

REQUEST FOR PROPOSALS # 106 LANDSCAPE ARCHITECT DESIGN SERVICES
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NOTICE IS HEREBY GIVEN that the **Tamalpais Union High School District** ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide full landscape architectural planning and designing services for the **Archie Williams High School Baseball & Football Turf Replacement and Track Resurface Project** ("Project").

Respondents to this Request for Proposal (RFP) should mail or deliver one (1) electronic copy of the proposal on either a flash drive delivered to the District at the address below, or via email at the address noted below, as further described herein, to:

Mike Woolard
mwoolard@tamdistrict.org
TAMALPAIS UNION HIGH SCHOOL DISTRICT
333 Doherty Drive
Larkspur, CA 94939

ALL RESPONSES ARE DUE BY 2:00 P.M., ON TUESDAY, SEPTEMBER 16, 2025. Any Proposal received after that date and time will not be accepted and will be returned unopened.

FAXED RESPONSES WILL NOT BE ACCEPTED.

Each Proposal must conform and be responsive to the requirements set forth in this RFP.

If you have any questions regarding this RFP, please submit them via email to Mike Woolard (mwoolard@tamdistrict.org) with a copy to Jason Cave (jason@greystonewest) before 4:00 p.m. on Tuesday, September 9, 2025. Responses will be provided by an Addendum distributed to each firm by 4:00 p.m. on Thursday, September 11, 2025.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

RFP RESPONSE SCHEDULE SUMMARY

The District reserves the right to change the dates on the schedule without prior notice.

DATE	EVENT	TIME DEADLINE
8/26/2025	Release and advertisement of RFP #106.	
9/9/2025	Deadline for submission of written questions to District concerning RFP #106.	4:00 p.m.
9/16/2025	Deadline for all submissions in response to RFP #106.	2:00 p.m.
9/23/2025	In person interviews – optional at District's discretion	TBD
10/1/2025	Notification to selected firm(s)	

BACKGROUND

The District is an extremely high performing district in a very active, supportive, and educated community. Currently more than 4,500 students are served in three comprehensive high schools and two alternative programs. In addition, the Adult and Community Education courses attract hundreds of community members each year.

Briefly stated, the District is seeking experienced and proven design professionals to provide planning, programming, and design services on an as-needed basis for its Project. This RFP defines the architectural services sought and generally outlines the District's requirements.

PROJECT DESCRIPTION

Removal and Replacement of Synthetic Turf at Football Field +/-85,000 SF
Removal and Resurfacing of all-weather 8-lane track surface and associated run off areas +/-48,000 SF
Removal and Replacement of Synthetic Turf at Baseball Field including batting cage and pitching tunnel areas +/-85,000 SF
ADA Improvements and site improvements associated with scope of work above

Preliminary Construction Estimate for scope of work above - \$3,551,000

SCHEDULE

Preliminary Design and Construction Schedule:

Architect Selection	September 30, 2025
Schematic Design	October 2025 to December 2025
Construction Documents	December 2025 to January 2026
DSA Review and Approval	February 2026 to May 2026
Bidding	May 2026
Construction	June 2026 to August 2026

SCOPE OF SERVICES

Any firm selected based on this RFP process must be capable of providing full landscape architect design services through the design and construction phases of the Project. The desired Scope of Services is set forth at **Exhibit "A"** to the District's form Agreement for Landscape Architect Design Services ("Agreement"), which is distributed with this RFP as **ATTACHMENT A** and incorporated herein by this reference.

LIMITATIONS

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any entity responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFP.

The Proposals and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the respondent or other party as a result of any public disclosure of any Proposal.

FULL OPPORTUNITY

No respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. The District also affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE") shall be afforded full opportunity to respond to this RFP.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation/selection process, or the award of the contract with any member of the District, Board of Education, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent.

