



**LOS RIOS
COMMUNITY
COLLEGE DISTRICT**

FACILITIES MANAGEMENT

Facilities Management Office
3753 Bradview Drive
Sacramento, CA 95827
(916) 856-3400 (916) 856-3156 fax

American River College Cosumnes River College Folsom Lake College Sacramento City College

ADDENDUM 1

REQUEST FOR PROPOSAL FOR FACILITIES MASTER PLANNING (FMP) SERVICES

LOS RIOS COMMUNITY COLLEGE DISTRICT (“DISTRICT”)

**FOLSOM LAKE COLLEGE
&
SACRAMENTO CITY COLLEGE**

Item 1:

Deadline for submission RFP response:

Changed from: Monday, November 18, 2024
To: **Monday, November 25, 2024**

Item 2:

Exhibit A:

Please see attached **Revised EXHIBIT A.**

Revised EXHIBIT A

REQUEST FOR PROPOSALS FOR
FACILITIES MASTER PLANNING SERVICES

LOS RIOS COMMUNITY COLLEGE DISTRICT (“DISTRICT”)

FOLSOM LAKE COLLEGE
AND
SACRAMENTO CITY COLLEGE

Agreement for Facilities Master Planning

AGREEMENT FOR MASTER PLANNING SERVICES

This Agreement for Facilities Master Planning Services (“Agreement”) is entered into Click here to enter a date. by and between Los Rios Community College District (“District”) and _____ (“Consultant”). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, applicable law, including without limitation, Education Code §81800 et seq. requires the District to evaluate facilities and develop plans for development of District facilities in the ensuing ten (10) years; such plans are commonly referred to as “Facilities Master Plan” (“FMP”).

WHEREAS, the District desires to update and revise the District’s existing FMP.

WHEREAS, the District desires to integrate the District’s updated Sustainability Plan, updated EMP, **Space Utilization Studies** and other educational/institutional planning guidelines with updates/revisions to the District’s existing FMP.

WHEREAS, Consultant is skilled and experience in development of processes and procedures to complete evaluations of FMPs, effect of Sustainability Plan, EMPs and **Space Utilization Studies** on FMPs and the development of updated/revised FMPs reflecting existing facilities, alterations to existing facilities and development of new facilities to accommodate and support planned educational and institutional objectives.

WHEREAS, Consultant, and all personnel employed by the Consultant to complete Consultant Services are duly qualified and capable of providing and performing the Consultant Services set forth herein; including without limitation certifications, licensing and other qualifications necessary or required to complete the Consultant Services assigned such personnel.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

AGREEMENT

ARTICLE 1. CONSULTANT SERVICES; GENERAL

10.1 General. The Consultant Services set forth in this Agreement shall be completed by personnel employed by the Consultant who are skilled, experienced and qualified to perform and complete the Consultant Services assigned to them.

10.2 Consultant Standard of Care. The Consultant Services and authorized Additional Consultant Services; if any, shall be performed and provided by Consultant and its personnel: (i) using the Consultant’s best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; (iii) in accordance with applicable laws, rules and regulations; and (iv) in accordance with the terms of this Agreement. The Consultant acknowledges that the Consultant Services are to be provided and performed in conjunction with other services provided by other parties which relate to, or affect the FMP, including review, evaluation and revisions of the District’s Sustainability Plan, EMP, **Space Utilization Studies** and other District educational/strategic plans. Accordingly, Consultant acknowledges and agrees that the Consultant Services will be provided and completed in a collaborative and cooperative

manner with such other parties so:

(i) there is no delay, hindrance or interruption to the orderly and timely progression and completion of planning services; and (ii) the FMP prepared by the Consultant under this Agreement incorporate findings, conclusions or recommendations of others which affect, or relate to the FMP. The Consultant is liable to the District for the consequences of its failure to provide, perform and/or complete the Consultant Services or authorized Additional Consultant Services in accordance with the terms of this Agreement.

