

West Contra Costa Unified School District
Facilities Operations Center
1400 Marina Way South
Richmond, CA 94804



**REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFQ/P”) FOR
PROFESSIONAL SERVICES FOR DEVELOPMENT OF FACILITIES MASTER PLANS
FOR TWO (2) SITES:
KENNEDY HIGH SCHOOL AND RICHMOND HIGH SCHOOL
RFQ/RFP # FMP KHS/RHS 2021**

August 12, 2021

The West Contra Costa Unified School District (“**District**”) is requesting proposals (“**Proposal(s)**”) from qualified persons, firms, partnerships corporations, associations or professional organizations (“**Firm(s)**”), for the development of a Facility Master Plan (“**FMP**”) related to the modernization / reconstruction / renovation of the Kennedy High School and Richmond High School sites.

District intends to award two (2) separate contracts to two (2) different Firms from this RFQ/P process: one for Kennedy High School and one for Richmond High School. Firms may submit a Proposal that includes the preparation of a FMP for one or both school sites, but a Firm will **not** be awarded a contract for more than one site.

Interested Firms are invited to upload directly to the online bidding plan room at www.wccusdplanroom.com:

All Proposals must be received on or before Thursday, September 2, 2021, no later than 4:00 p.m.

Late responses will **not** be accepted. Proposals will be opened immediately after they are due.

Questions regarding this RFQ/P must be submitted in writing and directed to Melissa Payne, facilities_procurement@wccusd.net. **Firms shall not contact any other member of District’s staff or Board about this RFQ/P during the RFQ/P process. District may, in its sole discretion, disqualify any Firm who engages in prohibited communications.**

This RFQ/P is not a formal request for bids or an offer by District to contract with any Firm responding to this RFQ/P. District reserves the right to cancel or revise this RFQ/P for any or no reason. If District cancels or revises the RFQ/P prior to the deadline for the submission of Proposals, notification will be placed on District’s website at <https://www.wccusd.net/Domain/40>. District makes no representation that any contract will be awarded to any Firm responding to this RFQ/P. District expressly reserves the right to postpone any process hereunder for its own convenience, to waive any informality or irregularity in any Proposal received, and to reject any or all Proposals. All materials submitted to District shall remain the property of District. District shall not be responsible for the costs of preparing any Proposal. Proposal will be available for inspection upon execution of contract with the successful Firm(s).

Thank you for your interest in working with the West Contra Costa Unified School District.

1. **General Information.** In March 2020, the community approved Measure R, a \$575M general obligation bond. The Board has provided direction to begin the Facility Master Planning process for the modernization, renovation and replacement of Kennedy High School and Richmond High School. The District's intent is to perform the planning and construction phases of both sites at the same time.
2. **Contracts.** District intends to award two (2) separate contracts to two (2) different Firms from this RFQ/P process: one for Kennedy High School and one for Richmond High School. Firms may submit a Proposal that includes the preparation of a FMP for one or both school sites, but a Firm will **not** be awarded a contract for more than one site. If Firm submits a Proposal for both school sites, Firm must clearly indicate the compensation proposed for each.
3. **Subsequent Phases/Services/Conflict of Interests.** While Government Code section 1090 will prohibit any Firm selected hereunder from providing services on subsequent phases of the particular project for which Firm is awarded a contract such prohibition would **not** apply to the other school site project. For example, if Firm "A" is awarded a contract to prepare the FMP for Kennedy High School, Firm "A" would be prevented from performing future design services for the Kennedy High School Project. However, Firm "A" could be eligible to participate in subsequent procurement and phases of the Richmond High School Project.
4. **Schedule of Events.** The following is the tentative schedule for this RFQ/RFP, which is subject to change:

