

Professional Services Agreement

Between

County of San Mateo

and

Skidmore Owings & Merrill LLP

June 1, 2020

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COUNTY

Skidmore, Owings and Merrill LLP One Maritime Plaza, Floor 25, San Francisco, CA 94111

This Professional Services Agreement (the “**Agreement**”) is dated June 1, 2020 and is by and between the County of San Mateo, a political subdivision of the State of California (“**Owner**”) and Skidmore, Owings & Merrill LLP (SOM) (“**Architect**”).

Recitals

WHEREAS, Owner wishes to retain Architect to provide architectural, engineering and related services for its County Office Building 3 (COB 3) Project;

WHEREAS, Architect was selected by means of Owner’s consultant selection process, and represents that it is qualified to provide the services required by Owner as set forth in this Agreement;

WHEREAS, Owner’s rules and regulations authorize Owner to enter into agreements for professional services; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

AGREEMENT

1. Definitions

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

“Agreement”	This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, <u>Appendix A</u> (Services to be Provided by Architect), <u>Appendix B</u> (Payments to Architect), <u>Appendix C</u> (Milestone Schedule), <u>Appendix D</u> (Deliverables) and <u>Appendix E</u> (Insurance) attached hereto
“Architect”	Skidmore, Owings & Merrill LLP One Maritime Plaza Floor 25 San Francisco, CA 94111 Tel: (415) 981 1555
Owner”	County of San Mateo
“Project”	The project described in <u>Appendix A</u> , Services to be Provided by Architect.
“Services”	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, building information modeling, coordination and administrative services.
“Standard of Care”	The standard of professional skill and care ordinarily observed by a professional practicing in the same or similar locality under the same or similar conditions and circumstances.

“Sub-consultants”	Architect’s consultants, Sub-consultants, contractors and sub-contractors, of any tier.
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2. Term of Agreement

- 2.1 All work comprising the Services shall be performed, and shall be deemed performed, under this Agreement. This Agreement shall conclude upon the completion of the Project.

3. Services Architect Agrees to Perform

- 3.1 Architect shall perform all Services described in Appendix A, Services to be Provided by Architect, attached hereto and incorporated by reference as though fully set forth herein.
- 3.2 Architect shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix C. Architect agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for Owner’s review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and Services. Architect shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an Excusable Event causes delay (“**Excusable Delay**”), and unless Architect gives written notice of the Excusable Event and requests a time extension within twenty-one (21) days of the occurrence of the Excusable Event. (“**Excusable Events**” shall be limited to acts of neglect by Owner or Owner’s agents, contractors or consultants when acting at Owner’s direction, breaches of this Agreement by Owner, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Architect’s reasonable control.) If the period of Excusable Delay caused by an Excusable Event concurs with an Architect caused or other non-excusable delay, Owner may (but shall not be required to) grant a time extension without compensation.
- 3.3 Architect may recover extra costs resulting from Excusable Delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Architect as a direct result of the delay and not otherwise within Architect’s scope of Services, and (iii) are documented to Owner’s satisfaction.
- 3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Architect shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement

4. Compensation

- 4.1 Owner shall pay Architect compensation according to the Compensation Schedule established in Appendix B, “Payments to Architect”. Owner shall pay Architect in monthly payments on or before the last day of each month for Services in an amount which the Owner, in its sole discretion, concludes is the value of the Services which have been properly performed as of the last day of the immediately preceding month and is invoiced and due under Appendix B.
- 4.2 Owner shall not incur any charges under this Agreement, nor shall any payments become due to Architect for any payment period on the Project, until Owner receives all deliverables required under Appendix D, “Deliverables”, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Architect has partially completed one or more deliverables due during a payment period, and if Architect demonstrates diligent progress thereon, then Owner will make a partial progress payment based upon Architect’s percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon Owner. Except for where Owner issues to Architect a Letter of Intent to Award

Agreement directing Architect to immediately proceed with services set forth in the Letter to Award Agreement, Owner shall not be liable for, and Architect shall not be entitled to, any payment for Services performed before this Agreement's execution or the issuance of the Letter of Intent to Award Agreement. .

- 4.3 Where Owner questions the amount invoices by Architect on the grounds that the Services were not performed consistent with the Standard of Care or that Architect has failed to provide sufficient documentation verifying the questioned amount(s), Owner may withhold payment. However, Owner will not withhold entire payment if a questioned amount is involved but will issue payment in the amount of the total invoice less any questioned amount(s). Owner will make payment for questioned amounts(s) upon Owner's receipt of any requested documentation verifying the claimed amount(s) and Owner's determination that the amount is due under the terms of this Agreement. Owner shall advise Architect, in writing, within thirty (30) calendar days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of Owner including, without limitation, Architect's transmittal of all deliverables to Owner required by Appendix A, Services to be Provided by Architect.
- 4.4 Invoices furnished by Architect under this Agreement must be in a form acceptable to Owner. All amounts paid by Owner to Architect shall be subject to audit by Owner. Payment shall be made by Owner to Architect at the address stated in Paragraph 6.1 below.
- 4.5 Owner may set off against payments due Architect under this Agreement any sums that Owner determines that Architect owes to Owner because of Architect's performance inconsistent with the Standard of Care, breaches of this Agreement, delays or other acts that caused Owner monetary damages. Prior to exercising such right, Owner must demand and attend mediation pursuant to Paragraph 22.2 below of this Agreement, to be attended by Owner, Architect, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the Owner's demand, then the San Mateo County Superior Court may upon application by any party make such selection for the parties. If a party other than Owner refuses to mediate under this Paragraph 4.5, then Owner shall have satisfied its obligations under this Paragraph.

5. Maximum Costs

- 5.1 Owner's obligation hereunder shall not at any time exceed the amount approved by Owner's Board of Supervisors and approved by Owner's Representative or designee for payment to the Architect pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, and except as may have been specifically authorized by the Board of Supervisors in authorizing entry into this Agreement, Owner has not authorized its Supervisors, employees, officers and agents to request Architect to perform Services or to provide materials, equipment and supplies that would result in Architect performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the Owner amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.3 Except as otherwise specifically authorized by Paragraph 5.2, Owner shall not reimburse Architect for Services, materials, equipment or supplies provided by Architect beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written

amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

6.1 For purposes of this Agreement, except for notices specified under Paragraph 17 below, Owner and Architect shall direct all communications to each other as follows:

Owner

Project Executive
Project Development Unit
1402 Maple Street
Redwood City, CA 94063

Architect

Principal In-Charge
SOM
One Maritime Plaza Floor 25
San Francisco, CA 94111

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

6.3 Architect agrees that all senior professional personnel assigned to the Project will be those listed in its proposal, Exhibit 1 to Appendix A, attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel may in the future cease to be employed by Architect and because of the termination of such employment no longer able to provide Services. However, Architect agrees that replacement of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of Owner. Any costs associated with replacement of personnel shall be borne exclusively by Architect. Resumes for all listed senior professional personnel are attached via Exhibit 1 to Appendix A and by this reference incorporated herein.

6.4 Architect agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Architect shall not charge Owner for the cost of training or "bringing up to speed" replacement personnel. Owner may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Architect's cost.

7. Representations

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

7.2 Architect represents that it is qualified to perform the Services and that it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Architect also represents that it has knowledge of and will provide Services consistent with the Standard of Care in order to comply with, all applicable building codes, laws, regulations and ordinances. Architect shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with all applicable laws, ordinances, regulations and codes.

7.3 Architect represents that it and its Sub-consultants have specialized expertise in designing and observing construction of facilities similar to those intended for the Project. Sub-consultants'

Statements of Qualification, will be incorporated into this Agreement as an exhibit. Architect agrees that the Services shall be performed in a manner that conforms to the Standard of Care. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the care which will be used in rendering the Services hereunder. Architect agrees that for a period of one (1) year after the completion of the Services or at the final acceptance of the construction resulting from the Services, whichever is later, it will re-perform or replace any part or all of the Services deemed by Owner to be defective and/or not meeting the above standard.

7.4 The granting of any progress payment by Owner, or the receipt thereof by Architect, or any inspection, review, approval or oral statement by any representative of Owner or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of Architect for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

8.1 To the fullest extent permitted by law, but only to the proportionate extent of Architect's negligence, recklessness or gross negligence, Architect shall indemnify and hold harmless Owner and its Supervisors, officers, agents, departments, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all loss damage, injury (including, without limitation, economic harm, injury to or death of an employee of Architect or its Sub-consultants), expense and liability to the extent caused by the negligence, recklessness or gross negligence of Architect, any Sub-consultant, anyone directly or indirectly employed by them, or anyone for whom Architect is legally liable (collectively "**Liabilities**"). In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. The parties expressly agree that this indemnity provision does not include a duty to defend claims, causes of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Architect.

8.2 Architect shall indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability in law or in equity, including reasonable attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Owner, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

8.3 Architect shall place in its sub-consulting agreements and cause its Sub-consultants to agree to indemnities and insurance obligations (except insurance limits) in favor of Owner and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.4 Owner acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Architect's responsibilities and expertise and is not included in the scope of Services Architect is to perform nor included in Architect's insurance. Owner shall hire an expert consultant in this field if the Project involves such materials. Architect shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Architect shall be responsible

to coordinate with Owner's expert consultant as required by Article 2.2.13 below 2.3 of Appendix A, Services to be Provided by Architect.

9. Liability of Owner

- 9.1 Except as provided in Appendix A, Services to be Provided by Architect and Appendix E, Insurance, Owner's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall Owner or Architect be liable to the other, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract, and breach of warranty.
- 9.3 Owner shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by any of its employees, even though such equipment be furnished, rented or loaned to Architect by Owner. The acceptance or use of such equipment by Architect or any of its employees shall be construed to mean that Architect accepts full responsibility for and shall exonerate, indemnify, defend and save harmless Owner from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Architect, its employees, Owner employees or third parties, or to property belonging to any of the above.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which Owner or Architect may have under this Agreement or any applicable law. All rights and remedies of Owner or Architect, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes and Other Expenses

- 10.1 Architect shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Architect performs the Services required of Architect by the terms of this Agreement. Architect shall be fully liable for the acts and omissions of its Sub-consultants, its employees and its agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between Owner and Architect. Architect acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be Owner employees, and shall not be entitled to receive any benefits conferred on Owner employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Architect shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 Architect shall make its designated representative available as much as reasonably possible to Owner staff during the Owner's normal working hours or as otherwise requested by Owner. Terms in this

Agreement referring to direction from Owner shall be construed as providing for direction as to policy and the result of Architect's Services only and not as to the means by which such a result is obtained.

11. Insurance

11.1 Prior to execution of this Agreement, Architect shall furnish to Owner Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix E, Insurance, which is attached and made a part of this Agreement. Architect shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in Appendix E. In the event Architect fails to maintain any required insurance, and notwithstanding Paragraph 4.5 above, Owner may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Architect under this Agreement (or Architect shall promptly reimburse Owner for such expense).

12. Suspension of Services

12.1 Owner may, without cause, order Architect to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner shall deliver to Architect written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay.

12.2 Notwithstanding anything to the contrary contained in this Paragraph 12, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Architect is responsible.

13. Termination of Agreement for Cause

13.1 Subject to the Standard of Care, if at any time Owner believes Architect may not be performing its obligations under this Agreement, that Architect may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Architect's performance, Owner may request from Architect prompt written assurances of performance and a written plan acceptable to Owner to correct the observed deficiencies in Architect's performance ("**Cure Plan**"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Sub-consultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Architect shall provide such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. Architect acknowledges and agrees that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

13.2 Architect shall be in default of this Agreement and Owner may, in addition to any other legal or equitable remedies available to Owner, terminate Architect's right to proceed under the Agreement, in whole or in part, for cause:

- a. Should Architect make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Architect in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Architect or of all or any substantial part of the properties of Architect, or if Architect, its directors or shareholders, take action to dissolve or liquidate Architect; or

- b. Should Architect commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from Owner to Architect demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Architect to avail itself of this time period in excess of ten (10) calendar days, Architect must provide Owner within the ten (10) calendar day period a written Cure Plan acceptable to Owner to cure said breach, Owner must approve of such plan, and then Architect must diligently commence and continue such cure according to the written Cure Plan.); or
- c. Should Architect violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) calendar days of the date of the notice from Owner to Architect demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Architect to avail itself of this time period in excess of ten (10) calendar days, Architect must provide Owner within the ten (10) calendar day period a written Cure Plan acceptable to Owner, and then Architect must diligently commence and continue performance of such cure according to the written Cure Plan.)

13.3 In the event of termination by Owner as provided herein for cause:

- a. Owner shall compensate Architect for the value of the Services delivered to Owner upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but Owner shall not compensate Architect for its costs in terminating the Services or any cancellation charges owed to third parties;
- b. Architect shall deliver to Owner within thirty (30) calendar days possession of all tangible aspects of the Services, including the Instruments of Service, in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Sub-consultants, and all other documentation associated with a Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- c. Architect shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that Owner may have to claim and recover damages for any breach of this Agreement, but rather, Architect shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and failure to comply with the Agreement that Owner would not have incurred but for Architect's default.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 14 below, and Architect shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Architect.

14. Termination of Agreement for Convenience

14.1 Owner may terminate performance of the Services under the Agreement in accordance with this Paragraph 14 in whole, or from time to time in part, whenever Owner shall determine that termination is in the Owner's best interests. Termination shall be effected by Owner delivering to Architect, at least fifteen (15) calendar days prior to the effective date of the termination, a Notice of Termination

(“**Notice of Termination**”) specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by Owner, Architect shall:

- a. Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontracts (including agreements with Sub-consultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
- d. Assign to Owner in the manner, at times, and to the extent directed by Owner, all right, title, and interest of Architect under orders and subcontracts so terminated. Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of Owner to the extent Owner may require. Owner's approval or ratification shall be final for purposes of this clause;
- f. Transfer possession of Architect's and Architect's Sub-consultants' work product and Instruments of Service, finished and unfinished, to Owner, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by Owner, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in hard-copy and electronic CAD, and PDF format[for consideration], all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to Owner; Owner acknowledges that said documents were prepared for the purpose of the Project; and agrees that any future use, reuse, or modification of Architect's materials shall be at the County's sole risk and without liability to the Architect;
- g. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
- h. Take such action as may be necessary, or as Owner may direct, for the protection and preservation of property related to this Agreement which is in Architect's possession and in which Owner has or may acquire an interest.

14.3 After receiving a Notice of Termination, Architect shall submit to Owner a termination claim, in the form and with the certification Owner prescribes. The claim shall be submitted promptly, but in no event later than three (3) months from the effective date of the termination, unless one or more extensions in writing are granted by Owner upon Architect's written request made within such three-month period or authorized extension. However, if Owner determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three-month period or extension. If Architect fails to submit the termination claim within the time allowed, Owner may determine, on basis of information available to it, the amount, if any, due to Architect because of the termination. Owner shall then pay to Architect the amount so determined.

- 14.4 Subject to provisions of Paragraph 14.3 above, Architect and Owner may agree upon the whole or part of the amount or amounts to be paid to Architect because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Architect shall be paid the agreed amount.
- 14.5 If Architect and Owner fail, under Paragraph 14.4 above, to agree on the whole amount to be paid to Architect because of termination of Services under this Paragraph 14.5, then Architect's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
- a. Reasonable value of Architect's Services performed prior to Notice of Termination, based on Architect's entitlement to compensation under Appendix B, Payments to Architect. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Architect, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of ten (10) percent of Architect's total costs of performing the Services.
 - b. When, in opinion of Owner, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Architect's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.
 - c. Reasonable cost to Architect of handling material returned to vendors, delivered to Owner or otherwise disposed of as directed by Owner.
- 14.6 Except as provided in this Agreement, in no event shall Owner be liable for costs incurred by Architect (or Sub-consultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 14.5 above.
- 14.7 This Paragraph shall not prohibit Architect from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 14.2 above or costs authorized by Owner to settle claims from Sub-consultants.
- 14.8 In arriving at amount due Architect under this Paragraph 14.5 there shall be deducted:
- a. All unliquidated advance or other payments on account theretofore made to Architect, applicable to the terminated portion of Agreement,
 - b. Any substantiated claim that Owner may have against Architect in connection with this Agreement, and
 - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Architect or sold under the provisions of this Paragraph 14.5, and not otherwise recovered by or credited to Owner.

14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Architect may file with Owner a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. Owner may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of Owner and Architect to agree upon amount or amounts to be paid to Architect for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit Owner's rights and remedies pursuant to this Agreement or at law.

15. Conflicts of Interest/Other Agreements

15.1 Architect represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.

15.2 Architect represents that it has completely disclosed to Owner all facts bearing upon any possible interests, direct or indirect, which Architect believes any member of Owner, or other officer, agent or employee of Owner or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by Owner for cause. Architect shall comply with the Owner's conflict of interest codes and their reporting requirements.

15.3 Architect covenants that it presently has no interest, and during the term of this Agreement shall act in good faith to avoid having any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement.

16. Proprietary or Confidential Information of Owner; Publicity

16.1 Architect acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Architect may have access to private or confidential information that may be owned or controlled by Owner and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Owner. Architect agrees that all private, confidential, or proprietary information disclosed by Owner to or discovered by Architect in the performance of its Services shall be held in strict confidence and used only in performance of the Agreement. Architect shall exercise the same Standard of Care to protect such information as a reasonably prudent Architect would use to protect its own proprietary data and shall not accept employment adverse to the Owner's interests where such confidential information could be used adversely to the Owner's interests. Architect shall notify the Owner immediately in writing if it is requested to disclose any information made known to or discovered by Architect during the performance of or in connection with the Services pursuant to this Agreement. This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict Architect from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for Architect to defend itself from any suit or claim.

16.2 Any publicity or press releases with respect to the Project or Services shall be under the Owner's sole discretion and control. Architect shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without Owner's prior written consent. Architect shall have the right, however, without Owner's further consent, to include non-confidential Owner approved descriptions, renderings, photos or representations of the Project or Services among Architect's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

16.3 The provisions of this Paragraph 16 shall remain in effect after termination of Services to the Owner hereunder.

17. Notices to the Parties

- 17.1 All notices (including requests, demands, approvals or other communications other than Ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.
- 17.2 Notice shall be sufficiently given for all purposes as follows:
- a. When personally delivered to the recipient, notice is effective on delivery.
 - b. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - c. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - d. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 17.
- 17.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.
- 17.4 Addresses for the purpose of giving notice are set forth in Paragraph 6.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 17.

18. Ownership of Results/Work for Hire

- 18.1 Architect shall be deemed the author of all drawings, specifications and any other documents, samples, models, prototypes or other materials prepared by the Architect ("**Instruments of Service**"), and shall retain all common law, statutory and other reserved rights with respect to the Instruments of Service, including ownership of the copyright.

18.2 Architect grants Owner a royalty free, non-exclusive, perpetual, unconditional, and irrevocable license for Owner to reproduce, publish, or otherwise use, and to authorize others to use for Owner's direct purposes, all Instruments of Service, upon full payment of all undisputed sums due Architect. By way of illustration, and not limitation, Owner may use all Instruments of Services for: (a) the Project; (b) further development of the Project by Architect or other design professional; and (c) repair, maintenance, renovation, modernization, alterations, and additions to the Project. Furthermore, Architect grants to Owner a license to use the Instruments of Service, and any derivate works,

proprietary design, or images based on the Instruments of Service, for any publication, display, marketing, advertising, logos, and other uses as may be desired by Owner.

18.3 If Owner reuses the Instruments of Service without Architect's involvement, Owner agrees to releases, hold harmless, and indemnify Architect from all claims and causes of action to the extent such claims and causes arise from the reuse.

18.4 Neither Owner nor Architect shall use the Instruments of Service to substantially replicate the Project on any other project. Notwithstanding the foregoing, neither Party shall be liable if standard or individual elements of the Instruments of Service are repeated, reflected, or echoed on future projects.

18.5 Under no circumstances shall Architect be entitled to withhold the Instruments of Service from Owner or rescind the license granted herein.

18.2

18.3 Both parties understand and agree that Owner must comply with the California Public Records Act (“**Act**”). If Architect believes that any document or information furnished to Owner in connection with Architect’s performance of Services is exempt from public disclosure under the Act, it shall so advise Owner in writing at the time the document or information is furnished and shall be solely responsible for asserting, in whatever fashion and to the extent it so desires, any applicable exception to the Act.

19. Audit and Inspection Records

19.1 Architect shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Architect during the course of performing the Services and providing services with respect to any Project, for a period of at least five (5) years following final completion and acceptance of the last Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to Owner, and Owner’s authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Architect’s personnel costs, Architect costs, and reimbursable expenses pertaining to both Basic Services, and Additional Services shall be kept on a generally recognized accounting basis, and shall be available to Owner, and Owner’s authorized agents, officers, and employees, upon request at reasonable times and places. Architect shall not destroy any Project records until after advising Owner and allowing Owner to accept and store the records.

19.2 The rights and obligations established pursuant to this Paragraph shall survive termination of this Agreement.

20. Subcontracting/Assignment/Owner Employees

20.1 Architect and Owner agree that Architect’s unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Architect under this Agreement are personal in character. Therefore, Architect shall not, unless otherwise contemplated by this Agreement, subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by Owner in a written instrument executed and approved by the Owner in writing.

20.2 Architect shall use the Sub-consultants identified in this Agreement in Appendix A and/or the revised RFP hereto and shall not substitute Sub-consultants unless approved by written instrument executed and approved by the Owner in writing.

20.3 Architect shall not employ or engage, or attempt to employ or engage, any person who is or was employed by Owner or any department thereof at any time that this Agreement is in effect, and for a period of two (2) years after the termination of this Agreement or the completion of the Services, without the written consent of Owner.

21. Other Obligations

21.1 Discrimination, Equal Employment Opportunity and Business Practices. Architect shall not discriminate against any employee or applicant for employment, nor against any Sub-consultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Architect shall comply with all federal, state and local laws (including, without limitation, Owner ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. With respect to the provision of employee benefits, Architect shall comply with San Mateo County Ordinance Code which prohibits contractors (as defined in that ordinance) from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

21.2 Drug-Free Workplace Policy. Architect acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Owner premises. Architect agrees that any violation of this prohibition by Architect, its employees, agents or assigns shall be deemed a material breach of this Agreement.

21.3 Compliance with Americans with Disabilities and Rehabilitation Act. Architect acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Architect shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Architect agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Architect, its employees, agents or assigns shall constitute a material breach of this Agreement. Architect shall comply with § 504 of the Rehabilitation Act of 1973, 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.

21.4 Employee Jury Service Ordinance. Architect shall comply with San Mateo County Ordinance Code with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Architect, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees' deposit any fees received for such jury service with the Architect or that the Architect deducts from the employees' regular pay the fees received for jury service.

21.5 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 Architect to penalties, to be determined by Owner's County Manager, including but not limited to: (a) termination of this Agreement; (b) disqualification of the Architect from bidding on or being awarded a County contract for a period of up to three (3) years; (c) liquidated damages of \$2,500 per violation; and/or (d) 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 Architect's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Architect under this Agreement or any other agreement between Architect and Owner. Architect 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 thirty (30) days such entity has not notified Architect 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. Architect shall provide Owner with a copy of Architect's response to the complaint when filed.

22. Disputes

22.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Manager of San Mateo County Project Development Unit and a principal of the Architect who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party and a meeting between the Project Executive and principal of the Architect shall then take place within five (5) days of the date of the request.

Provided that Owner continues to compensate Architect in accordance with this Agreement, Architect shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Architect to discontinue Services during the course of any dispute. Architect's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Architect agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, but not limited to, the time to complete the Services. Architect also agrees that should Architect discontinue Services due to a dispute or disputes, Owner may terminate this Agreement for cause as provided herein.

22.2 In the event of claims exceeding **[\$25,000]**, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS, in San Francisco, California, before a mediator mutually agreeable to the parties (and such mediator need not be employed by or affiliated with JAMS), and in the event the parties are unable to agree, selected by a judge of the San Mateo County Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et. seq., and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

23. Agreement Made in California; Venue

23.1 This Agreement shall be deemed to have been executed in the City of Redwood City, County of San Mateo. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the County of San Mateo unless the parties agree otherwise in a written amendment to this Agreement.

23.2 The parties shall execute **two (2)** originals of this Agreement, both of which shall be deemed originals.

24. Compliance with Laws

24.1 Architect shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Architect shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

24.2 Architect represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations and be consistent with the Standard of Care.

25. Miscellaneous

25.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.

25.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by Owner of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Paragraph 25.2 shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.

25.3 Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.

25.4 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

25.5 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement.

26. Entire Agreement; Modifications

26.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.

26.2 To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control. For the sake of clarity, the

Parties intend that to the extent it does not conflict with other provisions of this Agreement, Architect's proposal, attached hereto as Exhibit 1 to Appendix A, shall be considered part of this Agreement.

- 26.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both Owner and Architect expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 26.4 Architect, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Architect shall require its Sub-consultants (if any) to do the same, and the Sub-consultants' price proposals shall accompany Architect's price proposals.
- 26.5 Changes in the Services made pursuant to this Paragraph 26 and extensions of the Agreement time necessary by reason thereof shall not in any way release Architect's representations and agreements pursuant to this Agreement.
- 26.6 Whenever the words "**as directed**", "**as required**", "**as permitted**", or words of like effect are used, it shall be understood as the direction, requirement, or permission of Owner. The words "**approval**", "**acceptable**", "**satisfactory**", or words of like import, shall mean approved by, or acceptable to, or satisfactory to Owner, unless otherwise indicated by the context.
- 26.7 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against Owner or Architect. Architect's services are being performed solely for the benefit of Owner and no other entity shall have any claim against Architect because of this Agreement or Architect's performance of services hereunder.
- 26.8 Architect shall not be required to sign any documents, no matter by whom requested, that would result in Architect having to certify, guaranty, or warrant the existence of conditions that Architect cannot ascertain.
- 26.9 The construction contract and the contractor's contracts with subcontractors shall include provisions a) describing Architect's role as agreed with respect to construction; b) requiring the contractor to indemnify Owner and Architect on account of the contractor's faults and neglects; and c) requiring the contractor to maintain adequate insurance as to any liability that may arise out of such indemnity obligation and name SOM as an additional insured on such policy
- 26.10 Architect's total liability arising in connection with the Services and this Agreement shall be limited to the amount of professional liability insurance specifically required in Attachment E.
- 26.11 Architect is permitted to rely upon the accuracy of the information and work product provided by the Owner any anyone retained by the Owner.
- 26.12 Owner acknowledges that the use of fast-track early packages may result in the need for additional coordination and costs and will include appropriate contingencies for such additional costs and time.
- 26.13 Owner acknowledges that Architect will use the Standard of Care to design to Project to achieve any identified LEED or Green goals but does not warranty or guarantee the actual achievement of such goals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"Owner"

COUNTY OF SAN MATEO, a political subdivision of the State of California

By: _____

Its:

"Architect"

Carrie Byles 6/19/2020
By: Carrie E. Byles FAIA _____

Its: Partner, Skidmore, Owings & Merrill LLP

By: _____

Its: _____

APPENDIX A

SERVICES TO BE PROVIDED BY ARCHITECT

This is an Appendix attached to and made a part of and incorporated by reference with the Agreement dated June 1, 2020, between the County of San Mateo (the “**Owner**”), and SOM (“**Architect**”) providing for professional services.

1. Conceptual Program and Project Under this Agreement

1.1 General

The Project is described as follows:

The Project is located at the site immediately to the east of the existing Hall of Justice bordered by Marshall Street to the South and Middlefield Road to the East in Redwood City, California. The Project includes a new County Office Building and a Public Promenade to connect the new building to existing facilities at the County Government Center.

COB3 will be a civic quality building, 150,000-200,000 gross square feet, 4-5 above-grade levels, Net Zero Energy, and LEED Gold, and will meet all other criteria and requirements established in the Agreement and its attachments or reasonably required by County. Current programming includes a lobby and board chambers, office space for the County’s Human Services Agency, County Counsel, the County Manager, and the County Manager’s Office; and may also include office space for County Human Resources, Health System, and/or other County departments. The building will also include appropriate conference space and amenities including kitchenettes and small café., The building will be designed to promote flexibility to meet the County’s needs and uses as they evolve over time.

The Public Promenade will extend South from the junction between Count Center and Hamilton Street include closure of County Center Drive to Middlefield and Hamilton Street to Marshall Street. The Promenade design will include improvements to the North of of the Hall of Justice between Hamilton Street and Winslow Street.

The parties agree and understand that the programming set forth above is early concept and that particulars, including occupancy, response to pandemic and projected increased prevalence of remote work, will be developed through the design process.

