



Ventura County Community College District

PURCHASING DEPARTMENT

DATE: September 24, 2020
TO: All Bidders
FROM: Jo Nell Miller, Purchasing Specialist
SUBJECT: Addendum 2 – RFP 612 Ventura College Facilities Master Plan

This addendum is hereby made part of the Contract Documents to the same extent as though it was originally included therein and takes precedence over the original documents. The outdated pages must be replaced with any updated and/or changed pages when submitting your proposal. Acknowledge receipt of all addenda on the proposal submission.

The opening remains on **Wednesday, September 30, 2020**. Proposals must be received no later than **5:00 p.m.** at 761 E Daily Drive, Suite 200, Camarillo, CA 93010. Properly mark the outside of the exterior envelope on your submitted proposal with the RFP Number and Name according to the requirements stated in the proposal packet directions.

It is the responsibility of the bidder to verify that their proposal has been received by the VCCCD Purchasing Department prior to the opening date. Verification of receipt can be made through the listed Purchasing Specialist.

This is in response to questions submitted in writing via email as of deadline Tuesday, September 22, 2020 by 3:00 p.m. No further questions will be accepted.

Please note the revisions (in bold) on the **Request for Proposals** listed as:

2. DESCRIPTION OF THE PROJECT B. Summary of Services

1.4) Evaluate and provide a general assessment of the physical condition and projected lifespan of all facilities

1.9) Prepare a general assessment to correct current and upcoming physical and regulatory deficiencies.

1. Is there an anticipated schedule for which these services are to be started and completed? If so, please provide. **Once a firm has been recommended by the District committee, the VCCCD Board of Trustees will take action for approval. Recommendation to the VCCCD Board of Trustees is anticipated to be at the December 2020 or January 2021 Board meeting. Upon award, the selected firm will receive notification of award and intent to start the project. Final deliverable to be submitted within 12 months after award of contract.**
2. Regarding Required Information F: Fees – are you requesting the actual fees for the work, or just our method for charging fees, and fees will be negotiated at a later date with the selected team? **The RFP response must include the actual fees being charged for the services, either by time and materials, flat rate, lump sum or a combination of fee methods.**
3. The current Facilities Master Plan dates are 2017 – 2023 and it appears to have been updated in 2020. How does this new FMP relate to this existing one? Does it replace or build upon the current one? Please explain the relationship between the two. **The proposed**



Ventura County Community College District

PURCHASING DEPARTMENT

Facilities Master Plan should consider content of the previous/existing master plan; however, it will be a new/replaced plan.

4. Will any of the FMP firms (prime and sub-consultants) be excluded from future building design pursuits? **FMP firms will not be excluded from future building design pursuits.**
5. Would the District please consider accepting a digital submission (either via email or file delivery service) versus the original hardcopy and nine copies requested in the RFP? Our firm is working remotely and has been submitting proposals electronically over the last few months. **No exceptions. Hard copies are required.**
6. Can you advise if the selected team will be precluded from pursuing work coming out of this Master Plan effort? **FMP firms will not be excluded from future building design pursuits.**
7. In Section 3. A. of the General Instructions, it is noted that a Certification of Proposal Form should be filled out and submitted, however we have not located this document on the procurement site or within the RFP documents. Can you provide the location of this document, or a copy of it? **VCCCD Certificate of Proposal is not included or required to be submitted.**
8. Will the FMP architect be precluded from pursuing building projects during the FMP implementation phase? **FMP firms will not be excluded from future building design pursuits.**
9. Will the FMP subconsultants (i.e. civil engineer, mep engineer, structural engineer, landscape architect, etc.) be precluded from pursuing building projects during the FMP implementation phase? **FMP subconsultant firms will not be excluded from future building design pursuits.**
10. Will you please confirm that hard copies of our proposals are required as outlined in the RFP? (Most owners are currently only accepting digital copies due to the global pandemic.) **Hard copies of proposals are required as outlined in the RFP.**
11. Will you please confirm that campuses that will be included in the FMP process? **This RFP is specifically for Ventura College.**
12. We would typically include a Technology/AV/Information Technology consultant as part of our team for a FMP. You have not listed this discipline among the consulting engineers needed on page 4 of the RFP. Is that because the district already has a recently completed technology master plan? Should we include a technology consultant on our team for the FMP? **Listing a Technology/AV/Information Technology consultant is acceptable but not required. The College's technology master plan link is included in the RFP Addendum #1.**