INSTRUCTIONS FOR PROPOSALS

A. FORMAT REQUIREMENTS

Firms responding to this RFP must comply with the following format requirements. Material must be in 8-1/2 x 11 inch format. Submittals shall include divider tabs labeled with boldface headers below; e.g., the first tab would be entitled "Cover Letter", the second tab would be entitled "Business Information", etc.

Provide one (1) electronic copy of the Proposal.

B. CONTENT REQUIREMENTS

1. COVER LETTER (maximum of 2 pages)

- Provide a letter of introduction signed by an authorized officer of the respondent. If the respondent is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Respondent must include the follow statement:

"[INSERT RESPONDENT'S NAME] received a copy of the District's form of Agreement for Architectural Services ("Agreement") attached as ATTACHMENT A to the RFP. [INSERT RESPONDENT'S NAME] has reviewed the Agreement, including the indemnity provisions and professional liability insurance provisions contained therein. If given the opportunity to contract with the District, [INSERT RESPONDENT'S NAME] has no objections to the use of the Agreement."

- Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Respondent shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- Respondent shall sign and add the following language: *"By virtue of submission of this Proposal, [INSERT RESPONDENT'S NAME] declares that all information provided is true and correct."*

2. BUSINESS INFORMATION

- Company name, Address, Telephone, Fax, Website, Name and email of main contact, Federal Tax I.D. Number, License or Registration Number.
- Provide Iran Contracting Act Certification. (See **ATTACHMENT B.**)

3. PROPOSED PROJECT TEAM

- Each Proposal must include evidence that the respondent is legally permitted and properly licensed for the scope of work for which the Proposal is submitted and to conduct business in the State of California.
- Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of services for the project(s). Include the key personnel experience with DSA projects, including identifying those projects for the past five (5) years, and other factors you believe is important and will assist the District in evaluating your firm's qualifications. Note, all proposers are hereby notified that the key personnel identified in the response to this RFP is a material factor the District will evaluate in selecting the successful proposer. Therefore, proposers hereby acknowledge and understand that if awarded the contract, the key personnel identified in the response to this RFP will be designated to perform services pursuant to the contract award and shall remain intact through the duration of the project(s).

4. RELEVANT PROJECT EXPERIENCE

- Provide information about prior services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 educational projects, and list the following for each project:
 - District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
 - Project name and location.
 - Beginning and end dates of project (i.e., Notice of Completion and DSA final certification).
 - Square footage.
 - Main program elements.
 - Original budget, bid amount & final amount at close-out.
 - Number of RFI's and Change Orders of each project.
 - Briefly state relevance of projects included for consideration in this RFP.
 - Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
 - Key individuals of the firm involved and their roles in the project.
 - Any sub-consultants that worked with the firm.
- Reference all projects adhering to CHPS criteria your firm has worked on.
- Identify any and all K-12 educational projects that have not been closed-out by DSA and provide explanation.

5. LITIGATION HISTORY

To the extent that the responding firm's litigation history has changed from the information provided in response to the District Request for Qualifications, provide updated information that states the issues in the litigation, the status of the litigation, names of parties, and outcome. A Proposal failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

6. FEE PROPOSAL

Fee proposal shall include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates ("SOR") by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The SOR should identify proposed reimbursables by category. Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation.

7. FORM OF AGREEMENT

A form of the Agreement has been distributed with this RFP as **ATTACHMENT A**. The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee negotiated between the District and the selected firm, which shall be negotiated with the successful respondent. Should the respondent have any objections or comments to the terms of the agreement, those objections shall be noted in writing with the respondent's response to this RFP. Comments will be reviewed but not necessarily accepted.

8. APPENDIX

- Key team member resumes.
- Iran Contracting Act Certification

SELECTION PROCESS

The District will evaluate all submissions. Each submittal must be complete. Incomplete submittals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

A. CRITERIA

The criteria for evaluating submissions may include, without limitation, the following:

- Experience and performance history of the firm with similar services;
- Experience and results of proposed personnel;
- References from clients contacted by the District;

- Technical capabilities and track record of use;
- Value of services under proposed fees; and
- Overall responsiveness of the Proposal.

