AGREEMENT FOR
PROFESSIONAL SERVICES
FOR LONG RANGE FACILITY MASTER PLAN
BY AND BETWEEN
SWEETWATER UNION HIGH SCHOOL DISTRICT
AND
JACOBS PROJECT MANAGEMENT CO.
SF#782144

1. Parties and Date

This Agreement ("Agreement") is made and entered into this 2nd day of December 2013, by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT ("District"), a public school district, and JACOBS PROJECT MANAGEMENT CO., a Delaware company ("Consultant").

2. Recitals

2.1 Consultant.

Consultant is a professional consultant, skilled and experienced in providing the specialized services described herein to public clients, and is familiar with the plans of the District.

2.2 District.

The District does not have on their staff of classified employees any person(s) qualified to provide professional services contemplated herein.

2.3 Project.

The District desires to engage Consultant to render the professional services contemplated herein for PROFESSIONAL SERVICES FOR THE COMPLETION OF THE LONG RANGE FACILITY MASTER PLAN PROJECT RFQ #34-2369-LB FOR SWEETWATER UNION HIGH SCHOOL DISTRICT (SUHSD) ("Project").

3. Terms

3.1 Scope of Services, Activity Schedule, Qualifications and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services, described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
3.1.2 Activity Schedule. Consultant shall complete Services in a reasonable and timely manner. In addition, the Consultant shall abide by the activity schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Activity Schedule").

3.1.3 Consultant Qualifications. Consultant officers and employees working for the District shall meet the standard qualifications necessary for performance of the Services. All subconsultants and/or subcontractors of Consultant shall maintain all the necessary licenses or certificates required for the work they perform.

3.1.4 Term. The term of this Agreement shall be from December 2, 2013 until October 1, 2014, or final adoption of the Long Range Facility Master Plan by the Board of Trustees, or until one of the following occurs: (i) the Project(s) is terminated or suspended by the District prior to completion; (ii) the District terminates this Agreement pursuant to paragraph 3.5.2 herein; or (iii) This agreement will terminate after five (5) years if none of the above conditions are met.

3.2 Responsibilities of Consultant.

3.2.1 Control of Consultants and Employees. The District retains Consultant on an independent contractor basis and Consultant is not an employee of the District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall, at all times, be under Consultant's exclusive direction and control.

3.2.2 Sub-consultant. Consultant has retained the following sub-consultants to assist with performance of Services:

None

3.2.3 Payment of Employees. Consultant shall pay all wages, salaries, and other amounts due to Consultant's employees in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage as applicable and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.2.3.1 Labor Compliance Program. The Consultant shall be responsible for paying prevailing wages. The Consultant shall abide by the State's LCP.

3.2.4 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the District and all applicable federal, state and local governmental agencies having oversight over the Project, and shall be the property of the District.
3.2.5 Records and Reports. Consultant shall provide copies of any and all required records and reports to the District.

3.2.6 Maintenance of Records and Reports. Consultant shall maintain complete and accurate records with respect to any and all required reports and records related to the Project. These records shall be maintained by Consultant and made available at all reasonable times during any period which services are provided for the Project and for four (4) years from the date of completion of the Services.

3.2.7 Coordination of Services. Consultant agrees to work closely with the District's Architect, Construction Manager, DSA Inspector, District staff, and other applicable District consultant(s) or agent(s) in the performance of Services and shall be available to the District's Architect, Construction Manager, District staff, and other District consultant(s) and agent(s) at all reasonable times.

3.2.8 Licenses and Certificates. Evidence of necessary licenses and certificates shall be provided to District within ten (10) days of the date of execution of the Agreement by all parties.

3.2.9 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of any Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from any and all Projects by the Consultant and shall not be re-employed to perform any of the Services or to work on any and all Projects.

3.2.10 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including, but not limited to, California Code of Regulations Title 24, DSA and Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence the
Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.11.2 **Minimum Requirements and Limits.** Consultant shall, at Consultant’s expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall ensure the District is named as an additional insured for each policy. All policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of District or any other named insured shall not be called upon to contribute to any loss. Consultant shall also require all of its subcontractors or subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance;

(2) **Minimum Limits of Insurance.** Consultant shall maintain limits no less than: (1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of $1,000,000 per accident for bodily injury or disease;
(3) **Insurance Endorsements.** The General Liability and Automobile Liability Insurance policies shall be endorsed to state that: (A) the District, their directors, officials, officers, employees, agents and volunteers shall be covered as additional insured’s with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(4) **Workers’ Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(5) **Professional Liability Error and Omission Coverage.** At all times during the provision of Services under this Agreement, the Consultant shall maintain professional liability insurance in a form and with insurance companies acceptable to the District and in the amount of $1,000,000 per claim and aggregate.

