Request for Proposals

Alma College Cultural Landscape Rehabilitation Project

Bear Creek Redwoods Open Space Preserve
Midpeninsula Regional Open Space District

Mandatory Pre-Proposal Site Tour May 5, 2017
(Please RSVP for site tour by May 4)
Proposals Due May 26, 2017

Midpeninsula Regional Open Space District (“District”), located on the San Francisco Peninsula, owns and manages approximately 62,000 acres of land in 26 Open Space Preserves. The District's purpose is to acquire, permanently protect, and restore lands forming a regional open space greenbelt. Preserves are generally kept in a natural condition in order to protect their ecological integrity and habitat, and are developed with only those amenities needed for low-intensity recreation. The Preserves are open to the public year round and contain many diverse ecosystems including redwood, oak, and fir forests, chaparral-covered hillsides, riparian corridors, grasslands, and shore frontage along San Francisco Bay. Find out more about the District at http://www.openspace.org.
The District is seeking the assistance of a team of professionals in the disciplines of historic landscape architecture, environmental, structural, and geotechnical engineering, and cultural resource interpretation, to advance preliminary design of the Alma College Cultural Landscape Rehabilitation Project through construction documentation and implementation. It is anticipated that the project team will be led by a landscape architecture firm.

PROJECT DESCRIPTION
The former Alma College site, a Santa Clara County Heritage Resource, is located within Bear Creek Redwoods Open Space Preserve (Exhibit A, Preserve Map). The District recently adopted the Bear Creek Redwoods Preserve Plan, which prescribes long-term use and management actions for the Preserve, and includes the Alma College Cultural Landscape Rehabilitation Plan (PGA Design 2017; available at: [http://www.openspace.org/alma-college-rfp](http://www.openspace.org/alma-college-rfp)). Phase I of Preserve Plan implementation is underway, and Bear Creek Redwoods is targeted to open to the public in late 2018. Construction of a new parking area, trailhead, and trail crossing of Bear Creek Road will commence next summer in the northern portion of former Alma College site. The Alma College Cultural Landscape Rehabilitation Project will address the main portion of the site to allow it to open to public use early in Phase II (2020-2026) of Preserve Plan implementation.
The multilayered cultural landscape at the former Alma College site represents successive historical periods, reflecting the broad patterns of California development (Exhibit B). The site includes five extant structures: a chapel (1909), a library (1934) and library addition/auditorium (1950), a garage/utility building (1940’s), and a classroom (1935); as well as building ruins and landscape elements including Upper Lake, pathways, picnic areas, fountains, shrines, reflecting ponds, alcoves and garden terraces. All site elements are currently in a state of moderate to severe deterioration. The Alma College Conditions Assessment Report (Knapp Architects 2010, available at: http://www.openspace.org/alma-college-rfp) includes geotechnical, structural, architectural, and landscape assessments of the site.

The Rehabilitation Plan provides updates to the 2010 assessments, and prescribes a treatment for the site that is consistent with the Secretary of Interiors Standards for the Treatment of Historic Properties and the Guidelines for Rehabilitation of Cultural Landscapes. Site treatment will clean up, stabilize, rehabilitate, and interpret the site so it can be opened and understood by Preserve visitors as well as provide opportunities for re-use by a future partner. A summary graphic of the Rehabilitation Plan is provided as Exhibit C.

Current view of 1950 Library addition, 1934 library, and 1909 chapel (from left to right).
The project includes the following elements:

1. **Site preparation**: Hazardous materials remediation, structural demolition, and vegetation management;
2. **Structural Stabilization**: Stabilization of building remnants, retained buildings, shrines and other landscape features, and portions of site retaining walls;
3. **Site Rehabilitation**: Revegetation with native species to interpret historic formal landscaping; rehabilitation of walkways, steps, terraces, archways, plunge and lily pond sequence and other historic hardscape features. Coordination with biological consultant team to address habitat protection/enhancement measures for resident sensitive species (western pond turtle, bats).
4. **Visitor Amenities and Interpretation**: Provision of interpretive elements and signage, safety and universal access features, and other amenities such as viewing platforms, benches, and picnic tables, to enhance visitor experience and interpretive programming.

