

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
HAMMEL, GREEN AND ABRAHAMSON, INC.**

THIS AGREEMENT, entered into this _____ day of _____,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
“County,” and HAMMEL, GREEN AND ABRAHAMSON, INC., hereinafter called
“Contractor”;

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of preparing bridging documents for the Cordilleras Mental Health Center Replacement Project.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property
Attachment II- Non-Collusion

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed Six Hundred Seventy Thousand Dollars (\$670,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 24, 2015, through December 31, 2019.

This Agreement may be terminated by Contractor, the Director of Public Works, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

To the fullest extent provided under California Civil Code Section 2782.8, the Contractor shall indemnify, including the duty and cost to defend, and hold harmless the County, and its respective officers, agents, servants and employees from and against all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

Intellectual Property Indemnification.

Contractor hereby certifies that to the best of its knowledge and information it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not knowingly infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services

provided under this Agreement knowingly infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that the infringement is knowing and: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon a negligent or unintentional infringement or: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless for knowing infringement as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County

of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability. \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations

promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and its employees with ~~domestic partners.~~ same sex spouses based on marriage equality act.
 - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or

- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized

representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

James C. Porter
Director of Public Works
County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94065
jporter@smcgov.org
(650) 361-8227

In the case of Contractor, to:

Mark Tiscomia
Principal

Hammel, Green and Abrahamson, Inc.
170 Maiden Lane, 5th Floor
San Francisco, CA 94108
MTiscomia@HGA.com
(415) 814-6936

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

HAMMEL, GREEN AND ABRAHAMSON, INC.



Contractor's Signature

Date: Feb 13, 2015

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. Description of Services to be Performed by the Contractor

Contractor shall provide professional architectural Bridging Documents and services to the County's Department of Public Works Cordilleras Replacement project. Bridging Documents will include but not be limited to: site evaluation, conceptual, schematic design development, investigation of existing conditions, space planning, cost analysis and estimates, assistance with the Design-Build RFQ/ process, design/ construction peer reviews.

II. Amount and Method of Payment

Contractor shall be entitled to payments in consideration for work performed per above, and based on those professional fees set forth in Exhibit B. Invoice(s) may be submitted by Contractor according to progress achieved and recognized by the Department, for payment by the County thirty working days from date of receipt, absent errors and/or corrections as may be found upon review of invoice(s).

III. Notice to Proceed

Upon acceptance, Contractor shall commence work upon receipt of a Notice to Proceed.

IV. Expenses

Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost upon submission of an expense report and backup documentation.

V. Changes in Work

The Director of Public Works or his designated representative may order changes, in writing, to the scope or character of work which are mutually acceptable, either decreasing or increasing the amount and duration of contract. However, the aggregate dollar amount of the Agreement may not exceed the total value of the Agreement without express consent of the County's Board of Supervisors.



Architecture | Engineering | Planning

December 2, 2014
Revised February 3, 2015

Subject: San Mateo County Health System Behavioral Health and Recovery Services
Proposal for Professional Services – Preparation of Bridging Documents for the Cordilleras
Mental Health Center Replacement Project

Dear Guido,

We are pleased to present our proposal to assist the County of San Mateo in the preparation of Bridging Documents for the new Cordilleras Mental Health Facility located in Redwood City. It is our understanding that the County would like to deliver the project via a Design-Build delivery method with the design build team to be selected at a later date. Our proposal is to generate a higher level of information from what was included in the Feasibility Study, to set the design direction for the project and also allow future bidders to better understand the project when they prepare their proposals. Based on discussions with the County and some previous examples of similar scopes of work we have completed, we offer the following proposal for service which we feel meets your needs to move forward with this project. Our proposed team for this project includes Mark Tiscornia as the Project Principal, Kevin Day as the Project Designer, and Vince Avallone as the Project Planner. Other supporting HGA project team members will be determined prior to commencement of work.