Ventura County Community College District

PURCHASING DEPARTMENT

13. Under Information Required, Item F, Fees, we are asked to describe our process for charging fees for this effort. Item F does not ask us to submit a fee proposal for this project. Page 5, Item 4 outlines the selection criteria that will be evaluated in our proposals. Fee is one of the criteria. Are we to submit a complete fee proposal at this time? **We are expecting total cost for the project and the fee structure/method for charging those fees.**
14. There are 2 forms at the end of the RFP document: the drug-free workplace certification and the non-collusion affidavit. These forms aren't listed in the proposal response requirements. Are we required to submit these forms in our proposal? **Yes**
15. Item 6, Attachments, lists an Architectural Services Agreement, and indicates 'electronic.' How may we obtain a copy of this agreement in order to review and confirm that we can agree to your terms? **A sample DRAFT is attached.**
16. Item 6, Attachments, lists the Standard Form 330, but the SF 330 is not included in the list of Information Required on pages 3-6. Are we required to include our firm's SF 330 Form in our proposal? **Per Addendum #1, Standard Form 330 is not required for this RFP.**
17. Do you anticipate extending the bid due date? **No.**
18. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid? **Additional information has been provided in Addendum 1. The recommendation of award bid will be selected by a committee using the District's evaluation criteria.**
19. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free? **No.**
20. Other than your own website, where was this bid posted? **The Ventura County Star on 09/08/20 and 09/13/20.**
21. My firm will be teamed in this RFP pursuit and I wanted to ask if the District could provide a building list with representative square footage for each campus? **Access to Ventura College's FUSION database has been submitted to companies that requested access. If your company has yet to request access, please submit your request to jonellmiller@vcccd.edu.**
22. Section 1 General Information notes the FMP will services as a guide for "campus development over a six-year period." Please specify which six-year period. **2021-2026.**
23. Regarding 2.B Summary of Services:
 - a. 1.4 Evaluate the physical condition and projected lifespan of all facilities: Will Facility Condition Index / Assessment reports be available for all buildings? If yes, how old are the reports? **Reports are not available, some information is available through FUSION.**



Ventura County Community College District

PURCHASING DEPARTMENT

- b. 1.14 Evaluate current and future human, financial and material resources: Please elaborate on the type of evaluation desired. **These are common evaluations included in most Facilities Master Plans including, but not limited to, staffing capabilities, budgetary considerations, and forecasting.**
- c. 1.21 Attend eight (8) dates on-campus to meet with assigned committee(s), etc.:
- i. Please confirm that these 8 dates of on-campus meetings are exclusive of days on campus for the building assessment work. **Yes.**
 - ii. During COVID-19 restrictions, can these meetings be held virtually? **Yes, in response to COVID-19 restrictions.**
24. What is the anticipated Facilities Master Plan project start date? **Approximately late January 2021.**
25. Does the College/District have a desired Facilities Master Plan completion timeframe and/or desired end date? **Approximately 12 months after award of RFP.**
26. What master planning scope is the College/District anticipating that an Acoustical consultant is being requested? **In anticipation of certain potential renovations including, but not limited to, the Performing Arts Center and Sportsplex.**
27. Regarding 3.F Fees: The RFP says, “Indicate the fee method and schedule for the type of services requested by the College.” Please clarify if the College/District is requesting our specific fee amount for the scope of services. What is meant by “fee schedule?” **The RFP response must include the actual fees being charged for the services, either by time and materials, flat rate, lump sum or a combination of fee methods.**
28. Exhibits – are we required to fill out the Drug Free Workplace Certification and Non-Collusion Affidavit as part of the proposal submission, or is that an FYI for the contract? **The Drug Free Workplace Certification and Non-Collusion Affidavit must be submitted with the proposal.**
29. The RFP states the following for submissions: “Nine (9) copies of RFP proposals, enclosed in a sealed envelope, shall be addressed and delivered to Ventura County Community College District Service Center, Attn: Purchasing Department, 761 East Daily Drive, Suite 200, Camarillo, CA 93010, before the time stated in the RFP Packet. Each envelope shall bear the Number of the RFP, Title of the RFP and the Name of the Bidder. No electronic (e-mail) or fax RFPs or amendments to RFPs shall be accepted. All RFP proposals must include a signed and dated RFP Form to be eligible for consideration. RFP Form must be signed by a responsible officer of the bidding company in order to be considered.” Where can we find the RFP form to sign and submit? **One (1) original and Nine (9) copies for a total of 10 submissions are required. VCCCD RFP form is not included or required to be submitted.**
30. RFP states the following: “All items on the Bidder submitted Certification of Proposal Form should be filled out. Any pricing numbers should be stated in figures. Pricing information