The Rehabilitation Plan provides a vision and framework for treatment of the site which must guide development of the project design. The Plan includes demolition of the library addition, classroom, and garage. The adverse impact of removal of these buildings is balanced by other Plan elements to rehabilitate and interpret the site, including retaining and stabilizing the chapel for potential rehabilitation by a project partner, retaining and stabilizing the 1934 library superstructure for use as an open-air pavilion, retaining the building foundation footprints, and other rehabilitation actions listed above. Feasibility studies supporting these elements have been completed and are documented in the Plan. Nevertheless, design elements included in the Plan are conceptual in nature, and may require additional study as design development proceeds. In addition, it is anticipated that further public process (in the form of public meetings of the District Board of Directors and Planning and Natural Resources Committee of the Board) will also be required, which may result in changes to the Plan. Design development submittals will therefore be reviewed by a third-party historic preservation architect to ensure compliance with the Board-approved Preserve Plan and EIR (available at: [http://www.openspace.org/our-work/projects/bcr-plan](http://www.openspace.org/our-work/projects/bcr-plan)).

Site design must prioritize sustainable design and universal access principles, and remain compatible with the District Mission.

*To acquire and preserve a regional greenbelt of open space land in perpetuity, protect and restore the natural environment, and provide opportunities for ecologically sensitive public enjoyment and education.*
“Roman Plunge” current and historic-era (circa 1920) perspectives.

1909 Chapel, current and historic era (circa 1940) perspectives.

**PROJECT DELIVERABLES**

1. **Work Plan.** Submit a detailed work plan in the form of a Microsoft Project schedule, identifying all work products, District review periods, approvals, and interdependencies, within two (2) weeks following issuance of the Notice to Proceed. Demolition must occur during the month of November (preferred) or February-March, due to biological resources present on the project site. Application materials for demolition of the historic structures have been submitted by the District and permit issuance is anticipated by summer 2018.

2. **Interpretive Plan.** Prepare an Interpretive Plan for the Alma College Cultural Landscape, utilizing existing archival research and site historic documentation reports. Interpretive opportunities are described in the *Rehabilitation Plan*. The Interpretive Plan should describe and provide illustrative drawings, concept plans, or example photographs for all elements, and should recommend a phasing plan based on priority, cost, and feasibility.
Following review and confirmation by District, plans and specifications for the first phase (expected to include signage and integrated elements within historic features to be retained) will be fully developed for inclusion in the final project design package.

3. **Documentation of Historic Structures Prior to Demolition.** A licensed professional historian shall be retained as part of the project team to curate remaining artifacts, and address required cultural resource mitigation included in the project EIR:

   - **Written History.** The Knapp Architects report, Alma College Conditions Assessment Project Phase I: Assessment of Existing Conditions, shall be used for the written history of each building. The report shall be reproduced on archival bond paper.
   
   - **Drawings and Photographs.** An architectural historian (or historical architect, as appropriate) shall conduct further research as necessary into the availability of plans and drawings of the classroom building, 1950 library, utility garage, and 1934 library as the buildings currently exist.
     
     - **Drawings:** select existing drawings, where available, may be photographed with large-format negatives or photographically reproduced on Mylar in accordance with the U.S. Copyright Act, as amended.
     
     - **Photographs:** photographs with large-format negatives of exterior and interior views, or historic views where available and produced in accordance with the U.S. Copyright Act, as amended

4. **Site Survey.** The topographic survey shall include, at a minimum, the area bounded by the limit of work as shown in the Project Site Map (P. 2). Consultant shall coordinate with its subconsultants to survey and clearly define all areas necessary to complete design and construction of the Project.

   Survey requirements include but not limited to:

   - Contours at 1’ intervals.
   - Spot elevations of top and bottom of site retaining walls. Identify features such as soil nails, rods, and visible damages on the wall.
   - Building footprints and finished floor elevations
   - Fences, gates, walls, paving, trees >6”dbh, and all other site features
   - Spot elevations at 20’ grid or as necessary to provide design
   - Utility information, if they exist within the project area based on surface and subsurface (utility location) evidence.
   - Perimeter outline of thickly wooded areas.

