



ANTELOPE VALLEY COLLEGE

Comprehensive Facilities Master Plan



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AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (“Agreement”) is entered into this ____ day of August, 2015 by and between ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT, a California Community College District (“District”) and _____ (referred to as “Consultant”); the District and the Consultant are collectively referred to herein as “the Parties.” This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District intends to prepare a Comprehensive Facilities Master Plan for the District; and

WHEREAS, the District requires the services of a professional consultant to prepare the Comprehensive Facilities Master Plan and other necessary documentation and to assist the District with related planning and construction compliance requirements; and

WHEREAS, The Consultant represents they are competent to perform the duties and responsibilities required by this Agreement, and by applicable laws and regulations, are regularly licensed by the laws of the state of California to provide appropriate services, want to perform these services for the District; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Consultant agree as follows:

AGREEMENT

The Consultant will furnish labor, materials, and equipment, and perform work necessary to complete, in a skillful manner, such services as more fully described in the Agreement (“Services”), in return for the District’s payment of the agreed-upon compensation as set forth in this Agreement.

1. Services

1.1 Basic Services.

Consultant shall provide the following Services and Document per the proposed schedule as requested by the District:

A. SCOPE OF REQUIRED SERVICES

a. STRATEGIC REVIEW

i. Institution Mission/Vision

Coordinated with the Dean for Institutional Research & Planning

a) District Mission Statement

b) District Strategic Plan

Visioning sessions coordinated with the Executive Director of Facilities Services

c) Vision – College Stakeholders

d) Vision – Community

ii. Enrollment Analysis (10 Years)

Coordinated with the Dean for Institutional Research & Planning

a) Demographic/Market Analysis

b) Enrollment Analysis/Management

iii. Academic Program

Coordinated with the Vice President of Academic Affairs

a) Academic Program Analysis & Validation

b) WSCH/ASF Conversion (10 Years)

b. FUNCTIONAL ANALYSIS

i. Functional/Utilization Analysis

Coordinated with the Executive Director of Facilities Services

a) Operations/Non-Academic Analysis

b) Space Utilization Analysis

c) Space Needs Assessment

c. PHYSICAL ANALYSIS

i. Campus Analysis

Coordinated with the Executive Director of Facilities Services and the Executive Director of Information Technology Services (Voice/Data, Security Systems)

Prime district engineering/technical consultants that the FMP consulting team may desire to coordinate with include:

Mechanical/Plumbing Infrastructure
dHA-CALPEC
Phone: 626-445-8580
Contact: Kevin Chen

Electrical Infrastructure
Kocher Schirra Goharizi
Phone: 818-240-5630
Contact: Farshad Memarzi

These consultants are subject to change. All associated costs for coordination are the responsibility of the consultant.

- a) Physical, Accessibility, Circulation, Wayfinding and Parking
- b) Campus Quality, Image, Architectural Style
- c) Landscape/Irrigation
- ii. Building/Systems Analysis
 - a) Existing Building Analysis
 - i) Expansion, Renovation/Reconstruction, Demolition
 - ii) Functional/Zoning/ Appropriateness of Use
 - b) Existing Infrastructure Systems Analysis
 - i) Water Systems: Domestic, Fire, Irrigation, Recycled
 - ii) High Voltage Electrical
 - iii) Lighting
 - iv) Natural Gas
 - v) HVAC Controls, Central Plant/Chilled Water System
 - vi) Voice/Data, Security Systems

d. SOLUTION DEVELOPMENT

i. Campus Build out

Coordinated with the Executive Director of Facilities Services

District planning consultant that the FMP consulting team will coordinate with to validate project planning:

Facilities Planning and Consulting Services
Phone: 559-967-5116
Contact: Eric Mittlestead

This consultant is subject to change. All associated costs for coordination are the responsibility of AVCCD.

a) Opportunities/Constraints

ii. Options & Evaluation

Coordinated with the Executive Director of Facilities Services

a) Options/Strategies Development

b) Cost Estimating

c) Evaluation Criteria

e. FINANCIAL ANALYSIS

i. Financial Analysis/Feasibility

Coordinated with the Executive Director of Business Services and Executive Director of Facilities Services

a) Funding Scenario A

b) Funding Scenario B (if required)

c) Funding Scenario C (if required)

f. PLAN DOCUMENT

i. Executive Summary

ii. Background

a) Facilities Master Planning Process

- b) State Rules & Guidelines
 - c) WSCH to ASF Matrix
- iii. Site Development
 - a) Site Master Plans (Campus Build out for Lancaster main campus only)
 - b) Landscape Master Plan
 - i) Define project scopes of work and related budget requirements.
- iv. Infrastructure/Systems Development
 - a) Infrastructure/Systems Replacement & Upgrade
 - i) Define project scopes of work and related budget requirements.
 - b) Infrastructure/Systems Expansion
 - i) Define project scopes of work and related budget requirements.
 - c) Sustainability & Renewable Energy Initiatives
 - i) Define project scopes of work, as applicable and related budget requirements.
- v. Building Development
 - a) Building Master Plan
 - i) Define each individual project scope of work, including demolition, reconstruction or new construction, and related budget requirements. For each project scope of work define Programs, WSCH/ASF Matrix, Space Categories, Cap/Load Ratios and other relevant data.
- vi. Design Guidelines
 - a) Site & Building Architectural Parameters
- vii. Implementation Strategies

- a) Phasing Schedule
 - i) Supporting Capital Budget Plan
 - viii. Deliverables - High quality document, 100 copies; electronic version. Twenty presentation boards (24" x 36") as specified.
- B. PROPOSED SCHEDULE [Subject to change at the District's discretion]
 - a. PROJECT
 - i. Phase 1 - September 21, 2015 through November 13, 2015
 - a) Verify project scope of work, process, schedule and communications plan; data collection; vision sessions; assessment of existing infrastructure and facilities.
 - ii. Phase 2 - November 9, 2015 through January 22, 2016
 - a) Collaborate with the Education Master Plan team on final report data; develop ten year forecast WSCH/ASF program baseline to establish facility project requirements; develop and define project scopes of work and budget estimates for recommended infrastructure projects; develop and define landscape master plan for Lancaster campus including phased plan and budget estimates by phase; define recommendations for improvements to site access and circulation.
 - iii. Phase 3 - December 7, 2015 through March 25, 2016
 - a) Review current district Five Year Construction Plan projects, including FPP's and IPP's, verify and redefine projects to support established facility project requirements; develop and define reconstruction or demolition project recommendations for each existing building; develop and define new project scopes of work to support established facility project requirements; develop redefined master campus plan for Lancaster campus; review vision summary and project recommendations with district entities for final input.
 - iv. Phase 4 - March 7, 2016 through April 29, 2016
 - a) Develop a maximum of three capital program implementation models sequencing prioritized projects from 2017 through 2028 based on proposed funding

models from the district Business Services department;
complete final revisions from Phase 3 project development;
complete final draft of Facilities Master Plan deliverables.

- v. Phase 5 - May 2, 2016 through June 13, 2016
- a) Present final draft of Facilities Master Plan deliverables to district Executive Council for final comments and revisions; present Facilities Master Plan for Board of Trustees approval at June 13, 2016 Board of Trustees meeting

1.2 Performance.

All Basic Services for the Project shall be performed and completed by employees of the Consultant. Consultant's Basic Services will be performed or provided consistent with professional skill and care of Consultant's profession and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and completion of the District's documentation or related projects.

2. Compensation

2.1 Consultant's Compensation.

The District will compensate the Consultant, in accordance with the terms and conditions of the Agreement. The fee for the Consultant's Basic Services will not exceed _____ Dollars (\$_____.00). Consultant's compensation shall include all direct labor rates, equipment, materials, insurance costs, and indirect expenses and shall not be changed for the term of the Agreement. Consultant shall bill in quarter-hour increments reflecting actual time spent for all Basic Services. Consultant shall be liable and solely responsible for paying all required taxes on the compensation. Consultant will not charge any overtime to the District unless the District makes a special request for overtime work and expressly agrees to pay additional money for overtime labor.

2.2 Additional Services.

Consultant shall not perform any services that exceed Consultant's not to exceed fee, or additional services that are not included Section 1.1, without the express written consent of the District. Any permitted additional services will be billed at the same rate and under the same conditions as Basic Services.

3. District Payments to Consultant.

Within thirty (30) days of receipt of Consultant's billing invoice, District will make payment to Consultant of undisputed amounts of the Consultant's Fee due for Services.

4. Ownership of Data.

Consultant and District agree that the District has full ownership of all documents and plans whatsoever prepared by, or caused to be prepared by, Consultant or its sub-

consultants pursuant to this Agreement. Following expiration or termination of this Agreement Consultant must promptly deliver to the District, upon written request, and at no cost to the District, all documents it or its sub-consultants prepared or caused to be prepared pursuant to this Agreement.

5. Term.

This Agreement shall terminate 60 days after full performance of the Consultant's material obligations under this Agreement as determined by the District, or if earlier terminated by either party. The term of this Agreement will not exceed 60 months.

6. Insurance

6.1 Consultant's Insurance.

The Consultant shall not commence work until the District has approved all evidence of the insurance required in this section. Consultant shall obtain the following policies and coverage in amounts not less than the following:

- A. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to specific projects or locations, or the general aggregate limit shall be twice the required occurrence limit.
- B. **Commercial Automobile Liability, Any Auto.** two million dollars (\$2,000,000) per occurrence for bodily injury and property damage.
- C. **Workers' Compensation.** Statutory limits required by the State of California. (As of contract date, Facilities Planning and Consulting Services has no employees, therefore, Workers Compensation insurance is not required.)
- D. **Employer's Liability.** None (\$0) per accident for bodily injury or disease. (As of contract date, Facilities Planning and Consulting Services has no employees, therefore, Employers Liability insurance is not required.)

6.2 Verification of Coverage.

The Consultant shall submit to the District certificates of insurance and original endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. Renewal certifications and endorsements shall be timely filed by the Consultant for coverage until the work is accepted as complete. The Consultant shall notify the District in writing of any material change in insurance coverage.

6.3 Insurance Provisions. The insurance policies shall contain, or be endorsed to contain, the following provisions:

- A. **General and Automobile Liability Policies.** For the general and automobile liability policies, the District, its officers, Trustees, employees, representatives, volunteers, and agents shall be covered as additional insured's. The District and its officers, Trustees, employees, representatives, volunteers, and agents, shall not by reason of their inclusion as additional insured's, incur liability to the insurance carriers for payment of insurance premiums.
- B. **Insurance Claims.** For claims related to the Services, the Consultant's insurance coverage shall be primary insurance as to any insurance or self-insurance maintained by the District, its officers, Trustees, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the District shall be in excess of the Consultant's insurance and shall not contribute with it.
- C. **Cancellation.** Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- D. **Acceptability of Insurers.** Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the District.

7. **Indemnity**

The Consultant shall indemnify, defend, and hold harmless the District, and its officers, Trustees, employees, representatives, volunteers, and agents (collectively "the Indemnified Parties") from any and all claims, actions, demands, losses, responsibilities or liabilities for: (i) injury or death of Consultant's employees arising out of this Agreement; (ii) injury or death of persons, or damage to property, or (iii) other costs or charges arising out of or attributable to the negligent acts, omissions or errors of Consultant or the employees, agents and representatives of Consultant in performing or providing any of the obligations, Services or other work product contemplated under this Agreement. This provision shall survive the termination or expiration of this Agreement.

8. **Termination or Suspension**

8.1 **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 set forth in this Agreement, as long as that default is not caused by the Party initiating the termination. Termination is deemed effective the seventh (7th) day following the date of the written termination notice, unless during this seven (7) day period, the Party receiving the written termination notice commences to cure it default(s) and diligently completes that cure within a reasonable time. The District may also terminate this Agreement upon written notice to the Consultant if: (a) 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 the Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District terminates this Agreement, it will pay Consultant all earned and undisputed fees for services provided before the date of termination. The District may reduce this payment by the amount of its losses, damages, or other costs caused by Consultant.

8.2 District's Right to Suspend:

The District may, in its discretion, suspend all or any part of the Consultant's services under this Agreement. If the District suspends the Consultant's services for a period of 180 or more consecutive days, and the suspension is not caused by the Consultant's default or the acts or omissions of the Consultant, upon rescission of the suspension, the Consultant's Fee may be subject to a mutually agreeable adjustment to reflect actual costs and expenses incurred by the Consultant, if any, as a direct result of the suspension and resumption of the Consultant's services.

8.3 District's Termination for Convenience:

The District may, at any time, upon seven (7) days advance written notice to the Consultant, terminate this Agreement for the District's convenience and without fault, neglect or default on the part of the Consultant. The Agreement will be terminated seven (7) days after the date of the District's written notice to the Consultant, or such other time as the District and the Consultant may mutually agree upon. The District will pay Consultant all earned and undisputed amounts for services provided through the date of termination.

8.4 Consultant Suspension of Services:

If the District fails to make payment of an undisputed amount of the Consultant's Fee when due, Consultant may, upon seven (7) days advance written notice to the District, suspend performance of its Services until payment in full is received. Consultant is not liable for any delays or additional costs caused by Consultant's suspension under this section.

8.5 Consultant Obligations Upon Termination:

Upon the District's termination of the Agreement, the Consultant shall continue or conclude any on-going services at the District's direction. The Consultant shall, within five (5) days of a request by the District, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, instruments of service

and other items of a tangible nature requested by the District. The Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

9. Disputes

9.1 Continuation of Consultant Services:

Except in the event of the District's failure to make earned and undisputed payments to the Consultant, if the District and Consultant have a dispute, each will continue to perform its respective obligations, including Consultant's duty to provide and perform the Services, during all attempts to resolve the dispute.

9.2 Arbitration:

In the event that a dispute arises between the Consultant and District regarding this Agreement or any aspect of the Consultant's provision of the Services, either during or after the term of this Agreement, the Parties agree to participate in arbitration before a single arbitrator chosen from a list of seven (7) obtained from American Arbitration Association ("AAA") to be conducted in Los Angeles County, California, and held pursuant to the AAA Construction Industry Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Construction Disputes) ("Rules") in lieu of litigation and trial by jury. This arbitration shall be the exclusive, final and binding method for resolving such dispute. The Rules may be accessed at http://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_004219&revision=latestreleased. The Rules may be amended by AAA after the execution of this Agreement and the Parties agree to use the current version of the AAA Rules at the time arbitration is commenced. The claims covered by this Agreement or any aspect of the relationship include, but are not limited to, claims for breach of contract or covenant (express or implied), tort claims, claims for violation of common law or federal, state or other governmental law, statute, regulation or ordinance. The arbitration shall be governed by the Federal Arbitration Act. The parties shall pay their respective expenses for arbitration, including its own attorneys' fees and costs. The parties hereby consent to the entry of judgment upon the award rendered by the arbitrator in any court of competent jurisdiction. This provision applies during the term of this Agreement and survives after the termination or expiration of this Agreement.

BY SIGNING THIS AGREEMENT, CONSULTANT AND DISTRICT UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL CLAIMS EXCLUSIVELY THROUGH ARBITRATION, CONSULTANT AND DISTRICT ARE GIVING UP THE RIGHT TO INITIATE OR DEFEND ALL LAWSUITS IN COURT AND ARE GIVING UP AND WAIVING ANY RIGHT TO TRIAL BY JURY.

10. Miscellaneous

10.1 Governing Law; Interpretation:

This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Consultant. Any legal proceedings brought to interpret or enforce the terms of this Agreement shall be brought in Los Angeles County, California.

10.2 Successors; No Assignment.

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 may assign rights or obligations of this Agreement without the prior written consent of the other, which may be withheld or granted in sole discretion of the Party requested to grant consent.

10.3 Authority.

The individual(s) executing this Agreement on behalf of the Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement, but that this Agreement is subject to approval and execution by the District's Board of Trustees.

10.4 Notices.

Notices under this Agreement shall be addressed and delivered as follows:

District:

Doug Jensen
Executive Director, Facilities Services
Antelope Valley Community College District
3041 West Avenue K
Lancaster, California 93536-5426
Phone 661.722.6526
Fax 661.722.6532
Email djensen@avc.edu

Consultant:

TBD
Phone TBD

Notices must be transmitted by personal delivery requiring signature-acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid, to be valid. All notices are effective on the second business day after put into the mail, or on actual receipt whichever is sooner.

10.5 Severability and Waiver.

If any part of this Agreement is for any reason held to be invalid or unenforceable, the rest of it remains fully enforceable. The failure of District or

Consultant to enforce any of the provisions of this Agreement will not be construed as a waiver of those provisions and shall not affect the right of either party thereafter to enforce each and every provision in this Agreement.

10.6 Independent Contractor Status.

Consultant is, during the entire term of the Agreement, an independent contractor. Nothing in this Agreement is intended to create an employer-employee relationship, a joint venture relationship, or allow the District to exercise discretion or control over the professional manner in which the Consultant performs the Services of this Agreement. But, Services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

10.7 Entire Agreement.

This Agreement constitutes the sole entire agreement and understanding between the District and Consultant concerning its subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. It may not be modified except in a writing signed by the District and Consultant.

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

District
Antelope Valley Community College District

By: _____
Edward Knudson
Superintendent/President

Consultant
TBD

By: _____
TBD
Owner