Ventura County Community College District

PURCHASING DEPARTMENT

should be without interlineations, alterations or erasures. Any corrections must be noted by affixing, in the margin immediately opposite the correction, the initials of the person signing the RFP.” Can you please clarify what the Certification of Proposal form is? VCCCD Certificate of Proposal is not included or required to be submitted.

31. Is the successful bidder for the Ventura College FMP precluded from pursuing subsequent projects at the campus that come after and are identified in the new FMP? **No.**
32. Will there be any updates to the Education Master Plan that should be accounted for in the new FMP? **Current Educational Master Plan runs through 2023. We do not anticipate updates prior to 2023.**
33. Will presentations to the Board of Trustees be required? If yes, how many are anticipated, and would these be virtual or in-person? **Not yet determined.**
34. Will community outreach or Town Hall meetings be desired or required? If yes, how many town hall meetings would be anticipated? **Anticipating attendance at one community meeting. The College Area Community Council meets monthly.**
35. Will access to the Fusion database be provided to the successful team? **Yes.**
36. Is the College’s space inventory currently up-to-date? **Yes**
37. Have the 2016 Sustainability Plan goals identified to be implemented by 2020 been achieved? **No.**
38. Does the College have comprehensive record drawings for the existing facilities available for the successful team? **Ventura College has original approved drawings, not record drawings.**
39. Does the College have a current Accessibility Transition Plan available for the successful team? **No.**
40. Does the College have recent utility survey information available for the successful team? **No.**
41. Does the College have recent geotechnical information available for the successful team? **No.**
42. Does the College have recent topographic survey information available for the successful team? **No.**
43. Has a hazardous material assessment of existing campus buildings been conducted? **No.**
44. Does the College have a campus stormwater management plan available for the successful team? **Stormwater management is discussed in the Ventura College Sustainability Plan.**