10.3 Consultant as Independent Contractor; Limited Consultant Agency. In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

ARTICLE 2 CONSULTANT SERVICES; FMP

2.1 Consultant Services. The Consultant Services include without limitation, evaluation of the District's existing FMP, consultation with the District's facilities, administrative and management personnel and the District's Shared Governance committees, consultation and coordination of Consultant Services with others retained by the District in connection with reviews or updates of the District's Sustainability Plan, EMP, **Space Utilization Studies** or other District educational/institutional plans and development of an updated/revised FMP. The Consultant Services will be completed by the Consultant in a series of sequential Phases as set forth herein.

2.2 FMP Activities. The Consultant shall complete the following in connection with FMP Activities described in each of the Phases of the Consultant Services.

2.2.1 Communications. The Consultant and its personnel assigned to the Consultant Services shall be readily available to discuss by telephone, video conference or other appropriate means of communications relating to the Consultant Services, the FMP or other matters relating to or affecting the FMP. The Consultant and its personnel shall maintain written notes of such communications; all such written notes shall be subject to review, inspection and/or reproduction by the District upon request.

2.2.2 Meetings. The Consultant and its personnel assigned to the Consultant Services shall be reasonably available as requested by the District to participate in in-person and/or video conference meetings with District administrative/management staff or others engaged by the District in matters relating to or affecting the FMP or the Consultant Services hereunder. The Consultant and its personnel shall maintain written notes of such meetings; all such written notes shall be subject to review, inspection and/or reproduction by the District upon request.

2.2.3 Workshops. The Consultant shall be responsible for leading discussions in Workshops identified in the various Phases of the Consultant Services. District attendees at the Workshops are anticipated to be primarily District administrative and facilities staff, along with others engaged by the District to update/revise the Sustainability Plan and the EMP. Prior to each such Workshop, the Consultant shall prepare a proposed agenda and proposed objective outcomes for each Workshop for review and acceptance by the District. During Workshops, the Consultant shall maintain notes of discussions and decisions made. Within five (5) working days of the completion of a Workshop, the Consultant shall transcribe Workshop notes and issue to the District minutes reflecting the discussions and decisions at each Workshop.

2.2.4 Campus Forums. The Consultant shall be responsible for developing agendas and leading discussions at Campus Forums. Campus Forums are open meetings which can

be attended by all District employees and students. The Campus Forums will be organized so that there is a presentation by the Consultant, followed by open questions from the audience.

2.2.5 Board Presentations. For each Board Presentation included in the Phases of Consultant Services, the Consultant shall prepare a proposed agenda and audio-visual materials for review and acceptance by the District. In conjunction with District employees, the Consultant may be asked to make oral presentations to the District's Board of Trustees relating to the FMP.

2.3 Phase I; Data Compilation and Establishment of Procedures.

2.3.1 Scope. In Phase I of the Consultant Services, the Consultant shall: (i) meet and confer with the District's management staff and others engaged by the District in matters relating to or affecting the FMP in order to obtain a complete understanding of the District's intent and objectives for the updated/revised FMP and the collaboration between the Consultant, District and others engaged by the District; (ii) compile and review existing materials and other data relating to the District's existing FMPs; (iii) consult and coordinate with others engaged by the District in review and update of the District's Sustainability Plan, EMP, **Space Utilization Studies** and other District institutional plans; (iv) develop processes and procedures for update/revision of the FMP; and (v) develop a schedule identifying activities to complete the update/revision of the FMP and the time for completing such activities.

2.3.2 Phase I Workshop. As requested by the District, the Consultant shall conduct a Workshop describing activities necessary to complete review and update of the FMP, processes and procedures to update/revise the FMP, schedule for completing the updated/revised FMP and integration of the updated/revised FMP with the updated/revised Sustainability Plan and updated/revised EMP **and Space Utilization Studies**.

2.3.3 Phase I Deliverables. The Consultant shall complete and submit the following Deliverables to the District at the conclusion of Phase I:

2.3.3.1 Review Materials. An itemization of the existing materials and other data reviewed along with a confirmation that reviews of such materials and other data have been completed.

2.3.3.2 Processes and Procedures. A written statement setting forth processes and procedures to be implemented to develop the updated/revised FMP.