Data Requirements:

- Provide geo-referenced digital copy of files for AutoCAD. Include all cross references.
- All horizontal coordinate data to be provided in State Plane Coordinate System (CCS83, Zone 3) and all vertical data to be provided in NAVD88 datum. Survey points should be within ½ inch horizontal accuracy and 1 ¾ inch vertical accuracy.
5. **Phase II Site Assessment, Geophysical Survey, and Remediation Action Plan.** Hazardous materials known or with potential to occur on the site include asbestos, lead-based paint, underground storage tanks (heating oil), boilers, landfill, and other hazards associated with a former college and estate. A Phase I site assessment has been completed and is available upon request. Conduct studies and remediate hazards as required by the project EIR:

- **An in-depth hazardous materials survey shall be conducted to further assess the presence of hazardous materials onsite and to provide an inventory of equipment containing hazardous materials that will need to be removed and appropriately disposed.**

- **Before initiation of grading or other groundwork, Consultant shall conduct focused soil sampling at the former Alma College site. This investigation will follow the American Society for Testing and Materials standards for preparation of a Phase II ESA and/or other appropriate testing guidelines. Specifically, soil and groundwater samples shall be collected in the areas of former structures near the rear entrance to the former Alma College site (e.g., print shop, machine shop, landfill at village site, storage) and analyzed for petroleum hydrocarbons, VOCs, and priority pollutant metals.**

- **Based on the results and recommendations of the ESA-level investigation described above, Consultant shall prepare a work plan that identifies any necessary remediation activities, including excavation and removal of on-site contaminated soils, and redistribution of clean fill material on the project site. The plan shall include measures that ensure the safe transport, use, and disposal of contaminated soil removed from the site and will be implemented under the oversight of applicable regulatory agencies. These measures may include: soil profiling and identification of appropriate landfill facilities for contaminated materials and onsite application locations for other soils, plans for stockpile of soil that segregates clean and potentially contaminated materials, preparation of a health and safety plan for protection of workers, and preparation of a transportation plan that identifies approved haul routes for transport of contaminated materials.**

- **A geophysical survey shall be conducted at the former Alma College site to confirm the presence or absence of additional underground structures and to determine the extent of associated piping, primarily in the suspected locations of additional underground storage tanks (USTs) (south of the dormitory/plant building, downslope from the pool/Roman Plunge, and south of the former main house). Soil and/or groundwater sampling shall be conducted in the vicinity of these structures and piping to determine whether there is potential subsurface contamination. Soil and groundwater samples shall be analyzed for petroleum hydrocarbons, volatile organic compounds (VOCs), and priority pollutant metals. If the results indicate that contamination exists at levels above regulatory action standards, the site will be remediated in accordance with recommendations made by applicable regulatory agencies.**
agencies, including Santa Clara County DEH, RWQCB, and DTSC. The agencies involved shall depend on the type and extent of contamination.

- **Consultant shall identify the location of the former Alma College UST on maps used for planning facilities on the project site.** If any earthwork or water wells are proposed on, or in the immediate vicinity of, the UST site, Consultant shall notify the Santa Clara County DEH before grading or evacuation of the site, or the installation of water wells. Consultant shall take the lead and coordinate with MROSD to implement any actions identified by Santa Clara County DEH to mitigate.

6. **Landscape Rehabilitation and Structural Stabilization Plans and Specifications**

The *Rehabilitation Plan* provides conceptual-level plans and illustrative drawings for treatment of the site. Using this as a basis for design, complete a fully-coordinated set of design documents implementing the recommended landscape treatments, including but not limited to: vegetation removal; protection of historic landscape features during demolition; demolition plan, site grading and drainage improvements; site layout including restoration/rehabilitation of brick pathways, steps, terracing, and the roman plunge/lily pond sequence of spaces, and new visitor access features; soil preparation, and planting plan and native species palette.