SOM will provide architectural and engineering services including civil, structural, mechanical, electrical, plumbing, fire protection, physical and electronic security systems and other authorized specialty services (such as acoustical, audiovisual, landscape design, cost estimation, etc.) as appropriate for the pre-design, design and construction administration phases of the Project.

This Project shall be treated as a new design separate from the previous effort. However, Respondents are required to review previous design efforts to gain a good understanding of the Project design requirements.

This Project is to be designed, documented and delivered using Building Information Modeling (BIM) to support multi-disciplinary coordination, design visualization, 3D presentations, model walk-through, and other uses as appropriate to collaborate with the selected CM at Risk to develop the GMP. The Level of Development (LOD 300) Specification will be collaboratively developed with the Owner's team and selected CM at Risk.

Sustainable design to enhance building performance such as solar panels along with other efficiency measures should be considered during the design phases.

Owner plans to use Construction Manager at Risk ("CM at-Risk") delivery method for this Project and anticipates that the construction management services will be performed by a Construction Manager/General Contractor ("CM at Risk") to be engaged by the Owner during design. Owner further anticipates that the actual Project work will be performed by separate trade sub-contractors procured under separate bid packages after selection of the CM at-Risk entity.

1.2 Construction Budget

"Budgeted Bid Day Construction Cost" means the anticipated total value of the construction contract for the Project approved by the San Mateo County Board of Supervisors or authorized County representative in writing. Currently projected budgeted bid day construction cost is between \$105,000,000 and \$125,000,00. Architect shall treat the Budgeted Bid Day Construction Cost so identified as the Owner's targeted construction cost for the Project, unless a different number is authorized in writing by County. The Architect shall work closely with the selected CM at-Risk entity to support the development of the Guaranteed Maximum Price ("GMP") within the Budgeted Bid Day Construction Cost.

1.3 Criteria Governing Architect's Services on Project

- 1.3.1 The Project shall be developed and designed in close cooperation with the County's Project Development Unit ("PDU") and its consultants. Architect acknowledges its obligation to work with, coordinate with, interface with, exchange ideas and design materials with, and otherwise cooperate and collaborate with PDU, its consultants, user groups, stakeholders and operational matters throughout development and design of the Project.
- 1.3.2 The Project shall be developed and designed to meet all applicable current codes, laws, regulations, and professional standards, consistent with the standard of care of an Architect with experience in performing services pertaining to similar facilities in California under the same or similar circumstances and conditions, and shall meet the criteria set forth below.
- 1.3.3 Architect shall not, unless otherwise permitted in writing by Project Executive, propose or recommend any design which has the effect of shifting design responsibilities from Architect to a contractor and/or sub-contractor, through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources and specialized systems approved by PDU.
- 1.3.5 During the Pre-construction Phase, Architect shall collaborate with CM at-Risk entity selected by the County on the design, constructability, cost, and schedule of the Project to support the CM at Risk to develop a GMP proposal to construct the Project.
- 1.3.6 Architect shall not, unless otherwise directed or permitted in writing by Project Executive, specify proprietary or sole source equipment, systems or materials. Whenever a proprietary or sole source design or equipment is requested by Architect, Architect shall provide Owner with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. Owner will consider such report in making its decision. If requested by Owner, as Basic Services, Architect shall assist Owner to review any Owner-proposed proprietary or sole source equipment, systems or materials.
- 1.3.7 Architect's design shall provide that surfaces, fixtures and equipment are accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with applicable portions of CCR Title 8 (Cal OSHA) Subchapter 7 – General Industry Safety Orders, Group 1, General Physical Conditions and Structures. Architect shall allow representatives of the Owner's operation and maintenance departments to review, comment, and participate in meetings regarding Architect's design as necessary to consider their requirements in design development, provided, however, that Architect shall exercise its professional judgment respecting all ultimate design decisions.
- 1.3.8 Architect must coordinate with other direct consultants engaged by Owner, as directed by Owner's Representative, to specify designs, equipment and systems for optimal efficiencies and economies in procurement and maintenance taking into account the Project lifecycle operations. Architect shall not have responsibility for the technical adequacy or accuracy of consultants separately engaged by Owner.

1.4 Building Information Modeling

- 1.4.1 Architect shall work with the CM at-Risk entity selected to develop an integrated Building Information Modeling (“BIM”) Execution Plan to document the project delivery standards and protocols for the BIM uses and deliverables. This will include and use the current version of Level of Development Specification (LOD 300) published by BIM Forum to specify and articulate with a high degree of clarity the use, content and reliability of BIM at various stages in the design and construction process, such as elements to be modeled, model element authors, timing for element modeling, precision/details to be included, etc. The entire design and construction team, including Architect and their sub-consultants as well as the selected CM at Risk and their sub-contractors, shall all utilize BIM for design, documentation and delivery of this Project.
- 1.4.2 Architect shall comply with its obligations regarding Building Information Modeling (“BIM”) identified on Attachment BIM attached to this Appendix A and incorporated herein.
- 1.4.3 Attachment BIM is subject to modification by Owner at Owner’s reasonable request. Architect must notify Owner within seven (7) days of receipt of any modification to Attachment BIM if it believes the modification is so extensive as to justify additional services compensation.

2. Basic Services

2.1 Scope of Services

Basic Services shall include all the services and activities specified below and herein in Research, Concept Design and Programming Phase, Schematic Design Phase, Design Development Phase, Construction Document, Permitting and Bidding Phase, Construction Administration Phase and Transition Phase.

2.2 General Description and Requirements

- 2.2.1 Performance of Services will require Architect to work with, meet with, and attend meetings with Owner’s staff and consultants, user groups/stakeholders, Authorities Having Jurisdiction (“AHJ”) and other associated agencies, CM at-Risk team, and such other consultants as Architect determines necessary, to the extent reasonably necessary for the design and construction of the Project and performance of Architect’s duties under this Agreement (including, but not limited to, Architect’s express duties of coordination with Sub-consultants or other Owner consultants).
- 2.2.2 Subject to the Standard of Care, Services performed by Architect shall conform to the requirements of the applicable laws in the State of California, including but not limited to, the requirements of the California Business and Professions Code, the California Building Codes and Regulations, Cal OSHA, the California Penal Code, the California Public Contract Code, and the California Environmental Quality Act (CEQA) contained in California Public Resources Code Section 2100 *et seq.* and California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000 *et seq.* As referenced in those codes, “**Responsible Charge**” for the work shall be performed under the direction of a Licensed Architect or Registered Engineer in the State of California.
- 2.2.3 Drawings, specifications, design calculations, site data, and cost estimates, if any, required to be prepared by Architect shall be prepared by licensed personnel or personnel under the direction of licensed personnel, as required by the California Public Contract Code and Code of Regulations, and such personnel shall also be

in Responsible Charge of observation of the construction, as required by those codes.

- 2.2.4 Architect shall provide to Owner all professional architectural and engineering services necessary to perform the Services in all phases of the Project to which this Agreement applies. Services will include, but are not limited to, providing all professional architectural and engineering services necessary to perform the Services and complete Project to which this Agreement applies including, but not limited to, all architectural services, interior design, civil, landscape architecture, electrical, fire protection, mechanical, plumbing and structural engineering, physical and electronic security, vertical transportation, audio visual, acoustical, and cost estimating services as required to perform the Services on the Project to which this Agreement applies.
- 2.2.5 Architect shall have adequate personnel, facilities, equipment and supplies to complete Architect's Services. Architect shall provide all materials to complete its services.
- 2.2.6 Architect shall engage all appropriate specialty Sub-consultants as are necessary for proper completion of the Services. Architect's contracts with Sub-consultants (and their contracts with their sub-consultants) shall incorporate this contract by reference to the extent not inconsistent with Sub-consultants' scope of work. Owner shall have the right (but not the obligation) to approve specialty Sub-consultants engaged by Architect as well as their form of contract, which approval shall not be unreasonably withheld.
- 2.2.7 Architect shall require each of its Sub-consultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and that will indemnify and hold Owner harmless from any negligent errors or omissions of the Sub-consultants.
- 2.2.9 Architect shall make any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Architect, at no additional cost to Owner. Architect shall make or cause to be made any and all corrections to said documents necessary to comply with the Project requirements.
- 2.2.10 Throughout Architect's performance of the Services, Architect shall make written recommendations to Owner concerning any additional information necessary to complete the Services.
- 2.2.11 Architect shall provide Owner with written evaluations of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation into the Project.
- 2.2.12 Architect shall provide Owner with a copy of all written communications and submittals to Authorities Having Jurisdiction regarding this Project. Costs of reproduction for extra copies in addition to the original set plus one (1) set; and transmittal of submittals will be a reimbursable expense in accordance with Appendix B.
- 2.2.13 The Project is expected to achieve a minimum of LEED Gold and Zero Net Energy ("ZNE") per the County of San Mateo Green Building Policy. Consideration shall be made in the design on the location for site renewable resources.

- 2.2.14 Architect shall prepare energy performance calculations and deliverables necessary for submission to the County Building and Planning Department, USGBC for LEED certification, San Mateo County Municipal Green Building Steering Committee for Zero Net Energy compliance, PG&E for energy savings rebate programs where applicable and any other additional information required for Authorities Having Jurisdiction. Architect shall also monitor construction for compliance with such requirements and report to the Owner any problems encountered or anticipated. The LEED Green Building Rating System or similar environmental guidelines ("LEED") utilizes certain design, construction and usage criteria in order to promote environmentally friendly building design. Owner acknowledges that achieving levels of compliance involves factors beyond the control of Architect, including, but not limited to, Owner's use, operation, and maintenance of the completed Project. In addressing LEED, Architect shall perform its services consistent with the Standard of Care to meet compliance. Architect shall not be responsible where Owner's non-standard use and operation of the completed Project negatively impacts its energy performance.
- 2.2.15 Architect shall assist and support the County with the CEQA process as required.
- 2.2.16 The parties agree that the Architect's Services are governed by the Standard of Care and that the use of language "fully" or "completely" etc. within the scope of Services does not increase Architect's obligations greater than the Standard of Care.

2.3 Coordination of Architectural and Engineering Sub-consultants/Other Architects

- 2.3.1 Subject to the Standard of Care, Architect shall coordinate all architectural and engineering disciplines and Sub-consultants involved in completing the Services. Architect's Sub-consultants shall coordinate with Architect and all architectural and engineering disciplines and Sub-consultants involved in completing the Services. The objective of this coordination shall be the development of a complete, comprehensive and workable design in which the work of Architect and each Sub-consultant interfaces well and is properly coordinated, with details that work together with regard to all associated disciplines.
- 2.3.2 Subject to the Standard of Care, Architect shall coordinate its work on the Project with Owner's personnel, as directed by Project Executive, as necessary to achieve desired efficiencies in procurement, operations and maintenance.
- 2.3.3 Architect shall coordinate the overall site layout and integrate the design effectively with both the vehicular and pedestrian traffic. .
- 2.3.4 Subject to the Standard of Care, Architect shall coordinate its work on the Project with work of the Owner's separately maintained hazardous material consultants if required in connection with the demolition of the existing buildings. Such coordination shall not impose on Architect responsibility for the work of the hazardous materials consultant. However, Architect shall consider the work of the hazardous materials consultant in developing work phasing recommendations, overall cost estimates, and design and product specifications, where applicable.
- 2.3.5 Architect shall with reasonable promptness advise Owner in writing if any of Owner's consultant fails in any manner to coordinate its work with Architect. Architect's notification or failure to notify Owner shall not be construed as Architect assuming any duty, responsibility, or liability for Owner's consultant's failure to coordinate.

2.4 Coordination with Project Master Schedule and Owner's Operations

- 2.4.1 Architect shall complete or cause to be completed all services required under this Agreement in accordance with the Master Schedule and Milestone Schedule to be developed in conjunction with the CM at Risk and the Owner.
- 2.4.2 For each phase of the Services under this Agreement, Architect shall prepare and submit for Owner's acceptance a task list identifying the principal tasks (and subtasks) defining the scope of work of each phase. The main purpose of the task list shall be to promote coordination and scheduling of the Owner and third parties whose actions might impact Architect's progress.
 - 2.4.2.1 The task list shall list all points requiring Owner and third party interface, for example, approvals, reviews, design input and supplying information.
 - 2.4.2.2 The task list shall include a listing of Architect's anticipated specific requirements for information, decisions or documents from Owner necessary for Architect's performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project
- 2.4.3 For the Project, Architect shall prepare, submit for Owner's acceptance, and maintain a design schedule detailing Architect's scheduled performance of the Services. The schedule shall comply and coordinate with the Owner's Master Schedule and Milestone Schedule including all updates to the Master Schedule.
 - 2.4.3.1 Architect shall submit a preliminary schedule within fourteen (14) days of commencement of the Research, Concept Design and Programming Phase providing a summary of all Services under each phase of the Project.
 - 2.4.3.2 For each succeeding phase of Services, Architect shall supplement this schedule with a detailed schedule covering by task (and subtask) Architect's work during the succeeding phase of Services. The required schedule supplement shall be submitted as part of Architect's deliverables at the conclusion of the current phase of Services for review and approval.
- 2.4.4 Architect's schedule shall be updated monthly, and shall meet the following requirements:
 - 2.4.4.1 Architect's schedule shall outline dates and time periods for the delivery of Architect's services, requirements for information from Owner for the performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principal with PDU and its sub-consultants, applicable Authorities Having Jurisdiction, and any other agencies involved in the Project.
 - 2.4.4.2 The schedule shall include appropriate review durations for Owner and Authorities Having Jurisdiction for each contract phase (in minimum durations of one (1) week for Schematic Phase, Design Development Phase, and 50% Construction Document phase, and two (s) weeks for 100% Construction Documents phase.)

- 2.4.4.3 The schedule shall be provided in electronic format in both PDF and Microsoft Project.
- 2.4.5 Architect shall adjust and cause its Sub-consultants to adjust activities, personnel allocation, and the work sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules.
- 2.4.6 For the Project, Architect shall include in Architect's monthly progress report written recommendations regarding ongoing design and construction work, including constructability review with an objective to secure a completed Project with the lowest reasonable construction costs, Project scheduling, and any and all design changes of the Project.
- 2.4.7 Architect shall make these written recommendations from the standpoint of a design professional observing the construction work and shall not by these recommendations assume construction management responsibilities.
- 2.5 Deliverables Required Under This Agreement - Generally: Each deliverable shall be reviewed with representatives of Owner. Deficiencies in deliverables and modifications to conform with program requirements and modifications to achieve acceptability of deliverables to Owner, shall be promptly performed, and the cost thereof included in the fee for Basic Services.
- 2.6 Deliverables Required Under This Agreement - By Phase: Required Deliverables are listed in Appendix D.
- 2.7 Monthly Progress Report: Architect shall provide Owner with a Monthly Progress Report, in writing, reporting on Architect's progress and any problems in performing the Services of which Architect becomes aware. The Monthly Progress Report shall include, but is not limited to:
 - 2.7.1 A narrative of the work performed, and identification of areas of concern, actions and approvals needed.
 - 2.7.2 A schedule assessment and proposed ways to work around any problems that arise.
 - 2.7.3 All submittals shall be submitted in both hardcopy and PDF.
- 2.8 Compliance with Laws: Architect shall comply with the standard of care regarding complying with all applicable laws as set forth in this Agreement. Further, Architect shall:
 - 2.8.1 Subject to Owner's approval, designate a licensed architect or engineer in general responsible charge of the preparation of the drawings, specifications, and observation of the work of construction for the Project.
 - 2.8.2 Perform general observation of the work of construction in accordance with the approved drawings and specifications.
 - 2.8.3 Receive and act upon all technical correspondence from the Authorities Having Jurisdiction to the architect or engineer in general responsible charge of the Project.
 - 2.8.4 Establish the extent of the testing of materials consistent with the needs of the Project, shall issue specific instructions to the testing agency prior to the start of construction, and shall notify applicable Authorities Having Jurisdiction as to the

disposition of materials noted on laboratory reports as not conforming to the approved specifications.

3. Description of Basic Scope of Services by Phase

3.1 Research, Concept Design and Programming Phase

This phase establishes overall direction for the Project, identifies participants and their defined roles and responsibilities, defines communication protocol and decision-making procedures, and establishes budget and schedule guidelines.

3.1.1 Research

- 3.1.1.1 Identify high level vision, goals, and objectives for the Project by conducting visioning/programming workshop(s) and interviewing with users/stakeholders.
- 3.1.1.2 Identify and document space and program needs to support efficient operations.
- 3.1.1.3 Define strategies and available/required research to support these requirements.
- 3.1.1.3 Coordinate and attend two (2) Covid 19 Protocol meetings with key members of Architect team to tour comparable collaboratively selected together with Owner's team.

3.1.2 Concept Design and Programming

- 3.1.2.1 Except with regard to site survey and geotechnical report, Architect shall review and utilize any relevant existing information available in all work performed, except that Architect shall be responsible for verifying any information prior to using it. Architect shall prepare and present conceptual design to demonstrate understanding of the conceptual program and propose ideas and options about appropriate design solutions.
- 3.1.2.2 Architect shall coordinate and document square footage requirements of the spaces for the functions and program elements. At the conclusion of this phase, Architect shall submit several conceptual plans and architectural space program to the County of San Mateo Project Development Unit to review, select, and approve as the base for moving forward into Schematic Design. Architect shall also submit a letter of concurrence and/or acceptance of the current and/or revised program.
- 3.1.2.3 Architect shall develop and utilize space adjacency diagrams to demonstrate the relationship between spaces. Architect shall develop and review the program thoroughly and recommend appropriate adjustments. Updates to the program shall be clearly documented to track where changes are made and submit to the County of San Mateo Project Development Unit for final approval.
- 3.1.2.4 Architect shall compile a preliminary list of specialized furniture, fixture and equipment ("FF&E"). The list shall delineate the needs and

objectives of the security control, surveillance and communications as well as other systems.

- 3.1.2.5 Architect shall furnish all program verification information and preliminary list of specialized FF&E to the County of San Mateo Project Development Unit for preparation of a detailed Project budget.

3.1.3 Phasing, Demolition and Grading Plans (Partially Complete)

The Phasing, Demolition and Grading package will include:

- 3.1.3.1 Site Plan clearly delineating the area of Work, phasing strategy and demolition extent.
- 3.1.3.2 Demolition and Grading plans with a statement of work clearly specifying the scope of Work included to ensure continuous undisturbed operation of the facilities at the Government Center during the entire project duration, and the timing and sequence for the demolition of the existing buildings.
- 3.1.3.3 Integration of site remediation plans and specifications prepared with the Owner's environmental consultant.

3.2 Schematic Design Phase

This phase will define the overall design for the Project, provide a baseline through Design Development and serve as a beginning template for the final Construction Documentation. Architect and the engineers on the team will work with the Owner to develop schematic plans and 3D drawings to visualize the design. Initial plans and 3D design will address such issues as orientation, interior program needs, sightlines, building access, circulation, and code/regulatory requirements, etc.

The CM at Risk has been selected during the Concept/Programming Phase. Architect shall assist in the procurement process. Upon selection of the CM at Risk, Architect shall organize in collaboration with the Owner and CM at Risk a partnering workshop for all relevant stakeholders including the PDU to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.

This phase is expected to end with a clear design direction that includes a design presented in 3D model in BIM showing the building shells and associated functional components to enable use and coordination by the CM at Risk. The MEP design shall also be incorporated to indicate how the building systems integrate with the architectural design. The deliverables shall include finalized floor plans with all program spaces defined and appropriately sized and located. Detailed circulation plans for public, staff, security, and emergency vehicles shall be defined during this phase. Finishes and general furnishings shall also be defined for further refinement in the design development phase. The CM at Risk will develop a preliminary cost model based on the schematic design for pre-construction reviews.

3.2.1 BIM Project Execution Planning

- 3.2.1.1 Architect shall work with the selected CM at Risk to develop an integrated BIM Execution Plan to document the project delivery standards and protocols for the BIM uses and deliverables. See Attachment BIM attached to this Appendix A.

- 3.2.1.2 This will include and use the current version of Level of Development Specification (LOD 300) published by BIM Forum to specify and articulate with a high degree of clarity the use, content and reliability of BIM at various stages in the design and construction process, such as elements to be modeled, model element authors, timing for element modeling, precision/details to be included, etc.
- 3.2.1.3 The entire design and construction team, including Architect and their sub-consultants as well as the selected CM at Risk and their sub-contractors, shall all utilize BIM for design, documentation and delivery of this Project.

3.2.2 Mechanical Electrical Plumbing (MEP) Engineering Design

3.2.2.1 The MEP engineers on the team shall develop a complete integral design to achieve zero net energy and LEED certification as required on the Project, including but not limited to the HVAC, electrical, domestic plumbing, sanitary sewer, roof drainage, natural gas, and fire protection systems. The County may elect to use design-assist or design-build delivery for selected systems and/or design-bid-build delivery for other systems, to be collaboratively determined with Architect and CM at Risk to achieve the best value.

3.2.2.2 The MEP engineers will coordinate heating, cooling and lighting loads incorporating high efficiency energy measures and taking into consideration the exterior skin design and orientation during the design. The MEP engineers shall where possible design for automated controls to minimize the amount of energy required to heat, cool and light up the building, and investigate into the potential of taking advantage of natural ventilation and automatic dimming of electric lighting based on the amount of available daylight.

3.2.2.3 The MEP engineers shall also be responsible for coordinating with the sub-contractors for utility service connections including PG&E, AT&T, Comcast for new site and building services.

3.2.3 Analysis of Structural Systems

SOM to develop an analysis of structural system options for the Project, considering availability of materials, lead times, cost, and schedule. This task includes a deliverable in the form of a description of alternatives, and a cost analysis of various structural systems.

3.2.4 Acoustics

Develop acoustical requirements in conformance with State and other applicable regulations for all spaces within the Project. Provide recommendations on criteria to the Project Development Unit and strategies for ensuring that criteria have been achieved. Provide plan for integrating acoustical requirements into the bid documents and for overall quality control plan to ensure that acoustical criteria are achieved.

3.2.5 Security

Develop security concepts for both physical and electronic systems, and review with the Project Development Unit and relevant user teams. Establish a quality control plan to ensure that the security requirements are achieved, and that the Project Development Team and the user teams have an active role in reviewing the security design from concept through construction, commissioning, and transition.

3.2.6 Other Schematic Design Tasks

3.2.6.1 Organize in collaboration with the Owner and CM at Risk a partnering workshop for all relevant stakeholders including the PDU to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.

3.2.6.2 Assist and support the County with the CEQA process as required.

3.2.6.3 Coordinate/lead design presentations to Board of Supervisors, user groups and the public as required.

3.2.6.4 Gather, coordinate site information needed to support the design e.g. soil condition, topography, flood plains, utilities, etc. Resolve site issues pertaining thereto.

3.2.6.5 Identify applicable codes and Authorities Having Jurisdiction for approvals on the Project. Coordinate preliminary review with County Planning and Building Department. Assist the County to obtain necessary approvals from these agencies.

3.2.6.6 Coordinate work of all other specialists either as sub-consultants or consultants retained separately by the County as required to successfully complete the Project.

3.2.6.7 Research and develop strategy for Zero Net Energy, LEED and any other applicable energy-saving programs (e.g. PG&E Savings by Design, photovoltaic rebate, etc.) Assist the County to register the Project for LEED certification and other applicable programs.

3.2.6.8 Obtain written approval from the County of San Mateo Project Development Team on the final Schematic Design package before proceeding to Design Development Phase.

3.3 Design Development Phase

Architect shall work closely with the MEP engineers and the Project Development Unit to provide detailed Design Development documents as required to fix and describe the size and character of the entire Project as to civil, landscape, architectural, structural, mechanical, plumbing, electrical, fire sprinklers, fire alarm and other applicable building systems, materials, and other such elements as may be appropriate to establish the exact character for the final design. Throughout the design process Architect shall work closely with the CM at Risk and Project Development Unit to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed. At the end of this phase, at a minimum, the following should be finalized and defined:

3.3.1 A fully coordinate BIM with all disciplines (Structural, MEP, and Fire Protection) and including space for building services such as fire alarm, IT, AV, Security all

modeled and coordinated with architectural spaces and the reflected ceiling plans. Clash detection should be regularly performed and resolved for multi-disciplinary coordination.

- 3.3.2 Final floor plans indicating wall types (to establish materials, fire rating, full/ceiling heights and acoustical rating, etc.), exterior and interior elevations (to show openings, doors and glazing systems, etc.), wall and building sections, and construction details.
- 3.3.3 Interior Space/Furniture Plan, including Fixed and Loose Furniture systems design and specifications.
- 3.3.4 Building sections and exterior wall sections developed indicating exterior materials and glazing systems.
- 3.3.5 Roof plan indicating any roof screen and/or space for rooftop equipment, pads and maintenance walkway.
- 3.3.6 Schedule of doors, frames, windows and hardware developed and clearly indicated on plans.
- 3.3.7 Detail sketches for the design of custom features and schedule of finishes for all spaces throughout.
- 3.3.8 Reflected ceiling plans (RCP) with ceiling materials defined and lighting design complete.
- 3.3.9 Integration of and with HVAC, Mechanical, Plumbing, Electrical, Fire Protection, AV/Phone and Security Systems.
- 3.3.10 Structural drawings illustrating the general structural design of the structure including framing, foundation, lateral support concept and special area treatments and feature designs.
- 3.3.11 Site and civil plans indicating grading/drainage, site utilities, hardscape, landscape and landscape furniture coordinated with the building, parking and access requirements.
- 3.3.12 Landscape and irrigation plans coordinated with civil finish grades and drainage, planting and ground cover coordinated with building and site furnishings.
- 3.3.13 Landscape paving and layout plans.
- 3.3.14 All equipment plans.
- 3.3.15 Lighting photometric.
- 3.3.16 An outline specification including information from all the sub-consultants.
- 3.3.17 Develop security concept package with cut sheets to include doors, locks, windows, glazing, cameras, lights, public address, alarms, communications, monitoring, and equipment.
- 3.3.18 Assist in selection of materials appropriate for the functions of the spaces.
- 3.3.19 Coordinate the design documentation including the following:

- 3.3.19.1 Mechanical zoning plan and volumes.
 - 3.3.19.2 Mechanical equipment schedules and system diagrams.
 - 3.3.19.3 Mechanical plan including equipment, duct and wet piping distribution.
 - 3.3.19.4 Detailed mechanical plans for IDF/MDF rooms and other MEP spaces.
 - 3.3.19.5 Electrical single line diagram including site generated electricity.
 - 3.3.19.6 Electrical lighting plans and schedule coordinated with architectural RCP.
 - 3.3.19.7 Electrical floor and roof plan with data outlets coordinated with all planned equipment. To include but not limited to; equipment location, electrical service, AV equipment and electrical connections, IDF/MDF services. All shall be coordinated with the County's internal user groups. This should also coordinate with mechanical and plumbing systems equipment and with points of connection and power requirements.
 - 3.3.19.8 Electrical enlarged plans for electrical rooms, IDF/MDF room.
 - 3.3.19.9 Electrical site plan showing locations of PG&E transformers, site lighting and connections.
 - 3.3.19.10 Plumbing equipment schedule and system diagrams.
 - 3.3.19.11 Plumbing plans coordinated with architectural floor plans, civil plans and any other requirements.
 - 3.3.19.12 Fire sprinkler plans coordinated with architectural floor plans, civil plans and any other requirements. Equipment schedules and system diagrams shall also be provided.
 - 3.3.19.13 Multi-disciplinary implementation strategy for Zero Net Energy, LEED and any other applicable energy-saving programs (e.g. PG&E Savings by Design, photovoltaic rebate, etc.) based on findings from Schematic Design. Include location of site renewable and associated system design.
- 3.3.20 In addition to regular project coordination meetings, include also meetings to review finishes and custom features with PDU.
- 3.3.21 One presentation will be required at the end of this process so the Project Development Team can review and approve the ultimate and final design in one complete package.

3.4 Construction Documentation, Permitting and Bidding Phase

The complete construction documents for bidding shall be expediently produced in coordination with the bidding schedule. Architect shall make effort to ensure that design milestones and other deliverables are achieved as scheduled and without delay.

3.4.1 Construction Documentation and GMP Package

Architect shall prepare Construction Documents as required to obtain required permit for construction and to allow the County to obtain bids based on the established bidding schedule for the construction of the Project. These documents will require a degree of coordination with all consulting engineers and other associated vendors. The BIM should be completely coordinated to support shop fabrication of all relevant components for the building to maximize the efficiency of the construction process and to save both time and money while maintaining the highest quality. Construction Documentation shall, at a minimum, include at least:

- 3.4.1.1 Fully coordinated, dimensioned and detailed construction floor plans, reflected ceiling plans, roof plans, sections, exterior and interior elevations showing locations and types of materials, doors, windows, partitions, etc. with all associated schedules and complete specifications for all relevant scope.
- 3.4.1.2 Enlarged plans, sections and details for specialized areas such as patient areas, bathrooms, maintenance/storage rooms, IDF/MDF rooms, etc.
- 3.4.1.3 Interior elevations as required to describe the design of specific design features and highly coordinated areas.
- 3.4.1.4 Exterior wall and building sections including intersection details.
- 3.4.1.5 Detailed design drawings to be used as reference in the fabrication and/or installation of interior finish and FF&E.
- 3.4.1.6 Fully coordinated schedules for finishes, doors, hardware and windows.
- 3.4.1.7 Fully coordinated and detailed FF&E plans and schedules. Coordinate and advise on lead times as required to meet the Project schedule.
- 3.4.1.8 Finish plans with symbols and legends and schedule of finishes showing locations of color and materials throughout the space.
- 3.4.1.9 Fully coordinated and detailed structural drawings and calculations.
- 3.4.1.10 Fully coordinated Mechanical, Electrical and Plumbing Drawing and calculations.
- 3.4.1.11 Fully coordinated and detailed Civil drawings clearly indicating the phasing of construction and demolition.
- 3.4.1.12 Fully coordinated and detailed landscape/hardscape and parking plans.
- 3.4.1.13 Specifications manuals for the above, including installation, performance and warranty requirements.
- 3.4.1.14 Other details and specifications as required.
- 3.4.1.15 Power and communication plans showing the types and locations of electrical, data, telecommunications outlets and AV equipment. This should be coordinated with the services engineers who will provide the

specifications of each piece of equipment.

3.4.1.16 Coordination of IT, AV, Security, and Furniture requirements.

3.4.1.17 Coordination with all Design Documents including assembling sets for printing.

3.4.1.18 Coordination of design submission materials for LEED as required by USGBC.

3.4.1.19 Architect shall coordinate with the Owner, Engineering sub-consultants and other Consultants during the course of the Project, including, but not limited to the listing below. Architect shall provide drawings to all Project Team members, depicting and illustrating the elements that influence the layout, design, and cost of engineering systems.

- Project Development Unit
- Functional Team Members
- Authorities Having Jurisdiction, where applicable/appropriate
- Maintenance and Engineering of the San Mateo County Department of Public Works

3.4.1.20 Architect and their sub-consultants will prepare, for submission to the Project Development Unit for design review and sign-off at the required stages of the Project. Full complement of documentation shall also be provided for development applications for plan check by appropriate governmental agencies/planning advisor etc. Architect shall respond to inquiries from governmental agencies during the permit process if required, and incorporate all applicable comments into their design expeditiously.

3.4.1.21 Throughout the design process, Architect shall work closely with the Project Development Unit to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed. In case the cost estimate exceeds the budget, Architect shall work diligently with the CM at Risk to update the design to meet the established budget.

3.4.1.22 Architect shall produce a "GMP Package" at a designated time in the project schedule to be directed by the County and coordinated with the CM at Risk to support the establishment of a Guaranteed Maximum Price (GMP) for the Project. This "GMP Package" shall include all the design information and details (e.g. inclusion, location, quantity, sizing, system & materials specifications, etc.) for all disciplines within the confirmed scope that are necessary for the generation of a detailed cost estimate by the CM at Risk and the Owner's separately and directly contracted cost estimator. Architect shall review the detailed cost estimates, collaborate with the CM at Risk and the Owner, and make design adjustments as necessary, to establish a GMP before the CM at Risk can proceed to bidding.

3.4.2 Permitting and Bidding

Architect shall manage and coordinate the collection and distribution of all Contract Documents (including Engineering Documents) to the applicable Permitting Authority.

Architect shall work closely with the Project Development Unit and the CM at Risk to ensure an efficient and effective bidding process to maintain the ability to achieve all milestones timely without delay. After written authorization to proceed with the Bidding Phase, Architect shall:

- 3.4.2.1 Assist the CM at Risk to prepare bid packages for bidding.
- 3.4.2.2 Attend Pre-Bid Conferences and Site Visits.
- 3.4.2.3 Consult with and advise Owner as to the acceptability of sub-contractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the bidding documents.
- 3.4.2.4 Consult with Owner concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
- 3.4.2.5 Answer bidder questions and/or issue written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment.
- 3.4.2.6 Attend the bid openings and assist Owner in evaluating bids or proposals.
- 3.4.2.7 Prepare a conformed set of drawings and specifications, reflecting the changes made and approved by the Owner during the Bidding Phase.
- 3.4.2.8 Where Bids Exceed Budget:
 - 3.4.2.8.1 If the cumulative total of all lowest responsible, responsive bid received from all trade sub-contractors plus amounts otherwise payable to CM at Risk exceed, or if based on trade sub-contractor bids received to date, Owner reasonably determines that they will exceed, the latest approved Budgeted Bid Day Construction Cost executed by the CM at Risk at GMP, Owner may, at its discretion:
 - Award the contracts to the lowest responsible, responsive bidders, and give written approval of an increase in Owner's budget.
 - Reject some or all bids and rebid the applicable contracts.
 - 3.4.2.8.2 If the cumulative bid amount is or is reasonably expected to be more than 10% greater than the Budgeted Bid Day Construction Cost accepted at GMP, Owner may require Architect to revise the scope of work to be performed by CM at Risk and trade sub-contractors or its quality, or both, so as to reduce the Project Construction Cost for the work, while still meeting Owner's Project objectives. Architect shall at its expense, if so directed by Owner, modify the Construction Documents in order to reduce the Project Construction Costs for the work to be performed by the CM at Risk and trade sub-contractors within the Project budget.

3.4.3 Other Tasks During This Phase:

- 3.4.3.1 Develop signage program and bidding documents.
- 3.4.3.2 Development interior/exterior color palette.
- 3.4.3.3 Provide final recommendations from acoustical sub-consultant.
- 3.4.3.4 Develop a cost estimate of the design independent of the CM at Risk, if directed by the County, and compare it with the cost estimate provided by the CM at Risk as a peer review checks and balances process.
- 3.4.3.5 Support the establishment of the GMP with the CM at Risk.
- 3.4.3.6 Review bids for the CM at Risk and the sub-contractors. Make recommendations to the County in writing for each bid.
- 3.4.3.7 All corrections and revisions to drawings in response to final permitting and plan check comments must be addressed by Architect prior to the County signing the applicable Construction Contracts.

3.5 Construction Administrative Services

During construction, Architect shall provide and actively participate on site in the following services:

- 3.5.1 Architect shall work with CM at Risk to review the General Conditions and Division 1 Specifications (herein called the "General Conditions") prior to the award of the Construction Agreement, and shall perform all duties therein which indicate will be performed by the "Architect" or "Architect/Engineer".
- 3.5.2 For purposes of this Appendix A, words and phrases having a defined meaning under the General Conditions shall have that defined meaning in this Appendix A including, but not limited to, the terms "Site", "defective", "Contract Documents", "Shop Drawings", "Samples", "Inspector" and "Contractor".
- 3.5.3 Architect shall designate at least one representative available as needed during the construction phase to verify the construction's general conformance with the design intent of the Construction Documents and to address field coordination issues as they come up. The Architect's representative must be authorized to make design decisions.
- 3.5.4 Architect shall make visits to the Site regularly during construction and as Owner deems necessary to observe the work performed, as an experienced and qualified design professional. Architect shall advise Owner in writing of any observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work.
- 3.5.5 Review of submittals and shop drawings to verify conformance with design intent, finish specifications, and all manufacturers' details with reasonable promptness so as to cause no delay to the Project.
- 3.5.6 Responses to the CM at Risk's Requests for Information (RFIs) and preparation of documentation for changes, clarifications, and interpretations to the Construction Documents as required with reasonable promptness so as to cause no delay to Contractor or the Project.

- 3.5.7 On change orders, prepare the scope of work, justifications and estimate of the cost where necessary. CM @ Risk will prepare change orders.
- 3.5.8 Any communications between Architect and CM at Risk regarding any form of change to the construction contract's Contract Documents (including, but not limited to, changes in price), and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent immediately to Project Executive. The Owner shall be copied on all communication between the CM at Risk and the Architect. The Owner, in its sole discretion, reserves the right to change this requirement, relax this requirement, or revise this requirement.
- 3.5.9 Submission of design documents required for LEED and coordination with CM at Risk on construction submittal requirements for LEED.
- 3.5.10 As required in the General Conditions, Architect shall review all written communications from CM at Risk, recommend actions to be taken by Owner, and reply in writing to Project Executive regarding the following:
- 3.5.10.1 Applications for payment.
- 3.5.10.1.1 Based on Architect's on-Site observations as an experienced and qualified design professional, on information provided and the accompanying data and schedules, Architect shall assist Project Executive in its determination of amounts owing to Contractor and recommend in writing payments to Contractor in such amounts.
- 3.5.10.1.2 Recommendations of payment by Architect shall constitute a representation to Owner that the work has progressed to the point indicated; and to the best of Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents.
- 3.5.10.2 Requests for changes in contract costs or times of completion.
- 3.5.10.3 Disputes with respect to technical aspects of contract documents.
- 3.5.10.4 Requests for interpretation and clarification of contract documents
- 3.5.10.5 Requests for substitution of specified systems and/or materials.
- 3.5.11 Final review and approval of all construction as it relates to the intent of the Architectural Contract documents.
- 3.5.12 Management of the Project punch list process and documentation of the construction punch list in coordination with the County and its consultants.
- 3.5.13 Coordination required for the collection of design changes and as-built conditions based on RFI, marked up prints, drawings and other information provided by the CM at Risk at Project completion for incorporation into the final design record documents, inclusive of building signage. Record documentation must be provided to the Project Development Unit in the following formats:
- BIM – Source files in their native formats (e.g. Revit, Navisworks, etc.)
 - AutoCAD
 - PDF
 - Original source files in other native electronic formats (e.g. Excel, Word, PowerPoint, etc.)
 - Hardcopies – Three (3) sets of full-size paper drawings (24"x36" or 30"x42")

- 3.5.14 Architect shall receive and review all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals that are to be assembled by Contractor in accordance with the Contract Documents and shall transmit them to Owner with written comments and recommendation on their conformance with Contract requirements.
- 3.5.15 Architect shall conduct observations to determine if the work or portions of the work is substantially complete and a final observation to determine if the completed work is acceptable, and will recommend, in writing, whether final payment shall be made to CM at Risk and will give written notice to the Project Executive that the work either is or is not acceptable subject to any conditions therein expressed.
- 3.5.16 Meeting Attendance during Construction Phase
The following are the types of meetings expected to be attended by Architect throughout the Project's construction duration.
 - 3.5.16.1 Weekly Design Coordination Meeting between other members of the design team.
 - 3.5.16.2 Weekly Owner, CM at Risk and Architect Meeting during each phase of the Project.
 - 3.5.16.3 Any special coordination or change order meetings to resolve project challenges.
- 3.5.17 Document Distribution
Architect shall be responsible for the printing and distribution of all copies of drawings and documentation required by Project Development Unit. See Appendix B for expense reimbursement rules.

3.6 Transition Phase

- 3.6.1 During the Transition Phase, Architect shall make available in person or via telephone to answer questions by the Transition Team related to drawings and other documents.
- 3.6.2 Architect is required to coordinate training on equipment and systems to the Transition Team and selected staff, and all training shall be videotaped.
- 3.6.3 Architect shall coordinate with the County on the expected response times during the warranty period after final completion.
- 3.6.4 Architect shall provide assistance in connection with the refining, adjusting and correcting of any equipment or systems.
- 3.6.5 Architect shall cooperate with Owner's commissioning agent, if any, for specialized equipment and systems.
- 3.6.6 Architect shall provide assistance in connection with completion of punch list work including, but not limited to, preparing the initial comprehensive punch list and conducting follow up site visits (with follow up punch listing if necessary) in addition to other responsibilities under this contract.
- 3.6.7 Together with Owner, Architect shall visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and

discussions with CM at Risk concerning correction of such deficiencies, and make recommendations as to replacement, correction, or diminished value of defective work.

4. Periods of Service and Authorization to Proceed

- 4.1 Milestones: Milestones for completion of Phases and tasks within each phase are listed in Appendix C. Milestones shall conform to Master Schedule.
- 4.2 Commencement of Services: Architect shall not commence work on any succeeding phase of Services until completion of services and deliverables as outlined in Appendix D for each prior phase of Service and Project Executive has provided Architect with written notice to commence the succeeding phase of Service, unless Project Executive, in its sole discretion, authorizes Architect to do so.

5. Payments to Architect

Payments to Architect shall be made according to Appendix B, "Payments to Architect".

6. Additional Services

- 6.1 Performance: Architect shall submit written proposal in connection with the Additional Services required to be performed by Architect upon request by Owner to state clearly the reasons, impacts to the Project cost and schedule if any, planned tasks and proposed fee (lump sum or hourly not-to-exceed) for Owner's review. Services, which are described hereinafter as Additional Services, must be authorized by Owner in writing prior to performance.

All work or services required as a result of any failure by Architect to perform its obligations under this Agreement shall be performed by Architect at no additional cost as part of Basic Services and shall not be deemed Additional Services.

- 6.2 Compensation for Additional Services: Architect shall be compensated for Additional Services as set forth in Appendix B unless the parties agree on lump sum compensation for particular work activities.
- 6.3 Services: The following services may be considered Additional Services:
 - 6.3.1 Changes in scope, such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Architect has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.
 - 6.3.2 Required out-of-town travel beyond limits specified in Appendix B.
 - 6.3.3 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Architect's deficient performance.
 - 6.3.4 Providing any other services requested by Owner that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.

- 6.3.5 Providing additional insurance coverage requested by Owner beyond that specified in the Agreement, except that no markup will be allowed. Architect shall promptly comply with such request.
- 6.3.6 Reviewing and implementing substitutions from 10 days prior to the GMP
- 6.3.7 Any other mutually agreed upon additional services

END OF APPENDIX A

ATTACHMENT BIM

BUILDING INFORMATION MODELING

1. Architect's Design and Initial Hosting of BIM

- 1.1 Architect shall develop a Building Information Model (“BIM”) based on the architectural and structural designs throughout design phases incorporating all modifications approved by Owner.
- 1.2 Owner will provide “BIM Standard and Specifications for San Mateo County Project Development Unit” at project commencement for Architect to use as guideline to develop the BIM strategy for the Project.
- 1.3 Architect shall work with the CM at-Risk entity (“CM at Risk”) selected to develop an integrated Building Information Modeling (“BIM”) Execution Plan to document the project delivery standards and protocols for the BIM uses and deliverables to submit to the Owner for approval. This will include and use the current version of Level of Development Specification (LOD 300) published by BIM Forum to specify and articulate with a high degree of clarity the use, content and reliability of BIM at various stages in the design and construction process, such as elements to be modeled, model element authors, timing for element modeling, precision/details to be included, etc. Following Owner approval, Architect shall develop the BIM as directed or approved by Owner.
- 1.4 Architect shall host, manage and share the BIM during development of the Project's design. Architect's hosting and managing responsibilities shall include without limitation: (i.) collecting, coordinating, and the usability of, incoming models from Project participants; (ii.) maintaining periodic record copies; (iii.) aggregating incoming models and making the BIM available for use and viewing by Project participants; (iv.) performing and assisting in performing spatial coordination in the model and/or with any Owner-approved modifications; (v.) issuing periodic clash detection reports; (vi.) providing and maintaining file sharing of models with Project team; (vii.) managing access rights; and (viii.) updating the BIM to reflect current designs and revisions.
- 1.5 Architect shall correct and clarify any clashes, coordination or issues resulting from the BIM within Architect's Basic Services. Coordination and design corrections and clarifications resulting from such further modeling (whether performed by Architect, Contractor or sub-contractors) shall be within Architect's Basic Services.

2. BIM Kick-off/Coordinating Meetings and Pre-Construction Phase BIM Activities

- 2.1 At the onset of the BIM design model creation process, the project BIM team will participate in a BIM Kick-Off Meeting at project initiation.
- 2.2 CM at Risk and all sub-contractors that will be interacting with or using BIM information will meet with Architect and its design team to develop protocols for developing, implementing, reviewing, and exchanging information through the BIM. Through the BIM kick-off meetings and subsequent regular coordination meetings, CM at Risk, major sub-contractors and Architect's design team will

discuss, coordinate, test and adjust their BIM practices, to allow information to be used, to the greatest practical extent, by all parties for their respective purposes.

2.3 Regular coordination meetings shall be held regularly to review BIM usage and make updates as appropriate to maximize the benefits of BIM to support the Project delivery.

2.4 BIM shall be used as design review tool to facilitate project discussions.

3. Transfer to and Hosting of BIM by CM at Risk

3.1 Upon the completion of Final Construction Document, Architect shall provide the federated BIM to the CM at Risk who will host and manage the BIM through construction and until completion of the Project. CM at Risk will use the BIM to assist in its work to coordinate the design and the implementation of the design during construction. CM at Risk will perform/manage clash detection and coordination process during the construction phase, through preparation of all shop drawings and submittals necessary for construction.

4. Design Record Model

4.1 Architect shall coordinate with CM at Risk during construction on design changes and incorporate all approved changes into the Design Record Model based on RFI, marked up prints, drawings and other information provided by the CM at Risk at Project completion.

5. General

5.1 Architect, its sub-consultants, CM at Risk and each major sub-contractor must be capable of utilizing the BIM to perform the functions assigned to them.

5.2 The BIM and any portion of the BIM is a work for hire for the benefit of Owner and will be provided to Owner as a contract deliverable that may be used by Owner without restriction for the use on this Project. Architect grants to Owner a license in perpetuity to use and reproduce the BIM and any portion of the BIM for any purpose whatsoever related to this Project. CM at Risk and its sub-contractors shall transfer to Owner copyrights or licenses necessary for Owner to use the BIM and supporting information.

5.3 The BIM is not a Construction Document or Contract Document and does not supplement or supersede the final permitted Drawings or Specifications.

END OF ATTACHMENT BIM

APPENDIX B

PAYMENTS TO ARCHITECT

This is an Appendix attached to and made a part of and incorporated by reference with the Agreement dated June 1, 2020 between the County of San Mateo (the “Owner”), and SOM (“Architect”) providing for professional services.

1. Maximum Payment

- 1.1 Owner shall pay Architect an agreed-upon sum for Basic Project Services.
- 1.2 Excluding Additional Services only, the Maximum Payment to Architect for Services performed under this Agreement shall not exceed progress on the Project Services described in Appendix A, Services to be Performed by Architect, the stated budget for the Services, and the percentage allowances under Paragraph 2.2 below. The total accumulative payment shall not exceed the Maximum Cost as stipulated in the Agreement paragraph 5.
- 1.3 Architect’s fee for this Project shall not exceed \$8,852,610 inclusive of professional fees and allowance. This measure shall constitute Architect’s full compensation for its work. Fee breakdown is included as Exhibit F in the RFP dated 6.17.2020.
- 1.4 If Owner changes the scope of the Project referenced in Appendix A Paragraph 1.1, either increasing or decreasing the scope of Architect’s Services, then the parties shall agree upon an equitable adjustment limited by the original fee for the Project, Architect’s incurred costs and progress under Paragraph 2.2 below, and the revised scope of work and revised fee remaining.

2. Methods of Payment for Services and Expenses of Architect

- 2.1 For Basic Services on the Project: Owner shall pay Architect for basic services rendered under Appendix A sum not exceeding the Maximum Payment Amount for the Project identified in Paragraph 1 above, and, for the phases listed in Paragraph 2.2 below, a sum not exceeding the amount so allocated to that phase. Within each phase listed in Paragraph 2.2 below, Architect shall be paid according to its percentage completion of each phase.

2.2 Maximum Payment to Architect by Phase

PHASE	MAX %
Research, Concept Design and Programming Phase	3%
Schematic Design Phase	15%
Design Development Phase	20%
Construction Documentation, Permitting and Bidding Phase	
GMP Package	29%
Permitting	3%
Bidding	2%
Construction Administration Phase	25%
Transition Phase	3%
TOTAL BASIC SERVICES	100%

- 2.3 **Additional Services.** Owner shall pay Architect for Additional Services rendered under Appendix A as follows:

- 2.3.1 General. For Additional Services of Architect's principals, technical staff and sub-consultants engaged directly on the Project and rendered pursuant to Appendix A Paragraph 6, on the basis of a lump sum negotiated between the parties, or, at Owner's option, on an Hourly Basis in accordance with Paragraph 2.3.2 below.
- 2.3.2 Hourly Basis. For Additional Services on an hourly basis, Architect agrees that all billing will be billed at the Billing Rate in accordance with the attached exhibits and be limited to a not-to-exceed amount upon prior written approval of the Owner.
- 2.3.3 Billing Rates apply to all professional personnel (technical and non-technical staff) engaged directly on the Project. Architect shall not bill for or receive compensation for other business or administrative personnel or secretarial personnel. For purposes of this Agreement, Architect's Billing Rates are attached .

2.4 Reimbursable Expenses and Allowance. Except as set forth in Paragraph 2.4.1 below, Owner shall pay Architect the actual cost of all Reimbursable Expenses incurred only in connection with Additional Services. Allowance shall require Owner's prior written approval for any Owner initiated design service.

2.4.1 Billable Reimbursable Expenses. On Basic Services, Owner shall pay Architect cost for expenses for pre-authorized (e.g. trips identified in the travel schedule in Exhibit 3 to this Appendix B) and authorized (advance requests required) out-of-town travels, plotting, photocopying and postage. For expenses not required by the Agreement, the Owner shall reimburse the following expenses, whether incurred on Basic Services or Additional Services: printing of Drawings, Specifications and Bidding Documents in addition to the original set plus one set; and fees paid to government agencies on behalf of the Owner.

2.4.2 Reimbursement Requirements. All reimbursables are on an actual-cost basis without mark-up. When invoicing for reimbursable costs, detailed back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task ("Detailed Backup"). Use of sub-consultants, with required advanced authorization in writing, must also present in the Detailed Backup.

Office overhead are deemed to have been included in the Billing Rates provided herein within the classifications of the professional rate schedule, and cannot be billed separately or additionally. Overhead includes, but is not limited to, accounting functions, office functions, certified payroll compliance, office equipment, phone calls, postage, maintaining books and records, filing, word processing, dictation, office overhead, etc.

Deliverables as specified in the scope in hardcopies or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hardcopies are required.

- 2.4.3 Travel Costs. There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be followed:
- a. Reimbursable Expenses shall not include Local Travel, see below for definition.
 - b. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.
 - c. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.

Reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the

location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching www.gsa.gov for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up.

If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.

3. Times of Payments

3.1 Architect shall be paid according to actual percentage of completion of designated phases of the Basic Services as specified in Paragraph 2.2 above.

3.2 Architect shall submit monthly statements for Basic and approved Additional Services rendered including Reimbursable Expenses incurred. The statements will be based on Architect's estimate of the proportion of completion of each phase of service set forth above, utilizing the design schedule organized by task. The Owner shall promptly review Architect's monthly statement, and provided it is acceptable, shall promptly make payment thereon.

END OF APPENDIX B

APPENDIX C

MILESTONE SCHEDULE

This is an Appendix attached to and made a part of and incorporated by reference with the Agreement dated June 1, 2020 between the County of San Mateo (the “**Owner**”), and SOM (“**Architect**”) providing for professional services.

- Design Phase Start: March 2020
- Programming/Concept Complete: July 2020
- Schematic Design Complete: Oct. 2020
- Design Development Complete: Jan. 2021
- Construction Documents Complete: June 2021
- Site Demolition Begin: Q2 2019
- Construction Begin: Q2 2021
- Construction of COB3 Complete: Q4 2023

END OF APPENDIX C

APPENDIX D
DELIVERABLES

This is an Appendix attached to and made a part of and incorporated by reference with the Agreement dated June 1, 2020 between the County of San Mateo (the “**Owner**”), and SOM (“**Architect**”) providing for professional services.

Architect’s deliverables under the Agreement are as follows: Architect shall submit to Owner all design documents (e.g. drawings, specifications, schedules, etc.) in hardcopy, PDF and electronic files in their native format (e.g. Word, Excel, Revit, Navisworks, SketchUp, etc.) on CD or DVD or flash drive. No proprietary software can be used for deliverables.

The deliverables required by each of the Design Phase shall be work products from the scope of services outlined for each corresponding phase as defined in Paragraph 3 of Appendix A that include, without limitation, the following:

1. Research, Concept Design and Programming Phase

- 1.1 Visioning workshop summary
- 1.2 Field tours at two (2) existing facilities COVID 19 Protocols meetings comparable/relevant to the scope of this Project to be collaboratively selected with Owner’s team.
- 1.3 Documentation of meeting discussions with users/stakeholders and decision tracking.
- 1.4 Architectural space program including but not limited to the required functions and program elements, departmental organization, required square footage, space adjacency diagrams, circulation flow diagrams, etc. Include also comparison of programmed areas vs. actual design areas in design options.
- 1.5 Preliminary list of specialized furniture, fixture and equipment (“FF&E”).
- 1.6 Conceptual plans on design options with one (1) approved option to proceed into Schematic Design.
- 1.7 Project description and design documents if needed to support CEQA process.
- 1.8 Phasing, demolition and grading package including but not limited to site phasing plans, documents required for initial demolition and grading permit application to the Authorities Having Jurisdiction, coordinated site remediation documents, evaluation and recommendation for the demolition and grading sub-contractor bids.
- 1.9 Preliminary project schedule with estimated timeline by task for all design and construction activities.
- 1.10 Presentation of finalized concept design to PDU for review and approval.

2 Schematic Design Phase

- 2.1 Partnering workshop organized in collaboration with the Owner and CM at Risk with all relevant stakeholders including the PDU.

- 2.2 Integrated BIM Project Execution Plan that was collaboratively developed with the selected CM at Risk documenting the BIM project delivery standards, protocols, LOD specifications, deliverables, etc. in accordance with the Attachment BIM to Appendix A.
- 2.3 Schematic Design layouts, sketches and conceptual design criteria, with supporting reports and exhibits. Provide the progress BIM at the end of this phase for record.
- 2.4 Area report listing all the spaces in the Architectural Space Program and comparison of the programmed areas vs. actual design areas.
- 2.5 Detailed circulation plans for public, staff, security, and emergency vehicles.
- 2.6 Comparative studies for major building systems and summary on the analysis performed for the various systems including but not limited to MEP, structural, acoustics, security, etc. Include studied alternatives, cost analysis, findings and recommendations/conclusions.
- 2.7 Preliminary code analysis identifying the applicable codes and Authorities Having Jurisdiction. Coordination of initial review meetings with Authorities Having Jurisdiction.
- 2.8 Initial coordination on utility services including PG&E, AT&T, Comcast, etc. for new site and building services.
- 2.9 Sustainability Design Strategy Report to summarize plan to achieve LEED certification and Zero Net Energy. Include a preliminary LEED checklist and assist the County to register the Project for LEED and other applicable energy-saving programs.
- 2.10 Refinement of Work phasing recommendations based on the Schematic Design.
- 2.11 Information and diagrams for project meetings, including reports of interfacing meetings with user groups and decision tracking.
- 2.12 Project description and design documents if needed to support CEQA process.
- 2.13 Design presentation to the Board of Supervisors, user groups and the public as required. Assume one (1) meeting for this phase.
- 2.14 Project schedule including work plan by task and status for all design activities, statutory submissions and approvals, project meetings, PDU reviews and approvals, coordination of pre-construction tasks, etc.
- 2.15 Recommendation on additional information, sub-consultants and/or specialists required for the Project.
- 2.16 Presentation of finalized schematic design to PDU for review and approval.

3 Design Development Phase

- 3.1 Design Development package including but not limited to:
 - Floor plans, reflected ceiling plans, roof plans
 - Structural framing plans
 - Civil plans, site plans, landscape plans, irrigation plans
 - Interior design plans including furniture, fixture and equipment
 - FF&E schedule
 - Exterior & interior elevations

- Building & wall sections
 - Door/frame/window/hardware schedules
 - Finishes schedules
 - MEP/FP/Security/Communication/AV/IT System plans
 - Mechanical zoning plans, equipment layout & schedules, system diagrams
 - Electrical single line diagrams including site generated electricity
 - Electrical lighting plans, schedules & photometric
 - Outline specifications, including written design criteria for mechanical and electrical systems
- 3.2 Coordinated BIM including all major disciplines (Structural, MEP, Fire Protection) and clash detection reports.
- 3.3 Report on proposed materials, systems, finishes, custom features organized by location, department and space type.
- 3.4 Area report listing all the spaces in the Architectural Space Program and comparison of the programmed areas vs. actual design areas.
- 3.5 Reports on whether further data, information or permits or reports are needed.
- 3.6 Updated comparative studies for major building systems.
- 3.7 Updated Sustainability Design Strategy Report including progress checklist for LEED and Zero Net Energy implementation plan based on findings from Schematic Design.
- 3.8 Updated Code Analysis Report and technical criteria, written descriptions and design data as needed for permits and approvals.
- 3.9 Documentation of information and diagrams discussed/presented at project meetings and decision tracking.
- 3.10 Preparation of supplementary conditions to the Construction Contract and additional bidding requirements.
- 3.11 Project schedule including work plan by task and status for all design activities, statutory submissions and approvals, project meetings, PDU reviews and approvals, coordination of pre-construction tasks, etc.
- 3.12 Design presentation to PDU at the end of this phase for review and approval.

4 Construction Documentation, Permitting and Bidding Phase

- 4.1 Guaranteed Maximum Price (GMP) Package (tentatively at 80% Construction Documents) including all the design information and details (e.g. inclusion, location, quantity, sizing, system & materials specifications, etc.) for all disciplines within the confirmed scope that are necessary for the generation of a detailed cost estimate by the CM at Risk and the Owner's separately and directly contracted cost estimator. The GMP Package should include but is not limited to the following coordinated, dimensioned and detailed set of:
- Floor plans, reflected ceiling plans, roof plans
 - Structural framing plans, details and calculations
 - Civil plans, site plans, landscape plans, irrigation plans
 - Interior design plans including furniture, fixture and equipment
 - FF&E schedule

- Exterior & interior elevations
 - Building & wall sections
 - Construction details
 - Door/frame/window/hardware schedules
 - Finishes schedules
 - MEP/FP/Security/Communication/AV/IT System plans and schedules
 - Mechanical zoning plans, equipment layout & schedules, system diagrams
 - Electrical single line diagrams including site generated electricity
 - Electrical lighting plans, schedules & photometric
 - Power and communication plans
 - Full technical specifications for all design elements and disciplines
 - Any other information and details as required for the development of an accurate GMP by the CM at Risk.
- 4.2 Cost estimate of the GMP Package independent of the CM at Risk, if directed by the County.
- 4.3 100% Construction Documents package including but not limited to fully coordinated, dimensioned and detailed set of:
- Floor plans, reflected ceiling plans, roof plans
 - Structural framing plans, details and calculations
 - Civil plans, site plans, landscape plans, irrigation plans
 - Interior design plans including furniture, fixture and equipment
 - FF&E schedule
 - Exterior & interior elevations
 - Building & wall sections
 - Construction details
 - Door/frame/window/hardware schedules
 - Finishes schedules
 - MEP/FP/Security/Communication/AV/IT System plans and schedules
 - Mechanical zoning plans, equipment layout & schedules, system diagrams
 - Electrical single line diagrams including site generated electricity
 - Electrical lighting plans, schedules & photometric
 - Power and communication plans
 - Full technical specifications for all design elements and disciplines
 - Any other construction documents as required for permitting and construction
- 4.4 Permit Set for securing statutory permits and approvals necessary for the construction of the Project.
- 4.5 Fully coordinated federated BIM including all major disciplines (Structural, MEP, Fire Protection) and clash detection reports.
- 4.6 Report on finalized selected materials, systems, finishes, custom features organized by location, department and space type. Include color palette for key interior and exterior spaces.
- 4.7 Report on final recommendation from acoustical sub-consultant.
- 4.8 Updated comparative studies for major building systems as needed.
- 4.9 Updated Sustainability Design Strategy Report including status for LEED submission and Zero Net Energy calculations.

- 4.10 Documentation of information and diagrams discussed/presented at project meetings and decision tracking.
- 4.11 Project schedule including work plan by task and status for all design activities, statutory submissions and approvals, project meetings, PDU reviews and approvals, coordination of pre-construction tasks, bidding, construction activities, etc.
- 4.12 **Bidding Phase**
 - 4.12.1 Preparation of supplementary conditions to the Construction Contract and additional bidding requirements (where necessary).
 - 4.12.2 Preparation of Bid Documents incorporating all corrections and revisions in response to final permitting and plan check comments.
 - 4.12.3 Written responses to bid questions relating to design and preparation of addenda (where necessary).
 - 4.12.4 Written determinations regarding proposed substitutions.
 - 4.12.5 Conformed set of drawings and specifications incorporating all bid addenda.
- 5 **Construction Administration Phase**
 - 5.1 Site observation reports
 - 5.2 Written responses to RFIs, submittals, review CM@R change order requests, substitution requests, etc.
 - 5.3 Written recommendation of CM at Risk payment applications.
 - 5.4 Certificates of Substantial Completion and Final Completion.
 - 5.5 Punch lists
 - 5.6 **Project Closes-out:** Record documentation in three (3) set of reproducible record prints (hardcopy), PDFs and electronic files in the native format of the source documents.
 - 5.6.1 Drawings in full size (24"x36" or 30"x42") and Technical Specifications incorporating changes made during construction.
 - 5.6.2 Finalized reports, schedules, calculations, and any other design submittals.
- 6 **Transition Phase**
 - 6.1 Documentation of training materials provided to Transition Team and selected staff (where applicable).
 - 6.2 Status report of punch list rectification.
- 7 **BIM.** See deliverable requirements per Attachment BIM to Appendix A.

END OF APPENDIX D

APPENDIX E

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated June 1, 2020 between the County of San Mateo (the “**Owner**”), and SOM (“**Architect**”) providing for professional services.

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

- 1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$5,000,000 annual general aggregate and \$5,000,000 each occurrence.

- 1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles.

- 1.3 Workers’ Compensation Insurance

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

- 1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$5,000,000 each claim, or (b) limits of not less than \$5,000,000 each claim, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured. Architect shall annually provide evidence of this coverage for at least five (5) years after the completion of the Services.

2. Insurance terms and conditions:

2.1 Additional Insureds:

2.1.1 Status of County of San Mateo as Additional Insured.

On Architect's Commercial General Liability and Automobile policies, the County of San Mateo, and its Supervisors, officers, officials, representatives, employees, Architects, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.3 Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to Owner in advance of the effective date thereof."

2.4 Architect's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Architect shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any of its Sub-consultants or employees may be held responsible for payment of damages resulting from their operations.

END OF APPENDIX E

ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

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 IP

Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does 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.
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 **ATTACHMENT 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.



San Mateo County Project Development Unit

Proposal for
Architectural and Engineering Services
for the New County Office Building at the
County Government Center, Redwood City

17 June 2020

Submitted to:
Sam Lin, Manager
San Mateo County
Project Development Unit
1402 Maple Street
Redwood City, CA 94063

Submitted by:
Steven Sobel, FAIA, Project Director
Matthew Jefferies, Assistant Project Manager
Skidmore, Owings & Merrill LLP
One Front Street, Suite 2400
San Francisco, CA 94111

FOR REFERENCE

SOM

SAN MATEO COUNTY PROJECT DEVELOPMENT UNIT

Proposal for Architectural and Engineering
Services for the New County Office Building at
the County Government Center, Redwood City

17 June 2020

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1. COMPANY INFORMATION AND QUALIFICATIONS

COMPANY INFORMATION AND QUALIFICATIONS

Name of Firm

Skidmore, Owings & Merrill LLP

Address of Firm

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Primary Contact Person

Steven Sobel, FAIA, Project Manager

Telephone & Fax Numbers of Primary Contact Person

P. (415) 352-3805

F. (415) 398-3214

E-mail Address of Primary Contact Person

steven.sobel@som.com

Changes to Company

There have been no changes to the company including ownership, staff size and legal actions since the date our SOQ was submitted.



San Bernardino Justice Center
San Bernardino, CA

The building's main entrance — a three-story public lobby — serves as the threshold between the openness of the city and the security of the government building. Originally targeting LEED® Silver certification by the U.S. Green Building Council, the courthouse achieved LEED® Gold certification at no added cost.

ABILITY TO MEET REQUIREMENTS OF THE PROGRAM

SOM was founded on the familiar notion that the whole is greater than the sum of its parts. The firm's founders sought to integrate architecture, planning, engineering, and other design disciplines under one roof, resulting in projects that are efficient, elegant and unlike any others.



Collaborative Programming Process

SOM's interior design and programming studio includes workplace strategists, industrial designers, technologists, stakeholder outreach specialists and engineers who seek to implement new concepts for business environments calibrated for maximum productivity.

SOM's goal is to create designs that successfully meet each client's particular needs and programmatic requirements and that appropriately reflect the mission and culture of the County.

As a research-based practice, SOM achieves this goal through an extensive process of investigation and analysis of work practice; examination of spatial relationships, and promotion of the client's image and goals to find the most effective design solutions including the facilitation and implementation of change management processes. At the start of the project we will work with your selected representatives to tailor our methodology to your specific needs, schedule, budget and goals.

Iconic Architectural Design

We are a collective of designers who believe in the power of design to change the world.

We use design thinking and design excellence to solve problems of the 21st Century. Our philosophy is reflected in SOM's conviction that design excellence implies not only aesthetics, but also requires superior functionality, carefully planned systems, and a sympathetic relationship to the surrounding environment and the building users it serves.

A key to our success is the complementary strengths of a long established firm having a solid organizational infrastructure and an appropriately sized, project-focused team. SOM believes strongly in the holistic inclusion of technical architecture, engineering, and other related disciplines in the design process. This multi-disciplinary approach—one that SOM helped pioneer—has allowed us to develop new and unique solutions in our designs through superior project management.

The firm's longstanding leadership in design and building technology has been honored with more than 2,000 awards for quality, innovation, and management, more than any other architecture firm.

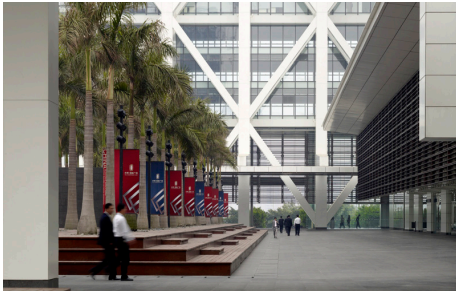
People Focused Campus Planning

SOM's Planning Practice is one of the most respected and recognized professional groups in the field, and has undertaken and completed some of the largest and most complex public campus and urban development projects in the world.

SOM has positively impacted public and corporate campuses across the country and around the globe—from the design of initial master plans for new construction to analyzing and optimizing individual precincts within well-established campuses.

SOM has a long history of partnering with specialty consultants to create design and planning excellence and the highest level of client service. Together, SOM management and design leadership direct diversified consultant teams, holds them to the highest standards in an iterative creative process, and coordinates communications across the team.

We design holistic, sustainable solutions to guide the future growth of government agencies by drawing on the multi-disciplinary strengths of our firm, as well as those of our consultants.



Integrated Structural Engineering

Successful design is the result of a close collaboration between architects and engineers. For buildings of all scales, we devise progressive engineering solutions that enable a visionary design to become a breathtaking reality. We develop structural systems that embody the highest level of clarity, efficiency, and beauty for both cutting-edge and timeless work.

Innovation, creativity, and design excellence are principle aspirations for SOM's structural engineering practice.

We believe that the best engineering solutions result from a close collaboration with our clients and our multi-disciplinary approach to design. We believe that a refined science of structural engineering leads to the most efficient solutions, resulting in least material quantities, and least cost.

Our designs are sensitive to architectural goals that result in distinctive and timeless structures. We believe in constant renewal of our profession and our firm through intellectual challenges, searching for new ideas with each project--ideas that may influence structures yet to be conceived.



Modern Workplace Design

The design team will kick off the project by working with the County to identify key stakeholders and establishing team responsibilities, methods of approval, project procedures, schedule requirements and set programming goals.

We will spend time with each department that will be housed in the COB 3 and will research and confirm the size and function of departments; requirements for offices, workstations and common areas; adjacency priorities; and circulation. Next the team will synthesize findings and submit a preliminary Space Use Program for review, and we will make revisions as necessary to gain approval. Our team can also utilize Virtual Reality tools so that the future tenants can experience what the spaces will feel like in various iterations of the design.

Through a comprehensive analytical methodology, SOM will help define and articulate both the tangible and intangible elements of the work environment and translate those into design solutions. We use this ability to evaluate a larger number of alternatives than most of our competitors, and to search aggressively for better solutions: those which enhance performance and reduce time and cost.



In-House Wayfinding Design

Branding, identity, and graphic design are infusing the built environment with increasing sophistication and opening new channels of communication that extend traditional branding programs to workspaces and entire buildings.

SOM provides the full spectrum of services—from identity and branding to wayfinding, signage, environments, and supergraphics—to achieve an integrated communications continuum.

Collaborative by definition, we tailor our team and process to each client, drawing upon SOM's expertise in planning, interior design, architecture, and structural engineering, as well as outside technology experts, to serve a broad range of businesses and institutions.

The result is an award-winning portfolio that encompasses brand-enhancing identity and collateral; signage that helps us find our way and keep us safe; new solutions that merge architecture and graphic design; and master plans for long-term consistency.

Workload of Project Personnel

	Conceptual Design	Schematic Design	Approvals and Permitting	Design Development	Construction Documentation	Construction Administration	Project Close-out
Carrie Byles Partner-in-Charge	[Dedicated]						
Javier Arizmendi Director of Design	[Dedicated]				[Active]	[Advisory]	
Steve Sobel Project Director	[Dedicated]				[Active]		
Matthew Jefferies Assistant Project Manager	[Dedicated]					[Active]	
Francesca Oliveira Associate Director, Technical Design	[Dedicated]					[Advisory]	
Francke Wurzelbacher Technical Architect	[Dedicated]						
Matthew Wasylciw Senior Interior Designer	[Dedicated]					[Active]	
Elissa Gee Interior Designer	[Active]	[Dedicated]				[Advisory]	
Eric Long Director of Structural Engineering	[Dedicated]			[Active]	[Advisory]		
Rupa Garai Associate Director of Structural Engineering	[Active]		[Dedicated]		[Active]		
Lonny Israel Design Director, Environmental Graphics	[Advisory]		[Active]	[Advisory]			
Kacey Bills Project Manager, Environmental Graphics	[Advisory]	[Dedicated]			[Advisory]		

Dedicated
50% to full-time

Active
25%–50% of time

Advisory
0-25% of time

2. PROPOSED PROJECT TEAM QUALIFICATIONS AND AVAILABILITY

PROPOSED PROJECT TEAM QUALIFICATIONS AND AVAILABILITY

A. TEAM RESUMES

In our Statement of Qualifications, we submitted complete resumes for each of our proposed team members including previous experience and references. In the following section, we've included abbreviated resumes as well as more detailed information about roles and anticipated involvement.

SOM looks forward to being a part of your design and construction team, possessing a unique blend of complementary experiences, sensibilities, and goals that will successfully bring this important project to life. We are excited to continue building long-standing relationships with our subconsultant team that can help realize the goals and ambitions of the COB3 project.

The SOM culture is built upon a highly collaborative environment. We are dedicated to this integrated approach in selecting a strong, collective team to deliver a unique and inspiring project that can set a new precedent for your COB3 building and reimagined County Government Center.

1. Role and Time Commitment of Team Members

The senior leaders for the COB3 Project will work collaboratively throughout the phases of the design and construction process utilizing their unique experience to lead different aspects of the work at each phase.

Javier will be Senior Designer for the project and together with Susan's interiors background will lead the design effort. Maurice will lead the technical coordination and integration effort. Carrie, Steve and Kye will manage the project and process overall, focusing on quality, schedule and budget.

As stated in Section 1, the proposed project team is ready to begin work immediately on your project, and none of our projects currently under way will affect our ability to undertake this work. All team members are available for the project as necessary.

The chart on page 4 outlines the anticipated involvement of each of SOM's proposed personnel.

2. Current and Projected Workload of Team Members

The chart on page 7 outlines the current and projected workload of our team's key personnel.

3. Detail on Project Approach

SOM has a highly successful track record delivering complex civic projects. Our cutting-edge design talent and global experience has enabled the firm to deliver state-of-the-art landmark civic buildings. SOM routinely works with clients, users, community groups, governmental agencies, and other stakeholders to comply fully with complex public approvals and procurement requirements. Through our experience working with civic and government agencies, SOM thoroughly understands the inherent complexity of government building projects and the challenge of creating quality work environments that inspire and motivate while accommodating security provisions. Through our integrated design services we collectively employ multiple disciplines to facilitate a comprehensive design. Having established this infrastructure enables us to embark on similar projects with the understanding and ability to respond to the challenges that lie ahead. Please find our detailed COB3 Project Approach on Section 3.

4. Meeting Attendance

SOM has selected a highly qualified, integrated project team to perform design services for the COB3. Our team leaders are committed to a Project Plan that will be crafted to achieve the County's goals and expectations for this ambitious program including design excellence, conformance to budget, and commitment to on-time delivery and responsiveness. The Project Plan is a living document that will be reviewed with the County for input and modified to respond to circumstances that may not be foreseen over the course of the project. An essential component of this Plan will be the project schedule, highlighting, by phase, anticipated meetings, cost estimate milestones, goals and tasks for each member of the project team and scheduled deliverables that will keep our team on target for timely completion. Beginning on page 31, we have outlined the number of meetings per project phase, who will attend and what the goals for each meeting will be.

5. User Team Input

The process of making great public architecture holds social as well as design challenges. The most common of these is simply achieving consensus on a process involving a wide range of stakeholders and their respective priorities. Our goal is to achieve a creative synthesis of the competing forces that necessarily intersect in the shaping of a project. Just as pen and paper are tools of our trade, so are patience, flexibility and the ability to listen.

In order to build stakeholder satisfaction, we will work closely with the Project Development Unit and key stakeholders so that the project requirements are met or exceeded. To achieve this goal, we propose an initial partnering session, followed by a series of stakeholder engagement meetings. The synergy created in these sessions enhances communication, fosters teamwork, and increases efficiency.

We will kick off the project by identifying key stakeholders and establishing team responsibilities, project goals and vision, methods of approval, project procedures, schedule requirements, project budget, and set programming goals. We will spend time with each department that will be housed in the COB3 and will research and analyze the size and function of departments; requirements for offices, workstations and common areas; adjacency priorities; user mapping; and circulation. Next the team will synthesize findings and submit a preliminary Space Use Program for review. Revisions will be made as necessary to gain approval within the established schedule. SOM can also utilize VR tools so that future tenants can experience what the spaces will feel like in various iterations of the design.

6. Projected Project Schedule

Section 4. Project Approach includes a detailed project schedule on page 35. Based on the information presented in the RFP, we project the following project schedule:

- Design Phase Start: March 2020
- Programming/Concept Complete: July 2020
- Schematic Design Complete: Oct. 2020
- Design Development Complete: Jan. 2021
- Construction Documents Complete: June 2021
- Site Demolition Begin: Q2 2019
- Construction Begin: Q2 2021
- Construction of COB3 Complete: Q4 2023

8. Location of Work to be Performed

As the Architect of Record, SOM will design and prepare construction documents out of our San Francisco Office. Our subconsultants will work primarily from their respective local offices and will meet for design and coordination meetings at SOM's office and the PDU in Redwood City as appropriate.

SOM is currently working on a number of projects that involve co-location of key team members including the Sea-Tac International Airport Renovation and the Moscone Center Expansion and Improvement Project. This approach to quality control promotes a collaborative working environment and transparent communication among the entire Project

Team. The SOM team is open to discussing the benefits of co-location for the COB3 project, should that be an option the County is interested in.

Updates to Statement of Qualifications

Matthew Jefferies has joined our Project Management team to support Steve Sobel, Project Director. Together they will be responsible for the day-to-day administration, scheduling, and management of SOM's professional services throughout the development of the project.

Lastly, per PDU direction, we have engaged **CMG Landscape Architecture, Atelier 10, Telemon Engineering Consultants Inc, and Syska & Hennessey** as legacy consultants.

CURRENT AND PROJECTED WORK ON OTHER PROJECTS

The chart below outlines the current and projected workload of our team's key personnel.

	Current Projects	Current Phase	2019 Phase	2020 Phase	2021 Phase
Carrie Byles SOM Principal-in-Charge	UC Hastings College of the Law Sea-Tac Airport - International Arrivals Facility Transbay Block 9	CA CD CA	CD CD/CA CA	CA CA CA	-- CA --
Javier Arizmendi SOM Director of Design	95 Hawthorne 500 Folsom OBO Projects	SD CA Concept	DD -- --	CD -- Concept	CA -- SD
Steve Sobel SOM Project Director	Genesis Marina New Modesto Courthouse 345 Montgomery	CD CD CA	CD DD CD	CA CD CA	CA CA --
Matthew Jefferies SOM Assistant Project Manager	350 Second Street Hotel Genesis Marina	CD CD	CA CD	-- CA	-- CA
Francesca Oliveira SOM Project Architect/Sr. Technical Designer	OBO Projects 98 Franklin	Concept SD	-- --	Concept DD	SD CA
Matthew Wasylciw SOM Senior Interior Designer	1500 Mission Confidential Biotech Company New Modesto Courthouse	CA SD CD	CD DD DD	CA CA CD	-- CA CA
Eric Long SOM Structural and Seismic Director	UC Merced Building 2A/3A LACMA 95 Hawthorne	CA CD SD	CA CD DD	CA CD CD	-- CA CA
Rupa Garai SOM Associate Director of Structural Engineering	345 Montgomery UC Hastings College of the Law New Modesto Courthouse	CA CA CD	CD CD DD	CA CA CD	-- -- CA
Lonny Israel SOM Wayfinding Design Director	Moscone Center Expansion and Improvement Asian Art Museum Genesis Marina	CA DD CD	CA CA CD	-- -- CA	-- -- CA
Kacey Bills SOM Wayfinding Designer	75 Howard Asian Art Museum Genesis Marina	CD DD CD	CA CA CD	CA -- CA	-- -- CA

PROJECT DIRECTORY

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Enrique Acosta

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Matthew Wasylciw, LEED® AP

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Elissa Gee

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Rupa Garai, PE, SE, LEED® AP BD+C

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Lonny Israel

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Kacey Bills

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Claire Maxfield, LEED® FELLOW

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Susi See

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Mennor Chan, PE, PLS, LEED®, QSD/QSP

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Landscape Architecture
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415.265.3884

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bhall@dewberry.com
309.282.8134

Kristin Peck

Firm: PritchardPeck Lighting
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Rick Lloyd

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310.505.9747

Sanjay Aggarwal, PE

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925.208.0739

Eric Mori, PE

Firm: Salter
Acoustics
emori@salter-inc.com
415.470.5445



CARRIE BYLES, FAIA, LEED® AP BD+C
Principal in Charge
SOM, San Francisco Office

Availability

Design Phase Availability 0-10%
Construction Phase Availability 0-5%

COB3 Project Role

The Principal in Charge will lead the overall administration and direction of SOM's services and will serve as the liaison between the County and SOM on contractual matters. Carrie will establish and oversee policies related to the performance of SOM's services from a quantity and quality standpoint and has overall responsibility for the project.

Similar Projects

1500 Mission Street
San Francisco, California

Moscone Convention Center
Expansion Project
San Francisco, California

680 Folsom
San Francisco, California

Electronic Arts Corporate Headquarters
Master Plan, Phase I, Phase II
Redwood City, California

Samsung Research America
Mountain View, California

Xilinx Headquarters
San Jose, California

Confidential Tech Company
Various Locations

500 Folsom
San Francisco, California

75 Howard
San Francisco, California

Rice University
BioScience Research Collaborative
Houston, Texas

University of California, San Francisco
Sandler Neurosciences Center
San Francisco, California



JAVIER ARIZMENDI, AIA, LEED® AP
Director of Design
SOM, San Francisco Office

Availability

Design Phase Availability 30-50%
Construction Phase Availability 5-10%

COB3 Project Role

The Director of Design will establish the overall architectural design approach for the COB3. Javier will oversee, review, and refine the development of the design intent through each phase. He will be responsible for directing and achieving the County's design and quality expectations.

Similar Projects

San Diego Central Courthouse
San Diego, California

San Francisco Civic Center Complex
San Francisco, California

Electronic Arts Corporate
Headquarters
Master Plan, Phase I, Phase II
Redwood City, California

Federal Inspection Facility
San Jose, California

500 Folsom
San Francisco, California

San Francisco Veteran Affairs
Medical Center
San Francisco, California

Stanford University
Graduate School of Business Renovation
& Knight Building Addition
Stanford, California

Geffen Hall, David Geffen School of
Medicine University of California, Los
Angeles
Los Angeles, California

Rice University BioScience Research
Collaborative
Houston, Texas

San Jose International Airport
Federal Inspection Facility
San Jose, California



STEVEN SOBEL, FAIA
Project Director
SOM, San Francisco Office

Availability

Design Phase Availability 40-50%
Construction Phase Availability 15-20%

COB3 Project Role

Steve will work very closely with Kye Archuleta for the duration of the COB3 project and will have overall responsibility for the success of the coordination of the project. He will be actively involved in establishing and maintaining the schedule and budget from inception to completion.

Similar Projects

San Diego Central Courthouse
San Diego, California

San Bernardino Justice Center
San Bernardino, California

New Modesto Courthouse
Modesto, California

New Ukiah Courthouse
Ukiah, California

350 Mission Street
San Francisco, California

Moscone Convention Center
Expansion Project
San Francisco, California

Genesis Tower
South San Francisco, California

111 Main
Salt Lake City, Utah

101 Second Street
San Francisco, California

California Trial Court
Facilities Standards - 2011 Edition
Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and
Management



MATTHEW JEFFERIES
Assistant Project Manager
SOM, San Francisco Office

Availability

Design Phase Availability 40-50%
Construction Phase Availability 15-20%

COB3 Project Role

As the Assistant Project Manager, Matthew will be responsible for the day-to-day administration, scheduling, and management of SOM's professional services throughout the development of the COB3 and accompanying parking structure. As the primary contact between the County and project consultants, Matthew will work with Steve to review and document the County's directions and decisions, as well as team progress, and will then distribute information to the project team that may affect the design process.

Similar Projects

Sunnyvale Business Park
Sunnyvale, CA

350 Second St. Hotel
San Francisco, CA

500 Folsom
San Francisco, CA

Genesis Marina
Brisbane, CA

U.S. Embassy Complex
Confidential Location

U.S. Embassy Complex
Confidential Location

Treasure Island Basis of Design, San
Francisco, CA

Prior to SOM

The Korte Company – Harrisburg
Hospital & Moore County Hospital



KENNY ENDO

Architectural Associate Director
SOM, San Francisco Office

Availability

Design Phase Availability 20-30%
Construction Phase Availability 5-10%

COB3 Project Role

With over ten years of experience, Kenny Endo has played an instrumental role in the design of several award-winning projects, both domestic and abroad. His work at SOM includes a collaborative research building; a private health-care campus, high-end hotels; and numerous large-scale, mixed-use developments.

Similar Projects

San Diego Central Courthouse
San Diego, California

UC Hastings College of the Law
Academic Replacement Building
San Francisco, California

One Maritime Plaza
Lobby Renovation
San Francisco, California

Rice University
BioScience Research Collaborative
Houston, Texas

Treasure Island Master Plan
San Francisco, California

Parkmerced Vision Plan
San Francisco, California

Chengdu Aerotropolis Master Plan
Chengdu, China

U.S. Department of State
New Consulate Compound
Confidential

BFS Tongzhou Office Project
Tongzhou, China

GT Land Hangzhou CBD Project
Hangzhou, China

Hangzhou Lakeview Hotel
Hangzhou, China



ENRIQUE ACOSTA

Architectural Associate
SOM, San Francisco Office

Availability

Design Phase Availability 60-70%
Construction Phase Availability 15-20%

COB3 Project Role

Enrique has collaborated on a number of projects with Javier Arizmendi and played an instrumental role in multiple areas. He is a project architect with many years in design and execution.

Similar Projects

San Diego Federal Courthouse
San Diego, California

Huafa Hengqin Bay Plaza
Zhuhai, China

500 Folsom
San Francisco, California

95 Hawthorne
San Francisco, California

Transbay Block 9
San Francisco, California
Windhoek US Embassy Complex,
Namibia

1979 Mission St.
San Francisco, California

98 Franklin St. Residential Tower
San Francisco, California

Lucas Museum
San Francisco, California

US Embassy
Mexico City, Mexico

One Hudson Boulevard
New York, New York

Poly Chengdu Dayuan MAster Plan
Chengdu, China



FRANCESCA OLIVEIRA
AIA, NCARB, LEED® AP BD+C
 Project Architect/Associate Director,
 Technical Design
 SOM, San Francisco Office

Availability
 Design Phase Availability 50-70%
 Construction Phase Availability 60-80%

COB3 Project Role

Francesca will work with Javier Arizmendi, Director of Design, to establish a design concept for the project. The Project Architect will also be responsible for integrating the special project requirements and the architectural, structural and MEP systems into a quality, cost-effective product that achieves the County's goals and objectives for the project. Of particular importance to Francesca's will be the project's contextual and internal functional relationships, as well as its massing, proportions, materials, and special details.

U.S. Consulate General Complex
 Confidential Location
 Poly International Plaza
 Beijing, China

111 Main
 Salt Lake City, Utah

345 Montgomery
 San Francisco, California

Geffen Hall, David Geffen School of
 Medicine at UCLA
 Los Angeles, California

Raycom Hefei Economic Development
 Zone Conceptual Urban Design
 Hefei, China

Similar Projects

U.S. Embassy Complex
 Confidential Location

U.S. Embassy Complex
 Confidential Location

Similar Projects Prior to SOM

DuPont, Project Renaissance
 Wilmington, DE

Rockefeller University, Comparative
 Bioscience Center (CBC) Annex
 New York, NY



FRANCKE WURZELBACHER
 Technical Architect
 SOM, San Francisco Office

Availability
 Design Phase Availability 80-90%
 Construction Phase Availability 90-100%

COB3 Project Role

Francke will work with Francesca as the technical designer on the project. She will be key in the areas of development, technical details, coordination with other consultants, and BIM execution.

Similar Projects

345 Montgomery
 San Francisco, California

OBO Projects



MATTHEW WASYLCIW
LEED® AP

Senior Interior Designer
SOM, San Francisco Office

Availability

Design Phase Availability 60-70%
Construction Phase Availability 40-60%

COB3 Project Role

Our Interior Designer will be responsible for planning, interior concepts, and providing a consistent design approach between the building architecture and the interior architecture. Matthew will also provide solutions to programming challenges, in order to integrate the objectives of all stakeholders with additional needs that may arise from community-based feedback.

Similar Projects

1500 Mission Street
San Francisco, California

University of California, Merced
2020 Expansion — Lab 2A
Merced, California

Similar Projects Prior to SOM

Confidential Internet Search Engine New Campus
Mountain View, California
Confidential Top 10 US Bank Digital Lab
San Francisco, California

Khan Academy Headquarters
Mountain View, California

SAP
Palo Alto, California

Ross Store New Campus
Dublin, California

Motorola Mobility Vertical Campus
Mountain View, California

Confidential Internet Search Engine, Café
Mountain View, California



ELISSA GEE

Interior Designer
SOM, San Francisco Office

Availability

Design Phase Availability 60-70%
Construction Phase Availability 60-70%

COB3 Project Role

Elissa Gee is an Interior Designer in SOM's San Francisco office where she is an integral team member in the Interiors Studio focused on workplace, corporate, and commercial projects. Using design sensibility and in-depth research, Elissa crafts each project with a thoughtful and strong conceptual approach to connect users to their environment.

Similar Projects

49 South Van Ness
San Francisco, California

345 California
San Francisco, California

U.S. Embassy Complex
Confidential Location

Prior to SOM

Glendale Galleria
Glendale, California



ERIC LONG
PE, SE, LEED® AP

Structural and Seismic
Engineering Director
SOM, San Francisco Office

Availability

Design Phase Availability 10-30%
Construction Phase Availability 20-30%

COB3 Project Role

Our Seismic and Structural Engineering Director will be responsible for the overall structural design and the integration of that design with the multidisciplinary team, establishing direction for structural and seismic engineering concepts to achieve the COB3's established goals. Eric brings a wealth of experience in Seismic and Structural Engineering. His career has focused on developing innovative structural engineering solutions around the world.

Similar Projects

New United States Courthouse—
Los Angeles
Los Angeles, California

United States Embassy
Beijing, China

350 Mission Street
San Francisco, California

Long Beach Civic Center
Long Beach, California

United States Consulate General
Guangzhou, China

The Cathedral of Christ the Light
Oakland, California

75 Howard Street
San Francisco, California

Transbay Block 9
San Francisco, California

Long Beach Civic Center
Main Library
Long Beach, California

Building for the Permanent Collection,
Los Angeles County Museum of Art
(LACMA), Los Angeles, California



RUPA GARAI
PE, SE, LEED® AP BD+C

Structural Engineering
Associate Director
SOM, San Francisco Office

Availability

Design Phase Availability 50-80%
Construction Phase Availability 50-80%

COB3 Project Role

As an Associate Director and Structural Engineer, Rupa is a highly collaborative engineer who works with design teams to incorporate structural engineering concepts, employing innovative energy-dissipating technologies with architecture and other required systems. Rupa has over 12 years of experience working on projects that include mixed-use, commercial, airports, courthouses, residential, and office towers.

Similar Projects

Poly International Plaza
Beijing, China

San Diego Superior Courthouse
San Diego, California

Al Hamra Tower
Kuwait City, Kuwait

San Bernardino Justice Center
San Bernardino, California

222 South Main
Salt Lake City, Utah

The Pin-Fuse Seismic Systems™

Jinmen Jinta
Tianjin, China

The Desmond
Los Angeles, California

Tower 8
Salt Lake City, Utah

Cathedral of Christ the Light
Oakland, California

Parkmerced Block 22
San Francisco, California

Chhatrapati Shivaji International Airport,
Terminal 2
Mumbai, India

Pioneer Park Master Plan
Gurgaon, India



LONNY ISRAEL
Design Director,
Environmental Graphics
SOM, San Francisco Office

Availability

Design Phase Availability 30-40%
Construction Phase Availability 5-10%

COB3 Project Role

Lonny will be responsible for the success of a full spectrum of services—from identity and branding to wayfinding, signage, environments, and supergraphics—to achieve an integrated communications continuum. Lonny will tailor the process to San Mateo County’s specific goals, drawing upon SOM’s expertise, to design a timeless new County Office building and Government Center campus that will serve Redwood City for decades to come.

Similar Projects

- New United States Courthouse
Los Angeles, California
- San Bernardino Justice Center
San Bernardino, California
- San Diego Central Courthouse
San Diego, California

350 Mission Street
San Francisco, California

111 Main
Salt Lake City, Utah

Moscone Center Expansion
and Improvement
San Francisco, California

Samsung Research America
Mountain View, California

San Francisco Museum of Modern Art
San Francisco, California

Business-Oriented Social
Networking Company (Confidential)
San Francisco, California

The Strand, American
Conservatory Theater (A.C.T.)
San Francisco, California

Oakland Museum of California
Oakland, California



KACEY BILLS
Assistant Project Manager,
Environmental Graphics
SOM, San Francisco Office

Availability

Design Phase Availability 30-40%
Construction Phase Availability 60-70%

COB3 Project Role

As Assistant Project Manager in the Graphics and Branding Studio at SOM’s San Francisco office, Kacey Bills brings a client-centric project management approach with a keen focus on design goals, budgets, and schedules. She is trained in accessibility and legibility for graphics in the built environment and is knowledgeable of ADA and building codes related to signage and life safety signage. All of her design experiences and background have led Kacey to develop a strong emphasis on consensus building and stakeholder engagement.

Similar Projects

- New United States Courthouse
Los Angeles, California
- San Bernardino Justice Center
San Bernardino, California
- San Diego Central Courthouse
San Diego, California

350 Mission Street
San Francisco, California

111 Main
Salt Lake City, Utah

Asian Art Museum
San Francisco, California

Oakland Museum of California
Oakland, California

Wells Fargo Center Lobby Renovation
Los Angeles, CA

JP Morgan Chase Metrotech
Brooklyn, NY

The Strand, American
Conservatory Theater (A.C.T.)
San Francisco, California

Moscone Center Expansion
and Improvement
San Francisco, California

ATELIER TEN

LEED®/Sustainability Designer/Specialist



Atelier Ten is a collaborative, interdisciplinary and innovative firm of environmental design consultants and lighting designers dedicated to sustainability for the planned and built environment.

Public building projects are uniquely positioned to provide the clearest statement of a city's commitment to reducing GHG emissions. Atelier Ten has experience working with government agencies to design new and renovate high-performance LEED-benchmarked facilities in an effort to showcase a commitment to reducing greenhouse gas emissions and obtaining carbon neutral operations over time. Some of our most notable government projects include Transbay Transit Center, San Francisco Airport Consolidated Administrative Campus Masterplan, Smithsonian Campus Masterplan and Benjamin P. Grogan and Jerry L. Dove Federal Building.

Our clients value our macro-to-micro approach to design, concentrated on making the most of environmental opportunities and enhancing the human experience in our projects. We provide big-picture guidance on goals, policies, and long-term planning, supported by technical analysis to test out design strategies for long-term use and cost. We draw from our extensive knowledge of green building design principles, strategies, technologies, and analytical tools to advocate for creative, practical, and appealing design solutions. Our methodologies combine qualitative and quantitative thinking: we deliver design solutions based on the cornerstones of sustainability, environmental integrity, economic viability and social wellbeing.

Founded in 1990 in London by a team of progressive engineers, we have since expanded, with offices in Glasgow, Edinburgh, New York, New Haven, San Francisco, Doha, Bangkok, Singapore, Sydney, and Melbourne.



CLAIRE MAXFIELD, LEED FELLOW
Principal-in-Charge, Director
Atelier Ten, San Francisco, CA

COB3 Project Role

Claire is the director of Atelier Ten's San Francisco office as well as the firm-wide practice director for environmental design. She has particular expertise in building envelope optimization, daylighting and shading design, and water management systems, and has developed sustainability guidelines for masterplanning projects. She is also experienced in California state and local green building ordinances and guidelines.

Similar Projects

Sunnyvale Civic Center Masterplan Sunnyvale, CA

This masterplan and building project will provide a modern new Civic Center for the City of Sunnyvale. To achieve their goals of net zero energy and LEED Platinum, the team designed a high performance facade that optimizes natural daylight, increases thermal and visual comfort, and reduces electrical lighting consumption.

SSF Community Civic Campus South San Francisco, CA

The new civic campus includes a library, recreation facility, police station and fire station for the city of South San Francisco. Atelier Ten provided sustainability guidance and recommendations.

San Francisco Animal Care & Control Facility San Francisco, CA

Atelier Ten provided Concept MEP Engineering, Energy Analysis and LEED Administration for this LEED Gold targeted renovation of a historic building in San Francisco, California.

Salesforce Transit Center San Francisco, CA

This ambitious project will transform downtown San Francisco and its regional transportation system. It creates an iconic central station that forms the new center of a sustainable transit-friendly region and integrates an innovative urban park on its roof.

MEYERS+ ENGINEERS

AV/Fire Protection/MEP/Security Electronics/Low Voltage/IT Infrastructure

MEYERS+ ENGINEERS is a full service mechanical and electrical engineering firm specializing in the design of HVAC, electrical, plumbing & fire protection systems for buildings across diverse market sectors. We integrate sustainable and high performance design solutions into our work and provide building commissioning services to provide comprehensive building systems engineering and design services. Our knowledge and experience is the product of decades of working on many of the world's most prominent and complex buildings. Innovation, engineering excellence, sustainable design and client service form the foundation of our practice.

Randy Meyers, Susie See, Wayne Gaw, Michael Giangrave and Paul McGrath, having worked together for many years in their prior careers, have come together to offer large firm mechanical and electrical engineering services delivered

with small firm partnership style client service. Our strategy is simple: hire the best people and focus on our clients and their projects. With our leadership team in place, MEYERS+ is rekindling existing relationships and forming new ones within our community of architects, developers, owners and contractors.

Our style of service is personal and professional. We are active listeners and proactive contributors who communicate clearly, are decisive & responsive, and are committed to consistently delivering quality services and products.



SUSIE SEE, PE LEED AP BD+C
Principal-in-Charge`
Meyers+, San Francisco Office

COB3 Project Role

Susie is a Principal and Electrical Engineering with more than 30 years of experience. Susie leads and manages highperforming, multi-discipline design teams on the most challenging projects. Susie delivers excellence in client service and technical design for a wide variety of project types across diverse market sectors. Her extensive experience includes highly sustainable design in the US and Asia with multiple projects achieving LEED® Platinum certification.

Similar Projects

- South San Francisco Community Civic Campus
San Francisco, California
- South San Francisco Library
San Francisco, California
- Genesis Marina
San Francisco, California

Chase Center - Golden State Warriors
San Francisco, California

30 Van Ness
San Francisco, California

49 South Van Ness
San Francisco, California

100 and 150 Hooper Street
San Francisco, California

Vassar Harrison-Office
San Francisco, California

Similar Projects Prior to Meyers+

- California DGS Central Utility Plan
San Francisco, California
- JCC San Diego Courthouse
San Diego, California
- GSA 50 UN Plaza
San Francisco, California
- 350 Mission Street
San Francisco, California

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WAYNE GAW PE, LEED AP BD+C
Lead Mechanical Engineer
Meyers+, San Francisco Office

COB3 Project Role

Principal and Director of Mechanical Engineering. Mr. Gaw has over 24 years of professional experience in delivering innovative and sustainable building design solutions. He has provided engineering design and executive leadership on some of the largest and most complex projects in the United States and Asia, including the \$8.4 billion MGM Aria Casino and Resort development in Las Vegas, the largest privately funded project in the U.S. His industry expertise and innovative approach to design strategies combine long-range vision with a conscientious focus on operational goals and objectives.

Similar Projects

Pier 70 Parcel A
San Francisco, California

415 20th St. Oakland
Oakland, California

Similar Projects Prior to Meyers+

Brentwood City Hall
Brentwood, California

San Francisco Main Library
San Francisco, California

State of California Building at 455
Golden Gate Avenue

State of California Earl Warren
Building—350 McAllister St.
San Francisco, California

Conservation Center for Wildlife Care
and Rehabilitation
San Francisco, California

Shanghai International Financial Center
Shanghai, China

Letterman Digital Arts Center
San Francisco, California

MEYERS+ ENGINEERS

AV/Fire Protection/MEP/Security Electronics/Low Voltage/IT Infrastructure

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ADAM KYLE PE, LEED AP BD+C
High Performance Design Leader
Meyers+, San Francisco Office

COB3 Project Role

Adam leads the high performance design offering at MEYERS+, bringing extensive experience in the design of high performance building systems, passive design, natural ventilation and natural lighting. Adam believes that successful sustainable design requires solutions that enhance all aspects of performance: occupant well-being, efficiency, architectural design vision and budget. In particular, Adam brings exceptional depth in practical application of integrated HVAC and façade designs, which combined have very large impact on energy, occupant comfort, and natural lighting.

Similar Projects

San Francisco International Airport—
Terminal 1
San Francisco, California

San Francisco International Airport—
T2 Build Back
San Francisco, California

San Francisco International Airport —
Terminal 3 West
San Francisco, California

Similar Projects Prior to Meyers+

Salt River Fields at Talking Stick
Phoenix, Arizona

AOC San Diego Courthouse
San Diego, CA

AOC Santa Clara Family Resources
Courthouse
Santa Clara, CA

Moscone Convention Center
San Francisco, CA

50 United Nations Plaza
San Francisco, CA

South San Francisco Community Civic
Campus South
San Francisco, CA

TELEMON ENGINEERING CONSULTANTS, INC.

Civil Engineering



Telamon Engineering Consultants Inc (TECI), established in 1993 (23 years), is a professional services firm that specializes in civil engineering, land surveying, construction/project management, and governing agency permitting. TECI's broad experiences ranges from master planning, infrastructure to site-specific projects in commercial and residential development, utility investigation and relocation, roadway engineering, stormwater management, ADA code compliance review and design, CADD support, value engineering and peer review, and QA/QC review.

Our staff is comprised of dedicated and experienced professionals who are outstanding in the field of Civil Engineering and Land Surveying. We provide our clients with the management and technical skills necessary to help achieve their

project goal on time and within budget. At TECI, we stress the importance of building strong and collaborative relationships with all stakeholders. We communicate diligently with our client to understand their needs in order to minimize and eliminate project risk.

TECI's vision is to ensure a sustainable future for the next generations by caring about the people and environment now. Our staff is passionate to continuously aim to reach project goals while maintaining the principles of sustainable design. TECI staff members have been in the forefront of implementing SWPPP and Low Impact Design for a variety of project sites. Majority of our projects have been LEED Certified and have received numerous awards. Our staff is among the first to be certified as LEED Accredited Professionals and as QSD/QSP.



MENNOR CHAN
PLS, PE, LEED®, QSD/QSP
 Principal Engineer & Project Manager
 Civil Engineer
 TECI, San Francisco Of

COB3 Project Role

Mennor Chan, principal and project manager, has over 39 years of civil engineering and survey project management experience. She has been a hands-on principal for TECI for over 26 years. She stresses the importance of team coordination and understands how to accommodate the needs of a project, whether public or private, as a subcontractor or a prime.

Similar Projects

San Francisco International Airport. SFIA Interim Boarding Area B San Francisco, CA

Underground utility design for upgrade/relocation of all wet utility systems, including storm drainage, sanitary, and water; Joint trench design; Phasing plans for the underground utility related work; Erosion control plan.

Port of San Francisco, Pier 27 Cruise Ship Terminal

San Francisco, CA

Topographic Survey, coordinate with underwater surveyor to provide pier piles location for the designers, base map preparation, on-site improvements, grading & design on the pier, utility layout and design of all on-site wet and dry utilities; Civil Portion of Specifications: Stormwater Management Requirements and Green Strategies.

San Francisco Mission Bay Development Land Surveying & Mapping Services

Provided land surveying and civil engineering design services for both off-site infrastructure projects and on-site development projects

San Francisco International Airport, SFO As Needed Engineering Services, San Francisco, CA

As the prime consultant, TECI is responsible for project management, contract administration and overall QA/QC for the deliverables of all the CSO's executed under this contract.

Syska Hennessy Group, Inc., was established in 1928 and has engineering offices throughout the World. Syska Hennessy Group's Vertical Transportation Specialty Division has over 50 continuous years' experience in every facet of the elevator and escalator industry. We specialize in new as well as existing equipment and provide schematic and design, condition inspection reporting, budgeting, full project manual and specifications, bidding coordination and complete project administration. Our experience enables our elevator/escalator consultants to understand how to achieve an elevator/escalator system to effectively operate in a large variety of existing conditions as well as new developments. We have the proven experience with not only small but also large complex projects and have the expertise to fulfill all our client's requirements and expectations no matter the size or diversity of the project. With offices throughout the United States, we are a leader in modernization of existing systems

as well as in design for new installations.

We bring a commitment to quality, professionalism and up-to-date technology to all building vertical transport systems as well as related systems to insure code compliance. We also have experience working on projects in which the design requires meeting LEED standards and required "Green" strategies for the elevator or escalator design. We are also active members of the U.S. Green Building Council Organization and have recently submitted to the Department of Housing and Community Development our interest in assistance with their development for "Greener Public Housing & Potential Stimulus Projects."



JOHN R. MORAN, III
Senior Principal
Vertical Transportation Manager
Syska Hennessy Group, San Francisco

COB3 Project Role

As the Vertical transportation Manager, John has over 40 years of consulting experience in the elevator industry and is a Senior Principal responsible for operation of Syska Hennessy's Vertical Transportation Group. His experience covers project management and design of elevator, escalators and automated people moving systems; solid waste management; materials handling systems; and related surveys, studies, costs, designs, specification, economic justification studies, and field observations. His understanding of elevator analysis and the techniques in applying available elevator technology to specific design applications has resulted in cost-effective solutions, providing superior elevator service and economical use of building space.

Similar Projects

San Mateo County, New Jail and Administration Building Redwood City, CA

The new jail replaced the Maple Street Complex and dedicated the space for education and vocational training, substance abuse treatment, work/education furlough programs, and transitional housing for men and women.

San Francisco Public Safety Building San Francisco, CA

The complex includes a new police headquarters, fire station and a 230-space parking garage for fleet vehicles.

Long Beach Civic Center, Port Headquarters and Billie Jean King Main Library Long Beach, CA

The civic center replaced the old city hall and now provides efficient new offices for the Port of Long Beach, a new city library, a retail marketplace, three parking garages including a new subterranean garage, public park and related infrastructure and landscaping.

CMG LANDSCAPE ARCHITECTURE

Landscape Architecture



In 2000, three friends got together and launched CMG Landscape Architecture, an urban design and landscape architecture practice based on invention, creativity, and craft. As a mission-based studio, CMG works to increase social and ecological wellbeing through artful design.

At the heart of the practice is attention to public space, how the built environment shapes human interaction, and the way innovation can foster a thriving natural world. Everything we do is predicated on connecting people with each other and with their environment. CMG has earned national recognition and numerous awards for merits in design, social impact and environmental stewardship.

Bringing proven value to clients and projects, our long-standing relationships with institutions, community groups, local governments, park conservancies, developers and designers is a testament to our dedication.

From Cleveland to Seattle, to our home in the Bay Area, CMG has made a positive impact within landscapes, cities, and the profession. CMG works on a wide range of initiatives, project scales and types, with the philosophy that all of our work accrues as the single overarching project of improving the public realm of our cities.

CMG leads community-based design processes for street life and public space planning. We actively engage the public and encourage discourse and sharing ideas. We address the issues of sustainability through climate change mitigation and urban resiliency with strategies for sea level rise at waterfront parks, drought-tolerant landscapes and carbon sequestration initiatives. We creatively approach urban ecology through district-wide stormwater management systems and habitat value creation. Each project is distinct, designed for a specific place and shaped by passion and craft.



KEVIN CONGER , PLA, FASLA
Partner
CMG, San Francisco office

COB3 Project Role

Kevin Conger will leading the team throughout all project tasks and stages to see the project to completion.

Similar Projects

Moscone Center Expansion San Francisco, CA

An ambitious project that opens up the traditional city block, bringing community and public realm benefits to this important cultural and economic asset.

UC Berkeley Lower Sproul Plaza Berkeley, CA

The revitalization of this mid-century complex is a student-based initiative that reinvigorates the site into a common gathering space for the entire campus, rooted in sustainable practices.

UC Berkeley East Asian Library Berkeley, CA

At the new library, the landscape design extends the architecture outside and integrates campus pedestrian networks through the site.

Facebook Headquarters Menlo Park, CA

In contrast with conventional campus landscapes, the distinctly urban design of this campus is a simple framework for user generated content and change. An expansive rooftop park simultaneously integrates and contrasts landscape and architecture.

Gateway of Pacific South San Francisco, CA

A 1.5 million sf state-of-the-art biomedical campus located in South San Francisco dedicated to advancing science, sustainability, and social connections.

DEWBERRY

Physical Security



Dewberry is a leading, market-facing firm with a proven history of providing professional services to a wide variety of public and private-sector clients. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, we are dedicated to solving clients' most complex challenges and transforming their communities. Established in 1956, we are headquartered in Fairfax, Virginia, with more than 2,000 professionals nationwide.

A national firm that is regularly included in Engineering News-Record's lists of the top A/E firms in the country, we remain committed to providing the highest standards of professional service. Our designs have been recognized with nearly 250 juried awards on national, regional, and local levels and we continue to work today to remain on the leading edge of architectural and interior design in all of our market sectors.

Dewberry has eight architectural locations across the U.S. that provide architectural services to a wide variety of clients in 35 states. As part of The Dewberry Companies family, our national reach and presence is supported and augmented by a full-service organization of architects, engineers and consultants that totals over 2,000 employees in more than 50 locations. This experience and depth of resources brings the benefits of national experience to our local clients.

One of the first firms in the United States to specialize in justice architecture, we have worked in this vital practice area for over 45 years. Many of the professionals within our justice practice—including our in-house security and technology group—have devoted their entire careers to the design of justice facilities. This expertise allows us to respond to our clients' unique requirements with fresh and creative solutions that are operationally sound and utilize a range of alternative delivery methods.



BRADLEY HALL, AIA
Physical Security Designer
Senior Principal
Dewberry, Peoria Office

COB3 Project Role

As project manager and detention architect, Mr. Hall provides building code reviews and coordination of architectural drawings with all engineers with respect to building layout, constructability, mechanical systems, structural systems, and value engineering. He has extensive experience in the application of security and communications technology in a variety of federal and municipal facilities throughout the United States.

Similar Projects

Modesto Courthouse Modesto, California

Detention Architect for a new 301,464 SF courthouse including drawing preparation, detention reports and verification of cost estimates for central holding areas, court holding areas, vehicle sally ports and secure corridors. Prime firm: SOM

San Bernardino Courthouse San Bernardino, California

Detention Architect for the central holding areas, court holding areas, vehicle sallyports and secure corridors of a new 11-story, 356,390 SF courthouse for the Judicial Council of California. Prime Firm: SOM

San Diego Central Courthouse San Diego, California

Detention Architect for the central holding areas, court holding areas, vehicle sallyports and secure corridors of a new 704,000 SF courthouse for the Judicial Council of California. Prime Firm: SOM

East County Detention Center Indio, California

Detention/Corrections Architect for a new 1,273-bed county jail connected to the courthouse via underground secure tunnel.

PRITCHARDPECK LIGHTING

Lighting Design



Former colleagues Jody Pritchard and Kristin Peck founded PritchardPeck Lighting in 2011 intent on building a team of talented professionals who seek to elevate the practice and deliver a fresh and accessible perspective on lighting design. We've learned from our years of large-scale projects: it's not about manpower; it's about leveraging technology to find efficiencies and innovate. We work and collaborate in the cloud. We constantly seek out new products and services that allow us to design and deliver more effectively than firms twice our size and beyond. PritchardPeck Lighting is currently a team of 13 consisting of six Designers, two Senior Designers, one Associate Principal, a Director of Operations, an Executive Assistant and two founding Principals.

We don't design in a bubble. The goals of our clients drive our work. We form a strong partnership with the design team and we listen. Our approach is fluid and collaborative. In lighting design, there is no formula. We call on years

of experience, deep subject matter expertise and attention to detail to do unique, thoughtful work on each project. We balance form and function to create a design that is both stunning and practical. Just like you, we work in the real world—a world with constraints: budgets, timelines, and energy codes. Rather than backing away from these challenges, we use them to our advantage. Small budgets become an opportunity to simplify. Achieving LEED points becomes a source of pride. We do some of our best work in the land of limited resources.

PritchardPeck Lighting offers full scope Lighting Design services from Schematic Design through Construction Administration with experience in all aspects of lighting deliverables including calculations, specifications, and documenting in Revit. We are LEED-accredited and an SBE/LBE-certified Micro Woman-Owned Business Enterprise with the City of San Francisco.



KRISTIN PECK
Principal, Owner
PritchardPeck Lighting, San Francisco

COB3 Project Role

PritchardPeck co-founder and Principal-in-Charge Kristin Peck is an engineer by training and an artist at heart. Combining mastery of lighting as a craft and the uniqueness of a project's architecture allows her to unlock a unique lighting story for each project. Her ability to balance both the artistry of the concept with the realities of schedule, budget, usability, and energy, result in spaces that are both well-planned and inspiring. She believes the process of design and the relationships built along the way are just as important as the end result.

Similar Projects

YouTube 901 Cherry Phase 2 San Bruno, CA

Two (2) new construction office buildings totalling 332,000gsf, mass-timber construction with biophilic design principles, Google performance standards, and 6.68 acres of landscape with outdoor amphitheater.

One De Haro + Samsara HQ San Francisco, CA

Core + shell new construction for 150,000sf office building including public plaza, roof deck, lobby with DMX feature lighting installation, plus TI lighting for tenant under separate contract.

Twitter HQ Market Street, San Francisco, CA

220,000sf renovation of office space including string-art installation, cafe, all-hands space with web broadcast lighting, executive offices, lounges, and amenities.

Airbnb 999 Brannan San Francisco, CA

Office TI design of front-of-house interior spaces of 150,000sf building including double height atrium, all-hands space, open office, spa, servery, and open office meeting spaces.

SOM San Francisco HQ One Maritime Plaza, San Francisco, CA

Double certified LEED and WELL 25,000sf Office TI with color-tuning lighting system, divisible meeting space, open office, tight budget goals, and construction timeline.



Established in 1996, MGAC is a veteran-owned consultancy dedicated to providing fully integrated project, cost, and risk management services to assist clients through all phases of building design and construction projects. MGAC efficiently and cost-effectively manages budgets, design, scope, bidding, procurement, and installation – combining technical expertise, creative problem solving, and excellent customer service. Over the past five years alone, MGAC has collectively delivered over \$5.5 billion of government, research, corporate, commercial, and healthcare projects.

Working from feasibility and programming through design, construction, and close-out, MGAC uses their expertise to develop budget cost plans, align the project scope with available funding, explore cost-effective design alternatives, and provide up-to-date estimates reflective of a project's probable construction cost. They utilize the most up to date tools, gather quantities from BIM models, and reference

extensive databases of cost developed from past project experience. MGAC provides the means to balance first cost with life cycle and operational costs, and reduce risk – with the ultimate goal of achieving organizational and business success for our clients.

MGAC hires the best and brightest staff, with strong backgrounds and experience. Combined staff expertise includes successful careers as quantity surveyors, cost estimators, general contractors, developers, real estate attorneys, owners, architects, interior designers, construction administrators, facilities managers, and engineers. MGAC utilizes this interdisciplinary blend of talent and senior-level wisdom to manage projects in a team atmosphere and continually find creative solutions and strategies for clients. Additionally, MGAC strives to establish long-term relationships with clients who have ongoing needs and who seek the benefit of an outsider's perspective of industry best practices.



RICK LLOYD, MRICS
Cost Estimator
MGAC, Los Angeles Office

COB3 Project Role

The Cost Estimator will provide fully integrated project, cost, and risk management services to efficiently and cost-effectively manage budgets, design alternatives, scope, bidding, procurement, and installation.

Similar Projects

Long Beach Civic Center
Long Beach, California

Confidential Internet Company Client
Proposed Corporate Headquarters
Net Zero Energy Consulting
San Francisco, California

Oceanwide Center
San Francisco, California

Department of General Services
New Resources Building
Sacramento, California

City of Commerce
Civic Center & Library
Commerce, California

Lawndale Civic Center Library
Lawndale, California

Confidential Broadcast Television Client
Corporate Headquarters
Los Angeles, California

Expeditors Office Building
Hawthorne, California

Logix Federal Credit Union Headquarters
Los Angeles, California

Urban Institute Headquarters Relocation
Washington, DC

American Geophysical Union
Headquarters
Net Zero Energy Consulting
Washington, DC

Mira Costa Community College District
Net Zero Energy Consulting
Oceanside & San Elijo, California

Jensen Hughes is a global team of engineers, scientists and consultants dedicated to carrying on a rich legacy of their founders who believed in advancing the science of safety to protect what matters most through technical excellence. Their roots were planted 80 years ago, and they have remained committed to earning their clients' trust when it comes to addressing the complexities of safety and security.

Jensen Hughes has since expanded to operate in more than 100 countries to help meet the growing needs of their clients. They have also over the years, and through additions of specialized, industry-leading firms, continued to build on their core strengths in code consulting, fire protection engineering and risk analysis to now expand their expertise in areas such as forensics, emergency management and security to better support the spectrum of their clients' priorities from risk mitigation to compliance and resilience.

Their broad range of expertise helps clients maintain safety, minimize risk and save time and money in the design, management and construction of buildings, systems and solutions to protect against the cost of potential losses. They also ensure that their solutions easily fit into their clients' business objectives, culture and priorities. Having completed tens of thousands of projects worldwide on behalf of their clients, they can create, evaluate, test, assess and implement solutions for a wide range of safety, security and risk-related challenges. From airports, nuclear power plants and museums to laboratories, historic buildings, oil refineries and some of the world's tallest buildings, Jensen Hughes offer comprehensive services.



SANJAY AGGARWAL, PE
Senior Fire Protection Engineer
Jensen Hughes, San Francisco Office

COB3 Project Role

Sanjay is a Senior Fire Protection Engineer with expertise in development of fire protection master plans, project code approaches, alternate design requests, egress analysis, and smoke control system design approaches. He specializes in providing fire code, building code, and fire protection system consulting services, including smoke control system design and special inspection services.

Similar Projects

San Diego Central Courthouse San Diego, California

Project manager. Provided life safety code consulting and smoke control system consulting services for the new 23-story, 704,000 square foot courthouse facility. The courthouse consolidates criminal trial, family, and civil courts into a 23-story downtown tower.

Genentech Building 40 San Francisco, California

Project manager. Provided life safety code consulting and building smoke control system consulting services for the 8-story office building.

Genesis Towers San Francisco, California

Project Manager. Providing Code consulting and smoke control system consulting services for a six-level parking garage, and two 12-story and 22-story office and laboratory high-rise buildings.

New Modesto Courthouse Modesto, California

Consultant. Responsible for fire and life safety code consulting and smoke control system design services for the new 8-story courthouse building.

535 Mission Street San Francisco, California

Project manager. Provided code consulting and smoke control system design services for this 27-story office building in San Francisco.

Salter consults on over 900 projects worldwide each year with headquarters in San Francisco and branch offices in San Jose, Honolulu, and Seattle. In 1975, Charles Salter founded the company on principles of sound engineering, scientific process, inquisitive problem solving, and personal integrity. His motto was simple: to be better every day. Having grown from 1 engineer to a team of 60 that includes acoustical, audiovisual, telecommunications, and security experts, that commitment remains the same.

At Salter, our legacy is 45 years of award-winning projects. We are a team of Professional Engineers, LEED Accredited Professionals, Certified Technology Specialists, Registered Communications Distribution Designers, Fellows of the Audio Engineering Society, and Fellows of the Acoustical Society of America. Our in-house talent comes from interdisciplinary and advanced degrees in architecture, music,

linguistics, business, and forensics. We stand on the foundation of our hard-won reputation while looking forward with curiosity and commitment.

Salter has provided consulting services to over 1,200 office spaces for numerous organizations that want to achieve a comfortable and effective working environment. In addition to our work on projects for the GSA, we have completed over 200 state and municipal projects, including 30 city council chambers and 40 courtrooms. We understand how important speech privacy and sound isolation are in open-plan and private offices, meeting spaces, and audiovisual conferencing rooms. Our flexible approach to sound isolation and speech privacy in workplaces is intended to meet the needs of both the occupants and our clients.



ERIC MORI, PE
Senior Vice President
Salter, San Francisco, CA

COB3 Project Role

Mr. Mori will act as the Project Manager overseeing all acoustical aspects of the project as well as handling administrative issues. He will be available to provide engineering input and work with the team on a daily basis.

Similar Projects

1500 Mission Office Building San Francisco, CA

This 18-story office building (465,000 sf) will include 24,000 sf of conference space. There will be two levels of below-grade parking. The ground floor will include about 43,000 sf of retail space.

One Vassar San Francisco, CA

This new office tower will be 27 floors (436,000 sf) and will include a roof deck and tenant roof terraces. The ground floor will include about 43,000 sf of retail space. The base-building scope includes the core-and-shell and buildout of the lobby.

Ericsson Silicon Valley Santa Clara, CA

Ericsson Silicon Valley will be 8 floors and about 200,000 sf. The building will primarily be workspace and dry lab space (e.g., computer labs), including conference rooms and tele-presence rooms.

Genentech Building 40 South San Francisco, CA

A new mid-rise office building on the Genentech campus. The scope includes both the core-and-shell and TI design. The building will be approximately 220,000 square feet.

Santa Clara Square Santa Clara, CA

Core-and-shell design for 5 new mid-rise office buildings. The buildings will each be 6 stories and have 211,000 gsf. The MEP systems will be designed on a traditional design-bid-build basis. The project will likely have a LEED goal of Silver or Gold.

PROPOSED PROJECT TEAM QUALIFICATIONS AND AVAILABILITY

B. PROPOSED ARCHITECT OF RECORD (AOR)

Skidmore, Owings & Merrill LLP will serve as the AOR – Executive Architect and Design Architect – for the COB3 project.

C. SUB-CONSULTANT BUDGET

In Section 4. Compensation, we have included the anticipated fees for each of our sub consultants.

D. COMMITMENT OF PROPOSED PROJECT TEAM

Our project team is ready to begin work immediately on your project, and none of our projects currently under way will affect our ability to undertake this work. The proposed SOM team will be assigned to the project for the entire duration of the work, from inception to completion. In addition, all of the resources of our firm are available for the project as necessary.

We have a deep bench of multi-discipline design professionals to draw upon: SOM has 275 professionals in San Francisco and 1,142 worldwide. The staff requirements will vary over the course of the project, and each individual's time will vary accordingly. At certain times this involvement will exceed 100% of a known workweek. That is the nature of our profession.

We are mindful that the ultimate makeup of the team would be determined with you as we continue to understand your vision and as a response to the needs for expertise, local knowledge and schedule compliance.

E. ORGANIZATIONAL AND REPORTING STRUCTURE

A chart outlining our team's organizational and reporting structure can be found on the following page.

San Mateo County Project Development Unit

Project Management Team

Steven Sobel, FAIA
Project Director

Matthew Jefferies
Assistant Project Manager

Carrie Byles,
FAIA, LEED AP BD+C
Principal-in-Charge

Core Design Team

INTERIOR DESIGN

Matthew Wasylciw, LEED® AP
Senior Interior Designer

Elissa Gee
Interior Designer

WAYFINDING DESIGN

Lonny Israel
Design Director,
Environmental Graphics

Kacey Bills
Wayfinding Designer,

ARCHITECTURAL DESIGN

Javier Arizmendi, AIA
Director of Design

Kenny Endo
Architectural Designer

Enrique Acosta
Architectural Designer

TECHNICAL DESIGN/QUALITY CONTROL

Francesca Oliveira, AIA, LEED® AP BD+C
Project Architect/Associate Director,
Technical Designer

Frankie Wurzelbacher
Technical Designer

STRUCTURAL ENGINEERING

Eric Long, PE, SE, LEED® AP
Structural Engineering Director

Rupa Garai, SE, LEED® AP BD+C
Structural Engineer Associate
Director

Proposed Sub Consultants

LEED® / SUSTAINABILITY
Atelier Ten

MEP ENGINEERING / ZNE
Meyers+ Engineers

LIGHTING DESIGN
Pritchard Peck Lighting

FIRE PROTECTION
Meyers+ Engineers

CIVIL ENGINEERING
Telemon Engineering
Consultants, Inc.

SECURITY / TECHNOLOGY
Meyers+ Engineers

ACOUSTICAL/AV DESIGN
Salter

VERTICAL TRANSPORTATION
SYSTEMS
Syska

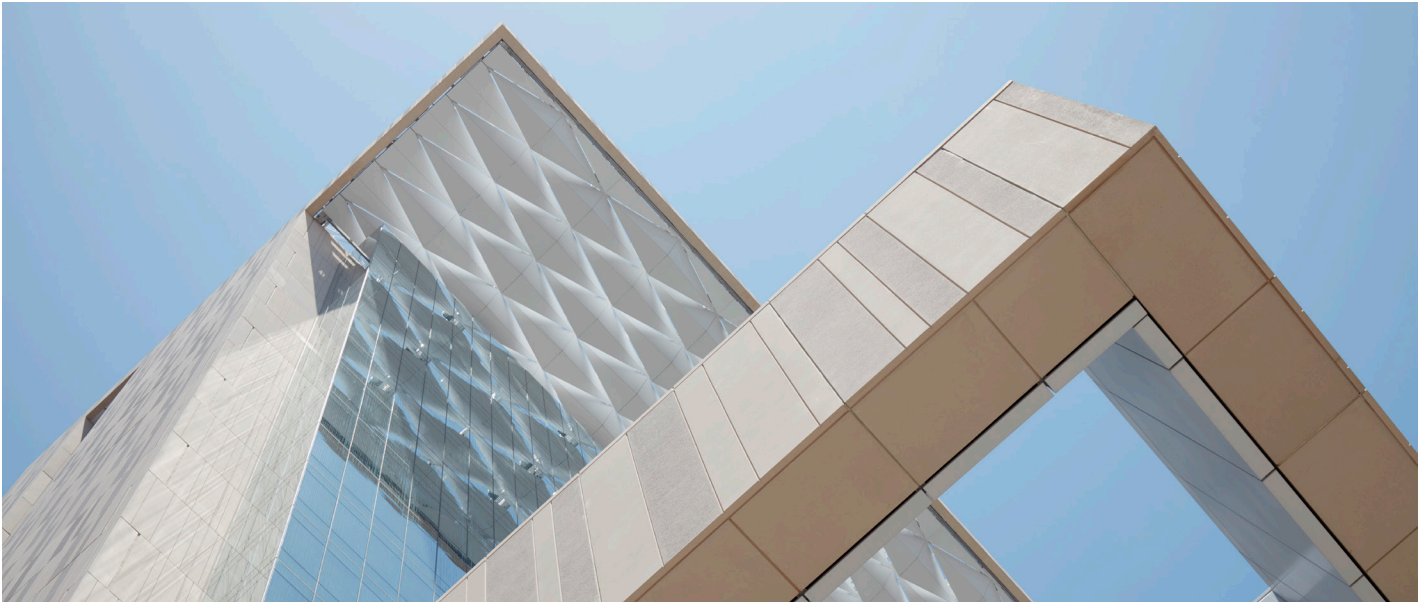
LANDSCAPE ARCHITECTURE
CMG

COST ESTIMATING
MGAC

PHYSICAL SECURITY
Dewberry

3. PROJECT APPROACH

A. DESIGN PHILOSOPHY



We are a collective of designers who believe in the power of design to change the world.

We believe that civic architecture should embody the dignity and importance of our government and communicate a sense of gravitas, permanence, and transparency.

Civic buildings should provide a secure, efficient, and uplifting work environment, which enhances the ability of our government agencies to connect and serve the public.

Our philosophy is reflected in SOM's conviction that design excellence goes beyond aesthetics, and requires superior functionality, carefully planned and integrated systems, and clear understanding of the physical context in which it is located, its environment and building users it serves.

For us, this translates into a thoughtful and purposeful integration of essential design strategies and principles: the creation of a strong identity, a clear response to the site, the creation of a "heart" or interior social space in the project, and the use of enduring materials and proper detailing among others. The building represents an opportunity to become a strong example of sustainable practices, an idea that should be coupled with the goal of providing users with a comfortable, efficient and uplifting work environment.

This opportunity extends beyond the creation of a successful County Office Building, to the enhancement of San Mateo County's urban fabric and a renewed public identity for the Redwood City community.

Our approach does not look to bring a preconceived style of architecture to the project. But rather to search for the right solution with the project team. One that is anchored in sound planning principles and aims for an enduring identity that can withstand the test of time. We seek to enhance and strengthen the public realm with a civic building, civic plaza and promenade that takes advantage of the incredible opportunity that the context has to offer.

San Diego Central Courthouse
San Diego, California
Targeting LEED® Silver Certification

B. METHODOLOGY FOR COMPLETING THE PROJECT

Early integration and participation of the entire project team promotes a culture of transparency and trust that enables us to work with you towards the same goal – a high-performance, iconic building designed with collaboration, maintainability and sustainability in mind, to support San Mateo County for generations to come.

At the onset of the COB3 project, we will consider a wide range of potential issues including cultural, social and political forces, as well as Redwood City’s specific public policies and local regulatory and budgetary restrictions. The fundamentals of clear and constant communication, buildability, and clarity of information will be monitored from the inception of the design intent to final completion and move-in.

We have developed sound procedures and a sterling track record for being responsive and delivering projects in strict accordance with our clients’ budgets and schedules. We have found that there are five keys to successful project implementation:

- Clear Communication**
- Strong Working Relationships**
- Trust**
- Shared Vision**
- Technology**

The Project Plan

SOM has created a highly qualified, integrated project team of individuals working together to perform architectural and engineering services for the COB3 project. We are committed to a Management Plan for the project—the “Project Plan”—crafted by the leaders of the team to achieve the County’s goals and expectations.

The Project Plan is a vital document that will be reviewed with the County for input and modified to respond to each individual assignment and the potential circumstances that may not be predicted at the onset of this contract. The Project Plan will facilitate team and client communication throughout the duration of the project, define the organization and team structure, describe the design process and time–table, and identify procedures to maintain budget, schedule, quality.

Our core team structure illustrates our belief that design, technical implementation, and project management are critical elements in achieving Design Excellence. We will employ our firm’s management and quality assurance plans, including extensive coordination reviews in every discipline, throughout all phases of the design process to deliver an outstanding result for the County.

For the New County Office Building, this process begins with validating the County’s specific parameters – programmatic requirements and adjacencies, user requirements and expectations, operational considerations, local context and climate and appropriate building systems. Next, we seek to understand and analyze how the New County Office Building will use natural resources in order to provide a path to effectively use them. Finally, we will bring architects, engineers and technology experts together in an integrative approach to develop a 21st Century County Office Building.



B. TEAM PARTICIPATION BY PROJECT PHASE

Programming/Concepts

We will begin the programming phase with a research process that is inclusive and holistic.

Number of Meetings: 6-8
Meeting Attendees: Full Design Team
Project Development Unit
County Department Managers
County Operations Personnel
County-Identified Stakeholders

Tasks / Goals:

- Individual interviews will be conducted with the various leadership group to discuss the goals for a new work environment and to understand the business issues that ultimately define work process and space requirements.
- Issues will be identified that drive the overall organization of the space, including adjacencies, locations or distributions of public spaces, departments and support areas. Requirements for amenities, meeting space, and equipment will be examined.
- SOM will also interview appropriate leadership individuals to discuss detailed growth projections and scenarios, and understand the trends in how the firm's personnel and workplace needs have changed over time.
- The team will meet with the key stakeholders of user groups to understand process and workflow within the facility.
- SOM can also conduct on-site observations of some of the typical operational activities during office walkthroughs and shadowing of existing facilities. Specific building technical requirements for infrastructure will be identified. This can include measuring space dedicated to offices and workstations, meeting spaces, support spaces, filing and storage, and amenities. We will compare this to other civic office buildings in our benchmarking database to target areas where improvement is possible.

SOM will then study the results of the interviews and vision session to establish priorities for design and confirm the program developed in the Scoping Study. SOM will use a number of customized analytical tools to summarize and present the data in quantifiable and meaningful ways from which design priorities and potential directions for solutions are proposed. SOM will then compile the results of the data analysis into a program document and provide conceptual massing studies that reflect the site constraints and initial adjacencies.

Review Periods / Cost Estimates:

- We recommend a 1 week PDU review and comment period at the end of the phase
- We recommend that basis of design cost model be developed and compared to the RFP estimate at the end of the phase.

B. TEAM PARTICIPATION BY PROJECT PHASE

Schematic Design (SD)

Number of Meetings:	10
Meeting Attendees:	Project Designers Project Manager Project Development Unit County-Identified Stakeholders

Tasks / Goals:

SOM will begin with a more detailed delineation of the program and the related diagrams and sketches to illustrate our understanding of the desired relationships of individual program elements. In addition, we will develop stacking and blocking diagrams options that show the overall organization of public spaces, departments and support areas. Design guidelines that document the criteria for finishes and infrastructure will also be developed based on the initial budget.

SOM will simultaneously develop a series of workplace options that represent a range of opportunities for you to consider. All options will incorporate a degree of flexibility over time to enable the workplace to evolve, along with developments in technology and process, in a cost effective manner. Depending on the priorities established in the program options, they could range from current approaches that may be conservative, to those that truly are at the leading edge of workplace innovation.

We will also develop multiple options for a preliminary approach the engineering systems, low voltage systems, to the materials and finishes, lighting and control systems and equipment, audio-visual facilities, and furniture systems. The key points of these options will be compared to the initial criteria to ultimately lead to a recommendation and will be presented to the client for narrowing to a one or two architectural, engineering, workplace design approach. At this time, cost estimates of the preferred schemes will be prepared.

Review Periods / Cost Estimates:

- We recommend a 2-week PDU review and comment period at the end of this phase.
- We recommend a cost review and cost model update at the 100% Schematic Design Phase

Design Development (DD)

Number of Meetings:	Total 18- 20 meetings. includes client meetings, 2 per week
Meeting Attendees:	SOM Project Designers SOM Project Manager Subconsultant Team Leaders Project Development Unit Facility Manager(s) County Operations Manager(s) Selected Stakeholder Groups CM at Risk

Tasks / Goals:

After the County's approval of the Schematic Design Documents, the Budget, the Project Schedule, and any adjustments thereto, SOM will prepare Design Development Documents that include but are not limited to plans, sections, elevations, typical construction details and diagrammatic layouts of the building systems to fix and describe the character and size of the project as to the architectural, structural, mechanical , electrical, plumbing and fire protection systems, interior fit out and systems furniture, finish materials, lighting and other elements as maybe appropriate. An outline specification that identifies major materials and systems establishing in general their criteria and quality level.

We will meet with the project team for preliminary review and direction, and will have one final presentation of the design for approval.

SOM will coordinate with our cost estimator and CM at Risk in the preparation of the updated estimate of probable construction cost and tenant improvement costs as well as prepare an updated Project Schedule.

Review Periods / Cost Estimates:

- We recommend a 2-week concurrent review and comment period for PDU and constructability comments from the CM at Risk at each milestone.
- We recommend cost model/estimate updates at 50% DD and 100% DD issuances.

Construction Documents (CD)

Number of Meetings:	Total 30 to 34, includes client meeting, 1 per week
Meeting Attendees:	SOM and Consultant Technical Teams Subconsultant Team Leaders County Operations Manager(s) Facilities Manager(s) Project Development Unit Selected Stakeholder Groups CM at Risk

After approval of the Design Development Documents, SOM shall prepare Construction Documents. The Construction Documents will consist of graphic and pictorial representations of the project showing the design, locations and dimensions of the project including but not limited to plans, elevations, sections, details, schedules and diagrams and written requirements for materials, systems and standards for the work and performance related services, collectively comprising the drawings and specifications.

We will prepare and issue bid documents as required for permit, competitive bidding or negotiated contracts as agreed to with PDU and the CM at Risk. In addition, we will assist in reviewing bids, respond to bid clarification requests and make recommendations as to the award of contracts.

Review Periods / Cost Estimates:

- We recommend a 2-week concurrent review and comment period for PDU and constructability comments from the CM at Risk at each milestone.
- We recommend cost model/estimate updates at 50% CD and 90% CD in preparation for the 100% DD issuance.

Construction Administration (CA)

Number of Meetings:	Up to 127 including 1 Owner Architect CM at Risk Team meeting per week of construction (estimated at 97 meetings) and an additional 30 meetings for construction specific issues
Meeting Attendees:	SOM and Consultant Technical Teams Project Development Unit County Operation Manager(s) Facilities manager(s) CM at Risk Subcontractors as required

SOM will provide for administration and observation of the Construction Contract between the Owner and CM at Risk. We will consult with the Owner during the Construction Administration Phase. Our services include but are not limited to periodic on site observation of the work described in the Construction Documents. Review of the CM at Risk's submittal schedule, review and approval of shop drawings, product data and samples for the limited purpose of checking for the conformance with the information given and the design intent expressed in the Construction Documents. Review and respond to Requests for Information (RFI's). Review of the Certificates of Payments. Review of the As Built Record drawings prepared by the CM at Risk.

E. RESPONSIBILITIES OF EACH INDIVIDUAL PROPOSED

CARRIE BYLES, FAIA, LEED® AP BD+C

The Principal in Charge will lead the overall administration and direction of SOM's services and will serve as the liaison between the County and SOM on contractual matters. Carrie will establish and oversee policies related to the performance of SOM's services from a quantity and quality standpoint and has overall responsibility for the project.

JAVIER ARIZMENDI, AIA, LEED® AP

The Director of Design will establish the overall architectural design approach for the COB3. Javier will oversee, review, and refine the development of the design intent through each phase. He will be responsible for directing and achieving the County's design and quality expectations.

STEVEN SOBEL, FAIA

Steve will work very closely with Matthew Jefferies for the duration of the COB3 project and will have overall responsibility for the success of the coordination of the project. He will be actively involved in establishing and maintaining the schedule and budget from inception to completion.

MATTHEW JEFFERIES

As the Assistant Project Manager, Matthew will be responsible for the day-to-day administration, scheduling, and management of SOM's professional services throughout the development of the COB3 and accompanying parking structure. As the primary contact between the County and project consultants, Matthew will work with Steve to review and document the County's directions and decisions, as well as team progress, and will then distribute information to the project team that may affect the design process.

KENNY ENDO

With over ten years of experience, Kenny Endo has played an instrumental role in the design of several award-winning projects, both domestic and abroad. His work at SOM includes a collaborative research building; a private health-care campus, high-end hotels; and numerous large-scale, mixed-use developments.

ENRIQUE ACOSTA

Enrique has collaborated on a number of projects with Javier Arizmendi and played an instrumental role in multiple areas. He is a project architect with many years in design and execution.

FRANCESCA OLIVEIRA, AIA, NCARB, LEED® AP BD+C

Francesca will work with Javier Arizmendi to establish a design concept for the project. The Project Architect will also be responsible for integrating the special project requirements and the architectural, structural and MEP systems into a quality, cost-effective product that achieves the County's goals and objectives for the project. Of particular importance to Francesca will be the project's contextual and internal functional relationships, as well as its massing, proportions, materials, and special details.

FRANCKE WURZELBACHER

Francke will work with Francesca as the technical designer on the project. She will be key in the areas of development, technical details, coordination with other consultants, and BIM execution.

MATTHEW WASYL CIW, LEED® AP

The Interior Designer will be responsible for planning, interior concepts, and providing a consistent design approach between the building architecture and the interior architecture. Matthew will also provide solutions to programming challenges, in order to integrate the objectives of all stakeholders with additional needs that may arise from community-based feedback.

ELISSA GEE

Elissa Gee is an Interior Designer in SOM's San Francisco office where she is an integral team member in the Interiors Studio focused on workplace, corporate, and commercial projects. Using design sensibility and in-depth research, Elissa crafts each project with a thoughtful and strong conceptual approach to connect users to their environment.

ERIC LONG, PE, SE, LEED® AP

Our Seismic and Structural Engineering Director will be responsible for the overall structural design and the integration of that design with the multidisciplinary team, establishing direction for structural and seismic engineering concepts to achieve the COB3's established goals. Eric brings a wealth of experience in Seismic and Structural Engineering. His career has focused on developing innovative structural engineering solutions around the world.

RUPA GARAI, SE, LEED® AP BD+C

Rupa is responsible for the coordination of structural engineering work among all design disciplines, from schematic design through design development, as well as review and approval of all project structural engineering documentation. She is involved in studying and proposing preliminary structural concepts with material specifications and quantities and interacting with the contractors to select the most effective and economical structural system.

LONNY ISRAEL

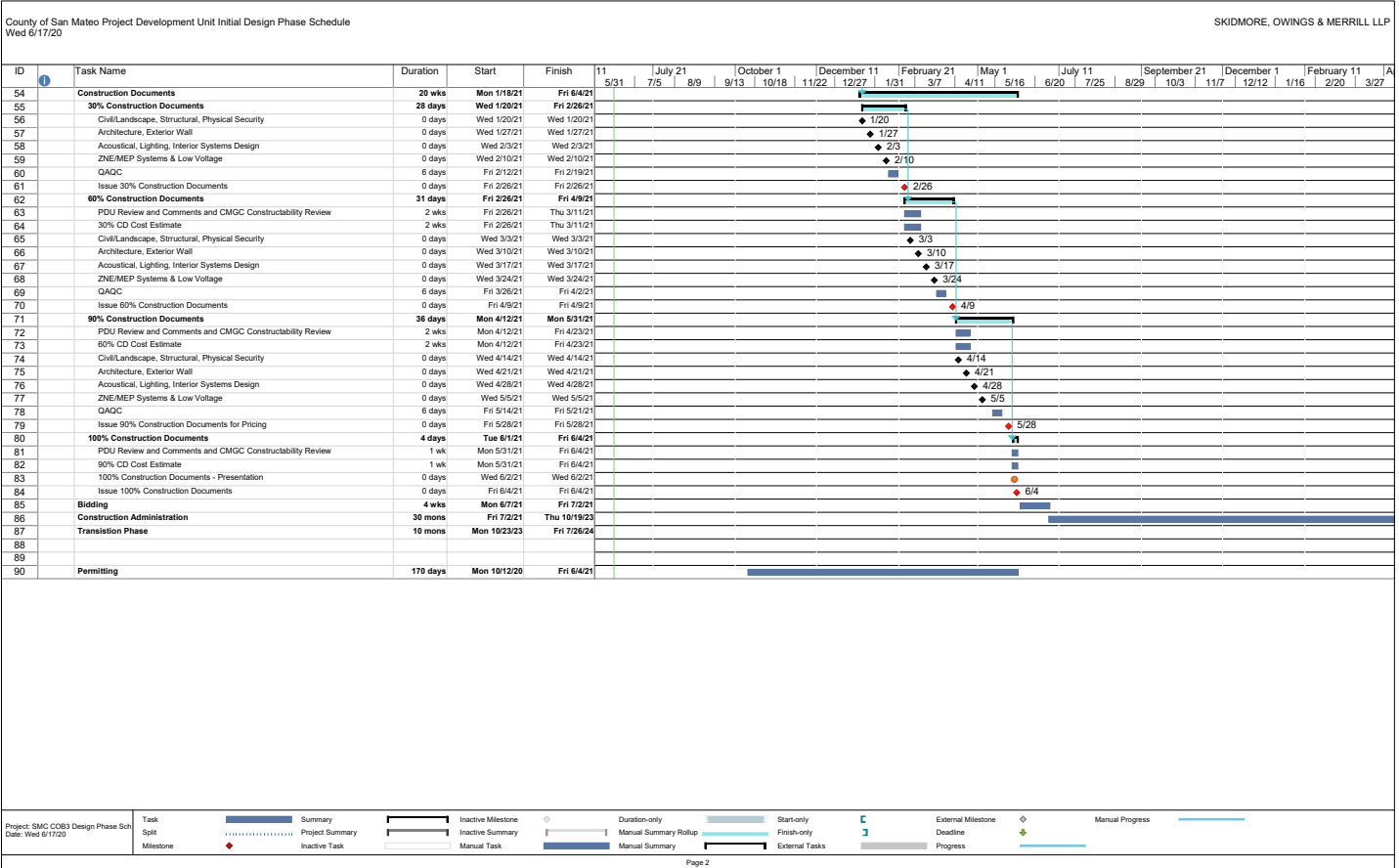
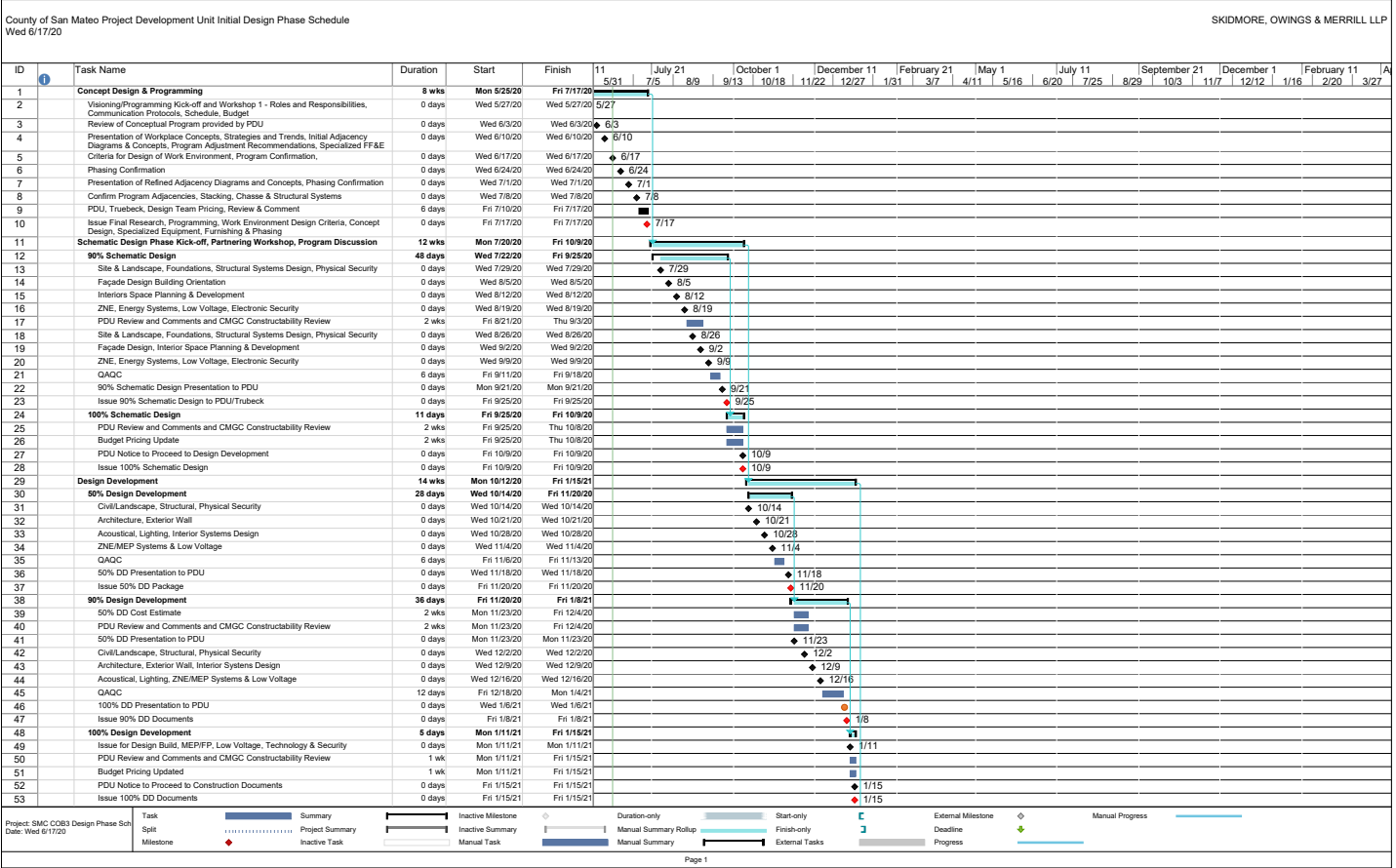
Lonny will be responsible for the success of a full spectrum of services—from identity and branding to wayfinding, signage, environments, and supergraphics—to achieve an integrated communications continuum. Lonny will tailor the process to San Mateo County's specific goals, drawing upon SOM's expertise, to design a timeless new County Office building and Government Center campus that will serve Redwood City for decades to come.

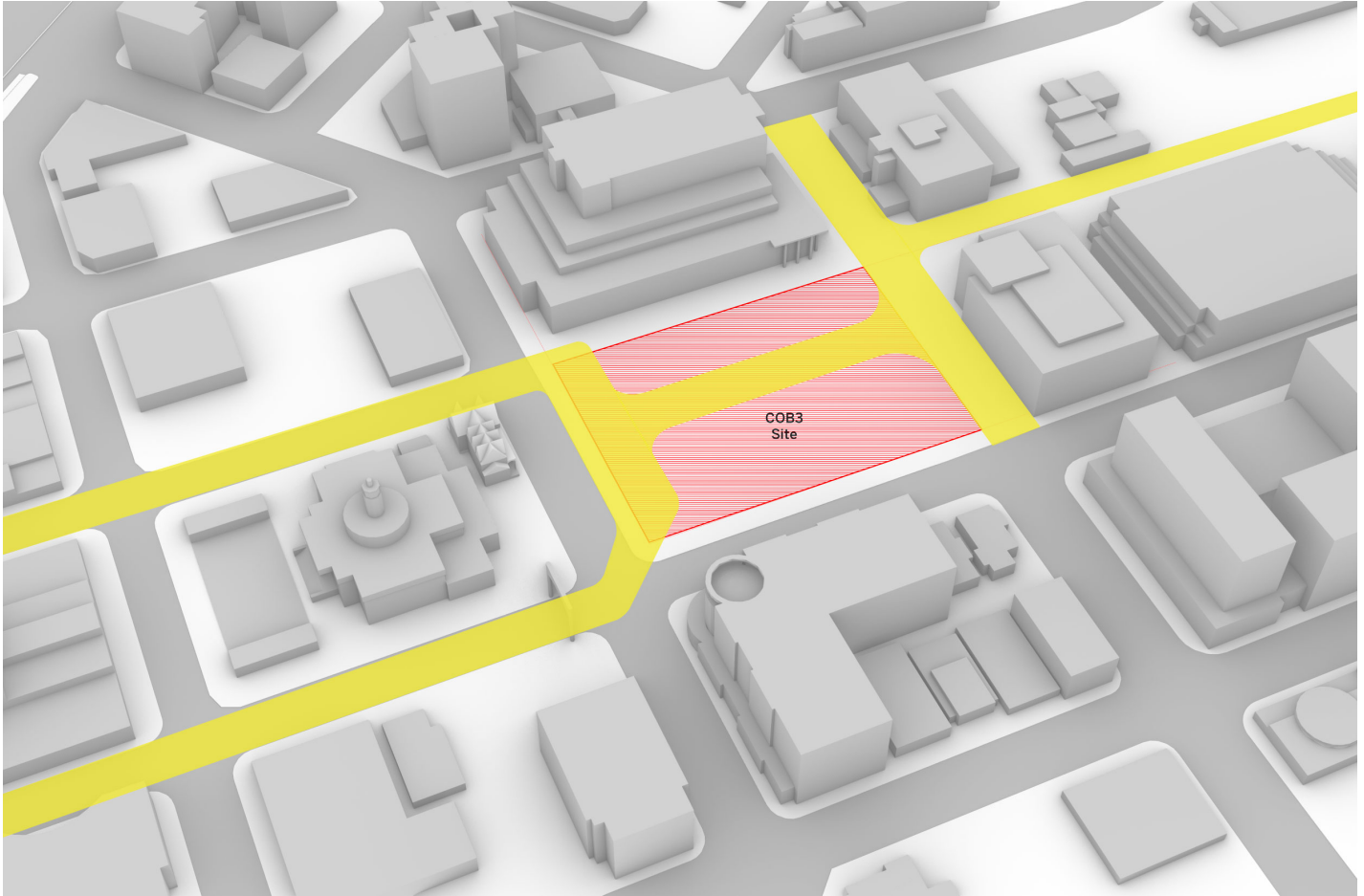
KACEY BILLS

Kacey Bills brings a client-centric project management approach with a keen focus on design goals, budgets, and schedules. She is trained in accessibility and legibility for graphics in the built environment and is knowledgeable of ADA and building codes related to signage and life safety signage. All of her design experiences and background have led Kacey to develop a strong emphasis on consensus building and stakeholder engagement.

For the roles of each of our sub consultant team members, please see their individual resumes in Section 2.

F. PROJECT SCHEDULE





Site Strategy

G. APPROACH TO DESIGN OF COB3

Strong collaboration and team work will be essential to yield the appropriate solution for the project. This, of course, will include our most vital collaborator: you, our client. It is therefore always risky to offer first hand design solutions to a design challenge which we have only begun to understand. However, we would like to suggest some provocative ideas as a way to bring options to the table for discussion. Below, we offer an outline and some very preliminary sketches which our team put together in the course of discussing this RFP.

Refine Blocking and Stacking

We would first explore the best relationships between program elements and refine blocking and stacking diagrams in plan and section to verify area allocations, appropriate adjacencies, entry points, and separation between public and private functions.

Propose an Architectural Idea

Based on a preliminary blocking diagram, we would explore several ideas that allow the stacking diagram to evolve into an architectural idea that has the potential of integrating all the requirements and broader aspirations for the project. The building needs to meet functional requirements, help define and reinforce the open public spaces, provide an uplifting working environment, and an efficient and intuitive experience for the public. The building should also be a strong, dignified, and beautiful piece of civic architecture. In addition, the project should aim to become an example of how an integrated approach to design can achieve a Net Zero Building. Below we outline a few ideas which serve as examples of the strategies that might be employed to outline a broader vision for the project.

Create an Internal Garden Space

One idea for approach could be based on taking the north-south facing office block and separating it to create two parallel north-south facing buildings. The space created in between the bars could be designed as a covered and shaded garden space with external circulation into the office bars. This approach has several interesting benefits including reducing the mechanical requirements for circulation area. It also allows for the possibility of introducing natural ventilation in some of the spaces through the building. The garden space can be a secured, social hub for employees and can be used as an informal meeting space enhancing the quality and flexibility of the workplace. The office space would also be able to draw natural light from two sun exposures, reducing the use of electric lighting. An additional benefit is that the

garden space could also provide a way to tie in the western pedestrian promenade with a dedicated employee entry. The building lobby would be designed to take advantage of the garden feature allowing it to receive light from outside and from within. Customer areas in the One-Stop Shop could have access to a garden view and natural light.

Photo Voltaic Roof

In addition to enhancing the possibilities of using natural ventilation, splitting the volume allows for additional roof area to mount photo voltaic cells, a feature that would be critical in allowing the project to be net zero.

Southern Facing Volume

In addition to the strategies outlined above, the southern volume could be stepped in section allowing for south-facing terraced surfaces. This would have several benefits. First, it would present a scaled down volume along Marshall Street that has a stronger and appropriate relationship with the History Museum and the relocated Lathrop House. In addition, the stepping would create terrace opportunities, allowing the project team to consider green roofs that can enhance the quality of the workspace, by providing garden or deck space as part of an enhanced workspace experience. Water collection and recycling strategies could be considered in tandem with these green roofs as additional sustainable strategies focused on water conservation.

North Facing Volume

Facing north, the building could maintain its five story high façade to give it an appropriate scale for the plaza. Main public entries could be explored on this side.

Building Expression

Building facades would integrate a significant amount of opacity on its surfaces in the form of precast materials. A variety of finishes and textures could be explored to allow the building to have a strong and attractive architectural presence, and relationship with other cementitious buildings in the immediate context. Facade studies looking at the appropriate aperture size and proportion, relative to the sun exposures, would allow to incorporate performative parameters into the design of the exterior of the building. Strategies to integrate natural light illumination into the workspace would also entail the evaluation of several approaches to fenestration design.

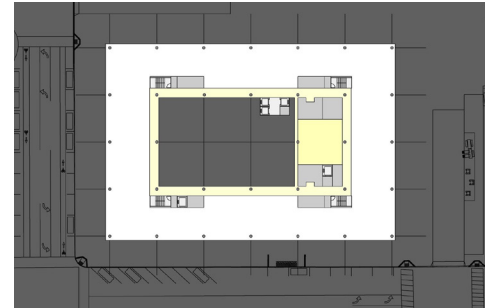
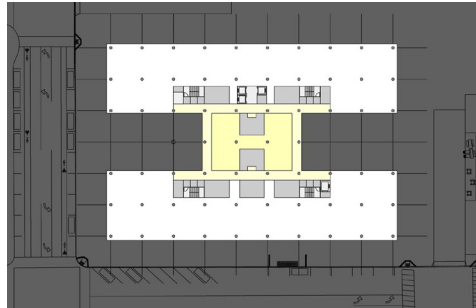
G. APPROACH TO DESIGN OF COB3

Unified Open Space

Our approach to the landscape design of the San Mateo County Government Center is based on two foundational principles: one, creating a unifying and identifiable space, a common ground for the county government facilities and two, sustainably integrating the use of passive climatic mitigation in public spaces.

A common, unifying open space for the County facilities can be achieved by creating a unique paving surface, an “urban carpet” that stretches and knits across the plaza and promenade with an identifiable grain and pattern. It is important that the ground plane allow for open circulation to and from. The ground plane is accentuated with a high tree canopy open for views across the plaza and promenade. The space should limit the amount of fixed furnishings to allow for flexible occupation of the space, such as the programming of movie events, farmers markets and performances. The ground plane would be organized into a broad field of bio-filtering porous green bands which also irrigate the canopy trees. These same feature bands penetrate the lobby and ground floor of the office building, travel through a proposed atrium and up the side of the building to create vertical air filtering green wall bands.

The use of passive climate mitigation has a rich tradition in the Bay Area and parallels the Mediterranean climate and gardens of Spain and Italy. It is not only sustainable but a practical way to create great public space and environments for office workers. The creation of an open-air atrium garden, south-facing roof terraces, and a dense tree canopy grid for cool shaded walks, facilitates the flow of air, bringing warmth during the cool months and freshness when the temperatures are hot. A well-articulated tree canopy can create a green barrier for the heat and sun – benefiting air and soil quality. A richly planted atrium garden oriented for warm light and cooling breezes can integrate rainwater harvesting and irrigation reuse. This sustainable, yet practical, approach creates unforgettable spaces, visually calm and physically comforting for municipal employees and the public alike.



Scheme Comparison



Left Column:
 San Diego Central Courthouse
 San Bernardino Justice Center
 U.S. Court of Appeals - San Francisco

Right Column:
 350 Mission Street
 Electronic Arts Headquarters Phase I - Redwood City
 New United States Courthouse - Los Angeles
 United States Consulate General - Guangzhou



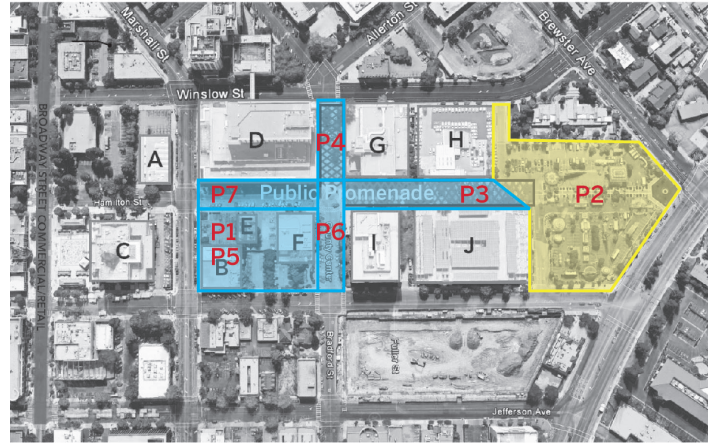
H. PROPOSED STRATEGY FOR PHASING

We understand that there is no plan without a viable phasing plan to implement the design. Phasing and constructability must proceed hand in hand with design, with varying kinds of influence on all phases of the design work.

We will work closely with the selected CM at Risk to develop a phasing plan that will seamlessly integrate construction with ongoing operations of the Government Center and determine the optimum timing of demolition. Working with our proposed consultant team, we offer the following phasing strategy to initiate the discussion.

P1 – COB3 / Plaza - Early 2019 – End 2020

Construction of the COB3 and Plaza would be planned to begin near the completion of the new Parking Structure. This will allow for maximum parking flexibility, so that when Temporary Parking provided in Phase 1 is removed for construction of COB3, the new Parking Structure could accommodate the additional parking demands at the County Government Center



Top:
Phasing Diagram

Bottom:
Moscone Center Expansion and Improvement
Five phases of construction while maintaining
operation of the Convention Center

I. STRATEGY TO CREATE WORKPLACE ENVIRONMENTS

We will strive to create sustainable and timeless solutions that express your culture and identity.

Our design process will involve intensive research and analysis of the needs of the County, including evaluating current and future space usage; identifying opportunities for enhanced utilization of technology; and analyzing the staff and client interaction and business processes for better understanding of the physical space.

The SOM team is currently designing a new office building for the City of San Francisco that consolidates 1,500 employees into a single, build-to-suit office tower. This is an opportunity to create a welcoming and supportive workplace that can enhance productivity and communication while improving efficiency and flexibility.

Preliminary analysis of existing department floor plans and macroprogramming data collection from the tenant departments, coupled with an understanding of current workplace trends in the private sector, serve as the basis of the schematic design approach. Conference rooms and other shared amenities—including outdoor terraces—are clustered within and around the central core, with a two- or three-story atrium and communicating stair providing visual, circulatory and functional links within the departments across multiple floors. This ‘vertical campus’ approach will enable access to key support elements while fostering interdepartmental connections.

Technology in Workplace Design

The goal for the low voltage systems for the San Mateo County Office Building is to provide an integrated, reliable, scalable and sustainable solution that is functional but not complex in its operation, allowing for non-technical users to easily set-up and control all the functions throughout the facility. There are a number of functional criteria that should be applied to designing and integrating the low voltage technology in the new building:

- State-of-the-art proven equipment for the facilities. The systems should include the latest technology and equipment available.
- High degree of reliability. These systems must perform, day in and day out, without a material degree of down time.
- Easy to operate by both technical and non-technical personnel. The interface for controlling the low voltage systems should be intuitive, self-explanatory, and easily accessible to the greatest degree possible
- Easy to care for, maintain, and upgrade. The systems should be chosen and integrated in a way that eases access and enables equipment replacement and/or augmentation.
- Inherent flexibility in design.

Left:
Samsung Research America

Right:
City of San Francisco New Office Building



J. EFFICIENT AND COST EFFECTIVE SYSTEMS DESIGN

STRUCTURAL SYSTEMS APPROACH

The SOM structural engineering design practice consists of a highly experienced and creative group of talented individuals passionately engaged in the pursuit of meeting and exceeding client needs and expectations. For the new COB3 building, we will bring a high level of expertise to the project to achieve overall project vision, goals and objectives. Four areas to emphasize in our approach to the design development and execution of the most appropriate structural systems for the new COB3 include, 1) efficient and cost-effective structural systems, 2) design integration, 3) a resilience based design methodology, and 4) collaboration.

Efficient and Cost-effective Systems

SOM is actively involved in the structural engineering community in leadership roles, engaged in the development of best practices, codes, design standards and construction industry state-of-the-practice technologies and systems. As a structural engineering design practice group, we collectively bring to each project the knowledge and expertise from most recent construction industry practices, innovations and trends.

Efficient superstructure gravity systems for consideration using structural steel include lightweight composite slab and steel frame construction. In initial discussions, a unique opportunity for this project includes the efficient use of long-span lightweight composite steel construction to achieve column-free bays and program areas. Economical and reliable lateral steel seismic force resisting systems include the use of special moment frames, buckling restrained brace frames and special concentric braced frames. In reinforced concrete, cast-in-place concrete gravity systems including flat plate post-tensioned slabs may be considered to achieve longer-spans coupled with lateral ductile reinforced concrete seismic force resisting systems consisting of efficient special moment frames, shear walls with link beams, and rocking wall systems.

For the new COB3 project with a CM at-Risk delivery method, we will take advantage of the opportunity to get input on current construction marketplace driven cost strategies in collaboratively determining the most beneficial and cost-effective structural substructure (foundation) and superstructure (gravity and lateral frame) systems. This approach has been beneficially pursued on current and

past project work for institutional clients using a CM at-Risk delivery method where alternative gravity and lateral structural system options are evaluated starting in concept and schematic design phases, and then further optimized in the design development and construction documentation preparation phases. Structural system substructure and superstructure summary material quantities are provided for performance and budget/cost analysis evaluations for each option. Alternates may address additional key project design parameters and impacts such as, structural bay spacing, massing and number of stories, type of material and lateral frame system, deep and shallow foundations, and type of exterior wall system.

The most efficient structural system may need to respond to design challenges and constraints, and thus be further developed to achieve overall project goals and objectives. Cost effective and well-performing structural systems allow for more efficient allocation of project design resources and budgets. The objective is to provide design solutions and valuable cost data input on structural system alternatives to aid in high level integrated design team decision making.

Design Integration

The most important opportunity in the development of appropriate structural systems for the new COB3 building, is to not only meet efficient and cost-effective structural loading criteria and performance objectives, but also to achieve a high level of design integration of building systems – starting with program, architecture function and MEP design strategies. Starting with the high level visioning during the concept phase workshops, the structural engineering team will spend time listening, understanding and then providing viable structural system options for further development and evaluation.

The SOM structural engineering project team will take a lead in utilizing 3D BIM modelling from early design development, documentation and delivery of construction documents for the new COB3 building. This proactive approach in the use of BIM facilitates early identification of key design integration issues requiring further development and overall inter-discipline design integration to achieve primary project goals and objectives.

The SOM's structural engineering practice is highly experienced in collaboratively guiding complex project design

development and scheduling through early foundation and superstructure expedited permit and construction packages, if desired. A well-coordinated project design development will allow expedited packages as early as 100% design development phase for foundations, and 50% construction document phase for superstructure, while maintaining coordinated updates through the remaining construction phase deliverables.

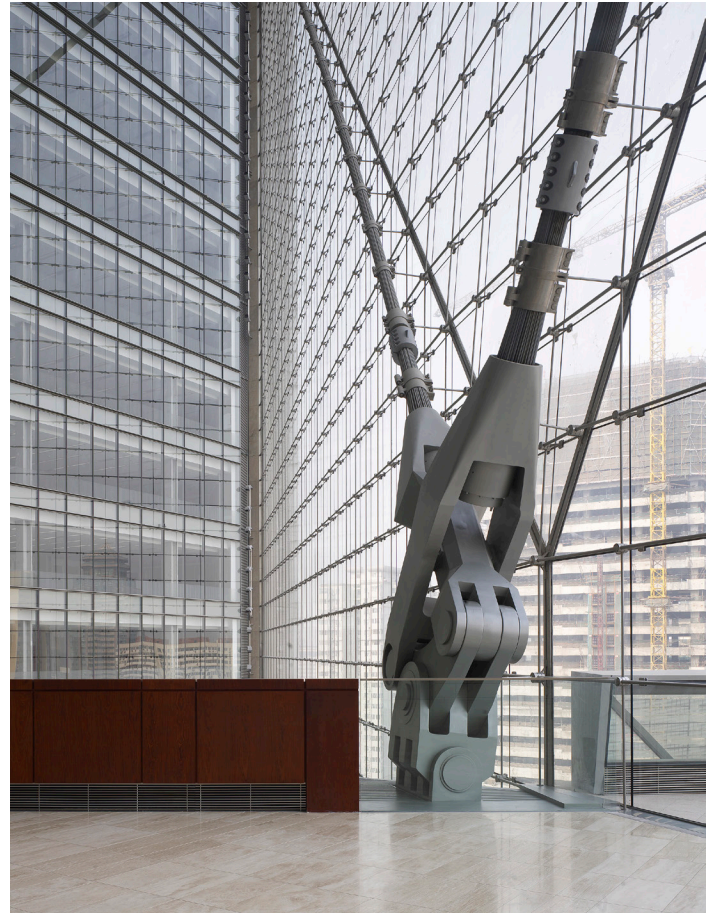
We will be highly active in construction administration phase to provide responsive and coordinated project information to the project team. This includes the use of 3D BIM to aid the contractor and subcontractors coordinating trades, shop drawing reviews and field conditions. Should a design-build project delivery method be selected, the SOM structural engineering team is well-versed on current project work, to adapt to the faster paced construction document deliverable benefits that the design-build process may provide.

Resilience Based Design

Depending of project specific needs, SOM offers a resilience based design approach to institutional clients where long-term life-cycle performance is essential. Over the longer-term, exposure and risk due to expected damaging earthquakes is quantified in terms of occupant safety, damage to building components, and recovery time to regain full functionality. In support of the new COB3 sustainability and net zero energy targeted goals, SOM's structural engineering practice offers in-house capabilities to provide design phase seismic risk assessment and life cycle cost analysis. Using FEMA and U.S. Resilience Council based earthquake damage assessment, seismic loss estimation and rating methodologies and tools, evaluation of building design options can be provided to further inform the design team decision making process. Typically leading to "enhanced", better than code-minimum, seismic design performance – building component and structural system options are evaluated over 25-year and 50-year return periods illustrating return on investment and benefit-cost ratios on additional first cost alternates.

Collaboration

Key to SOM's structural engineering project success is an essential commitment to collaboration at all levels of the design team driven project from concept, through design development and construction.



Above:
Poly Real Estate Headquarters
San Francisco International Airport, International Terminal

J. EFFICIENT AND COST EFFECTIVE SYSTEMS DESIGN

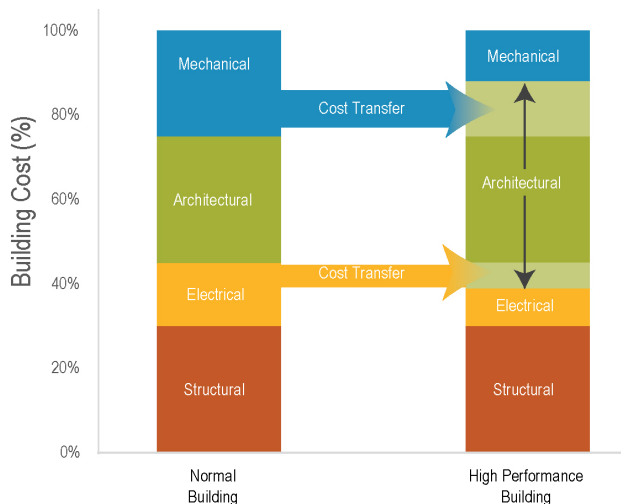
AFFORDABLE ENERGY EFFICIENCY

It is our experience at making exemplary net zero buildings within standard budgets and paybacks that sets us apart. Not only does the building cost need to be achievable, but modifications to the building and systems need to be anticipated so that efficiency is maintained and costs to modify or upgrade are controlled.

We do not design standard systems. While this seems obvious, often a standard system is designed for cost estimate or efficiency comparison purposes. Instead, we use design team experience and charrette work to tightly target the systems that can meet the zero energy goal and save design budget to optimize the approach that can ultimately be built.

We look for synergies between disciplines. For example, stained concrete floors can be part of an efficiency story (providing thermal mass coupled to the space) as well as a low cost, durable finish option. Or if a vertical architectural element is desired, make it a wind catching tower that saves HVAC energy (and first cost) as well as fulfilling the aesthetic need. Constant communication between the disciplines is vital to multiple disciplines realizing benefits from the same design feature and first cost investment.

Cost Transfer. Passive efficiency opportunities that invest the project budget in architectural instead of engineering solutions, such as window shading or thermal mass, offer longer term savings, cost less and are easier to use than “bleeding edge efficiency” mechanical equipment. Simple systems cost less and result in a building that can best maintain efficient operation throughout its life.



SPECIFIC TECHNICAL APPROACH

In high performance buildings the best solutions come out of consideration of all the requirements of stakeholders including those responsible for budgets and systems operation after the building is built. Workshops and stakeholder feedback are the vehicle for making a final informed decision on the optimal combination of systems for the building. Through this process we have pioneered many of the industry’s most innovative MEP systems. Integral Group pioneered the use of dual temperature chilled water systems, decoupled ventilation, and radiant cooling systems – all of which provide reduced energy use and improved occupant comfort.

The building will target a 40% to 60% reduction in annual energy use compared with a typical, code-compliant building. This savings will be realized through the use of a high-performance building envelope with building systems that:

- Optimize natural ventilation for both cooling and enhanced indoor air quality
- Decouple ventilation from heating and cooling with dedicated outside air systems
- Reduce air movement fan energy by 75%
- Use compressor-free cooling for most of the year and direct hydronic cooling to zones and equipment
- Provide excellent daylighting and low energy lighting
- Are all-electric so that on-site renewable power generation utilizing cost effective photovoltaic panels can be used to meet 100% of the building energy use.

Airside HVAC Systems

One of the possible solutions for the building will be the use of radiant cooling. Radiant cooling has the advantage that most of the cooling is transported to a space through water instead of air. Water is 3,500 times denser than air when considering heating and cooling capacity. This allows for smaller ducts, less interstitial space and lower energy use. The other advantage is that hot outside air is not used for cooling (neither is cold of outside air that requires heating before being used for cooling).

The result is that cooling and heating are decoupled from the outside air ventilation. This decoupling allows for smaller air handlers, smaller ducts and smaller outside air fans. Improved air quality also results, as return air from adjacent spaces is not recirculated throughout the mechanical system and building. By providing Dedicated Outside Air Systems, air quality is maintained throughout the life of the building and systems.

Similar zonal hydronic-based systems will also be considered, such as chilled beams and fan coil units. All have the advantages of providing direct hydronic cooling to each zone and decoupling ventilation air from heating and cooling. This decoupling also allows for optimization of exhaust air energy recovery – an approach that is often too costly on ‘standard’ systems but made affordable when tempering (instead of full cooling or heating) of outside air for ventilation is all that’s required.

Waterside HVAC Systems

Innovation in low energy chilled water systems is something that we have been working on for two decades. If a radiant (or chilled beam or zonal fan coil) system is used in the project it would be wise to include a water side economizer in the chilled water system as well as a medium temperature chiller (55-60 deg F). Radiant systems work best with medium temperature chilled water that prevents condensation and allows for longer economizer cooling hours.

We’ve found on many recent high performance projects that the cost of incorporating radiant in-slab cooling has been comparable to “standard” building costs, and cheaper than chilled beams or radiant ceiling panels. The improved comfort and indoor air quality associated with radiant systems are crucial elements to the success of the project – in addition to the energy reduction benefits.

Process cooling water for electrical, audio visual, and server rooms typically can utilize warmer chilled water temperatures similar to the radiant and chilled beam systems. Thus, one of the most significant plug loads in the building can be effectively met by the highly efficient chilled water system.

Lighting and Daylighting and Electrical

Overall, blending the daylight and electric lighting to work in harmony with each other is the ultimate goal for sustainable projects resulting in extremely low energy use. This is only possible when all of the design disciplines work together to maximize energy use, flexibility, and user personalized controls.

There is no better lighting source for both quality and energy use than the sun. Optimizing for daylight autonomy over the course of an entire year, while mitigating glare and thermal loads, is a specialty of our design practice. Along with thermal and acoustical comfort, visual comfort is a key

experience of building users. Excellent daylighting not only reduces lighting energy use, but enhances the architecture and experience of the space, as well as the learning environment.

Electric lighting design begins with an exploration of specific visual requirements including minimal glare, luminance balance and required illuminance. Ambient lighting enhances the architecture, and plays a critical role in the overall spaciousness, attractiveness and user satisfaction of the area, while task lighting is critical for achieving illuminance requirements, energy goals and user controllability.

Manual lighting controls provide flexibility to the user to adjust lighting levels, while automatic controls address energy use. Common spaces and the auditorium will require multiple layers of lighting and controls in order to obtain correct visual environments for particular tasks. During construction administration, tuning and commissioning the controls, along with user education, will maximize controls effectiveness.

An energy saving strategy we strongly promote is monitoring of electrical loads. The closer you can get to monitoring individual circuits/loads, the more valuable the data is in terms of fine tuning the building’s control system and saving energy. We will work closely with users and facility staff to determine what level of load monitoring is appropriate and how to implement a measuring and verification system. Once a system is designed, we can develop a dashboard that catalogs energy and water use which will help facility staff manage the building and help users identify areas they can make a difference.

In addition to providing efficient transformers and distribution systems, we have extensive experience with DC power distribution systems within buildings. Microgrids within buildings utilizing DC power generation, distribution and point-of-use devices are an area of new development and growth for advanced buildings. We have experience with a variety of on-site DC generation technologies – most notably solar photovoltaics – as well as new DC ceiling spline distribution networks, DC data centers, building devices, and advanced LED lighting systems with excellent color rendition and lighting quality. We will work closely with the team to pursue these exciting new technologies, while finding opportunities to make the first cost investment pay off in multiple ways – a critical factor in the project’s overall success.

K. INCORPORATING ZNE PRINCIPLES & LEED REQUIREMENTS

A SUSTAINABLE COUNTY OFFICE BUILDING

The success of this project, and the team's ability to exceed the sustainability goals within budget, will depend on close collaboration between all members of the design team. We approach projects with open minds and transparent processes to collectively leverage the local climate, building massing and orientation as well as structural systems, enclosure systems and architectural finishes to exceed aggressive energy and indoor environmental quality goals at the lowest cost possible while minimizing long term maintenance and operational needs. On our highest performing projects, we have cultivated a design process that roughly follows these five stages:

1. Discovery & Definition:

The establishment of specific goals & objectives from the outset of the project enable the Integrated Team to create a series of key performance indicators (KPI), which then serve as the guiding principles for all design decisions moving forward. These goals are shared goals and the metrics agreed upon by the whole team, including the owner and design-assist contracting partners. These help form the basis of the Owners Project Requirements (OPR), which the team will use as a baseline for continuous verification through each design milestone, including post-occupancy verification.

2. Climate & Place:

Redwood City has one of the most benign and forgiving climates in the country. We will assess all features of the local microclimate such as site topography, prevailing winds, sun and shade patterns, vegetation, location of other buildings and adjacent site conditions. We also analyze on-site resources, especially those associated with water and energy. This early type of analysis informs the team as to how we can harness or shield the sun's energy as needed, capture local wind energy to aid in climate control and ventilation, and provide high quality daylighting of the program.

3. Load Reduction:

One cannot deviate too far from the basic principles of passive, bioclimatic architectural design and achieve key sustainability targets. Passive architectural building elements such as building shape, form, orientation, layout, building enclosure and mass directly interact with the local climate and its natural energy flows. The optimal building design will leverage its environment, with its passive elements either harnessing or protecting the building from these energy flows as needed. Most critical to this process is the building enclosure and how it can provide superior daylighting while minimizing glare and excessive heat gain and loss. Since the building enclosure will last 50 – 100 years, this approach provides the greatest value to the owner by focusing the construction budget on architectural solutions first, then applying the simplest and least costly active building mechanical and electrical systems to meet building performance goals.

4. Systems Integration:

Active building systems are needed only to supplement the lack of passive element performance. At the building systems level we consider all appropriate options for cooling, heating, ventilation, lighting and energy recovery within the building to achieve desired sustainability goals. The best design solutions can only be achieved if the selected systems are kept as simple and as integrated with the building's passive elements as possible. This approach provides a workspace that is flexible to meet the needs of the future without compromise.

5. Renewable Technology:

As we are working with the design team, we are continuously reviewing the integration of renewable technology to address any remaining loads. By completing the analysis in this sequence, we are able to optimize the sizing of the renewable technology, and therefore at its most optimal purchase point.

A RESILIENT COUNTY OFFICE BUILDING

San Mateo County has a unique opportunity to create a Resilient County Office Building that gives back to the community by providing a place of refuge for the residents in the event of a natural or manmade disaster. By employing the bioclimatic design strategies outlined above a campus can be designed for passive survivability because the buildings are naturally daylight, cooled, and resistant to temperature extremes.

Integral Group is an international leader in the design, construction and operation of cost effective Zero Net Energy projects...buildings and campuses that only use as much energy as they can generate from renewable energy sources like photovoltaics. Many of our clients choose to achieve this important goal at zero additional first cost of construction through the use of third party photovoltaic providers that will install the PV array at no cost and sell the renewable energy to the owner, often at a rate less than the local power company.

With the addition of a battery backup system the photovoltaic array becomes a power source to keep the building operational during a disaster. Integral Group is currently designing similar Zero Net Energy projects for bay area municipalities like City of Atherton, City of Santa Clara and the City of Elk Grove. In addition, during an emergency the COB3 could also have both a source of clean water and operable sanitation systems through the use of water storage and alternative wastewater conveyance systems. The San Mateo County Office Building #3 represents an excellent opportunity for the County of San Mateo to show its leadership by creating a beautiful, functional and cost effective building that also serves the city residents as a Resilient Building.

A ZERO ENERGY COUNTY OFFICE BUILDING

Practical net zero energy experience
Because we have deep experience with over 60 Zero Net Energy projects, we know how to deliver them cost effectively and within standard budgets. We have incorporated lessons learned on past “verified NZE” projects in our approach to achieving NZE designs that actually achieve grid neutrality. We designed the first verified net zero energy commercial building in the US, which eventually became Integral Group’s San Jose, CA office.

John Andary, Principal In Charge of the Integral Group team, led the design of the largest verified net zero energy building in North America, the Research Support Facility at the National Renewable Energy Lab in Golden, CO. Over 350,000 square feet in size across three and four levels, the building is a living model of efficient practice. With real-time monitoring of loads, production and building system performance, NREL is able to verify energy use, as well as learn from how the systems actually perform.

At the Net Zero Energy Headquarters for the Packard Foundation in Los Altos, CA, we worked with Foundation staff to not only design the most efficient building possible, but to also help the Foundation assess their technology needs to reduce plug loads as well as provide state-of-the-art teleconferencing and audio visual equipment to reduce travel requirements. By incorporating more efficient equipment, improved stand-by operation and integration of IT to shut down systems when not needed, we were able to reduce the building plug loads by over 50%.

Proven Design Principles

Our approach to energy efficient design is to search for simple and elegant solutions that are both innovative and affordable. One cannot deviate too far from the basic principles of passive architectural design and achieve this target. Correct building orientation and shape allows for the judicious use of the suns light and energy to create structures that...

- **Save Energy...** by capturing every bit of the available daylight to naturally light and heat the building.
- **Create Energy...** by capturing the sun’s power to create a renewable energy supply.
- **Save Money...** by eliminating the need for costly

K. INCORPORATING ZNE PRINCIPLES & LEED REQUIREMENTS

architectural and engineering “fixes” to solve solar heat gain and glare issues, and reducing operational cost.

- **Create Value...** by designing a predominant southern exposure for building mounted solar energy systems, thus reducing or eliminating the need for the placement of PV on valuable adjacent land.

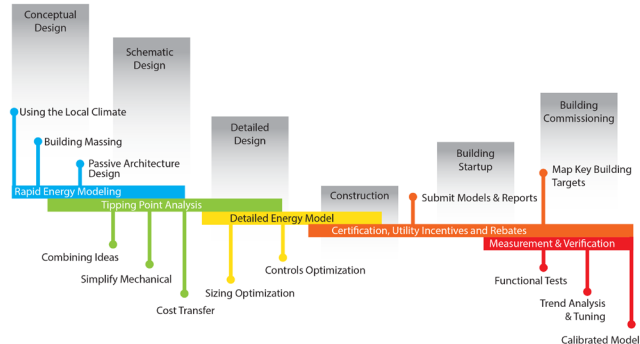
Innovations, Creativity and Collaboration

The success of this project depends on close collaboration between the architectural and engineering team. We approach projects with open minds and collaborate across the full project team to achieve the net zero energy design goals as well as deliver a building that “sets the standard” for efficiency for others to follow. Done properly, a design workshop or ‘charrette’ is the key tool to quickly focus the design effort without cutting out the valuable creativity, brainstorming, and collaboration needed for a successful building. It allows the county and A/E team to concentrate their creative energy to develop integrated options, with all the necessary talent and stakeholders in the same room to quickly assess options and determine the best opportunities to move forward with. Input from all key stakeholders, including the users, is crucial.

Integral Group’s motto is “Reduce the Loads First” and we often focus on this before ever making a decision on the MEP systems approach. Some of the most critical areas of study include:

- **Daylighting and Envelope Studies** – In addition to insulating value, glazing decisions, external shading, building shape & orientation, we also study individual components considering thermal bridging, thermal mass benefits, radiant balance and operative temperature, and integration of these systems into the operation of the building and systems.
- **Plug load Studies** – Usually the single largest energy user in a highly efficient building, the plug loads must be addressed to achieve a net zero energy facility. We have conducted numerous equipment studies across different project types with the goal of achieving significant power reductions – while maintaining or enhancing equipment function.

- **Predictive Energy Modeling** – It is important that rough calculations and hard numbers be attached to design options early to allow critical decisions to be intelligently made during the design workshop. Based on years of experience with system analysis for LEED, incentive programs, and internal design efforts, we have developed a number of custom modeling tools and approaches to perform energy analysis of system options at conceptual design stages. These models, and the expertise of using them, form the basis of initial calculation work that will inform the selection of system type and energy budgeting. When designing for Zero Net Energy, the energy modeling strategy has to be as predictive of actual energy use as possible, so we utilize the most sophisticated and accurate modeling software in the industry. Our hourly results of energy use and production are then compared to measured building data to insure that the project will meet its Zero Net Energy goal after one year of operation.



Approach to LEED

Atelier Ten's core objective is to meet the needs of our clients by developing well-integrated buildings with simple systems that work with natural laws of physics to increase comfort, reduce energy consumption and contribute back to the greater environment.

While the design and construction of a zero net energy and LEED certified building is neither difficult nor costly, it can quickly become so if the entire project team does not focus comprehensively from the beginning of the design process on incorporating building performance strategies into all aspects of the architecture. To achieve the County's ambitious goals of net zero energy, we would start with the development of architectural and programmatic design opportunities to reduce energy and other operational resource demands. Those opportunities range in purpose, from improving thermal and visual comfort and encouraging natural ventilation to reducing the risk of condensation and conserving water. By providing early design testing of proposed strategies for efficiency, performance, and maintainability, Atelier Ten will help the design team shape the building to achieve its goals. After reducing the building's energy demands through careful architectural design, we will integrate high-efficiency best-practice building technologies to meet remaining building needs. Next we evaluate and recommend efficient on-site resource generators including renewable energy systems.

Once renewable resources have supplied as much of the building's needs as possible, the remainder ideally would come from sustainable utility sources. We explore creative and efficient means of enabling fully zero net energy operation through the elimination of all fossil fuel combustion within the project. Our extensive experience has helped us direct design teams toward the selection of environmental design options which are cost-effective, maintainable by the County, provide long-term value, and most of all, provide a healthy and safe indoor and outdoor environment.

L. APPROACH TO COORDINATING WITH CM/GC

SOM Experience with Construction Manager-at-Risk

SOM has been engaged on numerous new architectural civic and office projects over the last few decades, both domestically and around the world, delivered under the Construction Manager-at-Risk method. This includes a wide spectrum of building typologies. The CM-at-Risk delivery method is now used more often than the traditional Design/Bid/Build method.

The benefits of CM-at-Risk involvement early in a project are many, not the least of which is the delivery of a better project through informed cost and schedule projections and a reduction in change orders.

Since the CM-at-Risk will provide a Guaranteed Maximum Price (GMP), our role is to assist the CM in identifying those areas that may not be fully developed in the early stages of drawing development, thus writing narratives and assigning allowances to cover these undeveloped issues. This process avoids building in hidden cost contingencies.

As the project progresses through its phases, an overall master construction cost table is developed and constantly updated to track the changes, both additions and deductions, in costs by phase for each line item. This “open” accounting allows the Owner to see where the money is spent and identifies those dollars that may be used to purchase additional scope items during the development of the project rather than just at the end.

When working with a CM-at-Risk, we identify contingencies and cash allowances at the outset of the project. As the project progresses, these dollars are refined and either put into the project or are returned to the Owner at key milestones to assist in the purchase of additional equipment or other items.

M. APPROACH TO COORDINATING WITH RELEVANT AND LOCAL AGENCIES

SOM Experience with Relevant and Local Agencies

SOM has extensive experience in working with local and state agencies, including the Office of the California State Fire Marshal and other applicable regulatory agencies to obtain project approvals from the authorities having jurisdiction (AHJ). Over the last decade, SOM has completed multiple civic and office projects for our developer clients, institutions, and civic and government clients, including Electronic Arts, Genentech, the Judicial Council of California—The San Bernardino Justice Center, The San Diego Central Courthouse, and The New Modesto Courthouse, currently in design— and we have a standing relationship with the Division of the State Architect (DSA) for accessibility compliance. SOM facilitates the approval and permitting process through multiple face-to-face meetings with the reviewers from the regulatory agencies, and timely and practical responses to their issues.

4. COMPENSATION

COMPENSATION

A. Your fees should be broken out by the phases described in the Scope of Work. Propose your fee on a Lump Sum basis, broken out by project phase.

Please see the following Architect Fee Matrix on page 54.

B. Identify reimbursable expenses that will be charged to the Project. Include an allowance for a physical model of presentational quality and at scale appropriate for public display. Provide an estimate in the line items provided in Attachment of what you believe these expenses should be for the Project.

Estimated reimbursable expenses have been provided in the Architect Fee Matrix. We have increased the allowance for the presentation quality physical model based on current rates seen in the local market.

C. Provide lump sum fees, by phases described in the Scope of Work, for any sub-consultants you would propose to include in your team.

Sub-consultant and engineers fees have been included in the Architect Fee Matrix excluding those for Geotechnical Engineering and Environmental Consulting which will be hired directly by the County.

D. Although engineers and other consultants' costs are not a mandatory part of this RFP, provide a budget for the types of engineers and sub-consultants you anticipate will be required to complete the Project.

See response to C above.

E. Include hourly rates for all personnel.

Hourly rates for SOM and listed sub-consultants are included on page 55.

F. Identify any additional fee(s) associated with BIM production and list the itemized costs if any.

BIM is part of our basic services.

G. Confirm your fee will change if the owner elects to use design/build or design assist for certain trades.

Our fees will not change.

ARCHITECT FEE MATRIX

Company Name	Project Role/Discipline	Phase 1	Phase 2						Sub-Total Fee	Alternates			
		Concept Design and Programming	SD	DD	Construction Documentation GMP	Permitting	Bidding	CA		Transition Phase (support effort)	Not a NZE Building	Not a CLT, Code Prescriptive Building	Add 1 Story
	Duration (further discussion required)	8 wks.	12 wks.	14 wks.	20 wks.	concurrent	4 wks.	26 months	10 months				
	Percent By Phase (further discussion required)	3%	15%	20%	29%	3%	2%	25%	3%	100%			
SOM	Architecture	\$143,000	\$507,000	\$812,500	\$812,500	\$97,500	\$65,000	\$650,000	\$162,500	\$3,250,000	\$0	\$0	\$130,000
Proposed Sub-consultants: (Note that the County may elect to initiate a separate procurement process in collaboration with the Architect to select certain of all sub-consultants.)													
SOM	Interior Design	\$25,000	\$225,000	\$312,500	\$312,500	\$37,500	\$25,000	\$250,000	\$62,500	\$1,250,000	\$0	\$0	\$90,000
CMG	Landscape Architecture	\$8,000	\$92,000	\$120,000	\$120,000	\$12,000	\$9,000	\$92,000	\$18,000	\$471,000	\$0	\$0	\$0
Telamon	Civil Engineering	\$5,500	\$37,500	\$53,750	\$53,750	\$6,450	\$4,300	\$43,000	\$10,750	\$215,000	\$0	\$0	\$0
SOM	Structural Engineering	\$7,250	\$110,050	\$173,000	\$221,750	\$22,000	\$14,700	\$179,000	\$7,250	\$735,000	\$0	\$0	\$75,000
Meyers* D/B SD handoff	MEP Engineering/Fire Protection	\$34,000	\$180,000	\$324,000	\$36,000	\$0	\$0	\$0	\$0	\$574,000	\$0	\$0	\$54,000
Dewberry	Physical Security	\$1,025	\$15,075	\$20,125	\$20,125	\$2,415	\$1,610	\$16,100	\$4,025	\$80,500	\$0	\$0	\$7,000
Meyers*, D/B SD handoff	Technology - Telecommunications, Electronic Security Systems (ESS), Audio Visual (AV) Systems, Distributed Antenna Systems (DAS) cellular reinforcement, Emergency Responder Radio Communications System (ERRCS), Service Provider Coordination	\$9,200	\$30,600	\$55,080	\$6,120	\$0	\$0	\$0	\$0	\$101,000	\$0	\$0	\$10,000
Salter	Acoustics	\$1,000	\$11,800	\$12,800	\$18,560	\$1,920	\$1,280	\$16,000	\$1,920	\$65,280	\$0	\$0	\$8,000
MGAC	Cost Estimation	\$5,000	\$40,000	\$65,000	\$85,000	\$0	\$0	\$0	\$0	\$195,000	\$0	\$0	\$25,000
Pritchard Peck	Lighting Design	\$0	\$12,620	\$30,180	\$50,160	\$0	\$0	\$25,540	\$0	\$118,500	-\$5,929	\$0	\$30,000
Atelier 10	Sustainability	\$12,600	\$30,400	\$25,000	\$10,000	\$0	\$0	\$0	\$0	\$78,000	\$0	\$0	\$0
Atelier 10	Energy Modeling	\$0	\$20,000	\$22,000	\$12,000	\$0	\$0	\$14,000	\$0	\$68,000	\$0	\$0	\$0
Syska	Vertical Transportation	\$1,000	\$8,310	\$11,638	\$11,638	\$1,397	\$931	\$9,310	\$2,328	\$46,550	\$0	\$0	\$1,000
SOM	Graphics and Signage	\$0	\$48,000	\$69,500	\$84,500	\$0	\$3,000	\$44,500	\$0	\$249,500	\$0	\$0	\$20,000
Jansen Hughes	Code	\$2,000	\$14,000	\$11,200	\$12,000	\$0	\$800	\$0	\$0	\$40,000			
Alternate Concept Durations Totals													
Other Proposed Services:													
Identify any additional fee(s) associated with BIM production and list the itemized costs if any.													
Provide budget allowance for various levels of LEED Certification: As directed by PDU, Certified - A10 - Same as LEED Gold Certification													
	Gold	\$5,600	\$16,800	\$28,000	\$28,000	\$3,360	\$2,240	\$22,400	\$5,600	\$112,000			
	Platinum	\$0	\$3,000	\$4,300	\$8,000	\$1,000	\$1,000	\$3,600	\$1,100	\$22,000			
Provide allowance for design that includes the Traffic Court (& County Center Dr.) of the site (base fee assumes Traffic Court not demolished)													
Total Proposed Fee =		\$260,175	\$1,402,155	\$2,150,573	\$1,902,603	\$185,542	\$128,861	\$1,365,450	\$275,973	\$7,671,330			
Allowance for one(1) physical model for public display (NTE) =										\$50,000			
Professional Renderings, Est. 6 per PDU authorization \$3500 ea. =										\$21,000			
Reimbursable Expenses Allowance =										\$460,280			
Grand Total Fee For Consultants Listed Above										\$8,202,610	-\$5,929	\$0	\$450,000
Project Completion Success Payment										\$ 200,000.00			
										\$ 8,852,609.80			

NOTE: PLEASE FOLLOW THE INSTRUCTIONS AS REQUIRED IN PART 6, SECTION 6.04 OF THIS RFP. PLEASE ATTACH THIS FEE MATRIX IN AN EXCEL FORMAT TO YOUR PROPOSAL.

6.04 Compensation

Propose your fee by attaching the requirements stated below to Exhibit B in Part 14 of the RFP. Please include the Architect Fee Matrix using the template provided in Microsoft Excel (download at <http://cno.smcgov.org/cob3-documents>) and in accordance with the following directions:

- Your fee should be broken out by the phases described in the Scope of Work. Propose your fee on a Lump Sum basis, broken out by project phase.
- Identify reimbursable expenses that will be charged to the Project. Include an allowance for a physical model for public display. Provide an estimate in the line items provided in Attachment of what you believe these expenses should be for the Project.
- Provide lump sum fees, by phases described in the Scope of Work, for any sub-consultants you would propose to include with your team. Follow the same format as shown in the Architect Fee Matrix for each sub-consultant. Also include mark-ups on sub-consultants, if applicable. Note that the County may elect to initiate a separate procurement process in collaboration with the Architect to select certain or all sub-consultants.
- Although engineers and other consultants' costs are not a mandatory part of this RFP, provide a budget for the types of engineers and sub-consultants you anticipate will be required to complete the Project. Note that the Geotechnical engineer and Environmental consultants will be hired separately directly by the County.
- Include hourly rates for all personnel.
- Identify any additional fee(s) associated with BIM production and list the itemized costs if any.
- Confirm if your fee will change if the owner elects to use design/build or design assist for certain trades.

H. It is assumed the building will be designed on a prescriptive code basis.

I. It is assumed that additional consultants and fees will be required and will be requested and added to total fee upon PDU's approval.

J. It is assumed a Revit/BIM delivery method will be used by the design and construction teams.

K. Deferred Submittals, engineered by others (for discussion):

- Exterior wall
- Facade maintenance
- Metal stairs (exit stairs)
- Elevators and elevator guiderail connections Note - elevator guiderail supports are provided
- Seismic restraint of non structural components
- Bracing for fire sprinkler and piping systems
- Fire sprinklers
- Fire alarm and voice evacuation system
- Skylight, canopy and awning
- Emergency response radio system (ERRS)
- Exit illumination
- Photovoltaic system
- Precast concrete vaults, planks, stairs and panels
- Prefabricated wall panels (non bearing)
- Vehicular barrier system

HOURLY RATES

SOM

Partner	\$415
Director	\$415
Associate Director	\$290
Associate	\$235
Architect F	\$235
Architect E	\$195
Architect D	\$180
Architect C	\$170
Architect B	\$125
Architect A	\$100

CMG

Principal	\$230-310
LA-5 Senior Project Manager/ Senior Landscape Architect	\$190
LA-4 Project Manager/ Landscape Architect	\$165
LA-3 Project Captain	\$145
LA-2 Project Designer	\$125
LA-1 Designer	\$110
CAD Tech/Intern	\$75
Project Assistant	\$80

Telemon Engineering Consultants, Inc.

Principal	\$295
Project Assistant/Coordinator	\$120
Senior Project Manager	\$245
Project Manager	\$218
Senior Engineer	\$192
Engineer III, II, I	\$165 - \$140 - \$120
QSD/QSP	\$192
QSP Assistant	\$120
CAD Manager	\$150
CAD III (Mapping)	\$140
CAD Drafter II, I	\$130 - \$110
Accounting	\$125
Administration	\$125
Clerical	\$98
Surveyor Manager	\$213
Surveyor - Party Chief (Office)	\$172
Surveyor - 1, 2, 3-person Crew	\$192 - \$305 - \$368
Laser Scan - Field Crew (Field-Per Person)	\$220
Lead Utility Locator Technician	\$198
Utility Locator Technician	\$150
Mobilization	\$100

Meyers+ Engineers

Principal	\$300
Associate Principal	\$250
Senior Associate	\$215
Associate	\$195
Senior Engineer	\$175
Engineer	\$150
Design Engineer	\$130
Designer	\$110
BIM Coordinator	\$125
BIM Specialist	\$110
Administration	\$80

Dewberry

Senior Principal	\$285
Principal/Senior Designer	\$240
Associate/Senior Project Manager	\$200
Project Manager/Designer	\$160
Senior Detention Architect	\$140
Project Architect	\$125
Specifications Writer	\$175
Architect	\$115
Technical Support/CAD Drafter	\$85
Administrative Support	\$70

Salter

President/Senior Vice President	\$400
Vice President	\$325
Senior Associate	\$275
Associate	\$225
Senior Consultant	\$195
Consultant	\$170
Technical Assistant	\$115

MGAC

Directors	\$350
Senior/Regional Vice President	\$300
Vice President	\$250
Senior Cost Managers	\$200
Cost Managers	\$110

PritchardPeck Lighting

Principal	\$215
Associate Principal	\$190
Senior Designer	\$185
Designer	\$165
Junior Designer	\$140
Administrative	\$75

Atelier 10

Director	\$325
Associate Director	\$285
Associate	\$225
Senior Designer	\$185
Designer	\$145
Design Staff	\$125

Syska

Principal-in-Charge	\$300
Project Manager	\$250
Project Engineer/ Supervising Engineer	\$200
Engineering Aide/ Project Administrator	\$80

Jensen Hughes

Technical Fellow	\$295
Senior Consultant 4,3,2,1	\$295 - \$275 - \$255 - \$240
Consultant 4,3,2,1	\$230 - \$198 - \$185 - \$180
Associate 3,2,1	\$170 - \$155 - \$130
Senior Technician	\$125
Technician/Intern	\$90
Project Administrator	\$105
Admin	\$95

5. ACCEPTANCE OF THE COUNTY'S
PROFESSIONAL SERVICES AGREEMENT

ACCEPTANCE OF THE COUNTY'S PROFESSIONAL SERVICES AGREEMENT

The PDU/SOM Professional Services Agreement will be the final document as discussed on the June 12, 2020 Zoom meeting.

Contact

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Project Director

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Skidmore, Owings & Merrill

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