.

If work is terminated prior to submittal, a PDF copy of the work completed to date shall be provided to the DISTRICT.

ARTICLE VII – TERMINATION

1. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

2. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT's services.

3. If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.

4. The DISTRICT's failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.

5. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

6. The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the

CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.

7. In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT's failure to perform as provided in the AGREEMENT.

ARTICLE VIII - COMPENSATION TO THE CONSULTANT

The DISTRICT shall compensate the CONSULTANT as follows:

1. For CONSULTANT services, as described in Article II, compensation shall be computed as follows:

Compensation is based on a fixed fee of xxx. Progress payments for ARCHITECT services in each phase shall total the following percentages of the total compensation payable:

Assessment:	20 percent
Forecasting:	30 percent
Space Needs:	20 percent
Master Planning:	25 percent
Board Approval:	5 percent

Total Compensation: One Hundred Percent (100%)

2. This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional

compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.

3. Progress payments for CONSULTANT services shall be made monthly. Percent complete will be determined based upon demonstrated completion.

4. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time at the site of the PROJECT.

5. To the extent that the time initially established for the completion of CONSULTANT's services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time shall be computed as follows: at standard hourly rates.

6. Reimbursable Expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants in the interest of the Project.

b. Reimbursable expenses shall be expenses in connection with authorized out-of-town travel; and copying of materials not included in the list of deliverables. CONSULTANT's normal travel expense and meals are excluded. Travel expenses related to CONSULTANT's interoffice travel are excluded.

c. Expense of reproductions, except those needed for the use of the CONSULTANT and his or her consultants or identified specifically as a deliverable, postage and handling of drawings and other documents are reimbursable upon DISTRICT's prior written approval.

d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT's Basic Services will be reimbursed.

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

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

ARTICLE IX – INDEMNITY AND INSURANCE

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

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

i. any and all claims for damages costs and/or charges caused by CONSULTANT's negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CONSULTANT's consultants, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONSULTANT's performance and shall survive the expiration or termination of this AGREEMENT until such

time as any matter covered by such indemnity is barred by the applicable statute of limitations.

- ii. Regarding the defense of any claim embraced by CONSULTANT's indemnity, each indemnitee shall control its own defense and at the time of claim resolution CONSULTANT will reimburse the indemnitees for all costs reasonable and appropriately incurred in this regard to the extent of any fault by or attributable to CONSULTANT's negligence and to the extent covered by CONSULTANT's liability insurance.

1) CONSULTANT shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Statutory workers' compensation and employers' liability.

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

- 1. owned, non-owned and hired vehicles;
- 2. blanket contractual;
- 3. broad form property damage;
- 4. products/completed operations; and
- 5. personal injury.

c. Professional liability insurance, including contractual liability, with limits of 1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of

his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

d. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insureds and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE X - MISCELLANEOUS

1. The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CONSULTANT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide final copies to the DISTRICT in quantities sufficient to distribute to meeting attendees.

2. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full

responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

3. Unless otherwise provided in this AGREEMENT, the CONSULTANT and CONSULTANT's consultants shall have no responsibility for addressing the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form for the PROJECT, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

6. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assignees and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. Neither DISTRICT nor CONSULTANT shall assign this AGREEMENT without the written consent of the other.

7. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

8. CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

10. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

11. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

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

13. Communications between the parties shall be sent to the following addresses:

DISTRICT

CONSULTANT

14. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements,

either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

2014

This AGREEMENT entered into as of the day and year first written above.

DISTRICT

CONSULTANT

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

(Signature)

(Signature)

(Printed name)

(Printed name)

(Title)

(Title)

(Date)

(Date)

(Taxpayer number)

EXHIBIT "B" - CRITERIA AND BILLING FOR EXTRA WORK

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services unless a specific fixed fee is agreed upon. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT and each sub-consultant involved in the Project.