B. INTERVIEWS

The District, at its sole discretion, may elect to interview selected Respondents. If a Respondent is requested to come for an interview, the key proposed project staff will be expected to attend the interview. The interview will be an opportunity for the District to review the Proposal and any other matters the District deems relevant to its evaluation.

C. DISTRICT INVESTIGATIONS

The District may perform investigations of responding parties that extend beyond contacting the references identified in the Proposal. The District may request a respondent to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. At the District's discretion, firms may be asked to arrange a tour of a representative facility for which they have identified in the Relevant Project Experience.

FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity or entities responding to this RFP for all or any portion of the work described herein, to reject any Proposal as non-responsive, and/or not to contract with any respondent for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP, including any supporting materials.

The awarding of a contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the successful firm(s) will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other firm responding to this RFP.

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROJECT!

ATTACHMENT A
Form of Agreement

To be attached.

INDEPENDENT CONSULTANT AGREEMENT FOR LANDSCAPE ARCHITECT DESIGN SERVICES

This Independent Consultant Agreement for Landscape Architect Design Services ("Agreement") is made and entered into as of the ____ day of _____, 2025, by and between the Tamalpais Union High School District, ("District") and _____ ("Consultant"), (together, "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 4526, authorizes District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, Consultant is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide Landscape Architect design services as further described in **Exhibit A** and visually displayed in **Exhibit C**, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing Services under this Agreement on _____, 2025, and will diligently perform as required and complete performance by _____, 202_, ("Term"), unless this Agreement is amended, terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> </u>	Prevailing Wage Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ **Dollars (\$_____)**. District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Services shall be made monthly for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed, or the portion of the Services for which payment is to be made. Any charges held in dispute by the District shall be identified in writing within ten (10) days of Consultant's invoice or shall be paid in full per the terms of the Agreement.
 - 4.2. Reserved.
5. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
6. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
 - 6.1. Reimbursable expenses are in addition to the compensation for basic and additional services and include actual expenditures made by the Landscape Architect in the interest of the project for the following expenses:
 - 6.1.1. Transportation in connection with the project;
 - 6.1.2. Reproductions, postage, delivery and handling of drawings, specifications and other documents;
 - 6.1.3. Renderings, model and special graphics beyond those listed in the Services as requested by the District;
 - 6.1.4. Soil tests, surveys and/or special consultants; and
 - 6.1.5. Reimbursable expenses will be at direct cost; mileage is billed at published IRS rates.
7. **Independent Contractor.** Consultant shall act as an independent contractor that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
8. **Certificates/Permits/Licenses/Registrations.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the provision of professional services pursuant to this Agreement.

9. Performance of Services.

- 9.1. **Standard of Care.** The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The Consultant shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.
- 9.2. **Due Diligence.** Consultant shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by District and District's Consultants. Consultant shall have no responsibility for the technical content of District and District's Consultant's services but shall provide prompt written notice to Client if Consultant becomes aware of any error, omission, or inconsistency in such services or information.
- 9.3. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement for design services. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present during the performance of this Agreement for design services.
- 9.4. **Meetings.** Consultant and District agree to participate in meetings on an as needed basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 9.5. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:
- 9.6.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance; and
- 9.6.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans

including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein, including all copyrights. **Upon payment for services rendered,** Consultant grants District a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by District, without Consultant's written permission, shall be at District's sole risk, and District agrees to indemnify, **defend,** and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by District or by others acting through District.

12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

13. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. *Dispute Resolution Meet and Confer* - any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a meet and confer session as a condition precedent to mediation. The Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the meet- and-confer session. The meet-and-confer session shall be attended by the Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The meet and confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation in accordance with the terms of this agreement. *Dispute Resolution Mediation* - Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

14. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions

of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

15. Termination.

15.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

15.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

15.2.1. Material violation of this Agreement by Consultant; or

15.2.2. Any act by Consultant exposing District to liability to others for personal injury or property damage; or

15.2.3. Consultant is adjudged as bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination for cause, District may secure the required services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

16. **Indemnification.** *Mutual Indemnity* - Consultant and District each agree to indemnify the other against liability, damages, costs and expenses including reasonable attorney's fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Consultant nor District shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). Neither Consultant nor District shall have a duty to provide the other an up-front defense of any claim.