2.3.3.3 FMP Schedule. A written and graphic description of the activities necessary for development of the updated/revised FMP with progression of the activities in a logical and reasonable manner consistent with the District's time objectives for completion of the updated/revised FMP.

2.4 Phase II; Data Analysis.

2.4.1 Scope. The Consultant shall complete the following in Phase II of Consultant Services: (i) ~~tour the District's Santa Maria Campus and Education Centers~~ **the respective college (s)**, including non-invasive inspections of facilities situated thereon; (ii) verify and confirm accuracy and completeness of materials and data obtained/reviewed in Phase I of Consultant Services; ~~(iii) assess and confirm facilities conditions; (iv) assess and confirm suitability of facilities for District education and institutional objectives; (v) assess and confirm conditions and capacity of support facilities and building systems, including parking convenience/capacity, pedestrian/vehicular paths of travel, disability access, infrastructure services (electrical, water, telecommunications/data); and (vi) incorporation of sustainable components within facilities.~~

- ~~2.4.2 Phase II Workshop. As requested by the District, the Consultant shall conduct a Workshop describing activities completed in Phase II of the Consultant Services, summaries of facilities assessments (including discussions of physical conditions, suitability for education objectives, accessibility constraints and opportunities for enhancement of sustainability objectives).~~
- ~~2.4.3 Phase II Board Presentation. As requested by the District, the Consultant shall develop materials for, and participate in, a presentation to the District's Board of Trustees which includes summaries of: (i) processes and procedures to complete the updated/revised FMP; (ii) the FMP Schedule; (iii) findings/conclusions of facilities conditions, capacity and suitability; and (iv) identification and discussion of key issues to be considered in subsequent Phases of Consultant Services.~~
- ~~2.4.4 Phase II Deliverables. The Consultant shall complete and submit the following Deliverables to the District at the conclusion of Phase II:~~
- ~~2.4.4.1 Data Verification. Written summaries of the extent to which the Consultant has confirmed the accuracy and completeness of materials and other data reviewed in Phase I of Consultant Services. Where the materials or other data are not accurate or complete, recommendations of the Consultant for additional activities to address the identified areas of incomplete or inaccurate data.~~
- ~~2.4.4.2 Facilities Conditions and Suitability. Written summaries of the physical conditions of existing District facilities and suitability for meeting District educational and institutional objectives.~~
- ~~2.4.4.3 Infrastructure and Building Systems Conditions and Suitability. Written summaries of the physical conditions of existing infrastructure utility services and building systems serving existing facilities and the suitability thereof.~~
- ~~2.4.4.4 Support Facilities and Access. Written summaries of suitability and capacity of parking facilities, pedestrian and vehicular paths of travel and disabled access.~~
- ~~2.4.4.5 Sustainability. Written summaries of existing sustainable building components and conformity of existing facilities with District sustainability policies.~~

~~2.5 Phase III; Assessment of Needs and Requirements.~~

- ~~2.5.1 Scope. The Consultant shall complete the following in Phase III of Consultant Services: (i) tabulate inventory of existing facilities with room summaries for each building and identifying quantitative data relating to each room and building; (ii) establish capacity to load ratios for defined space categories of lecture, laboratory, office, library and audiovisual/media; (iii) review EMP revision drafts and current/projected weekly student contact hours ("WSCH") data; (iv) assess and suitability of facilities for District education and institutional objectives; (v) evaluate and identify alternatives for development or modifications to facilities necessary to meet District education/strategic objectives and enrollment projections; and (vi) evaluate and identify alternatives for development or modifications to facilities infrastructure, utility services or building systems.~~
- ~~2.5.2 Phase III Workshop. As requested by the District, the Consultant shall conduct a Workshop describing activities completed in Phase III of the Consultant Services. The subject matters shall include without limitation, summaries of facilities inventories, relationships between facilities and District educational/strategic objectives and enrollment projections, alternatives for development/modifications to facilities and/or infrastructure, utility services or building systems and preliminary assessments of priorities.~~
- ~~2.5.3 Phase III Deliverables. The Consultant shall complete and submit the following Deliverables to the District at the conclusion of Phase III:~~
- ~~2.5.3.1 Space Inventory. Tabulations of existing District facilities and usages of facilities space.~~
- ~~2.5.3.2 Capacity to Load Ratios. Tabulation of capacity to load ratios for defined space~~
-