Prepare annotated plan diagrams, typical details, and written specifications as necessary to implement minimal required structural stabilization of the chapel and 1934 library superstructure for preservation and public safety purposes (no occupation); the eastern section of the north retaining wall; and foundation footprints/remnants as identified in the final design. As-built drawings are not available for any of the structures and walls. Due to the minimal level of the structural stabilization included, production of architectural/structural drawings should be kept to a minimum, but may be required for bidding and permitting purposes. Consultant shall review the existing structural stabilization recommendations and develop plans and calculations as necessary for construction documents and permitting. Additional structural assessment may be required to confirm and advance the recommendations of the *Rehabilitation Plan*.

**Submittal Requirements**

**Schematic Design Package**
- Outline of Specifications
- Code / Regulatory requirements report
- Schematic Drawings
- Preliminary Cost Estimate

**Design Development / 50% DD Package**

Develop and present to the District’s Planning and Natural Resources Committee the 50% Design Development submittal that shall minimally include:

Draft Specifications
Completely coordinated site, civil, structural, & landscape drawings
Site section drawings as required
List of calculations necessary
Updated Cost Estimate

90% CD Package
Fully coordinated set of construction documents (plans, specifications, cost estimate, and calculations) with everything at 100% level except for plans/section/details that are not required for regulatory review, for presentation to the District Board of Directors

100% CD Package
Once 90% CDs approved by the Board, prepare Final Stamped and Signed Construction Documents (plans, specifications, cost estimate, calculations, and permits) to be issued for construction bids

Consultant shall submit up to five (5) fullsize and ten (10) halfsize sets of plans; up to ten (10) copies of the specifications, reports, and calculations; PDF’s; AutoCAD 2016 files; and other pertinent documents at each major milestone.

7. Project Management
Coordinate work of consultant team and collaborate with other District project teams. Facilitate team coordination meetings during design phases. Submit monthly invoice (Exhibit E) with report including project/phase budget, budget spent to date, and current invoiced amount.

During the bidding phase, coordinate with District representative to ensure Contract Documents are complete and fully coordinated with the plan set, review contractor requests for information, issue responses and addenda, and review contractor proposals.

8. Construction Administration & Project Close Out
The proposal shall also include construction oversight for the construction phase of the project including:

- Coordination of inspections and conduct site visits as needed
- Participate in project teleconference meetings as needed
- Review and respond to contractor submittals, RFI’s & Change Proposal Requests
- Conduct final site walks to confirm work is complete
- Prepare and submit As-Builts of completed project improvements and submit to the district electronically (both as a pdf and in AutoCAD) as well as one hardcopy
• Prepare final reports documenting that the completed work is in conformance with technical specs

**PROPOSAL REQUIREMENTS**

**Project Approach (maximum of 5 single-sided pages)**
- Provide a brief written statement of project approach, describing how the proposed team will work together and with the District to complete the project scope of work within the schedule described in the Project Deliverable – Work Plan section. Identify special skills and innovative thinking that the team would bring to the project.
- Demonstrate thorough understanding of competing factors in the preservation, rehabilitation, and maintenance of publicly accessible historic sites, particularly landscapes, within an open space context, as opposed to a County, City, or National Park. Identify potential roadblocks that could delay project completion or disrupt public use and District operation of the rehabilitated cultural landscape. Describe approaches to streamline the design and permitting process to meet the District’s end goal.
- Identify potential design attributes to reduce capital expenditure and annual operating costs, or provide other features that will help achieve a cost-effective public facility of lasting value.
- Demonstrate understanding of scale of project and compatibility with District’s mission.

**Lead Firm Qualifications (maximum of 5 single-sided pages)**
- Provide a brief overview and history of the firm, including location(s), number of employees, organizational structure, and number of years in business.
- Provide a statement of the firm’s experience and qualifications in the field of cultural landscape restoration, rehabilitation, and maintenance. Demonstrate knowledge of and experience in implementing federal standards and guidelines governing the treatment of cultural landscapes.
- Provide descriptions of three relevant projects, preferably in a parks, open space, or other minimally-developed setting, led or substantially managed by the proposed project team lead, that demonstrate a thorough understanding of Secretary of the Interiors Standards for Rehabilitation. For any project referenced, supply the name of the Owner/Client and contact information.