Advertise and Issue RFQ/P:	August 12, 2021
Pre-Proposal Meeting (Zoom):	August 18, 2021 @ 11:00am
Last Day to Submit Written Questions:	August 25, 2021
Proposal Due Date:	September 2, 2021 by 4:00pm
Anticipated Evaluation of Proposals:	Week of September 6 th
Interviews (if any):	September 14, 2021
Notice of Intent to Award:	September 17, 2021
Board Meeting to Select Firm(s)/Approve Agreement:	September 22, 2021
5. **Scope of Services.** The selected Firm(s) must be prepared to perform the Services described in **Exhibit "A"** in the **Form of Contract for Services ("Contract")** attached hereto as **Attachment 1 ("Services")**.
6. **[OPTIONAL] Pre-Proposal Meeting.** A pre-proposal meeting will be held at **11:00 A.M. on Wednesday, August 18, 2021**, via Zoom. Attendance at this pre-proposal meeting is highly recommend but is not mandatory. District anticipates this meeting will last one (1) hour but will continue the meeting until District determines that it has received and responded to all substantive questions. Any substantive response to questions presented at the Pre-Proposal meeting will be made part of this RFQ/P by addenda.
7. **Commencement of Services.** District anticipates the selected Firm will begin providing Services immediately following Board approval of the selected Firm.
8. **Restrictions on Lobbying and Contact with District.** From the period beginning on the date this RFQ/P is issued and ending on the date of the award of the contract, no person or entity responding to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process or the award of the contract with the District's Board of Education, selection committee members, or any member of the Citizen's Oversight Committee, or with any employee of District except as expressly described herein. Any such contact or communications shall be grounds for the disqualification.

9. **Content of Firm's Proposal.** Firm's Proposal must be consecutively numbered on each page and must include the following information, using the outline structure and numbering system set forth below. Firm's Proposal shall concise, well organized and **no longer than fifty (50) pages, 8½" x 11" paper**, inclusive of résumés. The proposal shall be tabbed; however, tab pages, table of contents, letter of interest, and covers do not need to be counted within the page restriction. Required forms can also be excluded from the page count.
- 9.1. Letter of Interest. A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, and website. The letter **MUST INCLUDE** the main contact for the procurement with name, title, phone number and email. The name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm should sign the letter. The Letter of Interest **MUST** clearly indicate which school site the Firm is submitting its Proposal. If Firm is submitting its Proposal for both school sites, state Firm's interest in both school sites.
- 9.2. Table of Contents. A table of contents of the material contained in the Proposal.
- 9.3. Firm Information. Provide a brief history of Firm, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
- 9.3.1. If the Services are to be undertaken by the Firm in joint venture or in association with one or more other entities, identify the parties involved in such a joint effort, the roles and responsibilities of each party, and whether all parties will be jointly and severally liable for performance and all contractual liabilities. In the event of a joint venture, please provide a copy of the joint venture agreement and identify which firm will be the lead member of the venture. District reserves the right to require the lead firm to sign a Guaranty concerning the work to be completed. Provide a statement of Firm's financial resources and insurance coverage. Identify Firm's insurance carriers' name, address and policy numbers for general liability and professional liability for the past five (5) years.
- 9.3.2. If the Firm would utilize resources from more than one office, indicate office locations and how Services would be coordinated.
- 9.3.3. Provide a narrative of the services offered by Firm. Prepare Statement of Services for which Firm is submitting its Proposal, and briefly demonstrate Firm's understanding of the Services. State whether there are any Services that Firm **cannot** provide.
- 9.3.4. Provide a statement of **ALL** claim(s) filed against Firm in the past **five (5) years**. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s). Include any claims filed against Firm's general liability, professional liability, or automobile liability insurance carriers for the past **five (5) years**.
- 9.3.5. Provide a statement of any complaint lodged against Firm with any local public agency, agency of the State of California or professional organization which Firm is affiliated. Describe the nature of the complaint and the outcome or anticipated outcome of any complaint.
- 9.3.6. Provide a statement that Firm's Proposal shall remain valid for a period of not less than one-hundred eighty (180) days from the due date of the Proposal.