(6) **All Coverage’s.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.11.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating no less than A-: X licensed to do business in California.
3.2.11.4 **Application of Insurance.** Insurance is procured and maintained by Consultant. Should Consultant experience increased premiums due to claims made, Consultant shall be fully liable for the incremental increase to the insurance premium.

3.2.11.5 **Verification of Coverage.** Consultant shall furnish both District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.12 **Safety.** Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 **Fees and Payments.**

3.3.1 **Compensation.**

3.3.1.1 Subject to paragraphs 3.3.1.2-3.3.1.4 below, Districts shall pay for the Services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit "C" attached hereto and hereby made a part of this Agreement.

3.3.1.2 In no event shall the total amount paid for Services rendered by Consultant pursuant to this Agreement exceed the lump sum amount of $399,166. Services beyond the stated Scope of Work and Basic Services shall be considered Additional Services and will not proceed without written authorization by the District.

3.3.1.3 Each month Consultant shall furnish District with an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail the Services completed in reasonable detail for
the preceding month as shown in the Scope of Work and in accordance with the schedule provided by the Consultant and approved by the District. The Consultant shall submit the invoice by the Fifth (5th) of each month. District shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 3.3.1.4 below. In the event any charges or expenses are disputed, District shall request that the Consultant correct and resubmit the portion of the invoice to the District. The District will pay any undisputed fee amounts to the Consultant.

3.3.1.4 Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best effort to cause Consultant to be paid within twenty-one (21) days of receipt of Consultant’s invoice. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

3.3.2 Additional Work. Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or District, and informal consultations with the other party indicate that a change is warranted, a change in scope of the work shall be processed by District in the following manner: a letter outlining the changes shall be forwarded to District by Consultant with a statement of estimated changes in fee or time schedule. A written amendment to this Agreement shall be prepared by District and executed by all parties before performance of such services or Districts will not be required to pay for the changes in the scope of work. Such written amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 Maintenance of Accounting Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Suspension of Work. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of one hundred twenty (120) consecutive days or more, and if, in addition, such suspension is not caused by
Consultant or the acts or omissions of Consultant, upon recession of such suspension, the Compensation will be subject to negotiated adjustment.

3.5.2 Termination of Agreement.

3.5.2.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.2.2 Effect of Termination. If this Agreement is terminated as provided in this Section, the District may require Consultant to provide any and all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.2.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

3.5.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

JACOBS PROJECT MANAGEMENT CO.
404 Camino Del Rio South, Suite 600
San Diego, CA 92108
Attn: Donald T. (Sam) Wilson, Jr., REFP, Division Vice President
Phone: (619) 255-3770
Fax: (619) 255-3797
THE DISTRICT:

SWEETWATER UNION HIGH SCHOOL DISTRICT
Planning and Construction
1130 Fifth Avenue
Chula Vista, California 91911-2896
Attn: Thomas Calhoun, Chief Facilities Executive
Phone: (619) 691-5553
Fax: (619) 420-0339

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.4 Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.5.5 Ownership of Materials and Confidentiality. All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. The District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District’s sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

MAPPS Program: The District will be furnished with all floor plans and room by room plans created under this agreement in AutoCAD. This agreement includes all fees for the MAPPS program which includes a perpetual license to Consultant’s Windows SQL supported MAPPS technology.

All such materials and data shall be provided to the District, or such other agency or entity as directed by the District or required by law, rule or regulation, immediately upon completion of the term of this Agreement, or upon the completion of any individual school site project, as directed by the District. Should the District wish to obtain possession of any such materials or data during the term of this Agreement or prior to the completion of any individual school site project, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

3.5.6 Attorney’s Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this
Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 Indemnification. Consultant agrees to protect, save, defend and hold harmless Districts, its Governing Board and each member thereof, its officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.9 Governing Law. The laws of the State of California shall govern this Agreement. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement. Any delays in or failure of performance by Consultant or District, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the District or Consultant, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Consultant or District respectively. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services.

3.5.11 The District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with the Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

3.5.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior
written consent of the District.

3.5.13 Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

3.5.14 Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

3.5.15 Interpretation. In interpreting this Agreement, it shall be deemed that the parties prepared it jointly with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

3.5.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.17 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. In addition, compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement. Consultants shall be required to certify their good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

3.5.18 Fingerprinting and Criminal Background Check. Consultant shall comply with the fingerprinting requests of Education Code section 45125.1 by completing the appropriate affidavit attached hereto as Exhibit "D."