<u>CONSULTANT Services</u>	<u>Fee Per Hour</u>
Principal	\$XXX.XX
Associate	\$XX.XX
Project Manager	\$XX.XX
Draftsperson	\$XX.XX
Special Services: CEO/Principal Consultant	\$XXX.XX
Clerical	\$XX.XX
<u>Subconsultant **</u>	
Principal	\$XX.XX
Associate	\$XX.XX
Project Manager	\$XX.XX
Draftsman	\$XX.XX

Clerical \$XX.XX

Estimator **

Principal \$XXX.XX

Senior Estimator/Scheduler \$XX.XX

Estimator/Scheduler \$XX.XX

Clerical \$XX.XX

** Indicates 10% administrative mark-up has been applied

EXHIBIT A - EDUCATIONAL AND FACILITIES MASTER PLAN – MASTER PLANNING PROCESS

This conventional planning process has the advantage of being well understood. The educational plan precedes and drives the facilities plan. Using a target year of 2025 for the overall analysis, the resulting facilities plan can be easily used to identify capital outlay projects and produce the Five-Year Construction Plan.

The word “program” is used broadly here to include basic skills, student services, and all other college activities. The steps are:

1. Developing the Educational Plan.
 - A. Alignment with state, California Community Colleges, and regional educational policy and objectives.
 - B. Definition of the college educational philosophy and mission.
 - C. Analysis of the current program scope and quality in relation to the mission.
 - D. Discussion of ways to improve programs e.g. program review, program delivery.
 - E. Conduct of section level analysis of the current program of instruction.
 - F. Survey community and college needs and demands for current and proposed programs.
 1. Demographic study and forecast.
 2. Economic and job market forecast.
 3. Area college and university plans.
 4. Leadership and governance programs
 5. Area community plans.
 6. External environment scan.
 - G. Project future enrollment in current and proposed programs.
 - H. Develop program objectives including:
 1. A list of current and proposed programs with projected life spans.
 2. Objectives for reduction, conversion, and phase out of programs.
 3. Objectives for improving, expanding, and adding programs.
 4. A baseline curriculum reflective of current WSCH values by discipline
 - I. Provide the information necessary to develop the facilities plan:
 1. The learning experience and environment associated with every program.
 2. Any specific educational delivery systems required by programs.
 3. Any comments about the programmatic adequacy of current facilities.

4. Level of support/student service needs.
 - J. Provide the information necessary to develop the resource plan.
 1. Possible revisions in staff associated with program revisions.
 2. Any special costs associated with revisions in programs.
2. Developing the Facilities Plan.
- A. Confirm Inventory for all owned facilities e.g. site, buildings, equipment, systems.
 - B. Review and confirm the physical condition and projected life span of all facilities as noted in the State Chancellor's assessment.
 - C. Research new and upcoming regulations and trends affecting facilities.
 - D. Evaluate the potential for LEED certifications.
 - E. Prepare a plan to correct current and upcoming physical and regulatory deficiencies.
 - F. Identify physical and regulatory deficiencies that require facility and system improvements.
 - G. Evaluate the program use and adequacy of facilities through a comparison of available space versus weekly use.
 - H. Evaluate the capacity and utilization of facilities in support of each college's educational program. Compare to State Chancellor's cap load ratios.
 - I. Review the educational plan for changes in programs and program requirements.
 - J. Review new data with previous Education and Facilities Master Plan of 2006.
 - K. Identify inadequacies and capacity deficiencies that require facility/system improvements.
 - L. Prepare a series of plans per college and for ATEP to improve assignment, adequacy, and utilization with an analysis of potential outcomes relative to programmatic needs.
 - M. Identify total space needs comparing future enrollment projections to program objectives.
 - N. Combine the lists of facility and system and evaluate physical, financial feasibility.
 - O. Prepare a physical master plan design of the campus.
 - P. Propose a prioritized list of projects showing time frames and magnitude of cost.
3. Developing the Resource Plan.
- A. Evaluate current and future human, financial, and material resources.
 - B. Review the feasibility of program changes in the education plan.
 - C. Review the feasibility of capital outlay projects in the facilities plan.

- D. Show proposed district, State and alternative funding sources and schedules for capital outlay projects.
- E. Indicate project feasibility in terms of downstream operational funding.

4. Combining the plans into the comprehensive plan.

- A. Reconcile any conflicts between the educational, facilities, and resource plans
- B. Prepare a description of purpose, community context, and educational approach.
- C. Describe long term goals.
- D. Describe shorter term objectives.
- E. Set timetable and accountabilities for the objectives.
- F. Produce the Master Plan document.
- G. Review and approve the Master Plan document. (Approval procedures should include the educational program and academic senate representatives, faculty staff and college/district management.)

