

Agreement No.

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TEF Architecture

This Agreement is entered into this _____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and TEF Architecture, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that the Contractor be retained for the purpose of providing architectural design services for the San Mateo Family Justice Center tenant improvement project at 1510 Fashion Island Boulevard.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed One Million Four Thousand One Hundred Sixty Four and 0/100 Dollars (\$1,004,164.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Wednesday, January 28, 2026 through Monday, January 27, 2031.

5. Termination

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

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

8. Hold Harmless

A. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this

Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

B. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's

reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

9. Assignability and Subcontracting

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

10. Insurance

10.1. General Requirements

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

10.2. Workers' Compensation and Employer's Liability Insurance

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

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all

claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

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

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

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

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

12. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

13.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

13.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

13.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

13.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

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

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

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

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

17. Controlling Law; Venue

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

18. Notices

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

In the case of County, to:

Name/Title: Mario Nastari/Capital Programs Manager
Address: Department of Public Works, Redwood City, CA, 94063
Telephone: (650) 363-4100
Email: mnastari@smcgov.org

In the case of Contractor, to:

Name/Title: Douglas Tom/Principal
Address: 1420 Sutter Street, 2nd Floor, San Francisco, CA 94108
Telephone: (415) 350-4323
Email: doug@tefarch.com

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

21. Intellectual Property

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.

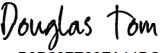
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **SECTION** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: TEF Architecture

Signed by:

 B0D297E20FA14DC...	1/21/2026	Douglas Tom
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

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

Contractor shall provide architectural design services for the San Mateo Family Justice Center tenant improvement project at 1510 Fashion Island Boulevard. This scope of work includes Schematic Design, Design Development, Construction Documentation, Furniture Services, Bidding, Permitting, and Construction Observation.

SCHEDULE

Project schedule durations are anticipated as follows:

- Schematic Design (SD): 6 Weeks
- Design Development (DD): 8 Weeks
- Construction Documents (CD): 12 Weeks
- Bidding: 6 Weeks
- Permitting: 8 Weeks
- Furniture Planning (Concurrent with DD & CD Phase)
- Construction Observation: 8 months assumed

ASSUMPTIONS

In determining Contractor's scope of work under this Agreement, Contractor has made the following assumptions:

1. Contractor's work shall be drawn up in REVIT software.
2. All work shall comply with current codes.
3. The permitting entity is the City of San Mateo; this project shall comply with 2026 California Building Codes.
4. The County shall provide continuity of staff to serve as the primary contact(s) through the duration of the project.
5. This project shall be permitted, bid, and constructed in a single phase of work. No future phases are included in this proposal.
6. Contractor has retained the following consultants:
 - Civil - BKF Engineers
 - Mechanical - Interface Engineering
 - Electrical - Interface Engineering
 - Plumbing - Interface Engineering
 - Specification Writing - Emily Borland
7. Contractor has not retained the following consultants and assumes the County shall engage these consultants directly if required:
 - Audio Visual
 - Security
 - Telecommunications

8. The fire protection scope shall be performed on a Design-Build basis under the General Contractor.
9. The fire alarm scope shall be performed on a Design-Build basis under the General Contractor.
10. The construction cost shall be determined by the following method: a. Bidding process via the County of San Mateo
11. The predesign space plan provided by Contractor and attached herein constitutes the design direction for the project; deviations from this design direction may trigger Additional Services.

EXCLUSIONS

The Agreement specifically excludes the following, unless noted above in the Scope of Services:

1. Work related to the investigation or handling of Hazardous Materials.
2. Materials testing and inspections or selective demolition.
3. Geotechnical Investigations.
4. Site surveys including but not limited to; utilities, topographic, floor leveling, window conditions, etc.
5. Changes to previously approved work and/or work beyond the scope of this agreement.
6. Unreasonable and material delays in the progress of the work through no fault of Contractor
7. Any engineering or design consultants not listed as "retained" under Assumptions.
8. Coordination or provision of any engineering or design consultants not included in this proposal.
9. Field measuring of any existing spaces outside of the Scope of Work.
10. Site verification and subsequent report of existing access compliance conditions and any base building upgrades (i.e. path of travel, restroom conditions, exiting, seismic, etc.)
11. Assistance in preparing or coordinating an environmental review studies required by the City of San Mateo.
12. Support for any CEQA related submissions or processes.
13. Preparation for, or attendance at, hearings before any City of San Mateo commissions, boards, agencies, etc.
14. Work in design phases not included in our Scope of Services.
15. California Code of Regulations (CCR) Title 24 Part 6 Energy Code analysis for permit purposes.
16. Construction cost estimating except as otherwise included in the Scope of Services.
17. Competitive bidding by multiple general contractors of the construction documents.
18. Design for alternative tenants or uses after the space plan has been permitted.
19. Any design work on a new or alternative location(s).
20. Material changes to the design after receipt of a Design Phase sign-off.
21. Preparation of As-built drawings, post-construction.
22. County graphics or identity signage.
23. LEED Certification at any level.
24. Work beyond (a material period of time) assumed durations of each phase. Specifically, the construction phase – assumes an 8-month duration. If construction takes longer, Contractor shall propose additional fees which shall be subject to County's review and approval.
25. Furniture inventory and/or evaluation of existing stock.