~~categories of lecture, laboratory, office, library and audio-visual/media.~~

~~2.5.3.3 Facilities Sufficiency. Written summaries of sufficiency of existing facilities and space usage to meet District educational/strategic objectives and projected enrollment.~~

~~2.5.3.4 Facilities Development Alternatives. Written summaries of alternatives to development of facilities to meet District educational/strategic objectives and projected enrollment.~~

~~2.5.3.5 Sustainability Alternatives. Written summaries of alternatives for meeting District sustainability policies. Summaries of sustainability components must be by building and campus/education center.~~

~~2.5.3.6 Access Compliance. Written summaries of physical barriers to buildings and grounds access in accordance with the American's with Disabilities Act (ADA).~~

~~2.5.3.7 Staff and student parking adequacy. Tabulation of existing staff and student parking spaces~~

2.6 Phase IVIII; Development of Alternatives.

2.6.1 Scope. The Consultant shall complete the following in Phase IVIII of Consultant Services: (i) analyze and prepare alternatives for space utilization, access, land use, pedestrian/vehicular circulation to support District educational/strategic objectives, and enrollment projections (**provided by the District**) and **the District's Space Utilization Study findings**, and (ii) analyze and prepare alternatives for ~~infrastructure, utility services~~, traffic circulation, including mass transportation, and parking, and building systems supporting facilities and alternatives to development of facilities. When the preferred facilities alternative has been determined by the District, the Consultant shall refine and further define the District selected preferred development alternative.

2.6.2 Phase IV IIIFirst Workshop. As requested by the District, the Consultant shall conduct a Workshop describing activities completed in Phase III of the Consultant Services and the alternatives identified by the Consultant for development/modifications to facilities and/or infrastructure, utility services or building systems. At the conclusion of the Phase IVIII First Workshop, the preferred development alternative will be established by the District in conjunction with the Consultant.

2.6.3 Campus Forum. As requested by the District, the Consultant shall conduct a Campus Forum describing activities completed in to prepare the updated/revised FMP and the alternatives identified for development/modifications to facilities and/or infrastructure, utility services or building systems, along with the preferred development alternative.

2.6.4 Phase IVIII Second Workshop. As requested by the District, the Consultant shall conduct a Workshop to review the Consultant's further refinement and definition of the District selected preferred development alternative and to establish priorities for implementation of facilities development.

~~2.6.5 Phase IV Board Presentation. As requested by the District, the Consultant shall develop materials for, and participate in, a presentation to the District's Board of Trustees which includes summaries of: (i) space inventory summary and evaluations; (ii) effect of existing facilities on District educational/strategic objectives; (iii) alternatives considered to development of facilities to meet the District's educational/strategic objectives; and (iv) identification the preferred development alternatives.~~

2.6.6 Phase IVIII Deliverables. The Consultant shall complete and submit the following Deliverables to the District at the conclusion of Phase III:

~~2.6.6.1 Space Inventory. Written summaries and tabulations of space inventory, space utilization.~~

2.6.6.2 Space Inventory Assessments. Written summaries of the sufficiency of existing space inventory (provide by the District) to meet District educational/strategic objectives.

2.6.6.3 Facilities Development Alternatives. Written summaries of alternatives to development of facilities to meet District educational/strategic objectives and assessments of feasibility of facilities development alternatives. Graphic materials illustrating facilities development alternatives.

2.6.6.4 Preferred Development Alternatives. Written summary of the District selected preferred facilities development alternative, along with the basis for selection of the preferred facilities development alternative. Graphic materials illustrating the preferred facilities development alternative.