17. Insurance.

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability , per accident for bodily injury or disease	\$ 1,000,000

17.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

17.1.2. **Workers' Compensation and Employer's Liability Insurance.**

Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Consultant, its employees, agents and subcontractors. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

17.1.3. **Professional Liability (Errors and Omissions).** Consultant shall maintain professional liability insurance during the term of this Agreement and, as reasonably commercially available, for three (3) years after the Date of Substantial Completion of the construction contract.

- 17.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to District. Certificates and insurance policies shall include the following:

- 17.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.
- 17.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 17.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance.
- 17.2.4. An endorsement stating that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 17.2.5. To the extent damages are covered by property insurance, District and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the contract for construction and general conditions of the contract for construction.
- 17.2.6. Consultant's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.
- 17.2.7. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.
- 17.2.8. Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Consultant's commencement of Work, including subsequent policies purchased as renewals or replacements.

17.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

18. Compliance with Laws. In accordance with the Standard of Care, Consultant shall prepare all Design/Construction Documents consistent with applicable codes existing on the date of completion of the Design/Construction Documents. In doing so, Consultant may obtain and rely upon the advice of other professionals, building officials, and other qualified persons as to the intent and meaning of such laws, codes, and regulations. District recognizes that interpretations by governmental officials and other authorities having jurisdiction (collectively "Code Authority") are often subject to change after review from the Division of the State Architect (DSA). If after DSA review, modifications to the

Design/Construction Documents are required because of an interpretation by the Code Authority that had not been previously given or that, if given, is different than a prior interpretation of the Code Authority, Consultant shall implement the required modifications in a timely manner. The parties acknowledge that submittal of Design/Construction Documents for DSA review typically results in comments, questions, and change requests by the Code review Authority, and Consultant shall be allowed reasonable time to implement such changes and/or provide the requested information. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

18.1. Reserved.

19. Anti-Discrimination. It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

20. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

20.1. All site visits shall be arranged through District;

20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting District;

20.5. Consultant and Consultant's employees shall not use student restroom facilities; and

20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

21. Reserved.

22. Limitation of Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation

provided in this Agreement. The Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

23. **Confidentiality.** Consultant recognizes District's interests in its confidential financial, programming, operational, and strategic information. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. Accordingly, District will designate documents or transmittals of such information as confidential or proprietary and Consultant shall segregate and not disclose such documents or transmittals or the specific content therein to any third parties except only as authorized by District, required by law, for public health or safety, or after the information otherwise becomes publicly available through other sources.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

Tamalpais Union High School District
333 Doherty Drive
Larkspur, CA 94939
ATTN: Mike Woolard
EML: mwoolard@tamdistrict.org

Consultant:

Tel: _____
EML: _____
ATTN: _____

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

25. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.
26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
27. **Amendments, Changes and Modifications.** This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.
28. **No Rights in Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Consultant.

29. **Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
34. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
38. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
39. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

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

Dated: _____

Dated: _____

Tamalpais Union High School District

Consultant

Signed By: _____

Signed By: _____

Print Name: *Mike Woolard, TUHSD*

Print Name: _____

Print Title: *Sr. Director of Facilities Plng*

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A
DESCRIPTION OF LANDSCAPE ARCHITECT SERVICES
TO BE PERFORMED BY CONSULTANT

1.0 Scope of Work

1.0.1 Schematic Design

1.0.1.1 Meet with Owner to discuss project goals, budgets, and schedule and approved scope of work; develop schematic design drawing to display District's design need (see **Exhibit C**);

1.0.1.2 One (1) site visit to review visible existing conditions;

1.0.1.3 Provide a Schematic Design plan for cost estimating to confirm project is on budget; and

1.0.1.4 _____.

