The Board shall act on posted items and shall not deliberate items that are not on the posted agenda. Persons desiring to address the Board may fill out a card and give it to the Recording Secretary.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Josué Hoyos at 485-9619. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

If you wish to speak, complete card available at entrance, give card to recording secretary, get recognition from the Chair. Persons desiring to address the Board on items not on the agenda may speak under item number “A.2” on the agenda. Public comment presentations will be limited to no more than 3 minutes each.

A. Board Study Session – 4:30 to 8:00 p.m., Staff Lounge, Deedy Student Services, Kentfield

1. Call to Order, Roll Call and Adoption of Agenda

2. Citizens’ Requests to Address the Board on Non-Agenda Items

3. Bond Modernization Workshop
   - Introduction to Design Concepts (4:30 to 4:45 p.m.)
     V-Anne Chernock
   - Presentations of Design Concepts for IVC Transportation Technology Complex (HKIT) and IVC New Main Building (VBN); Discussion by Board (4:45 to 6:15 p.m.)

4. Dinner Break (6:15 to 6:30 p.m.)

5. Presentations of Design Concepts for Fine/Performing Arts Complex (MWDL) and Science/Math Complex (Anshen & Allen); Discussion by Board (6:30 to 8:00 p.m.)

6. Recess
REGULAR MEETING AGENDA
Staff Lounge, Deedy Student Services, Kentfield – 8:00 p.m.

B. Reconvene to Regular Meeting (8:00 p.m.)

1. Call to Order (1 minute)

2. Board Reports (10 minutes)
   a. Capital Fundraising Committee Report (Trustees Hayashino and Treanor)

3. Consent Calendar Items (Roll Call Vote) (5 minutes)
   The Superintendent/President recommends that the Board of Trustees approve the following Consent Calendar Items:

   A. Modernization (Measure C) Contracts
      1. Professional Services Contracts
         a. New Short Form Contracts - none
         b. New Long Form Contracts – see below
         c. Full Contracts/Ratifications - none
         d. Amendments (Short Form Contract) - none
         e. Amendments (Long Form Contract)
            (i) PE Complex Photovoltaic Design Services
                Alfa Tech Cambridge Group, Inc. – Amendment #7
            (ii) Extension of Disposal Process Services
                Transitions – Amendment #1
            (iii) PE Complex Utility Extension Design Services
                CSW/Stuber-Stroeh Engineering Group – Amendment #6

4. Other Action Items (15 minutes)
   The Superintendent/President recommends that the Board of Trustees approve the following Action Items:

   A. 2007 CCCT Board Election

   B. Approve PE Complex Design Services (Project #308B) – Kwan Henmi Architecture/Planning, Inc. Long Form Contract

   C. Response to Marin School of Arts and Technology (MSAT) Request for Lease Extension

5. Information Items (1 minute)

   A. Contracts for Designated Approval

6. Adjournment
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: PE Complex Photovoltaic Design Services – Alfa Tech Cambridge Group, Inc. – Amendment # 7
Reason for Board Consideration: CONSENT APPROVAL

BACKGROUND:

The District’s expressed intent is to have an alternative energy system provide 50% of the electrical power service for the modernized PE Complex. Crystalline photovoltaic (PV) solar panels have been identified as the most efficient system. As this project is more a strict engineering project, the District wishes to assign this work to Alfa Tech Cambridge Group, Inc. This project will be designed and bid as a separate special package, distinct from the PE Complex project. Alfa Tech’s contract, executed on August 31, 2005, includes six previously approved amendments. Amendment #7, to cover professional design services for PV systems, is presented herein for approval, as follows:

Amendment # 7  $ 198,740.00

Alfa Tech Cambridge Group, Inc. will develop design documents for crystalline Photovoltaic solar energy panels and supporting structures, suitable for permitting by DSA and bidding by PV trade contractors. The firm will also provide oversight and construction phase services.

FISCAL IMPACT:

Amendment # 7 will be paid from Measure C bond funds. The total amount of this contract to date is $1,101,572.50.

<table>
<thead>
<tr>
<th>Original Contract Amt</th>
<th>Amendment # 1</th>
<th>Amendment # 2</th>
<th>Amendment # 3</th>
<th>Amendment # 4</th>
<th>Amendment # 5</th>
<th>Amendment # 6</th>
<th>Amendment # 7</th>
<th>Total Amended Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 487,035.00</td>
<td>$ 64,080.00</td>
<td>$ 139,110.00</td>
<td>$ 68,500.00</td>
<td>$ 40,000.00</td>
<td>$ 6,907.50</td>
<td>$ 97,200.00</td>
<td>$ 198,740.00</td>
<td>$1,101,572.50</td>
</tr>
</tbody>
</table>

- District-wide master planning
- District-wide Security Assessment
- Photometric Study, exterior lighting; assessment & evaluation report; Master Planning assistance; grant funding application assistance; develop baseline data for gas, water, sewer & electrical utilities for each building & develop evaluation of primary utility infrastructure.*
- Project specific expanded design & construction phase scopes for Larkspur Annex Demolition (Project # 321A)
- Energy modeling for KTD projects
- Study on Emerging Solar Technologies
- Develop District Security Standards
- Geothermal field test bores; KTD and IVC
- Photovoltaic energy system design for PE Complex (Project #308B)

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment # 7 to Alfa Tech Cambridge Group, Inc. in the amount of $ 198,740.00 for engineering design services.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
AMENDMENT 7

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and

Alfa Tech Cambridge Group, Inc.

March 27, 2007

AMENDMENT 7 TO APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

APPENDIX A

1. Additional Services

   Task List:

   Task 1  Develop design documents for crystalline Photovoltaic (PV) solar energy panels and supporting structures, suitable for permitting by DSA and bidding by PV trade contractors. This PV project will constructed at the Diamond PE Complex site and provide one half of the facility's electric power.