**Team Qualifications (maximum of 8 single-sided pages)**
- Provide the resumes and qualifications of the key team members who will complete the work. Highlight experience on similar and open space projects. For any project referenced, supply the name of the Owner/Client and contact information.
References
- Provide a list of at least three client references from the last five years that have relevant knowledge concerning the project team’s ability to perform similar projects. Names, affiliations, addresses, and current telephone numbers of all references must be provided.

Insurance
- Submit a statement of the firm’s acceptance of the District’s insurance and indemnification requirements, or any reservations the firm has with the requirements. Refer to Exhibit D, Midpeninsula Regional Open Space District Agreement for Professional Services.

Professional Rates & Anticipated Fee Proposal*
In a separate, sealed envelope clearly identifying the proposer, provide:
- List of the professional billing rates for the team members proposed for the project;
- Anticipated fee proposal based on the hours required for the team to complete the project by task

SELECTION PROCESS – EVALUATION CRITERIA
a. Qualifications of Firm / Team
- Team members and firms have extensive understanding of how to execute the scope of work required for this project;
- Proven track record and technical ability to create concise, well-coordinated contract documents for the scope of work described herein.

b. Implementation Approach
- Proven understanding of requirements to perform the scope of work detailed herein;
- Ability to meet or improve upon proposed workplan;
- Proposed strategies to allow for continued operation of stables during implementation
- Proposed strategies to address the requirements of the Western Pond Turtle Mitigation Plan
- Proposed strategies to streamline permit process, reduce time and cost.

The District will select the best overall proposal package to achieve the project goals.

c. RFP and Contract Award Schedule
The following is a tentative schedule that is subject to change. The District will inform all teams of changes in the schedule by email correspondence.
4/17/2017  RFP Issued
5/5/2017  Mandatory Site Walk & Pre-proposal conference, 11:00 AM PST
5/26/2017  Proposals due, 5:00 PM
6/1/2015  Potential consultant team interview
6/7/2017  Complete firm selection
6/21/2017  Board of Directors approves consultant contract
7/3/2017  Notice to proceed (assumes consultant’s proof of insurance received by District)

REQUESTS FOR ADDITIONAL INFORMATION AND QUESTIONS
Specific questions related to the RFP must be addressed in writing to the District. Answers will then be distributed to all teams. Please submit all requests to:

Attn: Lisa Bankosh
Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
650-691-1200
lbankosh@openspace.org

PRE-PROPOSAL SITE TOUR AND PROPOSAL DEADLINE
A mandatory site walk and pre-proposal site tour will be held on Friday, May 5 at 11:00 AM, beginning at District Gate BC04 (MAP LINK), located on Bear Creek Road 1 mile west of SR 17. Subconsultants are not required to attend. Please RSVP to Melissa Borgesi, mborgesi@openspace.org by May 4 at 5 pm.

Four (4) copies of each final proposal are to be submitted by 5:00 PM, PST on May 26, 2017 at the above address. The District at its sole discretion may grant an extension to all candidates if circumstances require additional time. Responding teams should assume that the District may initiate discussions simultaneously with all respondents.

List of Exhibits
Exhibit A  Preserve Location Map
Exhibit B  Cultural Landscape Periods of Significance
Exhibit C  Rehabilitation Plan Summary Graphic
Exhibit D  Sample Agreement
Exhibit E  Sample Invoice
While the District strives to use the best available digital data, this data does not represent a legal survey and is merely a graphic illustration of geographic features.
Exhibit B. Periods of Significance at the former Alma College site.

KEY ELEMENTS

- Rehabilitate and interpret the features that illustrate the layers of development and use of the property.
- Reinstate or rehabilitate historic plantings using evergreen shrub plantings on the path through the middle of the site, at the shrines, and in lieu of radial paths.
- Provide interpretive materials to narrate the cultural landscape components.
- Stabilize the 1909 chapel, and the 1934 library roof structure.
- Strengthen north retaining wall, minimally stabilize south retaining wall.
- Due to their position in relation to the San Andreas fault trace, remove the classroom garage, and the 1950 library.
- Provide visitor amenities.
- Interpret the garage site and provide an overlook to the lower floor.
- Establish parking for approximately 60 cars.
- Establish a regime of vegetation management.
- Plant garden areas with unirrigated wildflower and grass mixes for improved habitat.
- Plant with native species to convey the layout of other historical plantings.
- Seek a project partner or partners for the use of the rehabilitated building and gardens.

PARTNERSHIP ELEMENTS

- Rehabilitate chapel and library superstructure for reuse.
- Provide water, septic, and power to the rehabilitated chapel.
- Rehabilitate radial gardens near Upper Lake.
- Provide enhanced visitor amenities including flush toilets.

ST. JOSEPH SHRINE
Rehabilitate for visitor seating/picnicking.

ALMA COLLEGE PARKING AREA
Provide capacity for 60 vehicles between two lots, vault toilets, and signage.

BUFFER PLANTING
Provide extensive areas of native evergreen shrub plantings along the south retaining wall as a barrier, to limit impacts in case of a seismic event.

HISTORIC CIRCULATION PATTERNS
Reinstate pathways around lake as ADA trails.

NEW ENTRY FROM BEAR CREEK ROAD
Clear vegetation to improve line of sight as needed. Provide a safe pedestrian crossing at Bear Creek Road.

PEDESTRIAN PATHS
Reinstate the central path of the former historic radial path system and the former central path through the site incorporating existing lengths of path where they remain.

1950 LIBRARY
Remove the 1950 library to reopen views along length of the site, as between the late 1800s to 1950. Retain terraces created by Tevis for use as picnic areas. Rehabilitate historic stairs.

CHAPEL AND 1934 LIBRARY
Stabilize the wooden Chapel for rehabilitation and use by a project partner. Close the lower floor for structural strengthening. Rehabilitate the patio on the north side for use by self-guided visitors. Retain the roof of the wooden 1934 Library, removing most or all of its walls so that it becomes a weather shelter.

MARIAN SHRINE
Rehabilitate Marian Shrine

FORMER TEVIS MANSION FOOTPRINT
This is a flexible-use picnic area. Interpretive paving element marks the threshold of the NW wing of the mansion. Enhance the extant remnants of the mansion foundation, flush with the pavement grade. Stabilize remnant carpet columns and walls. Re-establish and interpret the location of the exterior walls, indicating the building’s wings, some as sitting elements.

NORTH AND SOUTH RETAINING WALLS
Structurally stabilize the north retaining wall with tiebacks. The south retaining wall lies on the fault trace, repair the broken ends where failure has occurred. Provide modest repairs to brickwork at the parapet edge. Provide safety barriers until north wall is stabilized.

MEADOW, LILY POND, AND ROMAN Plunge
Clear the meadow of invasive species. Rehabilitate hardscape and interpret the lily pond and Roman Plunge suitable for picnics and gatherings. Retain and strengthens the bilaterally symmetrical view to the SE between the blue cedars.

SITE AND SAFETY CODE COMPLIANCE
Provide ADA accessible routes throughout. Provide safety barriers or vegetated buffers to prevent access near retaining walls.

POA design\*\*
LANDSCAPE ARCHITECTS
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
AND ____________________

THIS AGREEMENT is by and between ____________________ (“Consultant”) and the Midpeninsula Regional Open Space District, a public body of the State of California (“District”). Consultant and District agree:

1. **Services.** Consultant shall provide the Services set forth in Exhibit A, attached hereto and incorporated herein.

2. **Compensation.** Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum compensation amount, Consultant agrees to perform all of the Scope of Services herein required of Consultant for $_______ including all materials and other reimbursable amounts (“Maximum Compensation”). Consultant shall submit invoices on a monthly basis. All bills submitted by Consultant shall contain sufficient information to determine whether the amount deemed due and payable is accurate. Bills shall include a brief description of services performed, the date services were performed, the number of hours spent and by whom, a brief description of any costs incurred and the Consultant’s signature.

3. **Term.** This Agreement commences on full execution hereof and terminates on _______ unless otherwise extended or terminated pursuant to the provisions hereof. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence. Time extensions for delays beyond the Consultant’s control, other than delays caused by the District, shall be requested in writing to the District’s Contract Administrator prior to the expiration of the specified completion date.

4. **Assignment and Subcontracting.** A substantial inducement to District for entering into this Agreement is the professional reputation and competence of Consultant. Neither this Agreement nor any interest herein may be assigned or subcontracted by Consultant without the prior written approval of District. It is expressly understood and agreed by both parties that Consultant is an independent contractor and not an employee of the District.

5. **Insurance.** Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the District, the insurance coverages specified in Exhibit B, “District Insurance Requirements,” attached hereto and incorporated herein by reference. Consultant shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance to District.

6. **Indemnification.** Consultant shall indemnify, defend, and hold District, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the District, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify District shall be limited to that allowed pursuant to California Civil Code section 2782.8. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
7. **Termination and Abandonment.** This Agreement may be cancelled at any time by District for its convenience upon written notice to Consultant. In the event of such termination, Consultant shall be entitled to pro-rated compensation for authorized Services performed prior to the effective date of termination provided however that District may condition payment of such compensation upon Consultant's delivery to District of any or all materials described herein. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the Services described in this Agreement, Consultant shall, without delay, deliver to District all materials and records prepared or obtained in the performance of this Agreement. Consultant shall be paid for the reasonable value of the authorized Services performed up to the time of Consultant’s cessation or abandonment, less a deduction for any damages or additional expenses which District incurs as a result of such cessation or abandonment.

8. **Ownership of Materials.** All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of District and are assumed to be public records within the meaning of the California Public Records Act unless expressly deemed otherwise by District. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this Section, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to District at no additional charge and without restriction or limitation on their use. Upon District’s request, Consultant shall execute appropriate documents to assign to the District the copyright or trademark to work created pursuant to this Agreement. Consultant shall return all District property in Consultant’s control or possession immediately upon termination.

9. **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the District. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Consultant, its employees, agents, or subcontractors by law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

10. **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify District of the existence of such conflict of interest so that the District may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

11. **Whole Agreement and Amendments.** This Agreement constitutes the entire understanding and Agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or any previous written or oral Agreements between the parties with respect to all or any part of the subject matter hereof. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement may be amended only by a written document, executed by both Consultant and District's General Manager, and approved as to form by the District’s General Counsel. Such document shall expressly state that it is intended by the parties to amend certain terms and conditions of this
Agreement. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of District’s District Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

12. **Capacity of Parties.** Each signatory and party hereto warrants and represents to the other party that it has all legal authority and capacity and direction from its principal to enter into this Agreement and that all necessary actions have been taken so as to enable it to enter into this Agreement.

13. **Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

14. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth in Exhibit A; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier (“Courier”), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine’s acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

15. **Miscellaneous.**
   a. Except to the extent that it provides a part of the definition of the term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction of interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.
   b. Capitalized terms refer to the definition provide with its first usage in the Agreement.
   c. When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.
   d. The terms “shall”, “will”, “must” and “agree” are mandatory. The term “may” is permissive.
   e. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
   f. When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.
   g. Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.
IN WITNESS WHEREOF, Consultant and District execute this Agreement.

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
330 Distel Circle
Los Altos, CA 94022-1404

By: ____________________________
  Name ____________________________
  Title ____________________________
  Date: ____________________________

Attest: ____________________________
  Jennifer Woodworth
  District Clerk

Federal Employer ID Number: ____________
License Number: ______________________
Expiration Date: ______________________

Approved as to form:

________________________
  Sheryl Schaffner
  General Counsel

Attachments:
Exhibit A Scope of Services
Exhibit B District Insurance Provisions
EXHIBIT A
Scope of services and compensation
EXHIBIT B
INSURANCE REQUIREMENTS

Before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the District, the insurance specified herein.