- 9.3.7. Identify any information contained in the Proposal which Firm deems to be and establishes as confidential or proprietary and wants to be withheld pursuant to the California Public Records Act.
- 9.4. Firm's Relevant Experience.
- 9.4.1. Describe Firm's experience performing the Services. Firm's response should clearly establish the ability of Firm to satisfactorily perform the Services by reason of demonstrated competence in the Services; nature and relevance of similar work recently completed for other clients; demonstrated record of meeting schedules and deadlines on other projects; and competitive advantages over other firms in the same industry.
- 9.4.2. Describe Firm's experience, and philosophy relating to, working with school district administration officials to develop a master plan that responds to the unique challenges of a school district's facilities and educational program requirements. Including development of multiple options, cost estimating and phasing on an operational site.
- 9.4.3. Describe Firm's experience preparing master plans and developing projects including facilitation of community involvement in the planning process.
- 9.4.4. Provide a detailed summary of Firm's experience with:
- 9.4.4.1. Assessment of existing and future facility needs;
 - 9.4.4.2. Understanding of school district demographics and analysis and projection of student enrollment numbers;
 - 9.4.4.3. Prioritizing projects based on District needs and providing cost benefit analysis concerning potential future construction or modernization of District facilities;
 - 9.4.4.4. Integration of technology into existing facilities to improve student educational opportunities;
 - 9.4.4.5. Considering the integration of sustainable building systems into facility improvement, particularly towards reducing energy and water use; and
 - 9.4.4.6. Outreach to District constituents, including staff, students and parents concerning viewpoints on District facilities needs and compilation of such outreach for easy analysis by the District's Board of Education and administration.
- 9.4.5. Identify K-12 projects performed by Firm in the past five (5) years that are similar to the site master planning and anticipated high school renovation and modernization projects and the Services requested by District. Limit response to no more than the **TEN (10) MOST RECENT** projects. Include the following information for each project:
- 9.4.5.1. Name of project and K-12 district;
 - 9.4.5.2. Scope of project, description of services provided;
 - 9.4.5.3. Contact person and telephone number at K-12 district;
 - 9.4.5.4. Contact person and telephone number of architects and construction managers that worked on the program;
 - 9.4.5.5. Identify if any of the PROPOSED Firm personnel that was assigned to this project and what role they performed;
 - 9.4.5.6. Dollar value of each program;
 - 9.4.5.7. Any claims, litigation, or assessed damages directly or indirectly related to Firm's performance of services

- 9.5. Proposed Personnel/Firm Team. Include resumes of key personnel who would perform Services for the District.
- 9.5.1. Provide a current organization chart indicating the communication and reporting relationships among the proposed personnel. Indicate personnel who will serve as the primary contact(s) for District.
 - 9.5.2. Specifically, define the role of each person and outline the individual's experience and responsibilities. Indicate Firm's and personnel's availability to provide the Services.
 - 9.5.3. Provide information on sub-consultant team members and information on recent and successful associations with designated sub-consultants.
 - 9.5.4. Provide license or registration number(s) for proposed personnel and any proposed sub-consultant(s), if applicable.
- 9.6. Approach and Schedule. District intends the Services to be completed within by Spring 2022, as further described in Exhibit "A" Scope of Work Section 8.0, Schedule.
- 9.6.1. Discuss Firm's approach and methodology to complete the Services. Include a preliminary timeline with the necessary tasks required to complete the Services, the duration and the personnel assigned to each task.
 - 9.6.2. Describe the Firm's proposed public notification and outreach methodology. Explain how data collected from public outreach tools and events will be aggregated and translated into useful information representing public preferences and input relating to the Project.
 - 9.6.3. Describe the procedures Firm will employ to ensure that the needs of District will be satisfied, including completion of the Services in a cost-effective and timely manner.
- 9.7. Conflicts of Interest. Provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, the anticipated renovation and modernization of the Kennedy High School and Richmond High School sites, or the District that may have a potential to conflict with Firm's ability to provide the Services.
- 9.8. Fees and Expenses. ****The information required in this section of Firm's Proposal MUST be organized by school site if Firm is submitting Proposal for more than one site.**
- 9.8.1. Provide a fixed price (not-to-exceed amount) to perform the Services. Specify the required hours, broken down by staffing, for performance of the Services. Indicate proposed fee payment schedule based on completion of identified tasks during term of contract for the performance of the Services. Provide rates for all expected fees associated with the Services (e.g., travel expenses, copying and printing costs, etc.).
 - 9.8.2. Provide detailed information on Firm's billing practices for percentage-based completion by phase, reimbursable cost categories, and hourly billing rates by position for additional services.
 - 9.8.3. Identify any additional fees, costs, expenses or reimbursable fees for which Firm would be seeking compensation.