1.0.2 Design Development

1.0.2.1 Prepare materials plans and details to communicate design intent assisting in pricing; and

1.0.2.2 Coordinate _____.

1.0.3 Construction Documents

1.0.3.1 (2) Two meetings with the Owner to review progress drawings, review goals, budgets, schedule;

1.0.3.2 Materials Plans and Details;

1.0.3.3 Layout Plan; and

1.0.3.4 Specifications: Final specifications for aforementioned work will be Construction Specification Institute (CSI) format.

1.0.4 DSA Submittal for review and permitting.

1.0.5 Bidding

1.0.5.1 Assist Owner with bidding, as required.

1.0.6 Construction Administration may include reviewing contractor's submittals, responding to contractor's request for information, providing supplemental information and three (3) visits to the site at intervals appropriate to the stages of job construction and at completion to determine general conformity of the work to the plans and specifications as applied to each area independently as listed above. This is not a full-time or exhaustive inspection and the Consultant shall not be responsible for job safety, construction methods or sequences, or work that has been negligently and incorrectly installed by the contractor.

1.0.6.1 Respond to Requests for Information;

- 1.0.6.2 Review contractor's submittals; (1) one re-submittal will be accepted; any further resubmittal will be reviewed and charged as additional services;
- 1.0.6.3 Provide supplemental information and clarifications as required;
- 1.0.6.4 Attend three (3) site visits during construction:
 - 1.0.6.4.1 One (1) Site observation to review contractor's work and progress.
 - 1.0.6.4.2 One (1) Site visit and punch list at Substantial Completion; and
 - 1.0.6.4.3 One (1) Site visit and punch list backcheck and final completion inspection.
- 1.0.6.5 Further site visits, if requested, will be billed as additional services per the hourly rate listed herein.
- 1.0.7 Close Out
 - 1.0.7.1 Provide close out support as required.

1.1. Basic Services.

- 1.1.1. Consultant shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
- 1.1.2. Consultant will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Consultant shall track for District's benefit all such suggested and disclosed information.

1.2. Construction Oversight Process. Prior to commencement of construction, Consultant shall:

- 1.2.1. Ensure that the Project Inspector is approved by the DSA prior to requesting issuance of project inspections cards.
- 1.2.2. Request issuance of the proper number of project inspection cards from DSA after the construction contract has been awarded and provide project inspection cards to the Project Inspector.

1.2.3. Prepare the Statement of Structural Tests and Special Inspections and submit to DSA. Then provide approved forms to the Project Inspector and Laboratory of Record.

1.2.4. Prepare Contract Information form (form DSA-102 or more current) for all construction contracts and submit to DSA.

1.3. Observation of the Construction. Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.

1.4. Interim Verified Reports. Consultant shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA-152 prior to the Project Inspector signing off that section of the project inspection card.

1.5. Final Verified Report. Consultant shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.

EXHIBIT B
HOURLY BILLING RATES FOR ADDITIONAL SERVICES

Additional services, if requested and authorized in writing by the District beyond those listed under Exhibit A Scope of Services will be on an hourly basis charged at:

Principal	\$ _____
Associate Principal	\$ _____
Senior Associate	\$ _____
Associate	\$ _____
Clerical	\$ _____

If, after the preliminary landscape plan has been approved, the District makes a decision which, for its proper execution, involves additional services and expenses for changes in the drawings, specifications, or other documents, or if the Consultant be put to labor or expense by delays caused by the District, the Consultant is to be paid by the District for such additional services, expenses, or legal fees that may be incurred.

EXHIBIT C
SCHEMATIC DESIGN LAYOUT OF SCOPE OF WORK

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in relevant part:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to District that I am a representative of Consultant entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

- ☐ The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.
- ☐ Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

- ☐ Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code Section 45122.1.

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

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT B

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Sections 2202-2208)

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

☐ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT