# Request for Qualifications & Proposals No. 376D
> Facilities Master Plan Development Services

## Submittals

South Orange County Community College District

August 26, 2019

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CITY</th>
<th>PROPOSAL EVALUATION SCORE</th>
<th>INTERVIEW EVALUATION SCORE</th>
<th>TOTAL PROPOSED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>M. Arthur Gensler DBA Gensler*</td>
<td>Newport Beach, CA</td>
<td>76</td>
<td>86</td>
<td>$677,000**</td>
</tr>
<tr>
<td>DLR Group, Inc.</td>
<td>Los Angeles, CA</td>
<td>77</td>
<td>82</td>
<td>$794,500</td>
</tr>
<tr>
<td>tBP/Architecture, Inc.</td>
<td>Newport Beach, CA</td>
<td>63</td>
<td>N/A</td>
<td>$330,000</td>
</tr>
<tr>
<td>Johnson Favaro</td>
<td>Culver City, CA</td>
<td>62</td>
<td>N/A</td>
<td>$290,400</td>
</tr>
<tr>
<td>MIG, Inc.</td>
<td>Berkeley, CA</td>
<td>59</td>
<td>N/A</td>
<td>$995,000</td>
</tr>
<tr>
<td>Darin Johnstone Architects</td>
<td>Los Angeles, CA</td>
<td>49</td>
<td>N/A</td>
<td>$1,590,531.15</td>
</tr>
</tbody>
</table>

* Firm recommended for award of contract.

** Final negotiated fee.

After consideration and committee review of the RFQ&P response, the committee recommends the above noted Architectural Services firm for the following reasons:

- Proven company track record with extensive community college experience.
- Presented the best mix of two variables: 1) number of previous projects and 2) the project values, in alignment with the service needs outlined in the RFQ&P.
- Demonstrated the team’s Facilities Master Planning knowledge and expertise.
- Demonstrated best fit in understanding the project’s needs and user group’s expectations.
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between South Orange County Community College District (SOCCCD) ("District"), a California community college district and political subdivision of the State of California, and M. Arthur Gensler DBA Gensler ("Consultant"). District and Consultant are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Consultant is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. Scope of Service. Consultant’s services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Consultant "Work":

Consultant shall provide and deliver all aspects of services related to the Facilities Master Plan Development Services as identified in Attachment A – Revised Scope of Work, Fees and Project Schedule. The District’s Request for Qualification & Proposal ("RFQ&P") No. 376D referenced herein and made a part hereof, as Attachment B and the proposal ("Proposal") submitted by Consultant to District, dated July 11, 2019, referenced herein and made a part hereof, as Attachment C are also included as reference to the scope of Consultant’s services. Attachments A, B and C shall collectively be defined as the “Services to the District”. The Parties understand and agree that the Agreement along with Attachment A shall be the prevailing and governing documents and that Attachments B and C are intended to cooperate and be complementary.

Consultant agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Consultant’s instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on August 27, 2019, and shall continue in full force and effect thereafter until and including December 31, 2020 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Payment.

A. Amount of Compensation. District agrees to pay Consultant, as full consideration and compensation for Consultant’s performance of the Work under this Agreement, a total amount not to exceed Six Hundred Seventy Seven Thousand Dollars ($677,000.00) ("Contract Amount"). Additional details: Attachment A – Revised Scope of Work, Fees and Project Schedule dated August 6, 2019.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Consultant shall assume and pay, at Consultant’s sole expense, all costs and expenses incurred by Consultant in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Consultant the Contract Amount pursuant to invoice from Consultant in accordance with this Agreement.