Ventura County Community College District

PURCHASING DEPARTMENT

45. Can you clarify whether the 2017-2023 FMP (revised in April 2020) should serve as a starting point for the tone and framework of the new FMP? Are there specific parts of the previous document that are still applicable? **The April 2020 revision could serve as a starting point. The 2004 document is probably not applicable.**
46. Although not mentioned in the RFP. Our team would like to confirm if environmental analysis would not be part of this project. **The environmental analysis is not part of the project.**
47. Would it be acceptable with the District if our RFP response was in 11x17 format? **Yes.**
48. What level of assessment will be required for the FMP - regarding existing buildings, interiors, and associated infrastructure? **General, mid-level assessment.**
49. What level of assessment has already been completed? **Very general, not as detailed as even a mid-level assessment.**
50. Has the College conducted a recent ADA Accessibility Compliance Review of the site and buildings? If not, will it be a requirement? **Please refer to revision for Section B, item 1.9 (Page 1 above).**
51. Have all buildings on campus been evaluated for seismic performance/deficiency rating? **No.**
52. Is there a document that describes planned developments(i.e. housing, retail etc.)in the adjacent neighborhoods surrounding the campus? **No.**
53. Is future on campus or off campus housing being considered? **It has been considered previously but is on hold until a feasibility study may be conducted.**
54. Is there an incentive for students to use public transportation? Are existing or planned partnerships with the local transit authority in place? **Yes, All VCCCD students may ride the bus for free with their student ID.**
55. Will student engagement be part of the FMP process? And if so, to what extent? **Student voices will be important to this process. Students will be invited to charrettes, and draft of plan will need to be presented to the Associated Students of Ventura College.**
56. Page 2 section 1A states: "Each organization submitting a proposal shall submit an original plus nine copies" (for a total of 10). However, in the General Bidding Instructions on page 9 of the PDF, Section 3d, it states "Nine (copies) of the RFP proposals, enclosed in a sealed envelope, shall be addressed and delivered". Are we to submit 9 copies or 10? **1 original and 9 copies (totaling 10) must be received no later than 5:00 p.m., Wednesday, 09/30/20.**



Ventura County Community College District

PURCHASING DEPARTMENT

57. The General Bidding Instructions on Page 9 of the PDF, Section 3d state: “All RFP proposals must include a signed and dated RFP Form to be eligible for consideration”. We do not see an RFP form in the attachments. Can you please provide us with the required form? **VCCCD Certificate of Proposal is not included or required to be submitted.**
58. The proposal requirements do not mention the Drug-Free workplace certification or the Non-Collusion affidavit. Are we to include these forms as attachments? **Yes, both must be submitted with the proposal.**
59. The list of attachments (section 6, page 7) shows the Standard Form 330. This is not attached, nor is it mentioned in the proposal instructions. Are we to use this form to format our response? **Per Addendum #1, Standard Form 330 is not required for this RFP.**
60. The list of attachments (section 6, page 7) shows the J. Architectural Services Agreement. This is not attached, nor is it mentioned in the proposal instructions. Can you please provide this to the teams? **A sample DRAFT is attached.**
61. PDF page 8/13 (Page 7: Item 6H, Link to the instruction calendar does not work; please provide updated link or documentation of the calendar(s). **This link is launching properly so you may need to try using different browsers.**
https://www.venturacollege.edu/sites/venturacollege/files/apply-and-enroll/academic-calendar/2020-2021-instructcalendar-summerincl-rev.11.04.19_2.pdf
62. Will the selected team be precluded to submit on other projects on the Ventura College campus? **No.**

End of Section



VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

761 E Daily Drive, Suite 200
Camarillo, CA 93010
805-652-5500

CONTRACT FOR ARCHITECTURAL SERVICE

THIS CONTRACT made and entered into on _____, 2020 by and between the **VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter called the **DISTRICT**, and _____, hereinafter called the **ARCHITECT**.

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **ARCHITECT** shall furnish labor and materials to the **DISTRICT** for a total contract price of _____ (\$ _____) the following services:
Architectural Services for RFP 612 Ventura College Facilities Master Plan.
2. The start date for this contract is _____, until service is completed.
3. The Architect shall not commence services under this Contract until the insurance required under Paragraph 23 of the Terms and Conditions and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. **Payment Schedule - Payment for the services shall be made incrementally as follows: Design Development Phase (20%); Construction Document Phase (42%); Bidding Phase 3%; Construction Contract Administration Phase (32%); Post Construction Phase (3%).**
5. Coordination, inspection and acceptance shall be performed by Orlando de Leon, Director of Facilities of Ventura College Facilities for the District, or his authorized representative.
6. This Contract includes the general terms and conditions as printed and set forth on the following pages, and the Architect, by executing this Contract, agrees to comply with all such general terms and conditions.
7. Reimbursable Expenses for costs of a non-capital nature reasonably and necessarily incurred by Architect to perform the Basic Services or authorized Additional Services, including postage, delivery, office supplies, plans, prints, or photographs necessary to complete the basic or authorized additional services, as limited below.
8. IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

____ Specifications/Scope of Services Statement
____ Certificate of Insurance naming District as Additional Insured & Policy Endorsements
____ Purchase Order Number: _____
____ Architect's Proposal/Quotation:
____ Architect's Affidavit
____ Other _____

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

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. To comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable.

TYPE OF BUSINESS ENTITY

- _____ Individual
- _____ Sole Proprietorship
- _____ Partnership
- _____ Corporation
- _____ Other

TAX IDENTIFICATION

- _____ Employer Identification
- _____ Social Security Number

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Agreement, including all contract documents referred to herein.

ARCHITECT

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Name: _____

Name: _____

Title: _____

Title: _____

Signature _____

Signature _____

Date: _____

Date: _____

License: _____

Address: _____

Phone: _____

Email: _____

ARCHITECT'S AFFIDAVIT

I, _____, do solemnly swear, depose and say that the foregoing contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the contract is genuine and not collusive or sham; that the District has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that the District has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the District or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in this contract; that all statements contained in my bid/proposal are true; and further, that the District has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee or consideration of value to any individual, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to secure this contract. I also affirm that the taxpayer I.D. number cited above is accurate. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ (Signature) _____ (Date)

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the issuance of an appropriate purchase order at any time within ninety (90) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.
2. **SITE EXAMINATION.** Architect must examine the site and certify all measurements, specifications and conditions affecting the services to be performed at the site. By submitting their quote the Architect warrants that they have made such site examination, as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions of the site.
3. **EQUIPMENT AND LABOR.** The Architect shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the professional services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.
4. **CONSULTANTS.** Architect agrees to bind every Consultant by terms of the contract as far as such terms are applicable to Consultant's services. Nothing contained in the contract documents shall create any contractual relations between any Consultant and the District.
5. **SAFETY AND SECURITY.** It shall be the responsibility of the District to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when students are present.
6. **DEFAULT BY ARCHITECT.** When Architect, or any Consultant, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Architect, Consultant or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Trustees to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Architect, Consultant or vendor, as above stated, shall be a liability against the Architect and his sureties. The Board of Trustees reserves the right to cancel any articles or services which the Architect may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Architect provided satisfactory proof is furnished to the Board of Trustees, if requested.
7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District. The District, without invalidating the contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Architect agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from the District, and no claim for an addition to the contract sum shall be valid unless so ordered.
8. **WORKERS.** Architect shall always enforce strict discipline and good order among his employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Architect whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.
9. **SUBSTITUTIONS.** No substitutions of materials or service from those specified in the Scope of Work shall be made without the prior written approval of the District.
10. **DISTRICT SUPERVISION.** When necessary, Architect shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of professional services.
11. **ACCESS TO WORK.** District representatives shall always have access to work wherever it is in preparation or progress.
12. **PROTECTION OF WORK AND PROPERTY.** The District shall always maintain, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or of work or of adjoining property, District, without special instruction or authorization from District, is permitted to act at his discretion

to prevent such threatened loss or injury.