PROJECT DESCRIPTION

On November 18, 2014, the San Mateo County Board of Supervisors approved the proposal to move forward with the design and permitting of the Cordilleras Mental Health Center Replacement Project. This decision was based on the project as defined in the Feasibility Study developed by HGA, with the County DPW, Health System, and BHRS. The project is proposed as a phased construction, comprising the demolition of the existing 1950's-era Cordilleras Center building; the construction of five single-level Mental Health Rehabilitation Center buildings of approx. 10,500 GSF each; and the construction of a three-level Adult Rehabilitation Facility atop a single-level Campus Center with a total building area of approx. 45,000 GSF. The project includes site features such as surface parking, a recreation yard, and gardens. To create the useable area for the project, extensive site work is required - including the excavation and retention of several hill sides and the re-grading of the site. In addition, several new access roads and vehicular turnarounds are required. The site and project are challenged by the existence of a seasonal creek and the presence of protected wildlife habitat, all of which will require careful mitigation and coordination with State and Federal agencies.

SCOPE

Based on the information provided we have identified the following scope of work we are proposing to complete as part of this proposal.

1) Conceptual Design

- a) Develop a Conceptual Design package of drawings and diagrams to be used to inform the Design-Build proposals. All items below to be advanced beyond levels done for Feasibility Study:
 1. Block plans and adjacency diagrams
 2. Circulation diagrams
 3. Building massing
 4. Conceptual building elevations
 5. Key interior space concept for the MHRC and ARF buildings: including the distinction between enclosed vs. open spaces, and the indication of areas with significant volumetric characteristics such as multi-story open spaces, or areas with high ceilings.
 6. Exterior material options: multiple exterior cladding materials will be proposed and discussed during Conceptual Design, with the goal of selecting a preferred direction to move forward with into Schematic Design
 7. Code Analysis: confirm approach with County agencies and agencies having jurisdiction. Governing codes will include the California Building Code (CBC) and the Zoning Code: Planning and Building Department of San Mateo County. In addition, conceptual-level design issues will be addressed as related to licensing and as defined by the Mental Health Licensing and Certification section of the California Department of Health Care Services (DHCS), and the California Department of Social Services, Community Care Licensing Division (CCL).
 8. Structural system design narrative
- b) Other Consultants (County contract)
 1. MEP: Review and revise if required the MEP systems design narratives (including codes and standards).
- c) Client Meetings: Prep/Facilitate/Document (3) combined design and planning meetings to review and finalize Conceptual Design with DPW, SMCH, BHRS. The content of each of these meetings is listed in Attachment #1 Proposed Schedule.

2) Schematic Design (requires completed Conceptual Design)

- a) Develop a Schematic Design package of drawings and specifications to be used as Bridging documents to inform the Design-Build proposals.
 1. Fire Life Safety Plan (Exiting, Path of Travel)
 2. Floor Plans (walls, doors, windows, major equipment/furniture)
The schematic design will apply Lean principles and processes to define the health center operations and workflows, which will inform the facility planning.
 3. Building Exterior Elevations – including materials and colors
 4. Building Sections
 5. Structural Foundation and Framing Plans - including schematic level gravity, lateral, and foundation analysis. We will provide (2) schematic-level solutions for the lower level structure of the ARF building, where it is anticipated to engage the excavated hillside.
 6. Landscape Plans – landscape, hardscape, planting, irrigation
 7. Schematic Landscape design details
 8. Interior Design Finish palette – combining institutional requirements with residential and therapeutic ambience (high quality, durable, and long lasting)
 9. Reflected Ceiling Plans of key rooms including: Visitor Areas, Bedroom types, Office, Meditation Room, Therapy/Interview room, Exam room, Medication Room, Care Team Station, Servery and Dining Room, Rehab/Activity Room, Living Room, and Gymnasium/Auditorium.
 10. Room Data sheets of the same key rooms listed above

11. Diagrammatic typical wall sections
 12. Hardware, windows, and doors design criteria narrative
 13. Perspective renderings: (2) exterior, (1) interior, (1) one aerial
 14. Sustainable Design narrative and preliminary LEED credit summary
 15. Furniture Fixtures and Equipment list – This list will not include specific products, manufacturers, materials and finishes.
 16. Schematic design will include as applicable, the incorporation of published Evidence-Based Design principles for mental health facilities.
 17. ARF to be designed and specified to allow for potential future conversion to a MHRC (with delayed-egress/R occupancy, not locked/I.3 occupancy)
- b) Other Consultants required (under separate County contract)
1. Geotechnical: Coordinate soil borings and produce Geotechnical report to inform site and foundation design.
 2. Civil: Schematic Grading Plan, Review and revise if required the Civil / Site Utility systems design narratives (including codes and standards).
 3. Mechanical: Schematic Mechanical Plans / RCP's, Assist with Sustainable Design assessment and narrative.
 4. Electrical: Schematic Electrical Plan, Provide preliminary Energy Modeling Analysis, Assist with Sustainable Design assessment and narrative.
 5. Plumbing: Schematic Plumbing Plan, Assist with Sustainable Design assessment and narrative.
 6. Fire Protection: Review and revise if required the design narrative for fire protection systems.
 7. Telecommunications/Technology/Security: Review and revise if required the design narratives for Telecomm and Security systems. Advise on the inclusion of security features in the design such as the need for a sally port, seclusion room, staff communication system and duress alarms.
- c) Client meetings: Prep/Facilitate/Document (4) combined meetings to review and finalize Schematic Design with DPW, SMCH, BHRS. The content of each of these meetings is listed in Attachment #1 Proposed Schedule.

3) Site Plan and Phasing Diagrams

In concert with Conceptual or Schematic Design:

- a) Develop Site Plan with building siting, floor elevations, grades, retaining walls, roads, sidewalks, parking lots, security fences/gates and outdoor activity areas.
- b) Develop (revise) phasing diagrams based on Site Plan and new approach to Phase One (3 MHRC's).
- c) Landscape Architect: Provide input on Site Plan (outdoor activity areas, tree replacement strategy).
- d) Other Consultants (under separate County contract)
 1. Civil: Provide input on Site Plan (grades, retaining walls, roads, etc.)
 2. Arborist: Conduct tree survey; identify "significant" trees (large, heritage, ordinance) that may impact Site Plan.
- e) Client Meetings: Prep/Facilitate/Document (2) meetings to review and finalize Site Plan and Phasing Diagrams with DPW, SMCH, BHRS. The content of these meetings will be included in the agendas of the Concept and Schematic Design Meetings as listed in Attachment #1 Proposed Schedule.

4) Technical Performance Specifications

- a) Develop performance specifications for systems described in Feasibility Study and Conceptual/Schematic design narratives:
 - 1. Division 03 – Concrete
 - 2. Division 04 – Masonry
 - 3. Division 05 – Metals
 - 4. Division 06 - Wood, Plastics & Composites
 - 5. Division 07 - Thermal & Moisture Protection
 - 6. Division 08 – Openings
 - 7. Division 09 – Finishes
 - 8. Division 10 – Specialties
 - 9. Division 12 – Furnishings
 - 10. Division 14 - Conveying Equipment
 - 11. Division 21 - Fire Suppression
 - 12. Division 22 – Plumbing
 - 13. Division 23 - Heating, Ventilating and Air Conditioning
 - 14. Division 26 – Electrical
 - 15. Division 27 – Communication
 - 16. Division 31 – Earthwork
 - 17. Division 32 - Exterior Improvements, Sidewalks
- b) Client meetings: Prep/Facilitate/Document (1) meeting with DPW, SMCH, BHRS to review Specifications. The content of these meetings will be included in the agendas of the Schematic Design Meetings as listed in Attachment #1 Proposed Schedule.

5) Cost Estimate

- a) Develop cost estimates at the completion of each design phase:
 - 1. Conceptual Design
 - 2. Schematic Design
- b) Client meetings: Prep/Facilitate/Document (1) meeting with DPW, SMCH, BHRS to review Cost Estimate at the conclusion of each design phase. The content of these meetings will be included in the agendas of the Concept and Schematic Design Meetings as listed in Attachment #1 Proposed Schedule.

6) CEQA Process Assistance

- a) During the Environmental Review Process, HGA will support the Owner and coordinate with the Design-Build Team, in an effort to meet the requirements of the California Environmental Quality Act (CEQA).
 - 1. Provide Environmental Review consultant with information and drawings produced during the Feasibility Study and Bridging efforts
 - 2. Participate in meetings and hearings with agencies such as US Fish and Wildlife Service, and California Department of Fish and Wildlife.
 - 3. Consult with the Design-Build team to communicate adjustments to the design, to mitigate environmental impacts, to meet CEQA requirements, as directed by owner.

7) Design-Build Request for Proposal/Qualifications Development

- a) Assist in Owner in the development of the Design-Build RFQ/P.

8) Design-Build Proposal Review

- a) Assist Owner in evaluation of Design-Build proposals
 - 1. Meet with D-B teams to answer questions
 - 2. Review and respond to D-B Team RFIs
 - 3. Participate in D-B team interviews
 - 4. Meet with the Owner to review and evaluate submitted D-B team proposals.

9) Peer Review

Act as a consulting Architect to provide peer review during the design and construction of the project. As our scope is limited to review, we will not approve or reject the Design-Build documents.

- a) Design-Build Submittal Review of Design Development & Construction Documents
 1. Attend and participate as required in up to (4) four User Group Meetings with the Owner and Design Build Team to answer questions and provide opinions if requested.
 2. Review the Design-Build Design Submittals at 50% and 100% completion of Design Development and Construction Document Phases as submitted by the Design Builder for conformance with the design intent contained in the Bridging Documents.
 3. Review Furniture, Fixtures, and Equipment specified by the Design-Build team.
 4. Prepare and submit a written analysis of and recommendations concerning the Design Build Team Design Submittals. The analysis shall specifically address any significant deviations from the Bridging Documents.

- b) Design Build Construction (architectural services only)
 1. Attend and participate as required in a pre-construction meeting called by the Owner.
 2. The consulting Architect's responsibilities shall include interpretation of the Bridging Documents, periodic site observations, and general consultation to the Owner on design matters. The consulting Architect's duties shall not include acting as the Architect or Engineer of Record, administration of communications with Design Builder, chairing meetings with Design Builder, monitoring the schedule, negotiation of price changes, or coordination of closeout.

10) Community Outreach

Assist with the development and participate in five design presentations to the public or external community. Participation in these presentations excludes the production of new graphic exhibits.

11) Design Contingency

- a) Design team attendance at meetings beyond what is outlined in Attachment #1.
- b) Extended approval process beyond what is outlined in Attachment #1.

SCHEDULE

See Attachment #1. We anticipate the design portion of this proposal to take approximately five months from a Notice to Proceed, with the expectation that County approvals would be completed in a timely manner to support this schedule. We understand approvals time and the schedule may need to extend accordingly. The fees in this proposal assume a completion of our work within six months of a Notice to Proceed. Future phases of work will be dependent on the County's procurement timeline.

A total of seven meetings have been accounted for in Attachment #1 at various stages of the design. Some of the meetings listed in the scope section of this proposal anticipate covering multiple agendas in the same meeting. We have budgeted for a total of eleven meetings leaving four meetings as a contingency to be determined at a later date. Additional meetings beyond those outlined may require additional fees. We will notify the county as we approach the limit. Based on conversations with the County, we realize that there may be a need to include additional design scope, meetings, and deliverables. We have included a contingency in our fee proposal to cover these unforeseen needs.

DELIVERABLES

- Space Program
- Conceptual Design Package
- Schematic Design Package
- Specifications
- Cost Estimate

Deliverables will be produced using the Building Information Modeling (BIM) software: Autodesk Revit.

COMPENSATION FOR PROFESSIONAL SERVICES

Our hourly rates will remain as defined in our current on-call contract with the County through August 5, 2016. After which time, and through 2019, our hourly rates increase as shown in Attachment #2. The Not-to-Exceed limit identified below will remain in effect. We are proposing to complete the design portion of the work as a lump sum based on the scope outlined in this proposal, billed on a monthly percent complete basis (through scope item 5: Cost Estimate). The future Design Build selection and oversight scope of work will be billed as an hourly not-to-exceed amount, billed monthly (through scope item 12: Additional Meetings).

1	Conceptual Design	\$68,000
	Structural Engineer (HGA)	\$6,000
2	Schematic Design	\$189,000
	Structural Engineer (HGA)	\$39,000
	Landscape Architect (RHAA)	\$36,000
3	Site Plan and Phasing Diagrams	\$24,000
4	Technical Performance Specifications	\$18,000
5	Cost Estimate	\$16,000
Total Lump Sum		\$396,000
	Reimbursable Expenses (includes expenses for Struct. and Landscape)	\$14,000
Not-to-Exceed		
6	CEQA Process Assistance	\$30,000
7	Design-Build Request for Proposal/Qualifications Development	\$10,000
8	Design-Build Proposal Review (includes fee for Structural and Landscape)	\$35,000
9	Peer Review (includes fee for Structural and Landscape)	\$115,000
10	Community Outreach	\$10,000
11	Design Contingency	\$50,000
Total Hourly		\$250,000
	Reimbursable Expenses	\$10,000
TOTAL		\$670,000

Expenses

We have included basic expenses in our proposal amount listed above at HGA cost, including: in-house printing, postage, copying, deliveries, and travel within the Bay Area. Included is one half sized of drawings and specifications at the completion of Conceptual Design, 50% Schematic Design and 100% Schematic design.

CONSULTANTS

Our proposal includes fees for both Structural Engineering (HGA) and Landscape Architect (RHAA). It is our understanding, that the other consultants will be contracted directly with the County – including Mechanical, Electrical, Plumbing, Fire Life Safety, Low-voltage, Civil, Geotechnical, and Arborist. Given our past successful experience, we are recommending that the team which assisted us in preparing the Feasibility Study be utilized for this scope of work.

EXCLUSIONS

We have excluded the following items from our proposal at this time.

- 1) Consulting Engineers and/or Specialty Consultants other than Cost Estimator, Structural Engineering and Landscape Architecture.
- 2) Producing and providing an Environmental Impact Report.

Cordilleras Replacement Project
Attachment #1 - Bridging Documents Schedule

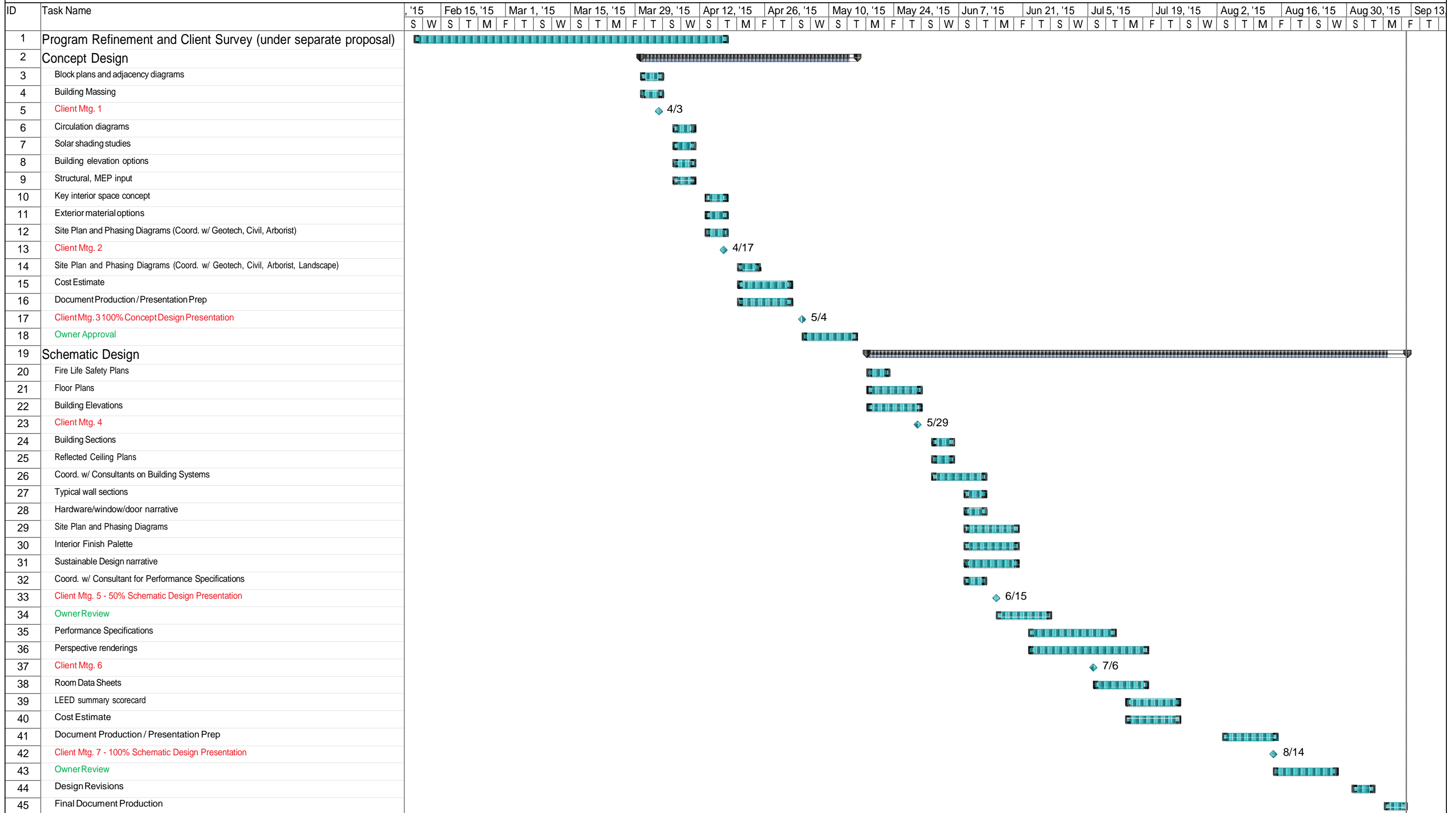


Exhibit B

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

	Through July	Aug - Dec			
	<u>2016</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Principal	\$230	\$242	\$249	\$256	\$264
Sr. Planner	\$220	\$231	\$238	\$245	\$252
Sr. Designer	\$195	\$205	\$211	\$217	\$224
Coordinator	\$90	\$95	\$97	\$100	\$103
Sr. Project Coordinator	\$145	\$152	\$157	\$162	\$166
Sr. Interior Designer	\$155	\$163	\$168	\$173	\$178

Exhibit IP – Intellectual Property Rights

1. Upon payment of all amounts due under this Contract, the County of San Mateo (“County”), shall own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property created pursuant to this Contract. “Work Products” does not include Contractor’s pre-existing intellectual property such as standard details and specifications, or third-party intellectual property licensed to Contractor. Contractor’s pre-existing intellectual property is hereby licensed to County on a non-exclusive, royalty-free basis.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Exhibit IP to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.
7. If County uses the Work Products or Contractor’s pre-existing intellectual property without Contractor’s involvement, County shall remove the Contractor’s seals, certifications and identification from the Work Product and hereby releases the Contractor and Contractor’s consultant(s) from all claims and causes of action arising from such uses.

ATTACHMENT I

**Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the
DHHS regulation.

Stacy Wegzyn

Name of 504 Person - Type or Print

Hammel, Green and Abrahamson, Inc

Name of Contractor(s) - Type or Print

170 Maiden Lane

Street Address or P.O. Box

San Francisco, CA 94103

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature



Vice President

Title of Authorized Official

Feb 13, 2015

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ATTACHMENT II

NONCOLLUSION DECLARATION

(To Be Executed By Bidder and Submitted With Bid)

Project: (Cordilleras Bridging Documents)

The undersigned declares

I am the Vice President of HGA, Inc, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Feb 13, 2015 date, at San Francisco city, California state."



Signature

Vice President

Title