3.5.19 Drug, Alcohol, and Tobacco-Free Facility. District facilities are drug, alcohol, and tobacco-free. Drug, alcohol, and tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property.

3.5.20 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, upon execution of each, shall constitute one agreement.
SWEETWATER UNION HIGH SCHOOL DISTRICT

By: Thomas Calhoun
Name: Thomas Calhoun
Title: Chief Facilities Executive

JACOBS PROJECT MANAGEMENT CO.

By: Douglas C. Hyde
Name: Douglas C. Hyde
Title: Vice President
Federal Tax I.D. No. 35-2321269
EXHIBIT "A"
SCOPE OF SERVICES

General: Total maximum value of this contract is $399,166.00.

All services will be ordered and paid based upon the maximum value of the contract. Monthly invoices and payment requests will list progress toward each agreed task.

Perform Professional Services consist of the following contract documents all of which are component parts of the of this agreement as if herein set out in full “RFQ #34-2369-LB Long Range Facility Master Plan, Attachment – A Scope of Work for Long Range Facility Master Plan” dated August 23, 2013, Addendum No. 1 dated September 13, 2013, Addendum No. 2 dated September 20, 2013, Addendum No. 3 dated September 25, 2013, and Addendum No. 4 dated 27, 2013, professional services for the completion on the Long Range Facility Master Plan.

Not to exceed fee: $399,166.00, the maximum lump sum fee will not be exceeded without prior written authorization. Task duration from December 2, 2013, October 1, 2014 or until final adoption of the Long Range Facility Master Plan by the Board of Trustees. Consultant to submit a schedule of value (SOV) to the District within five (5) days of Notice to Proceed (NTP).

1. Data Collection
The Consultant will first assist the District in assembling, configuring and organizing all relevant study data. This may or may not include previous studies, floor plans, CAD documentation as available, maintenance records, educational specifications, and school evaluation plans. District professional staff will lead teams of District technical staff with training and assistance from the Consultant. These staff person are familiar with the school sites and building systems.

2. Technology Requirements
The District anticipates use of the assessment and long-range facility master plan for the next ten years to manage all of the District’s facility assets. The proposed assessment database must be capable of supporting this objective and should establish a platform to manage all District assets and be compatible with maintenance operations.

The Consultant must:
2.1 Provide efficient and effective software, systems and procedures to enable the District to continue to update facilities data, and manage deferred maintenance deficiencies.
2.2 Provide assessment software that will sort, prioritize and support strategic project planning and development.
2.3 Provide the number of District staff allowed use the software at the same time
2.4 Consultant to install upon approval of the Long Range Facility Master Plan – MAPPS program on the District server.

Software Specifications
The software will be perpetually licensed to the District and meet the following criteria:

2.5 Servers should run on a Windows 2008 R2 operating system
2.6 Databases must be Microsoft SQL 2008
2.7 Web based reporting and SQL client server application.
2.8 Consultant’s application should run on Windows 7 or higher
2.9 Ability to cleanly export selected, queried, or table data fields to an Excel spreadsheet for formatting and inclusion in documentation and reports.
2.10 Allow for multiple users within the District concurrently
2.11 Provide a level of security that will provide adequate security for administrator, District, and user access at various levels throughout the application
2.12 Include online help files and documentation
2.13 Software to allow for the use of mobile devices laptop to access the database including the ability to collect, edit or retrieve data

Training and Technical Support Requirements
The Consultant will provide appropriate training and technical support, the District requires a structured training program(s) to be conducted at the District’s facilities for all required District employees.

Upon completion of the project, Consultant will install the software on SUHSD servers and provide structured staff training for up to 10 District users. If the District requires ongoing technical support, additional training, and customization or report writing support, Consultant offers an optional annual maintenance support plan not included in our proposal.

3. Community Stakeholder Engagement
Community stakeholder input and engagement is an important component to any successful facility program. Consultant will work with the District staff to develop a viable communication plan to engage all District stakeholders. Community meetings will be held in geographically-appropriate locations as follows:
- Four (4) community charrettes for the purpose of gathering information to inform the development of the facility master plan. Each community meeting will include a large group interactive process followed by small group facilitated discussions. An online survey will be provided to gather input from stakeholders unable to attend one of the charrette sessions.
- Four (4) community charrettes for the purpose of informing the public of the draft master plan and how community input was utilized.
- These sessions will be scheduled by the District and facilitated by the Consultant with assistance from the District.

Internal District input will be gathered through the use of meetings, focus groups, and individual interviews.

4. Program Review
Review the current and future new educational specifications, design specifications, and technical specifications, and community programs to determine facility needs for accommodating those needs within the Long Range Facility Master Plan.

5. Data Analysis
Collect, review, and analyze relevant District and community data. This may include but no limited to:
5.1 Student demographics - Impact of the District’s open enrollment policy
5.2 Community demographics (available through SANDAG website)
5.3 Capacity and utilization of all school facilities
5.4 Existing District capital improvement program and maintenance plans
5.5 Previous school/community survey results
5.6 Facilities Standards, Design Standard and Educational Specification
5.7 Review projects that have been approved and not completed, this includes deferred maintenance projects
5.8 Analyze educational facility goals for the next ten years
5.9 District programs, services, and student performances indicators
5.10 Analysis of special program needs (ie. Performing Arts and CTE)
5.11 Detailed Facilities Conditions Assessment (FCA) by site and by type
5.12 Preparation of cost estimates for identifying project deficiencies
6. Facilities Conditions Assessment

Provide the methodology and approach, the enabling technology, data review and analysis, the logistical planning, sequencing and scheduling, assessment training, deficiency cost estimating, and the final reporting to support District personnel to conduct a physical assessment of District’s facilities, educational and support site to include all buildings and building systems. Such systems will include but not necessarily be limited to building envelope, HVAC, electrical/lighting, plumbing, roofing, flooring, windows, security and safety systems, athletic fields, outside storage facilities, sidewalks, facility ingress & egress, parking lots, etc. District will maximize the institutional knowledge of its staff by providing professional and technical staff to work under the guidance and supervision of a Consultant’s assessment manager during data collection field visits.

Consultant is to use electronic graphic documentation of all facilities; the proposer shall prepare a detailed space inventory of all District spaces by room. Consultant shall translate the inventory of PDF floorplans into AutoCAD vector-based drawings with room-by-room space perimeter polylines, cataloged by functional use and linked to the M*A*P*P*ST™ assessment database. The space inventory shall provide AutoCAD site plans, floor plans, with double line walls, windows, and doors so that the space type, room number, and square footage can be accurately calculated, and dynamically queried for capacity and adequacy analysis.

This space inventory shall include the room number, the current space use, and the area. The analysis should also document site areas, roof areas, and major site elements. Space to be inventoried includes the total facility portfolio, subtotal by building area, subtotal by room, and subtotal by type of space. Suggested spaces are:

6.1 Academic Core Areas  
6.2 Physical Education  
6.3 Auditorium  
6.4 Media Center  
6.5 Student Dining and Food Services  
6.6 Administrative Spaces  
6.7 Teacher Support  
6.8 Student Support  
6.9 Custodial Services  
6.10 Mechanical, Electrical, Technical Spaces  
6.11 Circulation Spaces, including sidewalks and plazas  
6.12 Parking and Roadways

Provide a preliminary cost estimate for the agreed items listed in the space inventory and a suggested timeline for implementation of needed improvements.

7. Project Review Meetings/Training

The Consultant shall attend and co-chair meetings as directed by the District which may include:

7.1 Training of the District staff on facility condition assessments
7.2 Planning sessions for each site to review and confirm the critical facility needs, and to solicit important and present potential solutions
7.3 Progress meetings with the District staff on a regular basis through-out the entire planning process

8. Deliverables – Final Report

At conclusion of all assessments, the District will require that a final report be prepared and submitted to the District. Each campus should have a phased master plan for future development. The Consultant shall prepare a series of projects phasing scenarios that will include prioritized projects grouped into
various funding levels. These phases shall have the entire project costs associated and shall include hard and soft costs, as well as other District administrative expenditures that should be anticipated. The results of this final report must include but is not limited to the following:

8.1 The Physical Assessment of all District Facilities and Sites
8.2 The Educational Adequacy Evaluation
8.3 A cash flow analysis based on total program expenditures, including all related cost over the course of the intended program implementation term. The program will include new capital development, programmed maintenance and deferred maintenance initiatives
8.4 Formal multi-media presentation of results
8.5 Long Range Facility Master Plan for the next 10 years. (2015 to 2025)

A final Long Range Facility Master Plan (LRFMP) will include a summary of the assessment data and analysis, contained in the M.A.P.P.S database.
November 21, 2013

La Norris Blake  
Contracts Manager  
Purchasing and Business Support Services  
Sweetwater Union High School District  
1130 Fifth Avenue  
Chula Vista, CA 91911-2896

Subject: Long Range Facility Master Plan  
RFQ #34-2369-LB  
Professional Service Agreement - SF#782144

Dear Ms. Blake,

Please find enclosed one (1) fully executed original of the subject agreement as requested.

We look forward to providing continuous support to your project. If you have any questions, I may be reached at 949-224-7815.

Respectfully,

Craig Washington  
Contract Manager