END OF AMENDMENT 7 TO APPENDIX A
AMENDMENT 7 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

1. Amount of Compensation for Services to Architect

1.1. Original Long Form Contract Amount $487,035.00

1.2. Total Amendment #1
   District-wide Security Assessment $64,080.00

1.3. Total Amendment #2
   Photometric Study, exterior lighting; assessment & evaluation report; Master Planning assistance; grant funding application assistance; develop baseline data for gas, water, sewer & electrical utilities for each building & develop evaluation of primary utility infrastructure.
   * Project specific expanded design & construction phase scopes for Larkspur Annex Demolition (Project #321A) $139,110.00

1.4. Total Amendment #3
   Energy modeling for KTD projects $68,500.00

1.5. Total Amendment #4
   Study on Emerging Solar Technologies $40,000.00

1.6. Total Amendment #5
   Develop District Security Standards $6,907.50

1.7. Total Amendment #6
   Perform test bores at Kentfield and Indian Valley to determine
   Thermal conductivity for application in heating and cooling systems.
   Included are tests and computer modeling for each site. $97,200.00

1.8. The Task List for Work as described in AMENDMENT 7 to Appendix A shall be as follows:

   Task 1
   Develop design documents for crystalline Photovoltaic (PV) solar energy panels and supporting structures, suitable for permitting by DSA and bidding by PV trade contractors. This PV project will constructed at the Diamond PE Complex site and provide one half of the facility’s electric power.

   Total Amendment #7 $198,740.00

Total Contract Amount $1,101,572.50

Notes

1. Invoices for all tasks in Appendix B above shall be invoiced by percentage complete.

END OF AMENDMENT 7 TO APPENDIX B
AMENDMENT 7 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 7 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1. Develop design documents for crystalline Photovoltaic (PV) solar energy panels and supporting structures, suitable for permitting by DSA and bidding by PV trade contractors. This PV project will constructed at the Diamond PE Complex site and provide one half of the facility’s electric power.</td>
<td>5/1/07</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 7 TO APPENDIX C
AMENDMENT 7 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 7 to Appendix A – Scope of Work

   The deliverables required include without limitation the following items in electronic format:

   Task 1  Report including field and lab results, computer modeling and recommendations for geothermal conductivity application for each campus.

END OF AMENDMENT 7 TO APPENDIX D
AMENDMENT 7 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

"No Changes"

END OF AMENDMENT 7 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 7 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and Alfa Tech Cambridge Group, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By _______________________________ Date ________________

Al Harrison
Vice President College Operations

Alfa Tech Cambridge Group, Inc.
Partner

By _______________________________ Date ________________

______________________________ Its____________________
BACKGROUND:

Transitions...managing change in the workplace, inc. (Transitions) has been performing disposal of surplus property services for the District since November 2005. Originally the Transitions team was contracted to organize and supervise the liquidation of items prior to the start of the 2006-2007 academic year. The disposal of specialty items such as the sale of the looms, disposal of tires, metals, transport carts, etc. has exceeded the original disposition strategy. Due to the needs of the District to conclude this initial phase of disposal of surplus property process this added effort has resulted in the cost increase noted herein.

Amendment # 1 $ 19,775.00

Transitions will be allowed to successfully conclude this phase of disposal and establish a series of procedures for the District staff to continue with this program.

FISCAL IMPACT:

Amendment # 1 will be paid from Measure C bond funds. The total amount of this contract to date is $353,854.00.

Original Contract Amt $ 353,854.00 Furniture, Fixtures & Equipment (FF&E) Consultant
Amendment # 1 $ 19,775.00 Extension of disposal process
Total Amended Contract Amount $ 373,629.00

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment # 1 to Transitions, Inc. in the amount of $19,775.00 for FF&E disposal coordination services.
AMENDMENT 1

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and

Transitions...managing change in the workplace, inc.

March 27, 2007

AMENDMENT 1 TO
DEFINITIONS
AND
SECTION 4 – COMPENSATION
AND
APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement
(Agreement) dated June 13, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT (District)
and Transitions...managing change in the workplace, inc. (Consultant).

1. Definitions
   No change.

2. Term of Agreement
   No change

3. Services Consultant Agrees to Perform
   No change

4. Compensation

   4.6    District shall retain ten percent (10%) of each invoice until completion of all Services
   under this Agreement by the Consultant. Retained portions shall be released with the final
   payment provided Consultant has satisfactorily performed its obligations under this Agreement.
   Except to the extent provided by California Civil Code 3320 (including successor statutes), in no
   event shall District be liable for interest, late charges, penalties or other amounts for any late
   payments.

   Per this Amendment delete Section 4.6 in its entirety.

APPENDIX A

1. Additional Services

   Task List:

   Task 1 Consultant shall continue to coordinate FF&E disposal efforts as directed and aid the
   District in establishing a set of procedures suitable for District Staff to take over the ongoing
   disposal needs once this initial phase is concluded.

END OF AMENDMENT 1 TO APPENDIX A
AMENDMENT 1 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Architect of the Professional Services Agreement (Agreement) dated June 13, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Transitions...managing change in the workplace, inc. (Consultant).

1. **Amount of Compensation for Services to Architect**

   1.1. **Original Long Form Contract Amount** $353,854.00

   1.2. The Task List for Work as described in AMENDMENT 1 to Appendix A shall be as follows:

       Task 1 Consultant shall continue to coordinate FF&E disposal efforts as directed and aid the District in establishing a set of procedures suitable for District Staff to take over the ongoing disposal needs once this initial phase is concluded.

       $19,775.00

   **Total Amendment # 1** $19,775.00

**Total Contract Amount** $373,629.00

**Notes**

1. Invoices for all tasks in Appendix B above shall be invoiced by percentage complete.

   **END OF AMENDMENT 1 TO APPENDIX B**
AMENDMENT 1 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated June 13, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Transitions…managing change in the workplace, inc. (Consultant).

The following table is a list of activities to be performed by Architect, District and other parties with regard to work authorized under AMENDMENT 1 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1. Complete initial phase of FF&amp;E disposal coordination services</td>
<td>6/30/07</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 1 TO APPENDIX C
AMENDMENT 1 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated June 13, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Transitions…managing change in the workplace, inc. (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 1 to Appendix A – Scope of Work

The deliverables required include without limitation the following items in electronic format:

Task 1

Consultant shall continue to coordinate FF&E disposal efforts as directed and aid the District in establishing a set of procedures suitable for District Staff to take over the ongoing disposal needs once this initial phase is concluded..

END OF AMENDMENT 1 TO APPENDIX D
AMENDMENT 1 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated June 13, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Transitions...managing change in the workplace, inc. (Consultant).

“No Changes”

END OF AMENDMENT 1 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services Agreement dated June 13, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT and Transitions...managing change in the workplace, inc.

MARIN COMMUNITY COLLEGE DISTRICT

By _______________________________ Date __________________

Al Harrison
Vice President College Operations

Transitions...managing change in the workplace, inc.
Principal

By _______________________________ Date __________________

______________________________
Its ____________________
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: March 27, 2007

Subject: PE Complex Utility Extension Design Services – CSW/Stuber-Stroeh Engineering Group – Amendment # 6

Reason for Board Consideration: CONSENT APPROVAL

<table>
<thead>
<tr>
<th>Enclosure(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment # 6</td>
</tr>
</tbody>
</table>

BACKGROUND:

The PE Complex has no direct physical connection to the District’s IT infrastructure. Data signals are “airborne” between a transmitter and receiver system which has been occasionally blocked by overgrown trees. This project will provide the necessary conduits to physically link the Main Campus and PE Complex. This project will be designed and bid as a separate special package, distinct from the PE Complex Modernization project. CSW’s contract, executed on August 31, 2005, includes five previously approved amendments. Amendment #6 will cover the design services, bid assistance and construction phase coordination, and is presented herein for approval, as follows:

**Amendment # 6** $ 18,550.00

CSW/Stuber-Stroeh Engineering Group will develop construction bid documents for extension of three conduits from the Building TB-1 on the Main Campus, across College Avenue (County Right-of-Way) to the PE Complex. CSW/Stuber-Stroeh Engineering Group will also provide oversight and construction phase services.

FISCAL IMPACT:

Amendment # 6 will be paid from Measure C bond funds. The total amount of this contract to date is $850,152.

<table>
<thead>
<tr>
<th>Original Contract Amt</th>
<th>$436,067.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment # 1</td>
<td>$21,560.00</td>
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<tr>
<td>Amendment # 2</td>
<td>$188,755.00</td>
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<tr>
<td>Amendment # 3</td>
<td>$87,010.00</td>
</tr>
<tr>
<td>Amendment # 4</td>
<td>$12,040.00</td>
</tr>
<tr>
<td>Amendment # 5</td>
<td>$86,170.00</td>
</tr>
<tr>
<td>Amendment # 6</td>
<td>$18,550.00</td>
</tr>
</tbody>
</table>

**Total Amended Contract Amount** $850,152.00

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment # 6 to CSW/Stuber-Stroeh Engineering Group in the amount of $ 18,550.00 for engineering design services.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
AMENDMENT 6

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
CSW/Stuber-Stroeh Engineering Group, Inc.

March 27, 2007

AMENDMENT 6 TO DEFINITIONS
AND
SECTION 4 – COMPENSATION
AND
APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group. (Consultant).

1. Definitions
   No change.

2. Term of Agreement
   No change

3. Services Consultant Agrees to Perform
   No change

4. Compensation

4.6 District shall retain ten percent (10%) of each invoice until completion of each Project/Task under this Agreement by the Consultant. Retained portions shall be released with the final payment for each Project/Task provided Consultant has satisfactorily performed its obligations under this Agreement. Except to the extent provided by California Civil Code 3320 (including successor statutes), in no event shall District be liable for interest, late charges, penalties or other amounts for any late payments.

Per this Amendment delete Section 4.6 in its entirety.

APPENDIX A

1. Additional Services

Task List:

Task 1 Develop construction bid documents for extension of three conduits from Building TB-1 on the Main Kentfield Campus, across College Avenue (County Right-of-Way) to the PE Complex. Services will also include bid assistance and construction phase activities.

END OF AMENDMENT 6 TO APPENDIX A
AMENDMENT 6 to Appendix B - Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B - Scope of Services of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant).

I. Amount of Compensation for Services to Consultant

Original Contract Amount $436,067
District-wide master planning and assessment

Total Amendment #1
Larkspur Annex Design (#321A) $21,560

Total Amendment #2
District-wide additional boundary, Local agency reviews, surveys, expanded scope at Lark Annex (#321A), initial scope analysis of IVC Creek Erosion (#419A) and IVC Storm Drain Repairs (#401A) $188,755

Total Amendment #3
Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan $87,010

Total Amendment #4
Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A) $12,040

Total Amendment #5
Design services for Kentfield West Bridge (#301A), supplemental topographic surveying for PE Complex (#308B) $86,170

Total Amendment #6
Design services for utility extensions to PE Complex (#308B) $18,550

Total Contract Amount $850,152.00

END OF AMENDMENT 6 TO APPENDIX B
AMENDMENT 6 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 6 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Documents &amp; Bid Package</td>
<td>4/30/07</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 6 TO APPENDIX C
AMENDMENT 6 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 6 to Appendix A – Scope of Work

The deliverables required include without limitation the following items in electronic format:

Task 1 Develop construction bid documents for extension of three conduits from Building TB-1 on the Main Kentfield Campus, across College Avenue (County Right-of-Way) to the PE Complex. Services will also include bid assistance and construction phase activities.

END OF AMENDMENT 6 TO APPENDIX D
AMENDMENT 6 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW Stuber-Stroeh Engineering Group, Inc. (Consultant).

No Changes.

END OF AMENDMENT 6 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 6 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and CSW Stuber-Stroeh Engineering Group, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ________________

Al Harrison
Vice President College Operations

CSW Stuber-Stroeh Engineering Group, Inc

By ___________________________ Date ________________

_________________________________ Its ________________
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees | Date: March 27, 2007
From: Superintendent/President | Item & File No. B.4.A
Subject: 2007 CCCT Board Election
Reason for Board Consideration: Enclosure(s):

APPROVAL

BACKGROUND:

The election of members of the CCCT Board of the Community College League will take place between March 10 and April 25, 2007. There are ten two-year vacancies and one one-year vacancy on the Board.

Each member community college district board of the League shall have one vote for each of the eleven vacancies on the CCCT Board. Only one vote may be cast for any nominee or write-in candidate. The ten candidates who receive the most votes will serve two-year terms. The eleventh top vote getter will serve a one-year term. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie. Election results will be announced at the CCCT annual conference.

The 18 trustees who have been nominated for election to the board are listed on the attached sheet, in the Secretary of State’s random drawing order.

Ballots must be signed by the Board secretary and Board President or Vice President and returned to the League office, postmarked no later than April 25, 2007.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees vote in the 2007 CCCT Board election.

Administrator Initiating Item
Frances L. White, Superintendent/President
2007 CCCT ELECTION
CANDIDATES IN RANDOM DRAWING ORDER

1. *Luis Villegas, Santa Barbara CCD
2. *Maria Elena Serna, San Joaquin Delta CCD
3. *Donald L. Singer, San Bernardino CCD
4. *Georgia L. Mercer, Los Angeles CCD
5. *Jeanette Mann, Pasadena Area CCD
6. Bill McMillin, Ohlone CCD
7. Tony Ubalde, Solano CCD
8. Donald Nelson, Victor Valley CCD
9. *Rosanne Bader, Mt. San Antonio CCD
10. John A. Rodgers, Kern CCD
11. Mary Figueroa, Riverside CCD
12. *Tom Clark, Long Beach CCD
13. Nancy C. Chadwick, Palomar CCD
14. Andrew Walzer, Santa Monica CCD
15. Bob Hughlett, Cerritos CCD
16. *Walter G. Howald, Coast CCD
17. *Charles H. Hayden, Desert CCD
18. *Andre Quintero, Rio Hondo CCD

* Incumbent
Marin Community College District
Kentfield, CA 94904

Board Agenda Item

To: Board of Trustees
From: Superintendent/President
Subject: PE Complex Design Services – Kwan Henmi Long Form Contract
Reason for Board Consideration:

Approval

Enclosure(s):
Affected contract pages

Background:

In September 2006 the Board of Trustees authorized the District to proceed with design services for programming the modernization of the Diamond PE Complex (Kentfield) and awarded a contract to Kwan Henmi Architecture/Planning for that work. Because execution of a long form contract is subject to the completion of the programming exercise and development of an approved cost model for the project, the Board also authorized a short form contract as “seed money” to allow the architect to proceed with their work.

The short form contract in the amount of $30,000, Amendment #1 in the amount of $450,000, Amendment #2 in the amount of $104,651, and Amendment #3 in the amount of $352,713 have been previously approved to cover programming, schematic and design development phases. Following approval of the long form contract template on March 13, 2007, the District and Kwan Henmi reached agreement on a long form contract, presented herein for approval, as follows:

- Only pages indicating differences from the long form template are presented in this package
- The following changes to the template are recommended, and will be incorporated into other contracts upon approval:
  - Section 2.8: added “in effect at the time of submission to DSA” – to clarify time of submittal
  - Section 3.1: added “reflecting confirmation of programming data developed by others” – to clarify services
  - Sections 6.2.3 and 6.6: changed “90%” to “95%” completion reviews to be closer to end of design phase
  - Section 7.2.1.1: changed “5%” to “7%” bid event to allow more flexibility in volatile construction market
  - Section 8.3.4: Section eliminated, not standard practice
  - Sections 8.8.2 and 11.1.11: added paragraphs to further clarify submittal review requirements
- All other changes in the contract are specific to Kwan Henmi (e.g., names, addresses) and do not change the substance of the contract.

Fiscal Impact:

This contract, in the amount of $2,015,500 (including the original short form contract and three amendments), will be paid from bond funds.

Recommendation:

The President/Superintendent recommends that the Board approve a long-form contract with Kwan Henmi Architects for design and construction phase architectural/engineering services for the Diamond PE Complex, Project 308B.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison
Vice President, College Operations
Marin Community College District

Marin Community College District
Measure C Bond
Capital Improvement Program

Professional Services Agreement

With

Kwan Henmi Architecture/Planning, Inc.

for the

COM Diamond PE Complex Modernization
And Related Design Services

March 27, 2007
MARIN COMMUNITY COLLEGE DISTRICT

Marin Community College District Campus-wide Measure C Update Capital Improvement Program

AGREEMENT BETWEEN THE MARIN COMMUNITY COLLEGE DISTRICT AND

[KWAN HENMI ARCHITECTURE/PLANNING, INC.]

This Agreement is made this 26th day of March, 2007, in the County of Marin, State of California, by and between Kwan Henmi Architecture/Planning, Inc., hereinafter referred to as “Architect” and the Marin Community College District, a political subdivision of the State of California, hereinafter referred to as “District”.

AGREEMENT

1. Definitions

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

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

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


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

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

“District” Marin Community College District.

“Director of Modernization” District employee responsible for Bond Program oversight

“DSA” The Division of the State Architect in the California Department of General Services

“Program Manager” Swinerton Management & Consulting, Inc. – Program and Construction Manager for Bond Program.

“Program” Marin Community College District Campus-wide Measure C Update – Capital Improvement Program

“Project[s]” The project[s] described in Appendix A, Scope of Services.

“Project Inspector” The construction inspector appointed by the District as required by the Education Professional Services Agreement (Arch) Contract 254724-1
5. Maximum Costs

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

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

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

6. Qualified Personnel

6.1 For purposes of this Agreement, except for notices specified under Section 17 below, District shall direct all communications to Architect through Jeffrey Stahl, its Principal in Charge, at Kwan Henmi, One Beach Street, Suite 103, San Francisco, CA 94133, and Architect shall direct all communications to District through Jake Skaer, its Construction Manager, Kentfield Campus, Swinerton Management & Consulting, Inc, at (physical address) 835 College Ave, Building MS-3, Kentfield, CA 94904. (mailing address) P.O. Box 144003, Kentfield, CA 94914.

6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Architect. Architect shall conform with District’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District’s request, shall be supervised by Architect.

6.3 Architect agrees that all professional personnel assigned to the Project[s] will be listed in its proposal, Exhibit 1 to Appendix A, attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project[s] and Program during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Architect. Architect agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of District. Any costs associated with reassignment of personnel shall be borne exclusively by Architect. Resumes for all listed professional personnel are attached to Exhibit 2 of Appendix A, and by this reference incorporated herein.

7. Representations

7.1 Architect represents that it has reviewed Appendix A, Services to be Provided by Architect, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee including expenses within the maximum amount set forth in the Compensation Schedule established in Appendix B, Payments to Architect, and within the times specified in the Milestone Schedule.

7.2 Architect represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“District”

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

By:_______________________________

Al Harrison
Vice President of College Operations

“Architect”

Kwan Henmi Architecture/Planning Inc

By:_______________________________

Jeffrey Stahl
Principal

END OF DOCUMENT
APPENDIX A

SERVICES TO BE PROVIDED BY ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated March 27, 2007, between the Marin Community College District (the “District”), and Kwan Henmi Architecture/Planning, Inc. (“Architect”) providing for professional services.

1. Projects Under this Agreement

1.1 General

Total work scope (building, site work, landscaping, parking, etc.)

Diamond PE Complex Modernization Project No. 308B: $15,600,000.00 Budgeted Construction Cost

Scope of Work

Renovation and Modernization of Diamond P.E. Complex, including structural alterations, remediation of accessibility and Title IX issues in conformance with Bond language. Pool scope limited to equipment replacement. Playfields excluded from project scope; parking lot improvements limited to accessibility upgrades required for PE Buildings. Bid-day construction budget is $15,600,000.00 (excluding costs associated with temporary housing). Minimum sustainable design goal is LEED EB-Certified. Project includes solar thermal panels sufficient to heat the Complex's swimming pools.

1.2 Construction Budgets

The agreed upon “Budgeted Construction Cost,” above, means the anticipated value of the construction contract for the Project, as estimated after completion of the Programming Phase. Architect shall treat the Budgeted Construction Cost so identified as the District’s required construction cost for the Project. In performing its Services under this Agreement, Architect shall not rely upon or refer to District’s contingency budgets either for design, construction, or any items within those contingency budgets, nor shall any such contingency budgets be referred to in determining performance under this Agreement.

1.3 Criteria Governing Architect's Services on Program and Each Project

1.3.1 Each Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards, consistent with the standard of care of an architect experienced in California schools design, and shall meet the criteria set forth below.

1.3.2 Architect shall not, unless otherwise permitted in writing by Program Manager propose or recommend any design which has the effect of shifting design responsibilities from Architect to a contractor, through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources.

1.3.3 Architect shall not, unless otherwise directed or permitted in writing by Program Manager and the District, specify unique, innovative, proprietary or sole source equipment, systems or materials. Whenever a proprietary or sole source design or equipment is requested by Architect, Architect shall provide District with a written
2.5 Deliverables Required Under This Agreement - Generally:
Each deliverable shall be reviewed with representatives of District. Deficiencies in deliverables and modifications to conform to program requirements and modifications to achieve acceptability of deliverables to District, shall be promptly performed, and the cost thereof included in the fee for Basic Services.

2.6 Deliverables Required Under This Agreement - By Phase:
Required Deliverables are listed in this Appendix A.

2.7 Monthly Progress Report:
Architect shall provide District with a Monthly Progress Report, in writing, reporting on Architect's progress and any problems in performing the Services of which Architect becomes aware. The Monthly Progress Report shall include, but is not limited to:

2.7.1 A narrative of the work performed (including a list of any contract deliverables) and identification of areas of concern, actions and approvals needed.

2.7.2 A schedule assessment and proposed ways to work around any problems that arise.

2.7.3 Monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule.

2.7.4 The original summary schedule as updated to reflect current progress, updates and revisions, submitted in a computer software format compatible with District's existing computer software format.

2.8 Compliance with Laws:
Architect shall comply with the necessary professional standard of care applicable to an Architect experienced in schools design regarding complying with all requirements of all applicable laws in effect at the time of submission to DSA as if set forth in this Agreement, including without limitation California Code of Regulations Title 24 (Public Works), Division 1 (Department of General Services), Chapter 1 (Division of the State Architect (“DSA”)) (“Title 24”). Architect shall perform all duties which Title 24 imposes on school project engineers, including those summarized generally in Section 41 of Title 24, all of which include, but are not limited to, the following:

2.8.1 Prepare all project designs to meet and exceed building standards set forth in Part 2, Title 24 of the California Code of Regulations, which are minimum standards applicable to school construction; coordinate submission and approval of same to DSA and the State Chancellor's Office and any other public authority with jurisdiction.

2.8.2 Coordinate and cooperate fully with DSA and the State Chancellor's Office and any other authority with jurisdiction, to secure timely review and approval of Architect's work, including but not limited to:

2.8.2.1 Determining the estimated time from submission to DSA and State Chancellor’s Office of plans and specifications to approval of same, including “bin time” for initial review of plans and specifications, and incorporating same into Project schedule;

2.8.2.2 Securing from DSA change order pre-approvals, where appropriate to minimize Project delays caused by delays in review and approval of change orders.
Architects scope of work on each Project shall include the following work items, if required:

2.10.1 Diagram of Building Areas (SP 1-A) (if required)

2.10.2 Americans with Disabilities Act ("ADA") compliance report.

3. Programming Phase

3.1 Period of Service:
The services called for in the Programming verification/validation Phase, reflecting confirmation of programming data developed by others, will be completed and the required deliverables submitted within the stipulated periods of time indicated in Appendix C, "Milestone Schedule". Written authorization to proceed with the Programming Phase will be given at such time as District may direct.

3.2 Detailed Requirements:
Consult with District to establish and document the following detailed requirements for the Project:

3.2.1 Design objectives, limitations and criteria, functions, priorities;
3.2.2 Development of initial approximate gross facility areas and space requirement;
3.2.3 Space relation, requirements and restraints (including comparing requested space requirements to similar projects and space standards, diagramming space relationships by using massing diagrams, flow diagrams, stacking diagrams, bubble diagrams and other graphical methods);
3.2.4 Number of functional responsibilities and personnel;
3.2.5 Flexibility and expendability;
3.2.6 Environmental and sustainability goals;
3.2.7 Energy efficiency goals (including siting, landscaping, façade, fenestration, envelope and roof features that impact energy use);
3.2.8 Indoor environmental quality requirements;
3.2.9 Special equipment and systems;
3.2.10 Site requirements and existing conditions, and utilities services;
3.2.11 [Not Used.];
3.2.12 Operating procedure;
3.2.13 Zoning and other applicable regulations;
3.2.14 Expandability;
3.2.15 Access, parking;
3.2.16 Construction feasibility and phasing;
3.2.17 Security criteria;
3.2.18 Communications relationships;
3.2.19 Project schedule

3.3 Space Schematics/Flow Diagrams:
Prepare diagrammatic studies and pertinent descriptive text for:

3.3.1 Conversion of programmed requirements to net area requirements;
3.3.2 Internal functions;
3.3.3 Human, vehicular and material flow patterns;
3.3.4 General space allocations;
3.3.5 Analysis of operating functions;
3.3.6 Adjacency;
3.3.7 Special facilities and equipment;
3.3.8 Flexibility and expandability.
Respond to District comments and incorporate comments as necessary. Be prepared to present footprint, floor plans, elevations, and other information as appropriate for this Phase to the Board. Presentation content previewed by and coordinated with Program Manager and the Director of Modernization.

6. **Construction Document Phase**

6.1 **Period of Service:**

6.1.1 After acceptance by District of the Design Development Phase documents and second update of Budgeted Construction Cost, and upon written authorization from District, Architect shall proceed with the performance of the services called for in the Construction Document Phase;

6.1.2 Architect shall submit the deliverables required by the Construction Document Phase within the stipulated period indicated in Appendix C, "Milestone Schedule".

6.1.3 Provide technical criteria, written descriptions and design data for District’s use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist the District in consultations with appropriate authorities.

6.2 **Final Drawings and Specifications**

6.2.1 On the basis of the accepted Design Development documents and the comprehensive second update of the Budgeted Construction Cost and times of completion for the Project prepare for incorporation in the Contract Documents final drawings (hereinafter called "Drawings") and Specifications to show the work to be furnished and performed by Contractor. Drawings and Specifications shall set forth in detail the requirement for construction of all work to be performed by Contractor (collectively "Construction Documents").

6.2.2 Final Drawings shall be prepared in accordance with District's CAD standards. Final technical specifications shall be prepared in conformance with the CSI 2004 format of the Construction Specification Institute ("CSI"). Architect shall cooperate with District in coordinating the Drawings and technical specifications with District's Divisions 0 and 1 standard specifications and in jointly revising District's standard specifications. Architect shall provide whatever Division 1 construction contract specifications necessary for the Project and not supplied in District's standard forms.

6.2.3 District may conduct a peer review of the Construction Documents at 50% and 90% 95% completion thereof and at back check from DSA, including submittal of a list of revisions required to complete the documents.

6.2.4 Submittal to DSA: All construction documents shall be brought to a 95% level of completion for DSA submittal. Architect shall complete drawings and specifications following DSA submittal and review, including completion of all Subconsultant services, fully coordinate drawings and specifications, and perform a quality control review. The same Architectural and Subconsultant team (and team personnel) preparing the DSA submittal shall complete the drawings and specifications.

6.2.5 The District will conduct a constructability review at 50% and 90% completion of the Construction Documents.

6.3 **Compliance with Codes, Regulations and Requirements:**
Comply with the standard of care of an Architect experienced in California schools design when preparing Drawings and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, applicable to the Services, including, but not limited to, environmental, energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal having jurisdiction over the Project.

6.4 Compliance With State Standards:
Without limiting Paragraph 6.3 above, all plans, specifications, structural design calculations, Site data, and cost estimates required by State law, including without limitation the California Education Code and Code of Regulations, shall comply with State standards. Architect shall prepare and submit the application for approval of the plans and specifications by the DSA. A “check set” shall be submitted by Architect to the DSA, and any changes or corrections required by the DSA shall be made by Architect. Any other requirements of the DSA or any other authority with jurisdiction shall be complied with. Deliver to District two (2) complete sets of final DSA approved plans and specifications. Architect shall designate a contact person for the duration of the State approval process.

6.5 Drawings and Specifications:
The Drawings and Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section and a reference to the Division 1 commissioning section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements.

6.6 Third Update of Estimate of Budgeted Construction Cost:
Based on the information contained in the Drawings and Specifications, submit, at 90% completion, an update of preliminary estimates of Budgeted Construction Cost and times of completion for the Project. Report to District regarding continued accuracy of the previous budget estimates and, as part of the report, reconcile the updated Budgeted Construction Cost with the District's budget and the Program Manger's independent estimate. Participate and make changes in the documents to meet a standard of 95% of District budget as reconciled.

6.7 Supplementary Conditions
Prepare for review and approval by District, its legal counsel and other advisors, Supplementary Conditions to the construction contract, and (where appropriate) additional bidding requirements for inclusion in existing bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

6.7.1 Make full written disclosure to District, and obtain District's express written approval of:
6.7.1.1 Any provisions in the final drawings and specifications that operate to shift design responsibilities from Architect to Contractor, through performance specifications or any other means;
6.7.1.2 Any proposed innovative, unique, proprietary or sole source design features.

6.8 Report:
Provide a written report to District that the final design, as expressed in the final plans and specifications are complete and ready to bid, and conform with the following attributes:
6.8.1 Its constructability, workability and biddability;
6.8.2 The finished construction meeting the required levels of structural integrity, watertightness, durability, maintainability, and security, if faithfully carried out;
6.8.3 The completed Project conforming to the requirements of all applicable laws, statutes, regulations and ordinances.

6.8.4 Does not call for the use of hazardous materials.

6.9 Review of the Final Design by District:
Participate and cooperate fully in a review of the final design by District, including the Commissioning Agent and any consultants engaged by District, to assess the constructability of the final design. Respond to District comments and incorporate comments as necessary. Be prepared to present the revised footprint, floor plans, and elevations to the Board. Presentation content previewed by and coordinated with Program Manager and the Director of Modernization.

7. Bidding Phase

7.1 Bidding:
After written authorization to proceed with the Bidding Phase, Architect shall:

7.1.1 Attend Pre-Bid Conferences and Site Visits.

7.1.2 Assist District obtaining bids for prime contract for construction, materials, equipment and evaluating bids;

7.1.3 Consult with and advise District as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the bidding documents.

7.1.4 Consult with District concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.

7.1.5 Issue written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment.

7.1.6 Attend the bid opening and assist District in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

7.2 Where Bids Exceed Budget:

7.2.1 If any of the following events occur:

7.2.1.1 The lowest responsive base bid received is in excess of five seven percent (5.7%) over the Budgeted Construction Cost, or

7.2.1.2 If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Budgeted Construction Cost, or

7.2.2 Then the District, in its sole discretion, has one or a combination of the following alternatives:

7.2.2.1 Give the Architect written approval on an agreed adjustment to the Budgeted Construction Cost.

7.2.2.2 Authorize the Architect to re-negotiate, when appropriate, or re-bid the Project within three (3) months time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.

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Professional Services Agreement (Arch)
Appendix A
Regulations, or by any other authority, on the progress and quality of the various aspects of Contractor's work. Architect shall provide District with copies of all records and reports of Site visits within forty-eight (48) hours of the Site visit.

8.3.2 Architect shall advise District in writing of any observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work. Architect will maintain an electronic record of such notifications.

8.3.3 Architect shall not, during visits or as a result of observations of Contractor's work in progress, supervise, direct or have control over Contractor's work.

8.3.4 After each site visit, Architect shall verify in writing that the Contractor is acting in conformance with the Construction Documents.

8.4 [Not Used.]

8.5 Defective Or Nonconforming Work: Architect shall make written recommendations to Program Manager to disapprove or reject Contractor's work, or to accept Contractor's work with a reduction in Contract Cost, while it is in progress if Architect believes such work is defective or will not produce a completed Project that conforms to the Contract Documents or that such work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

8.6 Interpretations, Clarifications and Corrections

8.6.1 Architect shall issue necessary interpretations, clarifications and Request for Information (RFI)-Replies regarding the Contract Documents and in connection therewith assist Program Manager with supplemental instructions and change orders as required, with reasonable promptness (no longer than two five working days) so as to cause no delay to Contractor or the Project.

8.6.2 Architect shall, at its own expense, make all revisions and changes to the Drawings and Specifications as directed by District to correct errors, omissions or conflicts.

8.6.3 On change orders, prepare the scope of work, justifications and estimate of the cost where necessary.

8.7 Verified Reports: Architect shall make the “verified reports” required by the California Education Code and Code of Regulations, according to the form and schedule required by those codes and the DSA.

8.8 Review of Submittals and Requests for Information

8.8.1 Architect shall review, approve or take other appropriate action as set forth in the Construction Documents in respect of Shop Drawings, Samples and other data which Contractor is required to submit under Construction Documents (collectively referred to herein as “Submittals”), and review and reply to RFI’s, for conformance with the design concept of the Project and the intent of and compliance with the Contract Documents, with reasonable promptness so as to cause no delay to Contractor or the Project. In no event shall Architect respond to submittals any longer than ten days after their receipt.

8.8.2 Submittals will be reviewed once for “Reviewed” and “Reviewed as Noted” status; and reviewed a second time only for “Revise and Resubmit” or “Rejected” status. Submittal reviews beyond the initial two (2) shall be provided by the Architect as an Additional Service in accordance with Paragraph 11.1.11.
11.1.8 Providing consultation and services as directed by District concerning any post-construction claim arising from the Project in which Architect did not in any way cause the claim.

11.1.9 Providing training, adjusting, or balancing of systems and/or equipment

11.1.10 Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

11.1.11 Providing Submittal review beyond the two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.

12. Periods of Service

12.1 Milestones:
Milestones for completion of Phases and tasks within each phase are given in Appendix C. Milestones.

12.2 Commencement of Services:
Architect shall not commence work on any succeeding phase of Services until completion of services on existing and prior phases of Service and Project Manager has provided Architect with written notice to commence the succeeding phase of Service, unless Program Manager, in its sole discretion, authorizes Architect to do so.

13. District’s Responsibilities

13.1 Program Manager:
District shall designate a Program Manager, who is authorized to act on District’s behalf with respect to this Agreement. District or such authorized representative shall render required decisions promptly, to avoid unreasonable delay in the progress of Architect’s services. District may delegate all or some of Program Manager’s role and function to a separate contractor or to a construction manager. District may change the individual acting as Program Manager and/or the individual or entity acting as a separate contractor or construction manager at any time with notice to Architect.

13.2 Design Requirements:
District shall provide criteria and information concerning design objectives and constraints, space, capacity and performance requirements, and budgetary limitations, when known.

13.3 Property Information:
District shall provide geotechnical information, environmental impact reports, and relevant information concerning property boundaries, easements, rights of way, topographic and utility surveys, property descriptions, zoning, boundary and other land use restrictions, as needed and necessary.

13.4 Documents:
District shall make copies of available documents and drawings of existing conditions available to Architect. Architect may inspect all District’s surveys and records of construction. Verification of visible on-Site facilities is the responsibility of Architect.

13.5 Surveys:
District shall provide engineering surveys to establish reference points for construction.
APPENDIX B
PAYMENTS TO ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated March 27, 2007, between the Marin Community College District (the "District"), and Kwan Henmi Architecture/Planning, Inc. ("Architect") providing professional services for Marin Community College District Campus-wide Measure C Update – Capital Improvement Programs, described in Appendix A.

1. Maximum Payment

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

1.1 The parties shall pay Architect based on progress on each phase of the project. Total Compensation for these Projects under this agreement shall not exceed $2,015,500.

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

1.3 [Not Used.]

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

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

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

2. Methods of Payment for Services and Expenses of Architect

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

<table>
<thead>
<tr>
<th>PHASE of PROJECT</th>
<th>Percent of Project</th>
<th>Total Amount</th>
</tr>
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<tbody>
<tr>
<td>Programming Phase</td>
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<tr>
<td>Schematic Design Phase</td>
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<tr>
<td>Design Development Phase</td>
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<td>$352,713</td>
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<td>Construction Documents</td>
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<td>Submittal to DSA</td>
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<tr>
<td>Bidding Phase</td>
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<tr>
<td><strong>Total Basic Services</strong></td>
<td><strong>100%</strong></td>
<td><strong>$2,015,500</strong></td>
</tr>
</tbody>
</table>

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

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

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

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<thead>
<tr>
<th>Job Title</th>
<th>Billing Rate</th>
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<tbody>
<tr>
<td>Principal In Charge:</td>
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<tr>
<td>Junior Intern</td>
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</tr>
</tbody>
</table>

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

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

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

MILESTONE SCHEDULE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated March 27, 2007, between the Marin Community College District (the “District”), and Kwan Henmi Architecture Planning, Inc. (“Architect”) providing for professional services.

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

<table>
<thead>
<tr>
<th>PROJECT ACTIVITY</th>
<th>PARTY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMENCEMENT</td>
<td>KH</td>
<td>5/24/2006</td>
</tr>
<tr>
<td>PROGRAMMING PHASE (limited to validation only)</td>
<td>KH</td>
<td>9/8/2006</td>
</tr>
<tr>
<td>SCHEMATIC DESIGN PHASE—end</td>
<td>KH</td>
<td>11/14/2006</td>
</tr>
<tr>
<td>DESIGN DEVELOPMENT PHASE—end</td>
<td>KH</td>
<td>1/8/2007</td>
</tr>
<tr>
<td>CONSTRUCTION DOCUMENT PHASE—end</td>
<td>KH</td>
<td>10/1/07</td>
</tr>
<tr>
<td>Submit 50% Construction Documents</td>
<td>KH</td>
<td>3/5/2007</td>
</tr>
<tr>
<td>DSA Submittal (95% CD’s)</td>
<td>KH</td>
<td>5/15/2007</td>
</tr>
<tr>
<td>Estimated DSA Stamp-out (100% CD’s)</td>
<td>KH</td>
<td>10/1/07</td>
</tr>
<tr>
<td>BIDDING PHASE – to NOTICE TO PROCEED</td>
<td>COM/KH</td>
<td>9/17/07 – 12/3/07</td>
</tr>
<tr>
<td>CONSTRUCTION PHASE – 18 MONTHS</td>
<td>COM/KH</td>
<td>12/4/07 – 5/15/09</td>
</tr>
<tr>
<td>OPERATION/PROJECT CLOSE-OUT PHASE—12 MONTHS</td>
<td>COM</td>
<td>01/1/2010 - 01/1/2011</td>
</tr>
</tbody>
</table>

END OF APPENDIX C
APPENDIX E

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated March 27, 2007 between the Marin Community College District (the “District”), and Kwan Henmi Architecture/Planning, Inc. (“Architect”) providing for professional services.

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

1.1 Commercial General Liability Insurance

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

1.2 Business Automobile Liability Insurance

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

1.3 Workers’ Compensation Insurance

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

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than $1,000,000 each claim, or (b) limits of not less than $1 million each claim and $2 million aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement. Architect agrees to maintain these coverage limits for 5 years after completion of services if such coverage is commercially available at reasonable rates.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: March 27, 2007
Item & File No. B.4.C

Subject: Response to MSAT Request for Lease Extension
Reason for Board Consideration: Enclosure(s):

APPROVAL: None

BACKGROUND:

Marin School of Arts and Technology (MSAT) has leased space at the College of Marin’s Indian Valley Campus (IVC) for the last four instructional years (2003 – 2007). In October 2006, the District informed MSAT that their year-to-year lease would not be renewed for the 2007-2008 fiscal year because the College needs the space for programs and/or swing space. In early March 2007, parents from MSAT approached the District with a request to have this lease renewed for one more year so that the school could finalize plans for a new permanent facility. President White agreed to consider the request.

After considering both MSAT’s request and IVC’s program needs, the District offers the following for Board consideration:

- The District commends MSAT for its excellence in instruction and wishes to support the school’s future success to the extent possible.
- The District’s needs for the Miwok Cluster and the Library beginning in Fall 2007 remain unchanged.
- Therefore, the District proposes to offer space in the vicinity of Parking Lots 5 and 6 at IVC for placement of portable classrooms totaling approximately 15,000 square feet to house MSAT for a period not to exceed one fiscal year (July 1, 2007 through June 30, 2008) with the following parameters:
  - District will provide the parking lot space
  - Novato Unified School District and MSAT will arrange for and fund the lease, installation and maintenance of the portable classrooms

FISCAL IMPACT:
No immediate fiscal impact

RECOMMENDATION:

The President/Superintendent recommends that the Board authorize the District to enter into discussions with the Novato Unified School District and MSAT with the goal of placing portable classrooms in or around Parking Lots 5 and 6 of the Indian Valley Campus for use by MSAT.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Frances White
Superintendent/President
Marin Community College District
Measure C Bond Program

Contracts for Designated Approval
March 27, 2007
B.5.A

The following contracts, amendments and change orders do not exceed the limits requiring formal Board approval, are all routine, and have accordingly been executed by the District for the Measure C bond program.

For Information

1. Professional Services Contracts
   a. New Short Form Contracts - none
   b. Full Contracts / Ratifications - none
   c. Amendments
      1. #1 Crossroads Relocation Services, Inc. (P103182)
         Services time extension through 6/30/07 ($0.00)
      2. #1 Crossroads Relocation Services, Inc. (P104038)
         Services time extension through 6/30/07 ($0.00)

2. Construction Contracts
   a. Bid Awards - none
   b. New Contracts - none
   c. Ratifications - none
   d. Change Orders - none
   e. Notices of Completion – none

3. Information Items
   a. None

Approval Limits:
   o Formal (contract documents presented to the BOT)
     - Goods > $65,100 (pending Board approval)
     - Construction / Change Orders > $15,000
     - Professional Amendments > $50,000
   o Designated (contract documents referenced to the BOT)
     - Goods < $65,100 (pending Board approval)
     - Construction / Change Orders < $15,000
     - Professional Amendments < $50,000

Board of Trustees Meeting
March 27, 2007