



COLLEGE OF

MARIN

MARIN COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSALS #16-0909

FOR

**INDIAN VALLEY CAMPUS (IVC)
OUTDOOR AQUATIC FACILITY
DESIGN SERVICES**

September 9, 2016

PROPOSALS DUE:

By 3 p.m. - September 26, 2016

**Marin Community College District
Attn: David Ehrlenheim
Fiscal Services – Building #8
1800 Ignacio Blvd.
Novato, CA 94949**

www.marin.edu

A. INVITATION

The Marin Community College District (“District”) is seeking Requests for Proposals (RFP) from the following pre-qualified firms to provide Professional Design Services to the District for the Indian Valley Campus (IVC) Outdoor Aquatic Facility:

- AEDIS
- ELS
- Glass
- HED
- LPA
- QKA
- WLC

This document outlines the requirements, selection process and documentation necessary to submit proposals in response to this solicitation.

Responses must conform to the requirements of this Request for Proposal (RFP). The District reserves the right to waive any irregularity in any proposal or reject any proposal which does not comply with then requested criteria in this RFP.

All proposals shall be submitted to the District no later than **3:00 p.m. on September 26, 2016.**

B. DESCRIPTION

The District is seeking an Architecture/Engineering team to provide professional design services for the Indian Valley Campus (IVC) Outdoor Aquatic Facility. Please see Attachment A for complete project description.

The construction budget for this project is **9 Million Dollars (\$9,000,000) including soft costs.**

C. PROJECT SCHEDULE:

<i>Selection</i>	
RFP issued to prequalified firms	September 9, 2016
Requests for Information Due	September 20, 2016
Final Addendum issued (if needed)	September 22, 2016
RFP's Due by 3PM	September 26, 2016
Interviews of Firms	September 29, 2016
Notice of Intent to Award	September 30, 2016
Board of Trustees Approval of selected firm	October 18, 2016
Kickoff Meeting with District Staff - Programming	November 7, 2016
Design Phase Completion (estimated)	June 2017
DSA Approval (estimated)	December 2017
Bidding and Construction (estimated)	January, 2018
Occupancy	August 2019

D. SCOPE OF SERVICES:

The District is seeking an Architecture/Engineering team to provide professional design services for the Indian Valley Campus (IVC) Outdoor Aquatic Facility (Attachment A – Scope of Work). The architectural/engineering firm shall, without limitation to the District's right to require other services not listed herein, carry out the responsibilities delineated in the scope of services set forth below. Such services shall be performed, consistent with the highest standard care for professionals performing similar scopes of services.

E. MINIMUM REQUIREMENTS

1. Prospective Consultants must furnish all of the listed items in Section F. Respondents are solely responsible for ensuring the completeness and accuracy of all information. Any false statements, inaccuracies, omissions or failures to disclose are grounds for exclusion.
2. Acceptance of the terms and conditions defined in the attached Architectural Services Agreement. (Attachment B).

F. PROPOSAL CONTENT

All firms receiving this RFP have been pre-qualified based on Statements of Qualifications received for the associated RFQ for this project. The Selection Committee will already be familiar with the firms/teams and their project experience.

Proposals must contain sufficient detail to enable the District Selection Committee to further ascertain the merits of the firm and how they intend to meet the requirements of this project. Proposals shall clearly address all elements requested below, and **not exceed 20 pages singled sided on 8 ½ x 11” paper**. (Excluding Transmittal letter, cover pages, tabs/dividers, and District required forms.)

1. Transmittal Letter: The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 90-day period and that staff proposed are available to begin work on this contract. The person authorized by the firm/team to enter into a contract with Marin Community College District shall sign the cover letter and the letter should identify the individual to whom correspondence and other contacts should be directed during the consultant selection process.
2. Company Information: The proposal shall include a completed Consultant Declaration Form (Attachment C) including the legal name of the organization, names of principals, firm's longevity, and any other pertinent information to assist evaluators to understand the overall capability, stability, and resources of the organization.
3. Expertise: In a narrative format, the proposal should illustrate the firm's understanding of all aspects of this project and an indication of any strengths or unique expertise the firm would bring to the project.
4. Proposed Project Team: Names, qualifications, education and experience (biographies and/or resume) of the proposed project team and an indication of their proposed roles.
5. Project Management Plan: Discuss methods to be employed in managing this project and how these will ensure success of the project. Specifically address the firm's approach to working as an integrated project team.
6. References: Five references for which Consultant has performed same or similar services within the past five years. Include the organization name, address, the contact person's name and telephone number, the nature of the project, and a brief narrative describing the scope, complexity, and outcomes of the project.

7. Local Business Participation: Describe the respondent's plan for inclusion of local businesses and/or individuals in the services to be provided to the District. The District strives to support our local community, and as such would like to see how its Consultants plan to utilize entities in support of this intent.
8. Disclosure: A complete disclosure of any prior or ongoing incidents as to which it is alleged that proposer has failed to perform. Identify the parties and circumstances involved.
9. Proposed Cost: The proposer shall provide a total Not-to-Exceed cost. Cost should include and note all direct and indirect costs associated with this proposal. Any optional work or tasks that are not included in the cost proposal must be clearly identified as such.
10. District Forms: Executed Non-Collusion, Drug-Free Workplace and Tobacco-Free Workplace Forms. (Attachments D, E-1 & E-2)
11. Signatures: The signature(s) of the company officer(s) empowered to bind the firm, with the title of each (e.g., President, General Partner).

G. INTERVIEW

Interviews will be conducted at the Indian Valley Campus (IVC), 1800 Ignacio Blvd., Novato, CA on Thursday, September 29, 2016.

Please park in Parking Lot #2 (Attachment F – Campus Map & Parking Pass) and report to the Finance and College Operations Office in Building #8, fifteen (15) minutes prior to the time scheduled for your firm's interview. Campus personnel will escort your firm to adjacent Building #10 where the interview will be held. (See Attachment G for layout of Building #10)

Interview Schedule on September 29, 2016:

- 8 am – 8:45 am Glass
- 9 am – 9:45 am QKA
- 10 am – 10:45 am AEDIS
- 11 am – 11:45 am LPA

- 11:45am – 1pm Lunch

- 1 pm – 1:45 pm ELS
- 2 pm – 2:45 pm HED
- 3 pm – 3:45 pm WLC

The interview is scheduled for 45 minutes, broken down as follows:

- 20 minute General Presentation
- 20 minute Questions & Answers (Q&A) from Selection committee
- 5 minute wrap up from firm

The following persons are required to be present at the interview, not to exceed a **5** member interview team:

- Pool Specialist/Consultant
- Lead Architect designated for this project
- Mechanical Engineering Rep
- 2 Others as deemed appropriate

H. EVALUATION CRITERIA

RFP responses will be evaluated by a selection committee on a variety of criteria. The District will award a contract to the firm with *the most advantageous* proposal based on an evaluation of qualifications and price. This means the lowest cost proposal may not be selected. The District may, at its sole discretion, award to a firm based on their proposal and interview alone without further consideration; or, the District may interview other top firms. **INCOMPLETE PROPOSALS WILL NOT BE CONSIDERED.**

RFP responses will be evaluated by an appointed Selection Committee based on the following criteria:

- Consultant's approach to this project and management plan (20 pts)
- Experience and qualifications of the team assigned to the project (20 pts)
- Cost/Rates (20 pts)
- References (20 pts)
- Local business participation (5 pts)
- Consultant's overall capability, stability, resources (15 pts)

Maximum Total Score (100 points)

I. SELECTION PROCESS

The Selection Committee will make its recommendation to the Board of Trustees of the Marin Community College District at a regular meeting. It is anticipated that the selected firm will be recommended by the Selection Committee to the Board of Trustees for approval on October 18, 2016.

J. CONTRACT AWARD

The District reserves the right to contract with any entity responding to this RFP. The awarding of a contract is at the sole discretion of the District.

The selected firm will be expected to enter into a Standard Architectural Service Agreement (Attachment B) with the District within ten (10) calendar days from approval by the Board of Trustees. The District shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

K. REJECTION AND WAIVERS OF PROPOSALS

This Request for Proposal does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal in response to this Request.

The District reserves the right to accept or reject any or all proposals received; to negotiate with qualified proposer(s) or cancel the Request; and, to waive any minor irregularities and informalities in the proposal or proposal process.

The District reserves the right to evaluate proposals for a period of ninety (90) days before deciding which proposal, if any, to accept.

L. NON-COLLUSION

By submittal and signing the enclosed Non-Collusion Affidavit (Attachment D), the proposer is certifying that the proposal document is genuine and not a sham or collusive, and not made in the interest of any person not named and that the Consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

M. COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant shall comply with federal, state and local laws, regulations, and Industry standards. The proposer shall also comply with the following:

1. Drug Free Workplace Act requirements of California Government Code Sec. 8350 et seq. (Attachment E-1)
2. Tobacco-Free Environment Certification, pursuant to without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health and Safety Code section 104350 et seq. and District board Policies. (Attachment E-2)

N. QUESTIONS / CONTACT PERSON

The District will accept written questions via e-mail until **September 20, 2016**. Questions regarding the work must be submitted to:

David Ehrlenheim, Buyer
Fiscal Services, MCCD
E-mail: buyer@marin.edu.

The District will respond to each question by email directly to the firm submitting the question. If the question demonstrates that clarification or additional information is needed, an addendum will be issued to all proposers by e-mail. Consultant should acknowledge any and all e-mails sent by the District regarding this RFP by replying to the e-mail sender that the e-mail was received.

Proposers shall not contact any District employee or official regarding this proposal other than the individual listed above as the contact person. Contacting District staff or officials regarding this work may result in disqualification. No verbal comments made by District staff or officials are binding regarding this RFP except for that which is made in writing by the above mentioned contact person. This will assure that all proposers receive the same information in a timely manner.

O. DEADLINE FOR SUBMISSION OF STATEMENT OF QUALIFICATIONS

To be considered, proposals must be received at the address below **no later than 3:00 P.M. September 26, 2016**. Late proposals will not be considered. The District highly encourages early submittal of proposals.

Proposer shall submit one electronic version of the proposal on a CD or flash drive; one (1) printed *original* of the entire proposal including any supporting documentation in a sealed box or package addressed as follows:

Attention: David Ehrlenheim, Buyer
Marin Community College District
Fiscal Services – Building #8
1800 Ignacio Blvd.
Novato, CA 94949

The box or envelope must also be clearly marked on the outside with the words: **Proposals Enclosed: RFP #16-0909 Indian Valley Campus Outdoor Aquatic Facility,; Deadline: 3 p.m., September 26, 2016.**

Attachment A

Scope of Work & Project Description

The District is seeking an Architecture/Engineering team to provide professional design services for the Indian Valley Campus Outdoor Aquatic Facility in Novato, Ca.

The Project is further described as:

New outdoor aquatic facility sited at the area of existing tennis courts at the Indian Valley in Novato, CA. The project scope will consist of the demolition of existing tennis courts and associated items on the project site, including but not limited to retaining walls, fencing, auxiliary buildings and grading associated with site preparation for the new outdoor aquatic facility. Heritage trees are to be preserved and full ADA compliance shall be created in site work of the project area.

The project will consist of two (2) pools, one for diving activities and one Olympic-sized pool for competition swimming meets. A third warm-up lap pool may also be desired. The pools will require functional and viewing decks, areas for bleachers, locker rooms, office space, auxiliary spaces such as custodial closets and data distribution closets, and rooms for mechanical/ electrical/ maintenance equipment and chemical storage as well as appropriate vehicular access for chemical and equipment deliveries. Special attention shall be paid to the long-term maintainability of the facility in selection of materials and equipment as well as arrangement of space for ease in cleaning, gaining access to equipment and other maintenance functions.

The minimum sustainable design goal is USGBC, LEED – Silver Certification, though the District aspires to a higher rating and wishes to incorporate items such as convenient/well-placed recycling stations, photovoltaics, pool covers, LED lighting and co-generation equipment if feasible. The project should incorporate elements of the District's Zero Waste Initiative (Appendix F) to encourage Consultants' and Contractors' diversion of waste to landfills during design and construction as well as a design that promotes on-going waste diversion. The project shall be designed to connect to the District's existing energy management system and in accordance with District standards.

The project should utilize the existing geothermal system as is practical. The District will conduct an assessment early in the programming confirmation/schematic design phase to determine the feasibility of connecting to the existing geothermal field.

The project may include scope that is similar as adjusted and approved by the District. The project will be designed to accommodate a single construction contract.

The architectural/engineering firm shall, without limitation to the District's right to require other services not listed herein, carry out the responsibilities delineated in the scope of services set forth below. Such services shall be performed, consistent with the highest standard care for professionals performing similar scopes of services.

The Architectural/Engineering firm shall, as a minimum, undertake the following responsibilities, and any additional responsibilities reasonably necessary and customarily provided by Architectural/Engineering firm conducting business in the Southern California area, to ensure that all Coast Community College District project goals, standards, policies and procedures are adhered to over the course of the project.

The Architectural/Engineering Services are governed by the terms and conditions of the CCCD Architectural Agreement and include, but are not limited to, the following:

1. Prepare a building program document and utilize the document as the basis for design.
2. Review and validate existing conditions at the proposed site and utilize it in the preparation of the design documents.
3. Prepare the design documents in accordance with the Architectural Agreement.
4. The basic design phase services to be provided shall include:
 - a. Programming, Schematic Design, Design Development, Construction Documents, DSA approval, Bid Phase support, Construction Administration, Project Management and Documentation, post-occupancy building commissioning phase support and DSA closeout with certification.
 - b. Prepare design documents including cost estimates and basis of design at each phase.
 - c. Basic design phase services for this project to include the following disciplines: Civil, Structural, Architectural, Mechanical (HVAC, Plumbing, Electrical), Low Voltage, Data & Communication, Fire Protection, Electronic Hardware, Energy Management System, Landscaping and Pool expertise. The design of the facility and site shall meet all requirements of the applicable jurisdictions, codes and regulations and be consistent with campus design standards.
 - d. At conclusion of all design phases, required deliverables shall include but may not be limited to the following: drawings, specifications, basis of design report, and cost estimates. Submit progress updates of design documents for review as requested by the District Representative/Program Manager.
5. Initiate and participate in discussions with the relevant College building user groups, utility providers, the Board of Trustees and community groups regarding this project as required.
6. Prepare and coordinate design phase meetings with College building user groups, other College representatives, the District Facilities Team, the Project Manager and contractors. Attend project meetings as requested through bidding, award and construction, closeout and post-occupancy phases of the project, as required.

7. Prepare and distribute meeting minutes of all meetings held with the District, the college, the District Representative/Project Manager, or governmental agencies.
8. Submit design documents to District Representative/Project Manager and other government entities and/or utility providers for plan checks and approvals as required.
9. Assist MCCD Facilities Team in Bid Phase by preparing addenda, responding to Requests for Information (RFI's) and other documents as required.
10. Facilitate weekly construction meetings, prepare detailed work plans indicating required and recommended milestones, deliverables and submittals, review timeframes, and critical actions or decisions required of the College, District Facilities Team or District Representative/Project Manager. Make modifications and updates to the work plan as requested by the District Representative/Project Manager.
- ~~11. Prepare BIM models at each design phase. Schematic (LOD 100), Design Development (LOD 200) and prior to DSA approval(LOD 300). These models will represent all design components of the Site, Building and all Systems. The software used must have interoperability with a seamless exchange of data at the software level among various applications. In addition to the original model files provided in Revit or equal, models will also be provided as a NavisWorks file for viewing. BIM models are to be dimensionally accurate with a project base point defined as (0,0,0) that is used to position the building on the site. Measurement accuracy must be 1/64". Not Required.~~

The Architect/Engineer shall work closely and in cooperation with MCCD team, including the District Representative/Project Manager, Maintenance & Operations department, and Administrative Office, and shall be readily accessible at all times for review and project coordination.