Insurance Requirements.
- Statutory Worker’s Compensation Insurance and Employer’s Liability Insurance coverage: $1,000,000
- Commercial General Liability Insurance: $1,000,000 (Minimum), $2,000,000 Aggregate
- Business Automobile Liability Insurance-with coverage evidencing “any auto” and with limits of at least $1,000,000 per occurrence.
- Errors and Omissions Insurance (or Professional Liability): $1,000,000

Workers’ Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided if required under the California Labor Code.

Commercial General and Automobile Liability. Consultant, at Consultant’s own cost and expense, shall maintain Commercial General and Business Automobile Liability insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Exhibit B, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.
  a. A policy endorsement must be delivered to District demonstrating that District, its officers, employees, agents, and volunteers are to be covered as insured as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, employees, agents, or volunteers.
  b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
  c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under the coverage.
  d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.
  e. Insurance is to be placed with California-admitted insurers.
Professional Liability. Where Consultant is a licensed professional, Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount set forth in this Exhibit B covering the licensed professionals' errors and omissions, as follows:

a. The policy must contain a cross liability or severability of interest clause.

b. The following provisions shall apply if the professional liability coverages are written on a claims made form:

1) The retroactive date of the policy must be shown and must be before the date of the Agreement. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work.

If coverage is canceled or not renewed and it is not replaced with another claim made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The District shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.

A copy of the claim reporting requirements must be submitted to the District prior to the commencement of any work under this Agreement.

Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Any self-insured retention or deductible is subject to approval of District. During the period covered by this Agreement, upon express written authorization of District Legal Counsel, Consultant may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The District Legal Counsel may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to District at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

Remedies. In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies District may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.
MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
INVOICE WORKSHEET

PROJECT NAME: Alma College Rehabilitation

CONTRACT PO NUMBER: xxxx

DATE OF INVOICE: 4/10/2017

INVOICE PERIOD (starting to ending dates): 5/1/2017 – 6/1/2017

DISTRICT PROJECT MANAGER: Lisa Bankosh

<table>
<thead>
<tr>
<th>TASK/PHASE #</th>
<th>TASK/PHASE NAME</th>
<th>a. CONTRACT BUDGET ($)</th>
<th>b. AMOUNT INVOICED PRIOR TO CURRENT INVOICE ($)</th>
<th>c. AMOUNT FOR CURRENT INVOICE ($)</th>
<th>d. TOTAL INVOICED AMOUNT ($) = b + c</th>
<th>e. AMOUNT OF CONTRACT AMENDMENT(S) ($)</th>
<th>f. NEW ADJUSTED CONTRACT AMOUNT = a + e</th>
<th>e. % OF BUDGET SPEND TO DATE = (d + e) ÷ a</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management</td>
<td>$7,000</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$4,000</td>
<td></td>
<td></td>
<td>57</td>
</tr>
<tr>
<td>2</td>
<td>Review Existing Information</td>
<td>$5,000</td>
<td>$3,000</td>
<td>$2,000</td>
<td>$5,000</td>
<td></td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>3</td>
<td>Topographic Survey</td>
<td>$12,000</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$8,000</td>
<td></td>
<td></td>
<td>67</td>
</tr>
<tr>
<td>4</td>
<td>Conceptual Design</td>
<td>$15,000</td>
<td>$6,000</td>
<td>$4,000</td>
<td>$10,000</td>
<td></td>
<td></td>
<td>67</td>
</tr>
<tr>
<td>5</td>
<td>Construction Documents</td>
<td>$65,000</td>
<td>$20,000</td>
<td>$12,500</td>
<td>$32,500</td>
<td></td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>6</td>
<td>Bidding and Construction Administration</td>
<td>$15,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>7</td>
<td>As-Built Drawings</td>
<td>$5,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

Additional Services

TOTAL

COMMENTS: The % of budget spent for Task 1 - Project Management should be in line with the current project progress.

SIGNED: ___________________________ DATE: