

MOUNTAIN VIEW CIVIC CENTER DESIGN COMPETITION

ATTACHMENT B:

AGREEMENT TO TERMS AND CONDITIONS OF COMPETITION

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MOUNTAIN VIEW CIVIC CENTER DESIGN COMPETITION

THIS AGREEMENT is made and entered into this 24th day of June, 1986, by and between the City of Mountain View, a municipal corporation, whose address is 444 Castro Street, Mountain View, California, 94041, (hereinafter referred to as "City"), and Center for Environmental Structure, whose address is 2701 Shasta Road, Berkeley, 94708, (hereinafter referred to as "Consultant").

RECITALS

A. City is in the process of planning and programming a new Civic Center complex on a specified site in downtown Mountain View, and is, for this purpose, in need of outside architectural design and engineering services.

B. City has organized and has set aside a budget for an invited architectural design competition, with the intention of awarding a contract for architectural services to the winning entry, but with the understanding that City always reserves the right to award no contract to any party. Contracts in the same form as this contract will be entered into with all other participants in the competition.

C. Consultant has reviewed and is familiar with the Competition Program (attached hereto as Exhibit "A") including the selection process, criteria, competition and construction schedule and proposed fee structure, and is ready, willing and able to provide architectural design services within the terms and conditions of the invited architectural design competition, and is able to undertake the project if the City chooses to proceed.

D. City desires Consultant to submit this entry into the architectural design competition for the Mountain View Civic Center.

NOW, THEREFORE, in consideration of the recitals, mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

1. CONSULTANT RESPONSIBILITIES

a. Consultant shall prepare all of the required submission materials in the format described in the Competition Program.

b. Consultant shall deliver all of the required submission materials to City before 2 p.m. (PDT), September 10 1986.

2. CITY RESPONSIBILITIES

a. City shall pay the Consultant an initial payment of Five-Thousand Dollars (\$5,000) within thirty (30) days of the execution of this Agreement, and shall pay Consultant an additional Fifteen-Thousand Dollars (\$15,000) within thirty (30) days of the receipt of the complete submission package, all as described in the Competition Program.

b. City shall respond in a timely fashion to written questions as described in the Competition Program.

3. OWNERSHIP

a. All materials prepared for the design competition will become the property of City upon its payment for the services rendered hereunder. Consultant, however, has the right to use copies of such materials for promotional and educational purposes.

4. INDEPENDENT CONTRACTOR

a. Consultant agrees that it is an independent contractor with City and that in no event shall the provisions of this Agreement be construed to create the relationship of employer/employee.

5. CITY NON-LIABILITY AND RIGHTS

a. All facts and opinions stated within the Competition Program are based on available information, and no representation or warranty of accuracy is made by City with respect thereto. Consultant shall make its own inspection of the premises and rely on its own examination of the facts in the formulation of its architectural and engineering services. Consultant hereby waives and forever relinquishes all rights to protest or seek any legal remedies whatsoever regarding any aspect of this competition, including the manner in which the ultimate contract for the Civic Center is let.

b. City reserves the right to revise the Competition Program as a result of written questions submitted by Consultant or other participants in the competition, and shall notify Consultant of such changes as stipulated in the Competition Program. Consultant thereafter must comply with such changes.



c. City has no obligation to proceed with the design and construction of the Civic Center complex as a result of this design competition.

6. HOLD HARMLESS

a. Consultant agrees to indemnify, defend and hold harmless City and its officers, agents and employees from any and all liability, claims, suits, losses and expenses, including attorney's fees and court costs, in any matter caused by, arising out of, or in connection with, either directly or indirectly, the negligent, willful or wanton acts, omissions or errors of Consultant or its agents, officers, or employees in the performance of the services described in this Agreement.

7. AWARD OF ARCHITECTURAL AND ENGINEERING CONTRACT

a. City's intention is to proceed with the design development and construction of the Civic Center complex as a result of the design competition, and to award the winning entrant with an architectural and engineering contract to proceed with the work. As stipulated in Paragraph 5 above, however, City reserves the right to award no contract to the winning entrant.

b. City intends to utilize its standard architectural and engineering contract, a copy of which is attached.

c. If City chooses to proceed with the architectural and engineering contract, the fee for these services will be a fixed fee based upon a percentage of the City's estimated construction budget for the Civic Center complex. The fee will be structured as follows:

City Hall Building:	8.5 percent of construction budget.
Community Theater:	9.5 percent of construction budget.
Parking Garage:	5.0 percent of construction budget.
Landscaping/Hardscape:	8.5 percent of construction budget.

This fee will include basic architectural and engineering services, including structural, mechanical, electrical, and landscape design. The City will maintain a budget for geotechnical and civil engineering, and for inspection and testing.

IN WITNESS WHEREOF, this Agreement is executed by the City of Mountain View and by Center for Environmental Structure.

Dated: June 24, 1986

APPROVED AS TO CONTENT:

CITY OF MOUNTAIN VIEW:

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APPROVED AS TO FORM:

CONSULTANT:

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