2.7 Phase IV; FMP Preparation.

2.7.1 Scope. The Consultant shall complete the following in Phase V of Consultant Services based upon the District selected preferred development alternative: (i) refine and further define the preferred development alternative for graphic presentations in the final updated/revised FMP; (ii) identify specific discrete projects to be completed as part of the preferred development alternative and establish priorities to development of identified projects; ~~(iii) establish estimates of costs to complete development of identified projects;~~ (iviii) identify projects **eligible for subject to** state funding and identify strategies to maximize state funding for such projects; (v) prepare drafts of the updated/revised FMP; (vi) prepare final draft of updated/revised FMP. In preparing drafts and the final draft of the FMP, the Consultant shall consult with and collaborate with others engaged by the District in revision of the Sustainability Plan, the EMP, Space Utilization Studies or other matters relating to update/revision of the FMP. Work product of the Consultant relating to drafts and the final draft of the updated/revised FMP shall be in such form and format as required by the District.

2.7.2 Phase IV Campus Forum. If requested by the District, the Consultant shall conduct a Workshop describing activities completed in Phase IV and to present a draft of the updated/revised FMP.

2.7.3 Phase IV Workshop. If requested by the District, the Consultant shall conduct a Workshop to review the draft updated/revised FMP, finalize FMP recommendations and development of final draft of the updated/revised FMP.

2.7.4 Phase IV College Council. If requested by the District, the Consultant shall present the final draft of the updated/revised FMP to the District's College Council for review, discussion and recommendation to the Board of Trustees for adoption.

2.7.5 Phase IV Board Presentation. If requested by the District, the Consultant shall develop materials for, and participate in, a presentation of the final draft updated/revised FMP to the District's Board of Trustees for review, discussion and adoption.

2.7.6 Phase IV Deliverables. The Consultant shall complete and submit the final draft updated/revised FMP.

2.8 Consultant Tools, Equipment. Except for information and data provided by or through the District, the Consultant and its personnel shall obtain or provide all necessary tools, equipment, references or materials necessary to perform the Consultant Services and other obligations of the Consultant under this Agreement. The Contract Price hereunder shall not be subject to adjustment on account of any tools, equipment, references or other materials obtained or provided by Consultant to perform the Consultant Services and other obligations of the Consultant under this Agreement.

2.9 Additional Consultant Services. Services not included in the Consultant Services are Additional Consultant Services. Without invalidating this Agreement, the District may make changes to the Consultant Services by adding, deleting or modifying the Consultant Services described in herein by written notice to the Consultant. If Additional Consultant Services are authorized by

the District which are not the result of the Consultant's fault or neglect, the Consultant will be compensated for authorized Additional Consultant Services in accordance with this Agreement.

ARTICLE 3 DISTRICT RESPONSIBILITIES

3.1 Access to District Property. The District will provide Consultant and its personnel access to District Property for purposes of the Consultant's performance and completion of the Consultant's obligations hereunder. Consultant and its personnel shall comply with all rules, regulations, restrictions and other use-limitations established by the District in connection with access to District Property.

3.2 District Representative. The District Representative is the District's ~~Vice President, Facilities and Operations~~ **Associate Vice Chancellor of Facilities Management or his designee**. The District Representative shall have the authority to direct the Consultant's performance of Consultant Services and exercise of District rights under this Agreement.

3.3 Data and Information. The District will provide the Consultant with the following data or information as necessary and/or available:

- District Mission Statement, College Goals and Strategic Plan
- Education Master Plan and Education Initiatives
- Program review facilities information from all academic departments, athletics and student services.
- Facilities conditions information
- Enrollment statistics, including Full Time Equivalent Students ("FTES") and WSCH forecasts
- Space Utilization Studies
- Three (3) year data for energy/water usage and waste management
- Available CAD files of campus site plans
- Available topographic surveys and aerial photographs
- CAD files of site and floor plans for current projects
- Building floor plan diagrams corresponding to Space Inventory
- Identification of existing parking lots and number of parking spaces Draft
- Sustainability Plan and / or Energy Conservation Plan
- FINAL EIR- Environmental Impact Report
- Traffic & Parking Analysis
- District Design Guidelines**
- ~~Campus Standards – IT/AV~~
- ~~GCC Police Annual Safety Reports~~

ARTICLE 4 CONTRACT PRICE

4.1 Contract Price for Consultant Services. The Contract Price for completion of the Consultant Services under this Agreement is the lump sum fixed price of _____ Dollars (\$ _____).