5. Follow through

- A. Monitor objectives, timetables, and accountabilities.
- B. Make program improvements and changes within the context of the plan.
- C. Plan and develop the Five-Year Construction Plan and Initial Project Proposals within the context of the plan.
- D. Prepare annual feedback and revisions.

Schedule for 2011 Master Plan

ID	Task Name	Duration	Start	Finish
1	Consultant Selection	29 days	Mon 2/15/10	Fri 3/26/10
2	Request for Proposals	14 days	Mon 2/15/10	Thu 3/4/10
3	Interview Candidates	5 days	Mon 3/8/10	Fri 3/12/10
4	Spring Break	5 days	Mon 3/15/10	Fri 3/19/10
5	Board Approval	0 days	Thu 3/25/10	Thu 3/25/10
6	Notice to Proceed	0 days	Fri 3/26/10	Fri 3/26/10
7	Kick off Meeting- Distribute interview schedule availability	1 day	Fri 4/9/10	Fri 4/9/10
8	Surveys and Interviews	35 days	Mon 4/12/10	Fri 5/28/10
9	Division Level Analysis/Review	15 days	Mon 4/12/10	Fri 4/30/10
10	Interview Deans/Directors/Faculty/Students/Admin/Staff	20 days	Mon 5/3/10	Fri 5/28/10
11	Develop and Distribute Survey/Questionnaire	20 days	Mon 4/12/10	Fri 5/7/10
12	Physical Analysis	35 days	Mon 4/12/10	Fri 5/28/10
13	Site Analysis	35 days	Mon 4/12/10	Fri 5/28/10
14	Facility Analysis	35 days	Mon 4/12/10	Fri 5/28/10
15	Finals	5 days	Fri 5/14/10	Thu 5/20/10
16	District Holiday	1 day	Fri 5/21/10	Fri 5/21/10
17	Campus Meetings-Review Analysis & Education Program	3 days	Mon 5/24/10	Wed 5/26/10
18	Strategic Review	35 days	Thu 5/27/10	Wed 7/14/10
19	Data Review	15 days	Thu 5/27/10	Wed 6/16/10
20	Educational Program	35 days	Thu 5/27/10	Wed 7/14/10
21	Community Input	20 days	Thu 5/27/10	Wed 6/23/10
22	Staff Meeting-Review Process	0 days	Wed 6/23/10	Wed 6/23/10
23	Functional Analysis	42 days	Thu 6/24/10	Fri 8/20/10
24	Utilization Review	15 days	Thu 6/24/10	Wed 7/14/10
25	District Holiday	0 days	Mon 7/5/10	Mon 7/5/10
26	Space Program	10 days	Thu 7/8/10	Wed 7/21/10
27	Staff Development Days- Validation of Programming	5 days	Mon 8/16/10	Fri 8/20/10
28	Solution Development	75 days	Mon 8/23/10	Mon 12/6/10
29	Development Potential	15 days	Mon 8/23/10	Fri 9/10/10
30	District Holiday	0 days	Mon 9/6/10	Mon 9/6/10
31	Submittal for Board Presentation	0 days	Fri 9/10/10	Fri 9/10/10
32	Board Presentaion	0 days	Mon 9/27/10	Mon 9/27/10
33	Options Evaluation & Presentation Development	29 days	Tue 9/28/10	Fri 11/5/10
34	Campus Meetings - Review Options	4 days	Mon 11/8/10	Thu 11/11/10
35	District Holiday	0 days	Fri 11/12/10	Fri 11/12/10
36	Submittal for Board Presentation	0 days	Fri 11/19/10	Fri 11/19/10
37	District Holiday	2 days	Thu 11/25/10	Fri 11/26/10
38	Board Presentation	0 days	Mon 12/6/10	Mon 12/6/10
39	Plan Document	55 days	Mon 12/6/10	Mon 2/21/11
40	Draft Report	20 days	Mon 12/6/10	Fri 12/31/10
41	Winter Break	10 days	Tue 12/21/10	Mon 1/3/11
42	Final Meetings - Present Report for minor modifications	3 days	Fri 1/21/11	Tue 1/25/11
43	Final Report	8 days	Wed 1/26/11	Fri 2/4/11
44	Submittal for Board Presentation	0 days	Fri 2/4/11	Fri 2/4/11
45	Board Presentation	0 days	Mon 2/21/11	Mon 2/21/11