



This Professional Services Agreement (“Agreement”) between **MIRACOSTA COMMUNITY COLLEGE DISTRICT**, a public educational agency (“District”) and **DOVETAIL DECISION CONSULTANT, INC.** (“Contractor”) is effective upon the execution date of Contractor and District, whichever shall later occur. District and Contractor are referred to in this Agreement individually as “Party” and collectively as “Parties.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, expertise, and resources to successfully and effectively perform the agreed-upon services and will provide these services to the District in compliance with all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. **Scope of Service.** Contractor shall perform the agreed-upon services as defined by the scope of work, deliverables, and standard of performance identified in Attachment 1, and in accordance with the terms and conditions in this Agreement. The services listed in this Agreement and in Attachment 1 are referred to as “Services.” Contractor’s Services will be timely and performed or provided consistent with the profession skill and care of Contractor’s profession and in compliance with all applicable laws and regulations.
2. **Term.** This Agreement will begin and will be completed by the dates specified in Attachment 1. Completion of the Services, including all deliverables as described in Attachment 1, must be made to the satisfaction of the District.
3. **Fees and Reimbursements.** Contractor will receive compensation in an amount not to exceed the hourly or project rates shown in Attachment 1 for Services performed. District will pay Contractor all amounts owed within 30 days of receipt of Contractor’s undisputed billing invoice. The District retains the right to increase or decrease the Services, deliverables, or amount of work as it deems appropriate and at its sole discretion.
4. **Licenses and Permits.** Contractor and all of the Contractor’s employees or agents will secure and maintain in force all licenses and permits as are required by law, in connection with the performance of the Services or the furnishing of materials, articles or deliverables listed in this Agreement. All operations and materials shall be in accordance with the law.
5. **Taxes.** Contractor will fully complete the Internal Revenue Service W-9 form or other required reporting form. Contractor acknowledges and agrees that it is the Contractor’s sole responsibility to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. The District will not withhold any part of the Contractor’s compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.
6. **Expenses and Equipment.** Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services by Contractor, including any and all instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services. If the District furnishes any goods, materials, or equipment to



Contractor, Contractor assumes complete liability for those goods, materials, or equipment. Contractor agrees to pay for such tools or materials spoiled by it or not otherwise accounted for to the District's satisfaction.

- 7. Compliance with Applicable Laws.** The Services completed herein must meet the approval of the District and are subject to the District's general right of inspection to ensure they are satisfactorily completed. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, the Services, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement, or accruing out of the performance of such operations.
- 8. Independent Contractor.** In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.
- 9. Certification Regarding the California Penal Code Section 290.** By executing this Agreement, Contractor agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Contractor certifies and understands that every person required to register under Section 290 shall disclose their status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent Contractor, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000), by imprisonment in a county jail not to exceed a period of six (6) months, or by both that fine and imprisonment.
- 10. Termination.** District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or prior to the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services.
- 11. Ownership of Work Product.** The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively "Work Product"). Contractor assigns to District



any and all rights Contractor could have, may have, or does have, in the Work Product, and District shall have all right, title, and interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The District shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use the Work Product in any manner desired. Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

- 12. Limitation of Liability.** The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement and Attachment 1. Notwithstanding any other provision of this Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 13. Indemnity.** Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses, including reasonable attorneys' fees, whether actual or alleged, arising of the negligent, grossly negligent or willful conduct of the Contractor or its officers, agents, employees, independent contractors, volunteers, and subcontractors, including any claim that Contractor infringed a third party patent or copyright or other intellectual property right, unless the liability or claims arise from the District's sole and active negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.
- 14. Insurance Requirements.** Licensee and its officers, employees, agents, and subcontractors shall, at their expense, maintain and comply with Insurance Requirements listed below to protect Licensee and District from any and all claims for personal injury, bodily injury and property damage arising from, pertaining to or relating to the scope of work under this Agreement:

 - a. Commercial General Liability Insurance. Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
 - b. Commercial Automobile Liability Insurance. Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.
 - c. Workers' Compensation and Employers' Liability Insurance. In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and \$1,000,000 per employee (disease).
 - d. Professional Liability Insurance (If applicable to type of service). Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractor's employees, agents, consultants, or subcontractors.
 - e. Proof of Insurance and Insurance Terms. Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the



Additional Insureds, and each Certificate of Insurance shall so specify. Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

- 15. Protection of Confidential Information.** Contractor understands and acknowledges that during its performance of the Services, it or its employees may have access to private and confidential information in the District's possession, custody or control, including but not limited to private information regarding students, parents, guardians, faculty, donors, employees, staff, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). This information may be protected by state and federal law. Contractor will not disclose, copy, or modify any Confidential Information without the prior written consent of the District or unless otherwise required by law. Contractor will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this section shall survive the termination or expiration of this Agreement.
- 16. Non-Discrimination Endorsement.** Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work, or against any other person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, medical condition, genetic information, sex, gender, gender identity or expression, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all hired subcontractors.
- 17. Provisions Required by Law Deemed Inserted.** Each provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.
- 18. Audit.** Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's sub-consultants' records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement.
- 19. Advertising.** Contractor shall not use the name of the District, its officers, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of the District in each instance.
- 20. Non-waiver.** The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.



- 21. Notice.** All notices required or permitted to be given under this Agreement by either party to the other, shall be in writing and given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:

Mina Hernandez
Director, Purchasing & Material Management
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

For Contractor:

Contact information as referenced in Attachment 1

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

- 22. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 23. Approval by District's Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
- 24. Conflict of Interest and Prohibited Interests.** No officer, employee, or any other agent of the District authorized in any capacity on behalf of the District to exercise any fiduciary, executive, or other similar functions, shall be allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract, bid or other procurement activity of the District. Additionally, no officer, employee, or any other agent of the District similarly authorized, shall be allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. The District reserves the right, before any Agreement or procurement award is made, to require an affidavit from the respective bidder or Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject any bidder or Contractor if any such conflict is discovered, and subsequently award to the next preferred vendor.
- 25. Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Contractor. Jurisdiction for any legal proceedings brought to interpret or enforce the terms of this Agreement, shall be brought in the San Diego County Superior Court and venue shall be the North County Regional Center (Vista, California) of the San Diego Superior Court.
- 26. Force Majeure.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not limited to, Acts of God, labor disputes, civil disruptions, acts of war, pandemics, epidemics, fire, electrical power outages, earthquakes or other natural disasters.



27. **Disputes.** Except in the event of the District’s failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor’s duty to provide and perform the Services, during all attempts to resolve the dispute.
28. **Mediation; Arbitration.** Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect as of the filing of Demand for Mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of the Demand For Arbitration. Arbitration proceedings shall be conducted at a location in the county of San Diego, California. Enforcement of this agreement to arbitrate and enforcement of the arbitration award shall be in accordance with California law. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys’ fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys’ fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.
29. **Certification Regarding Debarment, Suspension or Other Ineligibility (Applicable to all agreements funded in part or whole with federal funds).**
- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
 - b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor’s present responsibility;
 - iii. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
 - iv. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - v. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment,



- debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
- vi. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

- 30. Disabled Accessibility and Electronic and Information Technologies.** Contractor hereby warrants that the Services to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Contractor agrees to respond promptly and resolve any complaints regarding accessibility of its products or Services that are brought to its attention. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. Contractor is responsible for all claims and expenses borne by the District, which arise out of the Services under this Agreement, found to be non-compliant with Federal and California laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of Services produced. Contractor further agrees to indemnify and hold harmless the District from and against any claim arising out of Contractor’s failure to comply with these requirements. Contractor acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement or cancellation of the Services.
- 31. Successors; No Assignment.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Contractor and the District. Neither Contractor nor District may assign rights or obligations of this Agreement without the prior written consent of the other, which may be withheld or granted in sole discretion of the Party requested to grant consent.
- 32. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 33. Entire Agreement.** This Agreement, Attachment 1 and its attachments, constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. It may not be modified except in a writing signed by the District and Contractor.
- 34. Time of Performance.** Time is of the essence and Contractor shall perform the Services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

“DISTRICT”

MIRACOSTA COMMUNITY COLLEGE DISTRICT

By: Tim Flood (Feb 23, 2022 13:17 PST)

Tim Flood, Vice President
Administrative Services

Date: Feb 23, 2022

“CONTRACTOR”

DOVETAIL DECISION CONSULTANTS, INC.

By: Stephanie O'Brien (Feb 23, 2022 12:09 PST)

Title President/CEO

Date: Feb 23, 2022



ATTACHMENT 1 - SCOPE OF WORK

Contractor/Consultant:

Stephanie O'Brien, President/CEO
237 Crescent Road, Suite 4
San Anselmo, CA 94960
Mobile: 415-699-7041
SOBrien@ThinkDovetail.com

District Point of Contact:

Tim Flood, Vice President of Administrative Services
1 Barnard Drive
Oceanside, CA 92056
tflood@miracosta.edu

Contract Period:

Start Date: 04/01/2022
End Date: 06/30/2025

Responsibilities of the Contractor/Consultant, Scope of Work and Contract Objective:

Fixtures, furniture & equipment (FF&E) coordination of the MiraCosta College Communication Hub, Equity Village and Student Center Complex project. Services will include project development and FF&E design coordination, product evaluation, approval of final specifications, implementation and project close out. See Attachment 2 – Contractor’s Proposal dated February 22, 2022.

Contract Schedule of Deliverables, Performance Milestones and Proof of Completion:

See Attachment 2 – Contractor’s Proposal dated February 22, 2022.

Rate of Payment:

Phase I – Planning Fee \$117,500.00
Phase II – Implementation Fee \$90,300.00

The expected cost for this project will not exceed \$207,800.00. Funds are budgeted within the District Facilities Fund 41.

Payment:

Services shall be billed to “MiraCosta Community College District” and become payable after satisfactory completion of services and upon presentation of detailed invoice(s) specifying services being provided. All invoices must be reviewed and approved by the assigned District Point of Contact(s) prior to payment being made to Contractor/Consultant.



ATTACHMENT 2 - CONTRACTOR'S PROPOSAL DATED February 22, 2022

22 February 2022

Mr. Tim Flood
Vice President Administrative Services
MiraCosta Community College District
1 Barnard Drive, Oceanside, CA. 92056

RE: MiraCosta College Communication Hub, Equity Village and Student Center Complex

Dear Mr. Flood,

We are pleased to submit to you our proposal to provide comprehensive FF&E Coordination Services for the Communication Hub, Equity Village and Student Center Complex project. Our proposal is based on information provided by your team and is detailed in the Scope of Work section of this document.

This proposal represents a Fixed Fee for our services, and invoicing will occur monthly, on an Equal Monthly basis per Phase.

Should this proposal meet with the District's approval, please attach a copy of this document to your contract for the project and return to our attention. Do not hesitate to contact me immediately should you have any questions regarding this proposal. We look forward to continuing our work with your team.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephanie O'Brien', with a long horizontal line extending to the right.

Stephanie O'Brien
President/CEO

Encl.

PROJECT PROPOSAL

Client: **MiraCosta Community College District**
Project: **Communication Hub, Equity Center and Student Center Complex
Fixtures, Furniture & Equipment Coordination Consulting Services**
Date: **February 22, 2022**

SCOPE OF WORK

The scope of work below is based on the following assumptions:

- There will be no more than four (4) distinct user groups, represented by two (2) college administrators
- Six (6) buildings, all single story, consisting of approximately 60,000 ASF
- Our project schedule will begin April, 2022, with Phase I: Planning completion anticipated by January 2023. Occupancy of the project is anticipated to be in June, 2025
- Space Types for the project include Offices, Classrooms, Open Study/Work Areas, Meeting Rooms, Support/Print Rooms, Student Gathering Spaces, Storage Rooms, Custodial Rooms, Lactation Spaces, Lounges and Exterior Spaces
- Dovetail will apply current District Furniture Standards for all feasible applications. For Non-standard and Specialty items, FF&E product vendors to be engaged will be centered around CollegeBuys contract holders whenever possible.
- Computer/IT and AV/Media equipment selection and procurement to be handled by the college IT/AV department and/or the building contractor. Dovetail will provide order documentation for these items purchased by the District, and will assist in tracking procurement and receipt of items in this category
- It is anticipated little to no existing equipment will be required within project scope
- This will be a single-phase installation of new FF&E, with installation to occur over no more than a three (3) week timeframe per implementation
- Move Management Scope Planning is included in this scope of work. No move management oversight services are included but can be contracted separately if required

Consulting Services performed by Dovetail Decision Consultants, Inc. (Dovetail) includes:

PHASE I: PLANNING SERVICES

Stage I: Programming

- Conduct assessment of overall space and program requirements
- Prepare high-level FF&E budget document, inclusive of preliminary version and two (2) revisions (a revision is defined as a change or request that necessitates the document to be updated beyond minor modifications) during the planning phase
- Develop comprehensive FF&E Space Plan, inclusive of preliminary version and two (2) revisions (a revision is defined as a change or request that necessitates the document to be updated beyond minor modifications) during the planning phase
- Prepare preliminary MEPD/ADA Report for design team, reflecting suggested revisions to building to effectively accommodate initial and future FF&E requirements

Stage II: Product Evaluation

- Guide selection of Fixtures, Furniture & Equipment from updated District Standards
- Provide facilitation of product evaluation and selection for non-standard furniture and all specialty FF&E (other than AV and IT) utilizing District defined Performance Specifications. Includes product Data Sheets with technical specifications, preparation, and submission of equipment information-gathering spreadsheets for user review & approval, and specification details for new and reused equipment required to support the program. Data Sheets are inclusive of a preliminary version and one (1) revision (a revision is defined as a change or request that necessitates the document be updated beyond minor modifications)
- Create Relocation Matrix document for tracking all building occupants in current, swing, and final locations

Stage III: Final Specifications

- Confirm and finalize FF&E Space Plan reflecting final product details
- Create final MEPD, Seismic Bracing and Installation Details Report for FF&E for architect regarding building infrastructure for inclusion in CD's prior to DSA (schedule permitting)
- Provide additional follow up support for FF&E related DSA Back Check comments to architect
- Coordinate and confirm all vendor specifications and finish details
- Issue AV/IT Report to internal team for management

PHASE II: IMPLEMENTATION SERVICES

Stage IV: Implementation

- Coordinate AV/IT requirements with internal team as needed
- Coordinate all vendor's updated FF&E quotes, plans and ordering information
- Prepare Order Documentation packages for District procurement
- Develop and maintain Vendor Tracking Reports reflecting all pertinent data
- Confirm vendors' successful completion of site verification prior to installation, including order modifications as required
- Provide coordination and oversight of vendor's installation for new FF&E items. Note building must be free and clear of all construction trades, clean and ready with elevator access for all vendors to complete their installation process with every entry point easily accessible. Installation process to occur a minimum of four (4) weeks before anticipated occupancy date.
- Facilitate and manage vendor Punch List to completion
- Provide vendor invoice review and approval for District payment

Stage V: Close-out:

- Assemble all close-out documentation noted on Deliverables List (attached)

Project Deliverables

The attached Project Deliverables Checklist outlines the deliverables that are included as part of this proposal. All deliverables shall be provided to the client electronically, in digital format only.

Project Changes in Scope

Client and Dovetail will communicate periodically regarding consulting services noted above. When Dovetail and Client determine that the scope of work has changed sufficiently to warrant a Change of Scope document, Dovetail will submit a written Change Order to the client, defining scope and fee proposed. Written confirmation must be issued to Dovetail by an authorized representative of the Client prior to further work being undertaken by Dovetail.

Project Fee Proposal and Fee Agreement

In consideration for the completion of the above-outlined Scope of Work, Client agrees to pay Dovetail \$207,800, exclusive of all project-related expenses. The breakdown of billing for services would be Phase I: Planning fee - \$117,500, and Phase II: Implementation fee - \$90,300.

Client agrees to pay Dovetail fees for services performed as outlined, including project-related expenses, which will be billed separately. Invoices will be generated on a monthly basis, reflecting equal monthly progress payments, per phase over the course of Phase I and Phase II for the project scope defined. Client agrees that all fees are payable Net Thirty (30) days.

Failure of Client to honor billing statements in a timely fashion prior to the completion of services may constitute grounds for Dovetail to cease services and/or withhold the product(s) from Client but does not relieve Client from its obligation to pay for services rendered by Dovetail.

PRESENTED BY:



Stephanie O'Brien
President/CEO
Dovetail Decision Consultants Inc.

MiraCosta College Communication Hub, Equity Village and Student Center Project Deliverables Checklist

PHASE I: PLANNING

Stage I: Project Development

- Initial FF&E Budget Document
- Approved Preliminary FF&E Layout Drawings

Stage II: Product Evaluation

Standards Application

- Completed Application Matrix w/ Finish Selections
- Completed Individual Selection Forms

Non-Standard and Specialty Applications

- Approved Data Sheets

Stage III: Final Specifications

- Approved Vendor Final Quotations
- Approved Drawing from Vendors (as needed)
- Final MEPD Report Documentation

PHASE II: IMPLEMENTATION

Stage IV: Project Implementation

- Order Documentation Transmittal w/Vendor Quotes
- Vendor Site Verification Documentation
- Vendor Installation Drawings (as needed)
- Completed Vendor Punch Lists
- Vendor Invoice Payment Approval Documentation

Stage V: Project Close Out

- Vendor Warranty Documents
- Manufacturers Product Manuals (as needed)
- Product Training Confirmation (as needed)