4.1.1 Allocation of Contract Price to Phases of Consultant Services. The Contract Price is _____

allocated to the various Phases of the Consultant Services as set forth below. Notwithstanding any provision of this Agreement to the contrary, the portion of the Contract Price due from the District to the Consultant for completion of each Phase of the Consultant Services shall be limited to the fixed amount set forth below.

Consultant Services Phase	Allocation of Contract Price
Phase I; Data Compilation and Establishment of Procedures	_____ Dollars (\$_____)
Phase II; Data Analysis	_____ Dollars (\$_____)
Phase III; Assessments of Needs and Requirements	_____ Dollars (\$_____)
Phase VIII; Development of Alternatives	_____ Dollars (\$_____)
Phase IV; FMP Preparation	_____ Dollars (\$_____)

4.1.2 All-Inclusive Contract Price. The Contract Price for the Consultant Services is the full amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens) for Consultant personnel and others providing any part of the Consultant Services, travel of Consultant personnel and others performing Consultant Services ~~to and from their respective offices/homes and the District's Administrative Offices, travel within the Counties of Santa Barbara, San Luis Obispo, Ventura, Los Angeles and Orange,~~ costs, expense or other charges for completing tests/inspections; materials, equipment and other items necessary to complete Consultant Services, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with performance of Consultant Services under this Agreement.

4.2 No Reimbursable Expenses. There shall be no adjustment of the Contract Price for any costs, expenses or other charges incurred by Consultant to complete the Consultant Services.

4.3 Additional Consultant Services. If the District authorizes Additional Consultant Services, the District's payment of such Additional Consultant Services shall be based upon a mutually agreed upon lump sum fixed price. If the District and the Consultant are unable to mutually agree upon a lump sum fixed price for Additional Consultant Services, compensation to the Consultant will be on the basis of the time reasonably incurred by personnel of the Consultant to complete authorized Additional Consultant Services, multiplied by the applicable billing rate as set forth in Attachment A hereto.

4.4 Consultant Billings for Payment of Contract Price. During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Consultant Services and any authorized Additional Consultant Services for

tests/inspections completed in the immediately prior month. Consultant's billings shall be in such form and format as may be reasonably requested by District. Billings for any Phase of the Consultant Services shall be limited to the portion of the Contract Price allocated for the Phase, as set forth above.

- 4.5 District Payment of Contract Price. Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, authorized Additional Consultant Services and authorized Reimbursable Expenses. The District may withhold or deduct portions of the Contract Price otherwise due Consultant hereunder if the Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after such failure of performance has been fully cured, less costs, damages or losses sustained by the District resulting therefrom.
- 4.6 Consultant's Payments. The Consultant shall promptly pay its employees and others performing or providing Consultant Services or authorized Additional Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing Consultant Services or authorized Additional Consultant Services shall be at least the prevailing wage rate established for the type of service provided.

ARTICLE 5 INSURANCE; INDEMNITY

- 5.1 Consultant Insurance. At all times during performance of Consultant Services and authorized Additional Consultant Services, the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth herein.
- 5.2 Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers' Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if Consultant is a sole proprietorship form of business entity and there are no employees of the Consultant, the foregoing requirements are inapplicable and waived for such a Consultant.
- 5.3 Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement. The District shall be an additional named insured to Consultant's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be One Million Dollars
-

(\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

5.4 Automobile Liability Insurance. The Automobile Liability Insurance policy of Consultant shall cover personal injury, accident damage and personal property damage arising out of owned, leased or rented automobiles. Consultant's Automobile Liability Insurance shall be a combined single limit policy in the minimum coverage amount of One Million Dollars (\$1,000,000).