i. Invoice. Consultant shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Agreement Number /Purchase Order number, and Consultant’s Taxpayer Identification Number. Unless noted in Section 3A, invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Consultant and has been properly executed by District, and Consultant has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department.
4. **California State Tax Withholding for Nonresidents of California.** It is mutually understood that if Consultant is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars ($1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Consultants is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Consultant's California State Income Tax Account, settlement of which must be made by Consultant directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-6051; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Consultant and Consultant shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Consultant’s acts or omissions with respect to this nonresident requirement. Consultant shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. **Trademark/Logo Use.** Consultant must obtain written approval from District’s Public and Government Affairs, Public Information Office (“PIO”) to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Consultant with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Consultant’s use of District’s name, and/or logos in which case such limitations shall be incorporated into this Agreement. Consultant shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an independent Consultant and not an employee of District. 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 his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Consultant shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Consultant and Consultant’s employees. Consultant should be aware the IRS regulations require District to report total income exceeding six hundred dollars ($600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Consultant or Consultant’s employees or independent subcontractors. Consultant agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Consultant to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Consultant’s employees.

7. **Use of Subcontractors.** Consultant must obtain District’s prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Consultant and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District’s approval of any subcontractor’s contract, Consultant shall remain solely responsible for any harm, damage, or claim arising from any subcontractor’s acts or omissions as set forth in Section 13.

8. **Materials and Expenses.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for District.

9. **Originality of Services.**

   A. **Matters Produced Under this Agreement.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District’s express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
B. Consultant Use of Other Copyright/Trademark/Patent Materials. Consultant is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Consultant agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

10. Termination. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Consultant only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Consultant for all costs associated with addressing and rectifying Consultant’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Consultant. In such case, notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

11. Hold Harmless and Indemnification. To the fullest extent permitted by law and as a material part of this agreement, Consultant shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts and errors or omissions of Consultant or of persons acting on behalf of Consultant, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District’s sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Consultant shall hold harmless and indemnify South Orange County Community College District from and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Consultant’s business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties.

12. Insurance. Consultant shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California, A.M. Best rated at least A-: VII, and acceptable to DISTRICT, which will protect Consultant and DISTRICT from claims which may arise out of, or result from, Consultant’s actions or inactions relating to this Agreement, whether such actions or inactions be by themselves or by any sub-consultant, 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 per project coverage for:

A. Commercial General Liability. Commercial General Liability insurance with a limit of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate including coverage for the following:
   i. Blanket Contractual
   ii. Broad Form Property Damage
   iii. Products & Completed Operations

B. Workers' Compensation and Employers Liability. Workers’ Compensation and Employer's Liability insurance in accordance with the laws of the State of California. Coverage limits under the Workers’ Compensation Insurance shall be in accordance with legal requirements; coverage limits under the Employers Liability insurance shall be not less than ONE MILLION DOLLARS ($1,000,000).

C. Automobile Liability. Automobile Liability insurance with combined single limits of not less than one million dollars ($1,000,000.00) per occurrence for “Any Auto”.

D. Professional Liability. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS ($2,000,000.00) per claim. Such insurance shall be maintained during the Term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that Consultant retains a Sub-Consultant to complete any portion of Consultant’s duties, Consultant shall require any such Sub-Consultant to purchase and maintain insurance coverage as provided in this Section. Failure of the Consultant to maintain policies of insurance in the minimum coverage limits set forth herein is a material breach of this Agreement and grounds for immediate termination.

E. The Consultant and its Subcontractors shall, at all times during the Work, maintain the policies of insurance in the minimum coverage amounts set forth in the Agreement. The Consultant’s Commercial General Liability
insurance and Automobile Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled, or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Consultant shall deliver Certificates of Insurance for the Consultant and its Subcontractors evidencing the required insurance coverages, in the minimum coverage limits required by the Agreement and the District as the Certificate Holder, along with all required endorsements. Policies of insurance required of the Consultant and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to that of the Consultant’s/Subcontractor’s policies of insurance.

F. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular Agreement. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the Consultant.

13. Transportation. Consultant hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Consultant’s transportation for which the Consultant shall indemnify the District in accordance with Section 13 above.

14. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express, written approval of the District.

15. The Work 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. If District disapproves of any service provided by Consultant, or if Consultant fails to comply with any applicable Rule, Consultant shall address the issue immediately at no additional cost to District.