9.8.3.1. Provide a current fee schedule that the Firm would charge for any additional work. The selected Firm's fee schedule shall be binding on the Firm through the completion of the Services, even if the performance of Services extends beyond the fiscal year in which the Firm and District enter into an agreement. Firm must acknowledge this requirement in its Proposal.

9.8.4. Describe how Firm will manage and control costs, while providing the highest quality of Services.

9.9. Certifications/Acknowledgements. A qualified individual from Firm must execute the Certifications and Acknowledgments attached hereto. Any Proposal submitted without the Certifications/Acknowledgements will be deemed nonresponsive.

9.10. Additional Data. Provide additional information about Firm as it may relate to Firm's Proposal. This can include letters of reference or testimonials.

10. **Agreement Form.** If Firm has any comments or objections to the Contract, it shall provide those comments or objects in its Proposal. The Contract specifies the Services generally, but District reserves the right to adjust the Contract and the Services as necessary prior to execution. **PLEASE NOTE: District will not consider any substantive changes to the form of Contract if Firm's requested changes are not submitted in Firm's Proposal. Firm's Proposal must include one of the following statements:**

"[INSERT FIRM's NAME] ("Firm") received a copy of District's standardized form of Contract for Professional Services ("Contract") attached as Attachment 1 to the RFQ/P. Firm has reviewed the Contract, including but not limited to, the indemnity provisions and professional insurance provisions contained in the Contract. If selected to contract with the District, Firm has no objections to the use of the Contract, without revisions. By virtue of submission of its Proposal, Firm declares that all information is true and correct."

OR

"[INSERT FIRM's NAME] ("Firm") received a copy of District's standardized form of Contract for Professional Services ("Contract") attached as Attachment 1 to the RFQ/P. Firm has reviewed the Contract, including but not limited to, the indemnity provisions and professional insurance provisions contained in the Contract. If selected to contract with the District, Firm has the following objections to the use of the Contract: [FIRM TO INSERT ALL OBJECTIONS]. By virtue of submission of its Proposal, Firm declares that all information is true and correct."

Any Firm that mandates the use of its standard services contract, rather than utilizing District's standard contract will result in that Firm's Proposal being judged non-responsive and the Proposal will be rejected. Except as specifically detailed by District, Firm's Proposal will **not** be incorporated into the Contract.

11. **District's Evaluation / Selection Process.**

11.1. District intends to select one Firm for each school site for which Services are requested—but reserves the right to select more than one Firm—that best meet(s) District's needs to perform the Services as described in this RFQ/P. District may, at its discretion, interview some or all of the Firms that submit Proposals. Firm(s) that best meet the needs of District and whose Proposal(s) represents the best value to District will be recommended to the District's Board of Education for approval (collectively the "**Successful Firm**"). The Successful Firm will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, the Services and a proven track record of success.

- 11.2. A “best value” method of selection will be utilized. The “best value” method evaluates the selection criteria listed below based on the designated relative weight given to each criterion as a percentage of the RFQ/P’s total points possible, where Cost/Pricing is given the greatest relative weight:

Selection Criteria	Relative Weight (%)
Team Structure / Proximity of Offices / Availability of Qualified Staff	10
Recent Success with Similar Services /Prior Relevant Experience	20
Team Experience / Technical Expertise	15
Proposed Approach / Services	15
Schedule	5
Cost/Pricing	30
Other Qualifications	5

12. **Final Determination and Award.** District reserves the right to contract with any Firm responding to this RFQ/P, to reject any Proposal as non-responsive, and not to contract with any Firm for the Services. District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. District reserves the right to seek Proposals from or to contract with any Firm not participating in this process. District shall in no event be responsible for the cost of preparing any Proposal.
13. **Terms and Conditions.**
- 13.1. District is not responsible for late delivery of a Proposal. It is the responsibility of the responding Firm to ensure that its Proposal is submitted on time. Proposals that are received after the deadline will not be considered.
- 13.2. Proposals to this RFQ/P will become the property of District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each Proposal that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its Proposal as exempt from disclosure without justification may be deemed non-responsive. In the event District is required to defend an action on a Public Records Act request for any of the contents of a Proposal marked “Confidential,” “Proprietary,” or “Trade Secret,” the Firm agrees, by submission of its Proposal for District’s consideration, to defend and indemnify District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.
- 13.3. Issuance of this RFQ/P does not commit District to award a contract for Services or to pay any costs incurred with the preparation of a Proposal. Firms should note that the execution of any contract pursuant to this RFQ/P is dependent upon successful negotiation of terms and fees as well as approval by District’s Board of Education.