Attachment B



Marin Community College District

Marin Community College District
Measure B Bond

Professional Services Agreement

With

_____, a California _____

For the

Indian Valley Campus Outdoor Aquatic Facility (#16-0909)
And Related Design Services

_____, 2016

MARIN COMMUNITY COLLEGE DISTRICT

**Marin Community College District
Measure B Bond**

AGREEMENT BETWEEN THE MARIN COMMUNITY COLLEGE DISTRICT AND

_____, a California _____

This Agreement is made this ____ day of _____, 201__, in the County of Marin, State of California, by and between _____, a California

_____ hereinafter referred to as “**Architect**” and the Marin Community College District, a political subdivision of the State of California, hereinafter referred to as “**District**”.

AGREEMENT

1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

“Agreement” This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendix A (Services to be Provided by Architect), Appendix B (Payments to Architect), Appendix C (Milestone Schedule), Appendix D (Not Used - deliverables), and Appendix E (Insurance) attached hereto.

“As Built Drawings” A final set of drawings prepared by the Architect that incorporates all changes from all record drawings, sketches, details, and clarifications.

“Architect” _____

“Bid Set” The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use for bidding on the construction of the Project.

“Conforming Set” The plans, drawings, and specifications, at the end of the Bidding Phase that incorporates all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.

“District” Marin Community College District.

“District Representative” Person authorized by the District to manage the project for the District. May be a District employee or consultant.

“DSA”	The Division of the State Architect in the California Department of General Services.
“Inspector of Record” “Project Inspector”	The construction inspector appointed by the District as required by the Education Code who is on the approved list from the Division of the State Architect and is satisfactory to Architect
“Program”	Marin Community College District Campus-wide Measure B Bond.
“Project[s]”	The project[s] described in <u>Appendix A</u> , “Services to be Provided by Architect”, Scope of Services.
“Record Drawings”	Any document prepared and submitted by District contractor(s) that record changes made during the construction of the Project on a Conforming Set, including changes necessitated by change orders.
“Services”	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, coordination and administrative services.
“Subconsultants”	Architect’s consultants and subconsultants of any tier.
“Visually Verify”	Verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

2. Term of Agreement

All work comprising the Services shall be deemed performed under this Agreement. This Agreement shall conclude upon the completion of the Project[s].

3. Services Architect Agrees to Perform

- 3.1 Architect shall perform all Services described in Appendix A, “Services to be provided by Architect,” attached hereto and incorporated by reference as though fully set forth herein.
- 3.2 Architect shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix C. Architect agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time reasonably required for District’s review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Program, Project[s] and Services. Architect shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an excusable event causes delay (excusable delay), and unless Architect gives written notice of the excusable event and requests a time extension within seven calendar days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by District or District’s agents or consultants when acting at District’s direction, breaches of this Agreement by District, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project[s], or any other circumstances beyond Architect’s reasonable control. If the period of excusable delay caused by an excusable event concurs with an Architect caused or other non-excusable delay, District may (but shall not be required to) grant a time extension without compensation.
- 3.3 Architect may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Architect

as a direct result of the delay and not otherwise within Architect's scope of Services, and (iii) are documented to the District's satisfaction.

- 3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Architect shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.
- 3.5 The Architect shall record meeting notes for all meetings Architect attended during the Design and Bidding Phase of a Project. Within two (2) Workdays after the meeting or 24 hours prior to the next meeting, whichever time is the shortest, Architect will distribute minutes to District and to those affected by decisions made at the meeting by e-mail. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes meeting the approval of the District's Representative will constitute final memorialization of results of meetings.
- 3.6 A master list of all specified submittals required for the project shall be submitted, as drafts, both electronically, in MS Word, and in writing as part of the 90/95% CD submittal and again in final form with the other final bid documents.
- 3.7 Web based project management. District projects valued at \$500,000, or more, or having a scheduled duration of 6 months or longer will utilize the District's specified web based project management software (to be determined upon selection of Program Management/Construction Management Firm(s).) When project management software is activated the architect will be required to perform project management activities including but not limited to the review of and response to submittals, RFIs, etc., review, creation and distribution of meeting minutes and other similar tasks, via the District's specified web based project management software. Costs associated with software licenses and any training required for the architect or their staff to perform these activities is an additional service and shall be added to the contract when project management software is selected.

4. Compensation

- 4.1 District shall pay Architect compensation according to the Compensation Schedule established in Appendix B, "Payments to Architect" which states a lump sum fee including expenses. District shall pay Architect in monthly payments on or before the last day of each month for Services in an amount which the District, in its sole discretion, concludes is the value of the Services which have been properly performed as of the last day of the immediately preceding month and is due under Appendix B.
- 4.2 District shall not incur any charges under this Agreement, nor shall any payments become due to Architect for any payment period on the Project[s], until District receives all deliverables required under Appendix A, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Architect has partially completed one or more deliverables due during a payment period, and if Architect demonstrates diligent progress thereon, then District may consider a partial progress payment based upon Architect's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon District.
- 4.3 District will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). District will make payment for questioned amount(s) upon District's receipt of any requested documentation verifying the claimed amount(s) and District's determination that the amount is due under the terms of this Agreement. District shall advise Architect, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of District including, without limitation, Architect's submittal and District's acceptance of all deliverables to District required by Appendix A.

4.4 Invoices furnished by Architect under this Agreement must be in a form acceptable to District. All amounts paid by District to Architect shall be subject to audit by District. Architect shall maintain books and support documentation and submit to audit as and when required. Payment shall be made by District to Architect at the address stated in Section 6.1.

4.5 District may set off against payments due Architect under this Agreement any sums that District determines that Architect owes to District because of Architect's errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages. Prior to exercising such right, District must demand and attend mediation pursuant to Section 25.3 of this Agreement, to be attended by District, Architect, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the District's demand, then the Marin County Superior Court may upon application by any party make such selection for the parties. If a party other than District refuses to mediate under this Section, then District shall have satisfied its obligations under this Section.

5. Maximum Costs

5.1 District's obligation hereunder shall not at any time exceed the amount approved by the Board of Trustees and approved by the District's Vice President or designee for payment to the Architect pursuant to the terms of this Agreement.

5.2 Except as may be provided by applicable law governing emergency conditions, District has not authorized its Trustees, employees, officers and agents to request Architect to perform Services or to provide materials, equipment and supplies that would result in Architect performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the District amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

5.3 District shall not reimburse Architect for Services, materials, equipment or supplies provided by Architect beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

6.1 For purposes of this Agreement, except for notices specified under Section 17 below, District shall direct all communications to Architect through _____, TITLE, at:

Company Name
Address
City, State, Zip
email

And Architect shall direct all communications to District through **DISTRICT REPRESENTATIVE,** TITLE, COMPANY/Marin Community College District, at the mailing address:

Company Name
Address
City, State, Zip
email

Or the physical address:
835 College Ave.
Kentfield, CA 94904

- 6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Architect. Architect shall conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by Architect.
- 6.3 Architect agrees that all professional personnel assigned to the Project[s] will be listed in its proposal, Exhibit 1 to Appendix A, attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project[s] and Program during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Architect. Architect agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of District. Any costs associated with reassignment of personnel shall be borne exclusively by Architect. Resumes for all listed professional personnel are attached to Exhibit 2 of Appendix A, and by this reference incorporated herein.

7. Representations

- 7.1 Architect represents that it has reviewed Appendix A, "Services to be Provided by Architect", and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee including expenses within the maximum amount set forth in the Compensation Schedule established in Appendix B, Payments to Architect, and within the times specified in the Milestone Schedule, Appendix C.
- 7.2 Architect represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Architect also represents that it has extensive knowledge of all applicable building codes, laws, regulations and ordinances.
- 7.3 Architect represents that it and its Subconsultants are similarly experienced in the architectural and engineering services intended for the Project[s]. Architect agrees that the Services shall be performed in a manner that conforms to the standards of architectural and engineering practice observed by a specialist in performing services similar to the Services. Architect's Statement of Qualification, dated _____, and is incorporated herein by reference.
- 7.4 The granting of any progress payment by District, or the receipt thereof by Architect, or any inspection, review, approval or oral statement by any representative of District or any other governmental entity, shall in no way waive or limit the obligations in this Section 7 or lessen the liability of Architect for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

- 8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Architect shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless District and its Trustees, officers, departments, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Architect or its Subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent arising from (1) the negligent performance of Services under this Agreement, or any part thereof, or (2) any negligent act or omission of Architect, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

- 8.2 Architect shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.
- 8.3 District shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Architect for damages resulting from the negligence of the general contractor and its subcontractors. District shall also include a provision in the construction contract with the general contractor on the [each] Project requiring the general contractor to name Architect as an additional insured on its Comprehensive General Liability insurance coverage.
- 8.4 Architect shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of District and other Indemnitees in the exact form and substance of those contained in this Agreement.
- 8.5 District acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the [any] Project site is outside of Architect's expertise and is not included in the scope of Services Architect is to perform nor included in Architect's insurance. District shall hire an expert consultant in this field if the [any] Project involves such materials. Architect shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Architect shall be responsible to coordinate with District's expert consultant as required by Appendix A, "Services to Be Provided by Architect".

9. Liability of District

- 9.1 Except as provided in Appendix A, "Services to be Provided by Architect" and Appendix E, "Insurance", District's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, including without limitation lost profits or revenue, arising out of or in connection with this Agreement, the Services, the Program or any Project.
- 9.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by any of its employees, even though such equipment be furnished, rented or loaned to Architect by District. The acceptance or use of such equipment by Architect or any of its employees shall be construed to mean that Architect accepts full responsibility for and shall exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Architect, its employees, District employees or third parties, or to property belonging to any of the above.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes and Other Expenses

- 10.1 Architect shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Architect performs the Services required of Architect by the terms of this Agreement. Architect shall be liable for the acts and omissions of its Subconsultants, its employees and its agents.

- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between District and Architect. Architect acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be District employees, and shall not be entitled to receive any benefits conferred on District employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Architect shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 Architect shall be available as much as reasonably possible to District staff during the District's normal working hours or as otherwise requested by District. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Architect's Services only and not as to the means by which such a result is obtained.
- 10.5 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

11. Insurance

- 11.1 Prior to execution of this Contract, Architect shall furnish to District Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix E, "Insurance," which is attached and made a part of this Contract. Architect shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in Appendix E. In the event Architect fails to maintain any required insurance, District may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Architect under this Contract (or Architect shall promptly reimburse District for such expense).

12. Suspension of Services

- 12.1 District may, without cause, order Architect to suspend, delay or interrupt ("**suspend**" or "**suspension**") Services pursuant to this Agreement, in whole or in part, for such periods of time as District may determine in its sole discretion. District shall deliver to Architect written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Architect shall be compensated for such delay to the extent provided under this Agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Architect is responsible.
- 12.3 Architect may stop work in the performance of Services under the Agreement if there is a material breach by the District and the District refuses to participate in the dispute resolution process as defined in Section 25.

13. Termination of Agreement for Cause

- 13.1 If at any time District believes Architect may not be adequately performing its obligations under this Agreement, that Architect may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Architect's performance, District may request from Architect prompt written assurances of performance and a written plan to correct the observed deficiencies in Architect's performance. Such plan shall include, as applicable, evidence of necessary resources, correction plans, subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a

realistic and achievable plan to cure the breach. Architect shall provide such written assurances and written plan within ten calendar days of receipt of written request. Architect acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

13.2 Architect shall be in default of this Agreement and District may, in addition to any other legal or equitable remedies available to District, terminate Architect's right to proceed under the Agreement, in whole or in part, for cause:

13.2.1 Should Architect make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Architect in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Architect or of all or any substantial part of the properties of Architect, or if Architect, its directors or shareholders, take action to dissolve or liquidate Architect; or

13.2.2 Should Architect commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from District to Architect demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Architect to avail itself of this time period in excess of ten (10) calendar days, Architect must provide District within the 10 day period a written plan acceptable to District to cure said breach, and then diligently commence and continue such cure according to the written plan. Such plan shall include, as applicable, evidence of necessary resources, correction plans, subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the breach.); or

13.2.3 Should Architect violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project[s] or Services and does not cure such violation within ten (10) days of the date of the notice from District to Architect demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Architect to avail itself of this time period in excess of ten (10) calendar days, Architect must provide District within the 10 day period a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan. Such plan shall include, as applicable, evidence of necessary resources, correction plans, subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the breach.)

13.3 In the event of termination by District as provided herein for cause:

13.3.1 District shall compensate Architect for the value of the Services delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and backcharges, but District shall not compensate Architect for its costs in terminating the Services or any cancellation charges owed to third parties;

13.3.2 Architect shall deliver to District possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project or the Program,

and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

13.3.3 Architect shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Section shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of this Agreement, but rather, Architect shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with the Agreement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Architect shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Architect.

14. Termination of Agreement for Convenience

14.1 District may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever District shall determine that termination is in the District's best interests. Termination shall be effected by District delivering to Architect, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by District, Architect shall:

14.2.1 Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;

14.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;

14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;

14.2.4 Assign to District in the manner, at times, and to the extent directed by District, all right, title, and interest of Architect under orders and subcontracts so terminated. District shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

14.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to the extent District may require. District's approval or ratification shall be final for purposes of this clause;

14.2.6 Transfer title and possession to District, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by District, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to District; District acknowledges that said documents were prepared for the purpose of the Project[s].

- 14.2.7 Use its best efforts to assist District in selling, in the manner, at times, to the extent, and at a price or prices that District directs or authorizes, any property of the types referred to in Section 14.2.6, but Architect shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by District. All proceeds from the foregoing shall be applied to reduce payments to be made by District to Architect under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as District may direct;
- 14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and
- 14.2.9 Take such action as may be necessary, or as District may direct, for the protection and preservation of property related to this Agreement which is in Architect's possession and in which District has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Architect shall submit to District a termination claim, in the form and with the certification District prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by District upon Architect's written request made within such 3-month period or authorized extension. However, if District determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Architect fails to submit the termination claim within the time allowed, District may determine, on basis of information available to it, the amount, if any, due to Architect because of the termination. District shall then pay to Architect the amount so determined.
- 14.4 Subject to provisions of Section 14.3, Architect and District may agree upon the whole or part of the amount or amounts to be paid to Architect because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Architect shall be paid the agreed amount.
- 14.5 If Architect and District fail, under Section 14.4, to agree on the whole amount to be paid to Architect because of termination of Services under this Section, then Architect's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –
- 14.5.1 Reasonable value of Architect's Services performed prior to Notice of Termination, based on Architect's entitlement to compensation under Appendix B, "Payments to Architect". Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Architect, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Architect's total costs of performing the Services.
- 14.5.1.1 When, in opinion of District, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Architect's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.

- 14.5.2 Reasonable cost to Architect of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.
- 14.6 Except as provided in this Agreement, in no event shall District be liable for costs incurred by Architect (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgement interest, or any other expense which is not reasonable or authorized under Section 14.5.
- 14.7 This section shall not prohibit Architect from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by District to settle claims from Subconsultants.
- 14.8 In arriving at amount due Architect under this Section there shall be deducted:
- 14.8.1 All unliquidated advance or other payments on account theretofore made to Architect, applicable to the terminated portion of Agreement,
- 14.8.2 Any substantiated claim which District may have against Architect in connection with this Agreement, and
- 14.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Architect or sold under the provisions of this Section, and not otherwise recovered by or credited to District.
- 14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Architect may file with District a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. District may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of District and Architect to agree upon amount or amounts to be paid to Architect for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit District's rights and remedies at law.

15. Conflicts of Interest/Other Agreements

- 15.1 Architect represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.
- 15.2 Architect represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Architect believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Architect shall comply with all conflict of interest codes adopted by the Marin Community College District and their reporting requirements.
- 15.3 Architect covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Architect represents to and agrees with the District that Architect has no present, and will have no future, conflict of interest between providing the District the Services hereunder and any interest Architect may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has

any interest adverse or potentially adverse to the District, as determined in the reasonable judgment of the District. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the District hereunder.

16. Proprietary or Confidential Information of District; Publicity

- 16.1 Architect acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Architect may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Architect agrees that any private or confidential information identified as such and disclosed by District to or discovered by Architect shall be held in strict confidence and used only in performance of the Agreement. Architect shall exercise the same standard of care to protect such information as a reasonably prudent Architect would use to protect its own proprietary data, and shall not accept employment adverse to the District's interests where such confidential information could be used adversely to the District's interests. Architect shall notify the District immediately in writing if it is requested to disclose any information made known to or discovered by Architect during the performance of or in connection with this Agreement.
- 16.2 Any publicity or press releases with respect to a Project, the Program or Services shall be under the District's sole discretion and control. Architect shall not discuss the Services, a Project or the Program, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District's prior written consent. Architect shall have the right, however, without District's further consent, to include representations of Services among Architect's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 16.3 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the District hereunder.

17. Notices to the Parties

- 17.1 All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing.
- 17.2 Notice shall be sufficiently given for all purposes as follows:
- 17.2.1 When personally delivered to the recipient, notice is effective on delivery.
- 17.2.2 When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- 17.2.3 When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- 17.2.4 When delivered by overnight delivery service, including Federal Express, Airborne, and United Parcel Service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- 17.2.5 When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as the original notice is promptly given by first-class or certified mail or by overnight delivery. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a nonbusiness day.
- 17.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

17.4 Addresses for the purpose of giving notice are set forth in Section 6.1. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this paragraph 17.

17.5 Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

18. Ownership of Results/Work for Hire

Consistent with Education Code Section 17316, any interest (including copyright interests) of Architect or its contractors or subconsultants (together, "**Subconsultants**"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Architect or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Architect or its Subconsultants under this Agreement are not works for hire under U.S. law, Architect hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Architect shall, however, retain the copyright in its standard details, and grants District an unlimited license to use such details for the purposes stated herein. Should the District desire to reuse the Documents specified above and not use the services of the Architect, then the District agrees to require the new architect to assume any and all obligations for the reuse of the documents and process the same through the Division of the State Architect as the project Architect, and the District releases Architect and its Subconsultants from liability associated with the reuse of the documents.

19. Audit and Inspection Records

19.1 Architect shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Architect during the course of performing the Services and providing services with respect to any Project or the Program, for a period of at least five years following final completion and acceptance of the last Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Architect's personnel costs, Architect costs, and reimbursable expenses pertaining to both Basic Services, or Additional Services shall be kept on a generally recognized accounting basis, and shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Architect shall not destroy any Project or Program records until after advising District and allowing District to accept and store the records.

19.2 Architect shall maintain full and adequate records in accordance with District requirements to show actual costs incurred by Architect in its performance of this Agreement, and to make available to District during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to District or relative to Architect's activities under this Agreement. Architect will furnish to District, its authorized agents, officers and employees such other evidence or information as District may request with regard to any such expenditure or disbursement charged by Architect. Architect will permit District, and District's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement

19.3 Architect shall maintain all items described in Sections 19.1 and 19.2 above in an accessible location and condition for a period of not less than five years after final completion and acceptance of the [last] Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Architect within a radius of fifty (50) miles from District's offices at Kentfield, CA, Architect shall, upon District's request and at Architect's sole cost and expense, make such items available to District, and District's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Architect shall pay District its reasonable and necessary costs incurred in inspecting Architect's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California and any other governmental agency having an interest in the subject of this Agreement shall have the same rights conferred upon District by this Section.

19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

20. Subcontracting/Assignment/District Employees

20.1 Architect and District agree that Architect's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Architect under this Agreement are personal in character. Therefore, Architect shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by District in a written instrument executed and approved by the District in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

20.2 Architect shall use the Subconsultants identified in this Agreement and shall not substitute Subconsultants unless approved by written instrument executed and approved by the District in writing.

20.3 To the extent Architect is permitted by District in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder, Architect shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section California Civil Code §3321. Architect shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services, the Project[s] or the Program, as if it engaged it the acts and omissions directly.

20.4 Architect shall not employ or engage, or attempt to employ or engage, any person who is or was employed by District or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of District.

21. Non-Discrimination, Equal Employment Opportunity and Business Practices

Architect shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Architect shall comply with all federal, state and local laws (including, without limitation, District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

22. Drug-Free Workplace Policy

Architect acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on District premises. Architect agrees that any violation of this prohibition by Architect, its employees, agents or assigns shall be deemed a material breach of this Agreement.

23. Tobacco-Free Workplace Policy

Architect acknowledges that pursuant to, without limitation, 20 U.S. Code section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school building, school grounds, school owned vehicles and vehicles owned by others while on District property. Architect agrees that any violation of this prohibition by Architect, its employees, agents or assigns shall be deemed a material breach of this Agreement.

24. Compliance with Americans with Disabilities Act

Architect acknowledges that, pursuant to the Americans with Disabilities Act (“**ADA**”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Architect shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Architect agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Architect, its employees, agents or assigns shall constitute a material breach of this Agreement.

25. Disputes

- 25.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the **District Representative** and a principal of the Architect who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party or a meeting between the **District Representative** and principal of the Architect shall then take place within five days of the request.
- 25.2 Provided that District continues to compensate Architect in accordance with this Agreement, Architect shall continue its Services throughout the course of any and all disputes. Architect agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Architect also agrees that should Architect discontinue Services due to a dispute or disputes, District may terminate this Agreement for cause as provided herein.
- 25.3 In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association (“**AAA**”), in San Francisco, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Marin County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery limited to document exchange prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2016.010 et. seq. as they relate to document exchanges and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

26. Agreement Made in California; Venue

26.1 This Agreement shall be deemed to have been executed in the County of Marin, CA. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the County of Marin, CA.

26.2 The parties shall execute one original and one copy of this Agreement, both of which shall be deemed originals thereof.

27. Compliance with Laws

- 27.1 Architect represents that it will endeavor to comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Architect shall comply with all security requirements imposed by authorities with jurisdiction over any Project or the Program, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.
- 27.2 Architect further represents that all plans, drawings, specifications, designs and any other product of the Services will endeavor to comply with all currently applicable laws at point of submittal to DSA, codes and regulations, current at the time of submittal to DSA consistent with the standard of care in this Agreement.

28. Construction

All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.

29. Miscellaneous

- 29.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by District of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.
- 29.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.
- 29.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 29.4 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

30. Entire Agreement; Modifications

- 30.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 30.2 Architect, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Architect shall require it's Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Architect's price proposals.
- 30.3 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Architect's representations and agreements pursuant to this Agreement.
- 30.4 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both District and Architect expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 30.5 Whenever the words "**as directed**", "**as required**", "**as permitted**", or words of like effect are used, it shall be understood as the direction, requirement, or permission of District. The words "**approval**", "**acceptable**", "**satisfactory**", or words of like import, shall mean approved by, or acceptable to, or satisfactory to District, unless otherwise indicated by the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"District"

MARIN COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California

By: _____
Greg Nelson
Vice President of Fiscal Services & College Operations

"Architect"

_____, a California _____

By: _____
Firm
Name
Title
License # (C-_____)

END OF DOCUMENT

APPENDIX A

SERVICES TO BE PROVIDED BY ARCHITECT

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APPENDIX B

PAYMENTS TO ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated _____, between the Marin Community College District (the “**District**”), and _____, **a California Corporation**. (“**Architect**”) providing professional services for Marin Community College District Measure B Bond Program, described in Appendix A.

1. Maximum Payment

Excluding Additional Services only, the Maximum Payment to Architect for Work performed under this Agreement shall not exceed progress on the Projects described in Appendix A “Services to be Performed by Architect”, their stated budgets, and the percentage allowances under Paragraph 2.2 below.

The parties shall pay Architect based on progress on each phase of the project. Total Compensation for these Projects under this agreement shall not exceed \$ _____.

1.1 For purposes of this Appendix B, all work performed by Architect prior to this Agreement shall be deemed performed under this Agreement and considered in calculating Architect’s fees due under this Agreement. The Maximum Payment to Architect described above shall apply in all circumstances except Additional Services.

1.2 [Not Used.]

1.3 In the event the District changes the scope of a Project referenced in Appendix A Paragraph 1.1, either increasing its size or decreasing its size, then the parties shall calculate fee based upon the revised construction value. If the District changes the scope of the Project after Architect has commenced work on a Project, then the parties shall agree upon an equitable adjustment limited by the original fee for that Project, Architect’s incurred costs and progress under Paragraph 2.2 below, and the revised scope of work and revised fee remaining.

1.4 For Projects where the work anticipated involves new construction and renovation construction, let under a single construction contract, thus implicating two fee schedules, the fee applicable to new construction shall apply to the new construction. For the renovation construction, the fee applicable to renovation construction shall apply as if a separate Project.

1.5 All expenses necessary to provide the Basic Services Architect are included in the lump sum fee, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, Bid Sets, and similar Project-related items.

2. Methods of Payment for Services and Expenses of Architect

2.1 For Basic Services on the Project: The District shall pay Architect for basic services rendered under Appendix A a sum not exceeding the amount allocated to the Project in Paragraph 1 above, and, for the phases listed in Paragraph 2.2 below, a sum not exceeding the amount so allocated to that phase and for each project listed thereunder. Within each contract phase listed in Paragraph 2.2 below, Architect shall be paid according to its percentage completion of each phase at each project.

2.2 Maximum Compensation to Architect by Phase.

PROJECT: _____, Project # _____

PHASE of PROJECT		Percent of Project		Total Amount
Programming Phase		4.5%		\$
Schematic Design Phase		12%		\$
Design Development Phase		18%		\$
Construction Documents				
Submittal to DSA		32%		\$
Approval by DSA		5%		\$
Bidding Phase		3.5%		\$
Construction Phase		22%		\$
Operation / Project Closeout		3%		\$
Total Basic Services		100 %		\$

2.3 For Additional Services: The District shall pay Architect for “Additional Services” rendered under Appendix A as follows:

2.3.1 General: For Additional Services of Architect’s principals and professional and technical staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at District’s option, at Architect’s Standard Billing Rates as stated below:

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Additional Services and shall not be changed except as stated herein for the term of the Agreement.

***See attached schedule of Hourly Rates YEAR, FIRM.**

Job Title
Principal in Charge: *
Project Director: *
Project Architect(s): *
Project Architect(s): *
Other *
Other *
Other *
Other *

The mark-up on any approved item of Additional Services shall not exceed ten percent (10%).

2.3.2 Subconsultants: For Additional Services of Subconsultants employed by Architect to render Additional Services the amount billed to Architect therefore times a factor of 1.10.

2.3.3 Hourly Basis: For Additional Services on an hourly basis, Architect agrees that all Subconsultants billing will be limited to a not-to-exceed amount upon prior written approval of the District.

2.3.4 Reimbursable Expenses: Except as set forth in Paragraph 2.3.5, the District shall pay Architect the actual cost of all Reimbursable Expenses incurred only in connection with Additional Services and such expenses shall be part of the lump sum fee.

2.3.5 Other Expenses: District shall reimburse 100 % fees paid to government agencies on behalf of the District.

3. Times of Payments

- 3.1 Architect shall be paid according to actual percentage of completion of designated phases of the Basic Services and additional services as specified in Paragraph 2.2.
- 3.2 Architect shall submit monthly statements for Basic and Additional Services rendered and for fee paid to government agencies on behalf of the District. The statements will be based on Architect's estimate of the proportion of completion of each phase of service set forth above, utilizing the design schedule organized by task. The District shall promptly review Architect's monthly statement, and provided it is acceptable, shall promptly make payment thereon.

4. Submission of Invoices

- 4.1 All invoices to be submitted on the form provided by the District with all elements completed. The requisition number, purchase order number, District project number, Architect's invoice number, and project name must appear on all invoices and correspondence. Send invoices, in duplicate, immediately upon performance to:

Marin Community College District
Measure B Accountant
1800 Ignacio Blvd.
Novato, CA 94949
Email: _____

5. Definitions

- 5.1 The **"Billing Rates"** for purposes of this Appendix B apply to all Architects' professional personnel (Architect's and drafters) engaged directly on the Project. Architect shall not bill for or receive compensation for other business or administrative personnel or secretarial personnel. For purposes of this Agreement, the Billing Rates may increase annually on July 1 of each year of this Agreement based on the most recent U.S. Department of Labor, Consumer Price Index (CPI), Urban Wage Earners and Clerical Workers, 1982-1984 = 100, San Francisco Bay Area, to a maximum increase of four per cent (4%) in any given year.
- 5.2 **"Reimbursable Expenses"** mean actual expenses incurred by Architect or Architect's independent professional associates or consultants, directly or indirectly in connection with Additional Services, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, and similar Project-related items; and if authorized in advance by the District, overtime work requiring higher than regular rates.
 - 5.2.1 Reimbursable Expenses shall not include Local Travel.
 - 5.2.2 Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by Architect.
- 5.3 **"Local Travel"** means travel between Architect's offices and Marin County, and travel to any location within a fifty-mile radius of either Architect's office and Marin County.

END OF APPENDIX B

APPENDIX C

MILESTONE SCHEDULE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated _____, between the Marin Community College District (the “**District**”), and _____, a **California** _____ (“**Architect**”) providing for professional services.

The following table(s) include a list of activities to be performed by Architect, District and other parties with regard to Services under this Agreement, for which specific time deadlines for performance are set:

PROJECT: Indian Valley Campus Outdoor Aquatic Facility, Project No. _____

PROJECT ACTIVITY	PARTY	MILESTONE DATE
COMMENCEMENT	ARCH	
PROGRAMMING PHASE (limited to validation only)	ARCH	
SCHEMATIC DESIGN PHASE--end	ARCH	
Estimated Board Approval date:	COM	
DESIGN DEVELOPMENT PHASE--end	ARCH	
Estimated Board Approval date:	COM	
CONSTRUCTION DOCUMENT PHASE – 50% Construction Document submittal	ARCH	
CONSTRUCTION DOCUMENT PHASE--end	ARCH	
Estimated Board Approval date:	COM	
DSA Submittal (95% CD’s)	ARCH	
Estimated Board Approval to bid & pre authorization to award	ARCH	
Estimated DSA Stamp-out (100% CD’s)	ARCH	
BIDDING PHASE	ARCH & COM	
Estimated Board Bid Report & intent to award contract	COM	
Estimated Construction Contract Notice of Award	COM	
Estimated Construction Notice to Proceed	COM	
Estimated Board Approval to ratify contract	COM	
CONSTRUCTION PHASE	ARCH & COM	
Estimated substantial completion date:	COM	
OPERATION/PROJECT CLOSE-OUT PHASE—12 months	ARCH & COM	

END OF APPENDIX C

APPENDIX D

DELIVERABLES

Unless otherwise directed by the District, the Architect shall submit to the District Representative/Program Manager, at the conclusion of each phase of service, the following documents in the types and quantities indicated:

PHASE	DRAWINGS	SPECIFICATIONS, BASIS OF DESIGN, CALCULATIONS AND COST ESTIMATE AS APPLICABLE TO PHASE
Programming Phase	10 sets of documents. Electronic/pdf	
Schematic Design	1 set of full size prints; 3 sets of half-size prints; Electronic/PDF set.	4 sets of 8 ½" x 11" bound Outline Specifications; 3 sets of detailed cost estimate and design criteria. Electronic/PDF set
Design Development	1 set of full size prints; 3 sets of half-size prints; Electronic/PDF set.	4 sets of 8 ½" x 11" bound Outline Specifications; 3 sets of detailed cost estimate and design criteria. Electronic/PDF set
50% Construction Documents	1 set of full size prints; 3 sets of half-size prints; Electronic/PDF set.	4 sets of 8 ½" x 11" bound Outline Specifications; 3 sets of 50% level detailed cost estimate and preliminary engineering calculations. Electronic/PDF set
95% Construction Documents	1 set of full size prints; 3 sets of half-size prints; Electronic/PDF set.	4 sets of 8 ½" x 11" bound Outline Specifications; 3 sets of 95% level detailed cost estimate and preliminary engineering calculations. Electronic/PDF set
Upon DSA Approval	1 set of full-size prints bearing an original DSA stamp of approval; and 3 half-size prints with DSA's stamp of approval.	4 sets of Specifications and engineering calculations bearing an original DSA stamp of approval; 3 sets of the final detailed cost estimate updated to reflect DSA comments. Electronic/PDF set
Bidding support / solicitation of bids	All revisions, sketches, etc. incorporated into Addenda. Electronic/pdf or prints as applicable	All revisions, sketches, etc. incorporated into Addenda. Electronic/pdf
Construction Phase	1 full-size & 3 half-size conformed sets (incorporating all revisions identified during the bid period (clearly identified) labeled "FOR CONSTRUCTION".	4 conformed sets of Specifications (incorporating all revisions identified during the bid period (clearly identified) labeled "FOR CONSTRUCTION". Electronic/pdf

Record Documents	In conjunction with Contractor-Initial submittal for review; submit 3 sets of Record Drawings. Upon approval, submit 1 set of full size and 3 half-size prints of Record Drawings; Electronic/pdf set	In conjunction with Contractor - Initial submittal for review; submit 3 sets of Record Project Manual. Upon approval, submit 4 sets of Record Manual; Electronic/pdf set
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In addition to the above described submittals, the required quantities of documents shall be submitted for review and approval to the appropriate governing agencies, which may include but is not limited to the following:

Division of State Architect; Marin County Environmental Health Department (Pools); Office of the Public School Construction; State Chancellor's Office; Local Fire Department.

END OF APPENDIX D

APPENDIX E

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated _____ between the Marin Community College District (the “District”), and _____, a California _____ (“Architect”) providing for professional services.

1. Architect’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Architect shall furnish to District Certificates of Insurance and Endorsements showing satisfactory proof that Architect has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company “A” or better, financial category size **IX** or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Architect for which Architect may be legally liable, whether performed by Architect, or by those employed directly or indirectly by it, or by anyone for whose acts Architect may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2 million annual general aggregate per project and \$1 million each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than \$1 million combined single limit including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Architect’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Architect is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$1,000,000 each claim, or (b) limits of not less than \$1 million each claim and \$2 million aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement. Architect agrees to maintain these coverage limits for 5 years after completion of services if such coverage is commercially available at reasonable rates.

2. Insurance terms and conditions:

2.1 Additional Insureds:

2.1.1 Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.

On Architect's Commercial General Liability policy, the MARIN COMMUNITY COLLEGE DISTRICT, and its Trustees, officers, officials, representatives, employees, consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured.

The following language must be on the policy:

"The Marin Community College District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, death or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract."

- 2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 2.3 Certificates of Insurance and Endorsements shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof."
- 2.4 Original endorsements affecting general liability and automobile liability coverage shall be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.
- 2.5 Architect's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Architect shall be called upon to contribute to a loss covered by insurance for the named insured.
- 2.6 Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any of its employees may be held responsible for payment of damages resulting from their operations.
- 2.7 If Architect fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Architect under this Agreement.
- 2.8 Architect shall require all Subconsultants to maintain the same coverages as stated herein and provide Certificates of Insurance and Endorsements to Architect, which shall be available to District for inspection and copying.

3 Provide Proof of Insurance

3.1 Address Certificate Holder to:

Marin Community College District
835 College Avenue
Kentfield, CA 94904

3.2 Send Insurance Certificates and Endorsements to:

Original by mail to:

David Ehrlenheim, Buyer
Marin Community College District
1800 Ignacio Blvd.
Novato, CA 94949

END OF APPENDIX E

APPENDIX F

ZERO WASTE INITIATIVE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated _____ between the Marin Community College District (the “**District**”), and _____, a **California** _____ (“**Architect**”) providing for professional services.

Architect to support and incorporate feasible aspects of the District’s Zero Waste Initiative into assigned project.

District’s Zero-Waste Program Initiative

- 1) The District is rigorously implementing sustainability initiatives that reduce, reuse, and recycle District materials.
- 2) The relevance of this important initiative is for the District to employ environmentally responsible Zero-Waste recycling strategies for all discarded materials; and in this pursuit formulate relationships with vendors, contractors and refuse haulers to keep District recyclable commodities away from landfills.

a. Contractor Scope

- 1) This Article includes the requirements for the diversion by the Contractor of construction and demolition debris from landfills. The Contractor shall develop and implement a Waste Management Plan as specified herein. The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort.
- 2) The District has established that this Project shall generate the least amount of waste practicable and that processes shall be utilized that ensure the generation of as little waste as possible due to over-packaging, error, poor planning, breakage, mishandling, contamination or other factors.
- 3) As much of the waste materials as economically feasible shall be reused, salvaged or recycled. Waste disposal in landfills shall be minimized.
- 4) The Contractor is encouraged to use waste hauling companies that separate recyclable materials. The Contractor shall work with its waste haulers in providing other recycling methods as appropriate.
- 5) The Contractor is responsible for implementation of any special programs involving rebates or similar incentives related to the recycling of waste.

Revenues or other savings obtained for salvage or recycling accrue to the Contractor.

b. References

- 1) "Builders' Guide to Reuse and Recycling, A Directory for Construction and Demolition Materials."
- 2) "Construction Site Recycling, a Guide for Building Contractors." For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.
- 3) "Where to Recycle Construction and Demolition Debris." For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.

c. Definitions

- 1) General: Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work.
- 2) "Divert" means to use material for any lawful purpose other than disposal in a landfill or transfer facility for disposal.
- 3) "Recycling Service" means an off-site service that provides processing of material and diversion from a landfill.
- 4) "Hauler" means the entity that transports construction and demolition debris to either a landfill or a recycling service.

d. Compliance with regulatory requirements:

- 1) The Contractor shall perform all handling, storage, transportation and disposal of construction debris in compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.
- 2) Nothing stated on the drawings, in this Article 40 or in any other provision of the Contract Documents shall be construed as allowing work that is not in strict compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

e. Performance Requirement

- 1) The Contractor shall divert a minimum of fifty percent (50%) of the total Project construction and demolition waste from landfills.

f. Quality Control

1) General:

- i) The Contractor shall not permit materials designated for diversion to become contaminated or to contaminate the site or surrounding areas.

2) Training and Coordination:

- i) The Contractor shall designate an on-site party [or parties] who will be responsible for instructing workers and subcontractors, and overseeing and documenting results of the Waste Management Plan for the Project.
- ii) The Contractor shall furnish copies of the Waste Management Plan to all on-site supervisors, each subcontractor, and the District's representative.
- iii) The Contractor shall include construction waste management as an item on the agenda of all progress meetings.

3) The Waste Management Plan:

- i) The Contractor shall prepare a Waste Management Plan for diverting the specified percentage of construction debris from landfills, including written and graphic information indicating how the waste will be diverted.
- ii) Include in the plan both on-site recycling of construction and debris and off-site diversion from landfills.
- iii) Identify the means and methods for collecting and separating each type of debris deemed reusable or recyclable.
- iv) List the off-site recycling service and hauler of each designated debris item who has agreed to accept and divert that item from the landfill in the proposed quantities anticipated. List the service and hauler company name, address, telephone number and persons contacted.

- v) List the name of the individuals on the Contractor's staff responsible for waste prevention and management.
- vi) List the actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.
- vii) Describe the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site an equipment to be used for processing, sorting, and temporary storage of wastes.
- viii) Characterize the waste to be generated, including estimated types and quantities. Name the landfills and/or incinerator to be used.
- ix) List the specific waste materials that will be salvaged for resale, salvaged and reused on the Project, salvaged and stored for reuse on a future project, or recycled. Recycling facilities that will be used shall be identified by name, location and phone number.

The Contractor shall submit the Plan to the District within ten (10) calendar days after receipt of the Notice to Proceed, or prior to any waste removal, whichever occurs first. The Contractor shall promptly revise and resubmit the Plan as required by the District. Review of the Contractor's Waste Management Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting Project diversion requirements.

g. Plan Implementation:

- 1) The Contractor shall implement the approved Waste Management Plan.
- 2) The Contractor shall maintain a log of each load and of each category of waste that is diverted from the landfill. The Contractor shall separately log the debris sent to a Class III landfill and materials sent to a recycling facility.
- 3) The Contractor shall include in the log the type of load, load weight, name of the hauling service, recycling service or landfill, and the date accepted by the recycling service or by the landfill.
- 4) The Contractor shall retain and make available all weight tickets and copies of receipts and invoices relating to the implementation of the Plan.
- 5) The District reserves the right to audit the log at any time.

h. Material Handling

- 1) Designate a specific area or areas on site to facilitate the separation of materials for potential reuse, salvage, recycling, and return. Clearly mark bins for each category of waste.
- 2) Keep waste bins and pile areas neat and clean. Do not contaminate non-recyclable waste with materials designated for reuse or recycling.

i. Contractor's Responsibilities

- 1) Provide on-site instruction of the appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
- 2) Separate, store, protect, and handle at the site identified recyclable and salvageable waste products in a manner that maximizes recyclability and salvage-ability of identified materials. Provide the necessary containers, bins and storage areas to facilitate effective waste management. Provide barriers and enclosures around recyclable material storage areas which are non-hazardous and recyclable or reusable and which shall be located away from construction traffic. Provide adequate space for pick-up and delivery. Use cleaning materials that are non-hazardous and biodegradable.

Attachment C

CONSULTANT DECLARATION

Consultant (legal name of entity): _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Type of Firm: Individual ___ Corporation ___ Partnership ___ Other (specify) _____

Tax I.D. No: _____ Date Business Formed: _____

Date Incorporated (if applicable): _____ State of Incorporation: _____

OWNERS, OFFICERS, AND PRINCIPALS			
<i>Name</i>	<i>Years with Firm</i>	<i>Position</i>	<i>% of Ownership</i>

Consultant has attached a Certificate of Insurance demonstrating a valid insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate or has attached a letter from their insurer that such policy limits will be secured in the event that the Bidder is awarded the project. Yes ___ No ___

Consultant has attached verification of a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq. Yes ___ No ___

If yes to any of the below listed questions, explain on a separate signed page.

Has there been any change in the control of the firm in the last five years? Yes ___ No ___

Has consultant declared bankruptcy or been placed in receivership within the past ten (10) years? Yes ___ No ___

Are any of the firm's owners, officers, and/or principals connected with any other companies as a subsidiary, parent, or affiliate?

Yes ___ No ___

Has the firm been involved in any litigation, arbitration, claim, or dispute of any kind with a public agency in the past 10 years?

Yes ___ No ___

Has the firm failed to complete one or more contracts in the past ten (10) years?

Yes ___ No ___

Has the firm declared bankruptcy or been placed in receivership within the past ten (10) years?

Yes ___ No ___

Has the firm or any owner, officer or principal of the firm ever been found guilty of violating any federal, state or local law, rule or regulation regarding a contract?

Yes ___ No ___

Has the firm ever failed to complete a contract within the authorized contract time?

Yes ___ No ___

Has the firm received any notices threatening termination?

Yes ___ No ___

ATTACHMENT D

NONCOLLUSION AFFIDAVIT

To be executed by bidder and submitted with bid.

State of California

County of (_____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and correct; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____
Signature _____

State of _____, County of _____

On _____ before me, _____, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Attachment E-1

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Marin Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I

DRUG-FREE WORKPLACE CERTIFICATION

further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Attachment E-2

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Marin Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.Code section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Attachment F





COLLEGE OF
MARIN

ONE DAY PARKING PERMIT

This permit is only valid for the date printed below. This permit is only valid when all information below is filled in. Any alterations will VOID this permit. Entire permit must be visibly displayed on the dashboard above the steering wheel. Park ONLY in a marked stall. Do not park Staff space unless authorized. Read the rules at the entrance to the parking lots. Citations will be issued for invalid or altered permits, and those cars not in a marked stall. Speed limit in parking lots is 10MPH.

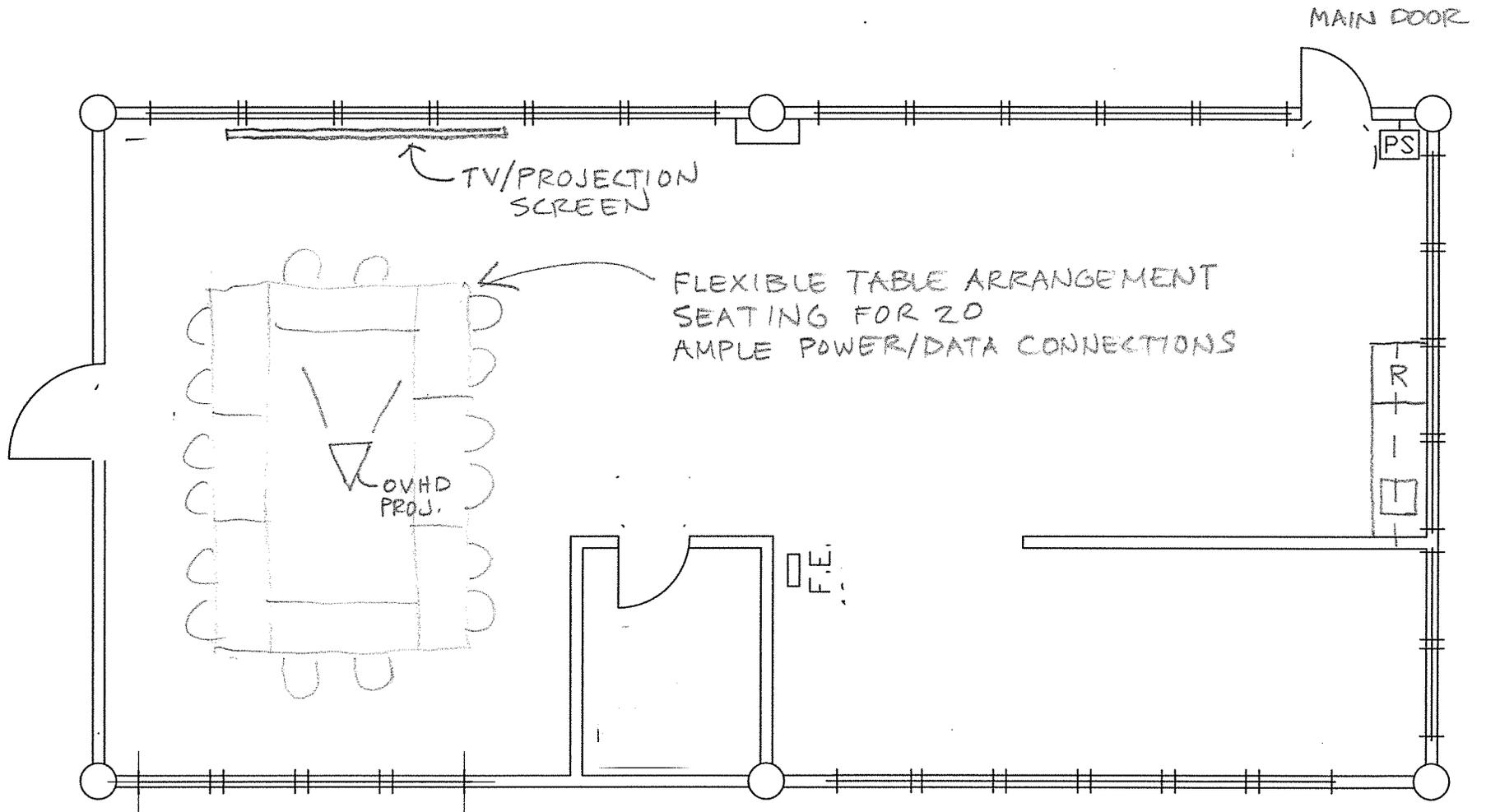
Issued to (print name)	Staff/Vendor	Vehicle Make & License #
September 29, 2016	Heidi Rank ext. 7465	Maintenance & Operations
Date Permit is Valid	Issued by (Name & Phone)	Department



For towed vehicles call MCCD PD 415-485-9696



Attachment G



BUILDING 10

AS 10
Aug 2015