16. Permits/Licenses. Consultant and all Consultant’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

17. Standard of Care and Professional Conduct. The Consultant will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Consultant will furnish, at its expense, those Services that are set forth in this Agreement and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the Consultant or any sub-Consultant the Consultant has engaged or will engage to perform the Service(s). The District shall request in writing if the District desires the Consultant to provide Services in addition to, or different from, the Services described. The Consultant shall advise the District in writing of any Services that, in the Consultant’s opinion, lie outside of the technical and professional expertise of the Consultant. The Work 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 or Consultant’s employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Contractor’s employees who fail or refuse to perform, the Services in a manner acceptable District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

18. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other’s proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other’s proprietary or confidential information in any form to any third party or to use each other’s proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

19. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

20. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District’s Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.
However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.

21. Equal Opportunity/Non-Discrimination. Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

Consultant shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Consultant shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

22. Standard of Care and Professional Conduct. The Consultant will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Consultant will furnish, at its expense, those Services that are set forth in this Agreement and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the Consultant or any sub-Consultant the Consultant has engaged or will engage to perform the Service(s). The District shall request in writing if the District desires the Consultant to provide Services in addition to, or different from, the Services described. The Consultant shall advise the District in writing of any Services that, in the Consultant's opinion, lie outside of the technical and professional expertise of the Consultant. The Work 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 or Consultant’s employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Contractor's employees who fail or refuse to perform, the Services in a manner acceptable District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

23. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and 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. Additionally, Consultant shall comply with District’s policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

24. Non-Waiver. 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.

25. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered 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. At the date of this Agreement:

<table>
<thead>
<tr>
<th>District:</th>
<th>South Orange County Community College District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Priya Jerome, Executive Director, Business Services</td>
</tr>
<tr>
<td></td>
<td>28000 Marguerite Parkway</td>
</tr>
<tr>
<td></td>
<td>Mission Viejo, CA 92692-3635</td>
</tr>
<tr>
<td></td>
<td>(949) 582-4850</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Consultant:</th>
<th>M. Arthur Gensler DBA Gensler</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Deborah Shepley, Principal</td>
</tr>
</tbody>
</table>
A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

26. Severability. 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 will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

27. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

28. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

29. Conflict of Interest. Consultant hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Consultant has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Consultant has no business or financial interests which are in conflict with Consultant’s obligations to District under this Agreement; and (iii) Consultant shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

30. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

31. Authority to Execute. The individual(s) executing this Agreement on behalf of the Consultant is/are duly and fully authorized to execute this Agreement on behalf of Consultant and to bind the Consultant to each and every term, condition and covenant of this Agreement.

32. Approval by District’s Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District’s Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

33. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

34. Accessibility of Information Technology. Consultant hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Consultant agrees to respond promptly and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Consultant further agrees to indemnify and hold harmless the District from and against any claim arising out of Consultant’s failure to comply with these requirements. Consultant acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement or cancellation of the order.

35. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

   a. By executing this contractual instrument, Consultant agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).

   b. By executing this contractual instrument, Consultant certifies to the best of its knowledge and belief that it and its principals:

      1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

      2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private...
transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Consultant’s present responsibility;

3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;

4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;

5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and

6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree.

CONSULTANT

BY: ________________________________
Signature of Authorized Representative
Print Name: ________________________________
Print Title: ________________________________
Date: ________________________________
Initiating Department: Facilities Planning
Contact Name: Brandye D’Lena
Contact Phone & Email: (949) 582-4678

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY: ________________________________
Signature of Authorized Representative
Print Name: ________________________________
Print Title: Vice Chancellor, Business Services
Date: ________________________________
ATTACHMENT A
REVISED SCOPE OF WORK, FEES AND PROJECT SCHEDULE (August 6, 2019)

Scope of work, related fees, project schedule, and stipulations for the development of the South Orange County Community College District Facilities Master Plan.

1. SCOPE OF WORK AND FEES

<table>
<thead>
<tr>
<th>STEP</th>
<th>TASKS</th>
<th>FEE</th>
</tr>
</thead>
</table>
| 1. PREPARE | - Collect and review all relevant planning information (including district-provided reports)  
- Define ‘measures of success’  
- Assist in identifying project stakeholders  
- Confirm the project schedule, including all meetings, workshops and forums | $21,275 |
| 2. ANALYZE | - Analyze existing campus conditions (including campus context, circulation, parking, zoning, land use, infrastructure, technology and security)  
- Conduct day-long campus engagement forums at SC and IVC  
- Conduct information gathering meetings at SC and IVC  
- Identify key issues challenges and opportunities | $106,375 |
| 3. FRAME | - Translate data provided in the EMSP into a master plan space program for each campus (based on enrollment and program forecasts/projections)  
- Develop district-wide facilities planning principles to guide overall development  
- Establish campus-based planning principles to address specific issues | $42,550 |
| 4. EXPLORE | - Explore campus development options for IVC and SC (including massing studies)  
- Confirm development framework for ATEP  
- Strategize opportunities to maximize resources  
- Develop preliminary recommendations | $107,100 |
| 5. RECOMMEND | - Develop recommendations for long-range site and facilities development  
- Define project scopes, sequencing/prioritization and rough order of magnitude budgets for FMP projects  
- Identify funding resources and fiscal intervals  
- Develop project template for implementation plan (including parameters) | $107,100 |
| 6. DOCUMENT | - Develop Implementation Plan to include project descriptions, rough order of magnitude budgets, preliminary phasing and estimated cash flow  
- Assemble written and graphic narrative of entire planning process into one (1) district-wide document to include the following: District-wide Facilities Master Plan (overarching)  
  - IVC Facilities Master Plan  
  - SC Facilities Master Plan  
  - District-wide Implementation | $261,100 |
2. PROJECT SCHEDULE
The proposed project schedule outlines anticipated periods for each of the steps outlined above, with assumptions regarding the frequency of planning committee meetings.

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREPARE</td>
<td>ANALYZE</td>
<td>FRAME</td>
<td>EXPLORE</td>
<td>RECOMMEND</td>
<td>DOCUMENT</td>
</tr>
</tbody>
</table>

**COMMITTEE MEETINGS**
- Saddleback College - 6
- Irvine Valley College - 6
- ATEP - 1
- District - 7

*Project schedule is contingent on receiving the completed EMSP with all required information by October 1, 2019*

3. LIMITATIONS
The proposed scope and fee includes the following limitations:

- **Campus Engagement**
  - All District and College Leadership meetings will be led by Principal-in-Charge Deborah Shepley
  - Planning Committee Meetings to be 2-3 hours
  - Number of committee meetings as noted in the table above and as follows:
Irvine Valley College Committee Meetings – 6
Saddleback College Committee Meetings – 6
ATEP Committee Meetings – 1
District Planning Meetings – 7
President’s Executive Council – up to 4
Chancellor’s Executive Council – 1
Board Presentation - 1

Day-long Campus Forums:
- 1 at Saddleback College
- 1 at Irvine Valley College

Information Gathering Meetings:
- 3 at Saddleback College
- 3 at Irvine Valley College

ATEP
- ATEP Development Framework recommendations will be validated and incorporated into the FMP

Implementation Planning
- Scopes and rough order of magnitude budgets will be developed for all projects identified in the FMP
- State cost guidelines will be used as the basis for developing rough order of magnitude budgets

Specialty Consultants
- Specialty consultants to include:
  - Program Managers (FPPS)
  - Landscape
  - Infrastructure
  - Civil

Project Schedule + District Coordination
- Schedule will begin in September 2019 and complete in May 2020
- A single point of contact at the District will coordinate all meetings and the collection of information

Final Deliverables
- One (1) district-wide document
- High Resolution PDF files of the final master plan documents
- Editable excel spreadsheet of the Implementation Plan files
- 30 copies each of the final document
  - Additional copies to be at the District’s expense for a fee of $650/copy