- 13.4. The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's workplace. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected Firm(s) shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ/P so that such provisions will be binding upon each sub-consultant.
- 13.5. By submitting its Proposal, Firm represents that it does not know of any facts occurring in connection with Firm's Proposal that constitutes a violation of California Government Code §§ 1090 et seq. and §§ 87100 et seq., and has disclosed in its Proposal any potential interests, direct or indirect, which Firm believes any official, officer, agent or employee of District or any department thereof, has that might cause such official, officer, agent or employee to be "financially interested" (as that term is defined in the aforementioned statutes) in any decision made by District related to the procurement of the Services.
- 13.6. Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. Fingerprinting of all personnel who will visit school sites will be required.
- 13.7. Firm may withdraw its Proposal at any time prior to the submittal deadline by sending District a request in writing from the person authorized to submit the Proposal on Firm's behalf. Any Proposal received by District and not so withdrawn shall become an irrevocable offer available for acceptance by District immediately and for a period of one-hundred eighty (180) days thereafter.
- 13.8. Firm agrees by submitting its Proposal that District shall be entitled to use all work product that is not returned to the Firm (including concepts, ideas, technology, techniques, methods, processes, drawings, and reports) contained in its Proposal or generated by or on behalf of the Firm for the purpose of developing its Proposal without compensation or consideration to the Firm, except such work product specifically labeled as a Trade Secret or Proprietary. By submitting its Proposal, Firm acknowledges that District may incorporate and use such work product or concepts based thereon in the performance of its functions. The use of any of the work product by District is at the sole risk and discretion of District and shall in no way be deemed to confer liability on the unsuccessful Firm. By submitting its Proposal, Firm acknowledges and agrees that it does not have the right to keep the contents of its Proposal from being used by District, as described herein.

14. **Protests.**

Any protest regarding this RFQ/P must be submitted in writing to District, before **5:00 p.m.** of the **THIRD (3rd)** business day following the date of notification by District that a Firm has been selected following District's evaluation / selection process.

- 14.1. The protest must contain a complete statement of any and all bases for the protest.
- 14.2. The protest must refer to the specific portions of any documents that form the bases for the protest.
- 14.3. The protest must include the name, address and telephone number of the person representing the protesting party.

- 14.4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest; and all other Firms or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 14.5. The procedure and time limits set forth in this paragraph are mandatory and are Firm's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

REQUIRED ACKNOWLEDGEMENTS AND DECLARATIONS –
FIRM MUST SUBMIT THIS FORM WITH ITS PROPOSAL

_____ **(Initial) Accuracy of Proposal.** The undersigned declares under penalty of perjury that all the information submitted with Firm's Proposal, including but not limited to Firm's financial information is true and accurate. The undersigned further declares that it is duly authorized to execute these acknowledgements and certifications on behalf of Firm.

_____ **(Initial) Reference Checks.** The undersigned further consent to West Contra Costa Unified School District contacting any reference included in Firm's Proposal, including but not limited to, other K-12 school and community college districts for the purposes of obtaining information about Firm's referenced experience.

_____ **(Initial) Statement of Non-Conflict of Interest.** The undersigned, on behalf of Firm, does hereby certify and warrant that, if selected, Firm, while performing the Services required by the RFQ/P No. # FMP KHS/RHS 2021, shall do so as an independent contractor and not as an officer, agent or employee of the West Contra Costa Unified School District. The undersigned further certifies and warrants that:

1. No officer or agent of Firm has been an employee, officer or agent of District within the past two (2) years;
2. Firm has not been a source of income to pay any employee or officer of District within the past twelve (12) months;
3. Firm shall receive no compensation and shall repay District for any compensation received by Firm should Firm aid, abet or knowingly participate in violation of this Statement; and
4. During the RFQ/P process, (i.e., from the date the RFQ/P was advertised/released to the award of the Services) Firm did not communicate, contact and/or solicit any member of the District's Board of Education, selection or evaluation committee, member of the Citizen's Oversight Committee or employee, consultant or agent of District for purposes of obtaining the Services or for any other business purposes.