5.5 Professional Liability. Consultant's Professional Liability insurance policy shall cover losses, damages and other liabilities arising out of Consultant Services. The minimum coverage amount of Consultant's Professional Liability Insurance policy shall be One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

5.6 Policy Endorsements; Evidence of Insurance. The Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

5.7 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

5.8 Indemnity.

5.8.1 Consultant Indemnity of District. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Indemnified Parties who are the District and District's employees, officers, Board of Trustees (including each individual member of the District's Board of Trustees), agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Consultant's employees; (ii) injury or death of other persons or damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the Indemnified Parties and shall survive the completion of obligations under this Agreement or termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

5.8.2 District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

ARTICLE 6 TERM; TERMINATION; SUSPENSION

6.1 Term. The Term of this Agreement shall commence as of the date set forth above and unless earlier terminated pursuant to the provisions hereof, the Term shall expire upon completion of the Consultant Services hereunder.

6.2 Termination for Default. Either the District or Consultant may terminate this Agreement upon

seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (i) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services and authorized Additional Consultant Services provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or authorized Additional Consultant Services.

6.3 District Right to Suspend. The District may, in its discretion, suspend all or any part of Consultant Services hereunder; provided, however, that if the District shall suspend Consultant Services for a period of sixty (60) consecutive days or more and such suspension is not caused by the Consultant's default or the acts or omissions of the Consultant, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Consultant, if any, as a direct result of the suspension and resumption of Consultant Services. Except as set forth herein, the Contract Price hereunder is not subject to adjustment for any suspension of Project construction authorized or directed by the District.

6.4 District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and authorized Additional Services provided through the date of termination. Except as set forth above, the Consultant shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of Consultant Services.

6.5 Consultant Suspension of Consultant Services. If the District shall fail to make payment of the Contract Price undisputedly due the Consultant, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full of the undisputed portion of the Contract Price is received. In such event, Consultant shall have no liability for any delays or additional costs of Project construction due to, or arising out of, such suspension.

6.6 Consultant Obligations Upon Termination. Upon expiration of the Term of this Agreement or the termination hereof, Consultant shall take action as directed by the District relating to the Consultant Services and related work product. The Consultant shall within five (5) days of such expiration or termination assemble and deliver to the District: (i) all work product, instruments of service and other items of a tangible nature; and (ii) documents, including drawings, reports and or electronic files thereof received or prepared by or on behalf of the Consultant relating the Consultant Services.

ARTICLE 7 MISCELLEANOUS

7.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

7.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.

7.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

7.4 Project Records. Records, documents and other materials generated or received by Consultant and its personnel in the course of performing services hereunder shall be delivered to the District upon termination of this Agreement or completion of obligations under this Agreement. Consultant may, at its sole cost, make copies of such records for its own files.

7.5 Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows:

Pablo X. Manzo
Associate Vice Chancellor – Facilities Management
Los Rios Community College
3753 Bradview Drive
Sacramento, CA 95762

7.6 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

7.7 Disputes.

7.7.1 Consultant Continuation of Services. Except in the event of the District's failure to make an undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services and authorized Additional Consultant Services pending a subsequent resolution of such disputes.

7.7.2 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 Commercial 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 pursuant to the following Paragraph.

7.7.3 Arbitration. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to this Agreement or the Consultant Services which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Commercial Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Consultant and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The District and the Consultant hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the District’s Administrative Offices.

7.8 Entire Agreement. The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Consultant. This Agreement and the documents enumerated below, if any, are all of the documents forming a part of the Agreement.

Attachment Additional Services Billing Rates

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the date set forth above.

“District”
Los Rios Community College District

“Consultant”
[Consultant Name]

By: _____

By: _____

Title: Executive Vice Chancellor

Title: _____

Revised EXHIBIT A

REQUEST FOR PROPOSALS FOR
FACILITIES MASTER PLANNING SERVICES

LOS RIOS COMMUNITY COLLEGE DISTRICT (“DISTRICT”)

FOLSOM LAKE COLLEGE
AND
SACRAMENTO CITY COLLEGE

Agreement for Facilities Master Planning