13. **OCCUPANCY**. District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.
14. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER**. The District shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.
15. **FORCE MAJEURE CLAUSE**. The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
16. **HOLD HARMLESS AGREEMENT**. The Architect shall hold harmless and indemnify, but have no obligation to defend the District from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of services on the property under the terms of this contract, to the extent actually caused by the negligent acts or omissions of the Architect, any Consultant, or any employee, agent, or representative of Architect and/or its Consultants.
17. **PAYMENT**. Unless otherwise specified, the Architect shall render invoices referencing the Contract/Purchase Order Number for materials delivered or services performed under the Contract/Purchase Order. The District shall make payment for materials, supplies or other services furnished under this Contract in lump sum as agreed within thirty (30) days after delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld). Certified payroll records will be required at completion of work, if required by law for the work performed, prior to invoice payment. Included in the contract price for Architect's services hereunder, the Architect shall be paid Reimbursable Expenses not to exceed **\$500.00** for costs of a non-capital nature reasonably and necessarily incurred by Architect to perform the Basic Services or authorized Additional Services, including postage, delivery, office supplies, plans, prints, or photographs necessary to complete the basic or authorized additional services.
18. **PERMITS AND LICENSES**. The Architect and all of his employees, agents, and Consultants shall secure and maintain in force, at Architect's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services, materials, or supplies herein listed.
19. **DISTRICT NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT**. While engaged in carrying out other terms and conditions of the purchase order, the Architect is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.
20. **ANTI-DISCRIMINATION**. It is the policy of the Ventura County Community College District's Board of Trustees that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Architect agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Architect agrees to require such compliance by all Consultants employed on the work by him.
21. **LABOR CODE**. The Architect shall comply with the applicable provisions of the California Labor Code 1771, including the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file on the California Department of Industrial Relations web site: www.dir.ca.gov/DIRdatabases.html.
22. **ARCHITECT'S AND CONSULTANT'S INSURANCE**. The Architect shall not commence services under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Architect shall not allow any Consultant, employee or agent to commence work on this contract or any subcontract until the insurance required of the Architect, Consultant, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Architect shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Architect shall require the Consultant similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Architect's Worker's Compensation Insurance.

B) **ARCHITECT'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** The Architect shall procure and shall maintain during the life of his contract, Architect's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Architect's Property Damage Insurance in an amount not less than \$1,000,000. Any Consultant employed in connection with the work shall maintain such insurance unless the Architect's insurance covers the Consultant and its employees.

C) **ARCHITECT'S PROFESSIONAL LIABILITY INSURANCE.** The Architect shall procure Professional Liability with minimum limits of at least \$1,000,000 on claims-made basis and any deductible or self-insured retention shall not exceed \$50,000. The Architect shall maintain in force during the performance of this Agreement and for four (4) years after completion of the Project, the Professional Liability Insurance coverage referenced above. The policies must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts, which happen before the effective date of the policy provided the claim is made during the policy period. This coverage will be in addition to any other insurance coverage required under this agreement.

23. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this public works project, or any Consultant agreeing to supply goods, services, or materials, and entering into a contract pursuant thereto, the Architect and/or Consultant do offer and agree to assign to the District all rights, title, and interest in and to all caused of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. The assignment shall be made and become effective at the time the District tenders final payment to the Architect without further acknowledgment by the parties.
24. **COMPLIANCE WITH LAWS.** Architect shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Architect observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Architect shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Architect's receipt of a written termination notice from the District. If Architect performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Architect shall bear all costs arising therefrom.
25. **CONTRACT CANCELLATION.** The District retains the right to cancel this contract upon thirty days written notice. Should the District issue such notice, **ARCHITECT** shall immediately cause all services in progress to stop within the prescribed time. The District will compensate per the hourly rates in the attached proposal for services rendered on this contract, including reimbursable expenses as defined above, if performed within the allotted time frame. **ARCHITECT** will deliver hard and electronic copies of all work products to District representative.
26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.
27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California.
28. **ATTORNEYS' FEES.** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.
29. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.
30. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were

included therein.

31. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the Ventura County Community College District by outside Architects or workers must meet all the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District Buildings.
32. **DAMAGE OF DISTRICT PROPERTY.** In the event of damage caused by any operation caused by the activities of the Architect, Architect agrees immediately to make all repairs and replacements necessary to the approval of the District, and at no additional cost.
33. **CONTRACTOR / SUBCONTRACTOR DIR STATUS.** In some instances, Architects and consultants work are subject to the Department of Industrial Relations registration requirements and Labor Code.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Page two of this contract must have the CSLB Registration number completed. This project may subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) if applicable. The phase-in timetable for this requirement can be found on the following link at <http://www.dir.ca.gov/Public-Works/SB854.html>