_____ **(Initial) Statement of Non-Conflict of Interest.** The undersigned certifies, to the best of the individual's knowledge and belief, that no officer, director, employee, representative or agent has any financial interest that conflicts with the individual's obligations to District and further agrees to disclose any such interest which may be acquired during the life of any contract with District.

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INDIVIDUAL IS DULY AUTHORIZED TO LEGALLY BIND THE FIRM TO THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE AND CORRECT AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

Attachment 1

District's Form of Contract

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
KENNEDY HIGH SCHOOL OR RICHMOND HIGH SCHOOL
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
MASTER PLANNING SERVICES**

This Independent Contractor Agreement for Professional Services ("Agreement") is made as of the _____ day of _____ in the year 2021, between the **West Contra Costa Unified School District** ("District") and _____ ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, District is authorized by California Government Code sections 4529.10 and 4529.12 to contract with and employ any persons for the furnishing of architectural, landscape architectural, environmental, engineering, land surveying, and construction management services through a fair, competitive selection process; and

WHEREAS, Consultant is specially trained, experienced, competent and duly licensed under the laws of the State of California to perform the services pursuant to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Term.** Consultant shall commence providing services under this Agreement on _____, 20____, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on _____, 20____. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u> Signed Agreement	<u> X </u> Workers' Compensation Certificate
<u> X </u> Insurance Certificates & Endorsements	<u> X </u> W-9 Form
<u> N/A </u> Bonds (as requested by District)	<u> X </u> Fingerprinting/Criminal Background Investigation Certification
<u> X </u> Tuberculosis Clearance Certification	

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "B,"** on a percent by phase basis, as applicable, and up to a maximum amount not-to-exceed _____ Dollars (\$_____). District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of _____ Dollars (\$_____). Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture 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 shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. Standard of Care.

- 8.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 8.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 8.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
- 8.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

9. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. Copyright/Trademark/Patent. 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.

11. Termination.

- 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 11.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 11.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 11.3.1. material violation of this Agreement by the Consultant; or
 - 11.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 11.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District

upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 11.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

12. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

13. **Insurance.**

- 13.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 13.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

- 13.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 13.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
14. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
16. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
17. **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 services pursuant to this agreement.
18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
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 services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
21. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal

background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

22. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 23.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
24. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
25. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

West Contra Costa Unified School District

1400 Marina Way South
 Richmond, CA 94804
 Tel: (510) 307-4545; Fax: (510) 231-2406
 ATTN: Luis Freese

Consultant

 Tel: _____ ; Fax: _____
 ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and

supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **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.
32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

West Contra Costa Unified School District

Date: _____, 2021

By: _____

Print Name: Luis Freese

Its: Associate Superintendent of Operations

_____, 2021

By: _____

Print Name: _____

Its: _____

Information regarding Consultant:

Consultant: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual _____ Sole Proprietorship

____ Partnership _____ Limited Partnership

____ Limited Liability Company

____ Corporation, State: _____

____ Other: _____

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:

Proper Name of Consultant:

Signature:

Print Name:

Title:

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Professional Services ("Agreement"):

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

Date: _____

District Representative's Name and Title: _____

Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

District Representative's Name and Title: _____

Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant or Company: _____

Signature: _____

Print Name and Title: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Consultant currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Consultant certifies that at least one of the following items applies to the services that are the subject of the Agreement:

- ☐ The Consultant ensures that any person providing any portion of the Services has submitted to an examination within the past 60 days to determine that he or she is free of active tuberculosis, by a physician or surgeon. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- ☐ Consultant's services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A
Scope of Services

Consultant shall perform the following Services:

1.0 Data Gathering

1.0.1 Site Investigation – The investigation should be conducted by the team to understand existing conditions on each campus in order to understand the scale of modernization needed and implications of potential phasing and which if any buildings are suitable for modernization/reuse.

The District will provide the consultant with the facility assessment data collected at the time of the 2016 Facility Master Plan, historic records of projects, original construction drawings, site surveys and previously completed soil investigations.

2.0 Master Plan Facilities Program - The District Educational Specifications will be used as a guide in preparing for a master plan level “facility program” for each School. The development of and the facility program will be based on input from the following:

- 2.0.1 District Educational Services
- 2.0.2 Results of the District Equity Audit
- 2.0.3 School Site Committee Input
- 2.0.4 Community Input
- 2.0.5 Student Input
- 2.0.6 Identified Subject Focus Groups Input
- 2.0.7 District Facilities
- 2.0.8 District demographic and student housing goals
- 2.0.9 Board of Education

The architectural team should structure a process for gathering both community and student input into the process and mechanism for recording and synthesizing the gathered input from all parties. The input process and program should consider the student housing goals for each of these sites and achieve the target capacity for each site. The draft and final Facility Programs will be presented to District Facilities. Once approved they will be used as the baseline for Options Development.

3.0 Options Development

The District 2016 Facilities Master Plan contained options for the future of 19 priority sites. Richmond High School and Kennedy High School were part of the 19 priority sites. This phase asks for a review of the Master Facility Plan School Reports for these specific sites. The team is to generate new options using the facility program created in Phase 1 above, and other data that might influence the development of specific sites. This phase is comprised of the following steps:

- 3.0.1 Create options with Rough Order of Magnitude (ROM) costs that address the input, program and existing conditions. Phasing should be included for each option. Each site should have one total replacement option and 2 other options of a partial rebuild and utilization of existing buildings on site.
- 3.0.2 Present options with ROM costs to District Facilities for review.
- 3.0.3 Complete presentation material for Committees, Community and school groups, and Board of Education

3.04 Conduct a process to gather input on the options and develop a final option

3.05 Complete a revised final option and estimates to reflect input

4.0 Cost Estimating

Complete a Project Cost estimate for the selected option. The Estimate should contain at a minimum, repairs, site work, modernization, new construction, off site work, temporary housing, and other components that may need to be considered for unique conditions. Working with the District, identify the methodology of the estimates and the construction cost escalation for each phase that may be applied for projected projects.

5.0 Meetings.

Firms shall be expected, as necessary, to conduct consultations and meetings with District staff and other designated parties, outside of the meetings identified in the phase above.

6.0 Deliverables

6.0.1 Written (electronic submittal) report on site observations and previously prepared assessment scores

6.0.2 Written (electronic submittal) Facilities Master Plan Update for the School Report pages for the selected campus

6.0.3 Drawings to include

6.0.3.1 Existing and proposed site plans detailing plans that show proposed new, modernized, and additions to buildings, site path of travel changes, fire lanes (new and proposed), utility services changes (water, sewer, storm, electrical, communications, and technology), and proposed changes in landscape. Show proposed changes for site access to parking, events, service vehicles, and delivery for specific functions. Phasing plan indicating approach and timeline for the construction projects.

6.0.3.2 Generic computer-generated renderings of the site. Three views minimum.

6.04 Programming document describing the goals of the new campus projects, approach to phasing, space program based on the educational specifications and other synthesized information from the input gathering process.

6.05 Provide final cost estimates in written form (electronic) and editable.

7.0 Reference Documents

7.01 District Standards including Educational Specification are available on the District website at <https://www.wccusd.net/Page/15554>.

7.02 Historic Reference Documents including 2016 Facilities Assessment Reports, 2016 Long Range Facility Master Plan & 2002 Seismic Reports are available on the District website under Quick Links at <https://www.wccusd.net/Page/15302>.

8.0 Anticipated Schedule

Phase	ESTIMATED START	ESTIMATED FINISH
Site Investigation	October 2021	November 2021
Facilities Program	October 2021	December 2021
Options Development		
Draft Options	January 2022	February 2022
Input Gathering	February 2022	February 2022
Final Option and Board of Education	March 2022	April 2022

EXHIBIT B
Hourly Personnel Rates
and
Schedule of Fees and Charges

Phase	Cost per Phase
Site Investigation	
Facilities Program	
Options Development	
Draft Options	
Input Gathering	
Final Option and Board of Education	