Contractor shall provide written additional service proposals for any of these items, if requested, except for Items #1 through #4.

Task Order Negotiation:

Contractor shall be entitled to payments in consideration for work performed per above and based on those professional fees set forth in Exhibit B. Separate and individual "not-to-exceed" (NTE) cost proposals may be requested from Contractor during the term of the Agreement. The Department shall review the proposal as to scope, cost and delivery schedule.

Task Order Authorization:

Each task order shall include specific work requirements, time frames for completion and NTE cost amount, which shall be mutually agreed upon by Contractor and County in writing prior to commencement of each task order. Once a proposal is found to be acceptable, a task order authorization shall be issued, as needed and at the Department's sole discretion for each individual project or scope of work as defined in the task order. The contractor shall commence work upon receipt of task order authorization. The contractor agrees to complete the approved project or task order work for an amount equal to or less than the approved project or task order NTE amount and within the time limits set forth in the approved project or task order timetable.

Changes in Work:

Upon agreement by both County and Contractor, any substantive changes to the timeline, "not-to-exceed" amount, or scope of work of a task order must be approved in writing and will result in an amendment to the task order. All other terms and conditions of the Agreement shall remain in full force and effect.

Exhibit B

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

TEF DESIGN - ARCHITECTURAL FEE	\$756,224
WJE - Waterproofing Peer Review	\$6,000
Interface Engineering - MEP	\$184,500
BKF Engineering - Civil	\$41,400
Emily Borland - Spec Writer	\$16,040
Total Design Fee:	\$1,004,164

Fee Breakdown by task is as follows:

1.0	Schematic Design (SD) - 6 Weeks	\$83,595
1.1	Prepare for and conduct schematic design workshop to reconfirm/refine program and schematic design preferences (1 hour, zoom assumed)	\$3,494
1.2	Prepare schematic level floor plans (test fits) for all levels	\$10,130
1.3	Develop initial look/feel concepts (2 options max.) with high level recommendations for materials, colors and finishes as well as lighting, millwork recommendations with specific focus on environmentally sustainable and healthy materials	\$17,857
1.4	Prepare for and conduct SD Progress Meeting: Review of test fit options and look/feel concepts (1 hr zoom meeting) + up to (2) rounds of revisions post-meeting	\$7,259
1.5	Work with key stakeholders and owner-retained IT consultant to advise on general infrastructure required for IT, AV and Security low voltage cable and equipment, one (1)-hr meeting assumed + subsequent coordination.	\$7,686
1.6	Provide schematic furniture and equipment layouts to indicate relationships, function and power / data requirements.	\$10,431
1.7	Coordination of and collaboration with Mechanical, Electrical and Plumbing, Structural, Civil and cost estimation consultant work	\$16,973
1.8	Provide + present 95% Schematic Level drawings for ROM cost model . One (1)-hour presentation assumed.	\$4,181
1.9	Prepare for and work with key stakeholders to review ROM pricing one (1.5) hour cost workshop assumed.	\$5,585

2.0	Design Development (DD) - 8 Weeks	\$160,805
2.1	Prepare 50% Design Development plans locating partitions, lighting, power and communication outlets, furniture types, and communicating the project's general design concept (including finishes, materials, furnishings, millwork and major design features)	\$38,397
2.2	Prepare up to (3) wire frame 3d sketches present concepts, use of materials and details.	\$14,238
2.3	Create and present 50% Design Development document presentation to client for approval; one (1)-hour meeting assumed; this set will also be submitted to estimator for cost refinement	\$8,934
2.4	Preparation for and facilitation of cost analysis workshop with Client Group; one (1)-hour workshop assumed	\$6,906
2.5	Lighting Design at DD level; calculations to be outsourced to lighting manufacturer; one round of design + one round of revisions assumed	\$10,239
2.6	Creation of Demolition Permit set, issuance to building department, one round of backcheck comments included; one site visit during demolition phase included.	\$18,247
2.7	Development and delivery of complete Design Development set for client approvals	\$15,621
2.8	Coordination of and collaboration with Mechanical, Electrical and Plumbing, Structural, Civil and cost estimation consultant work	\$21,320
2.9	Creation of (3) in-house renderings. Views to be determined by TEF and Client.	\$22,797
2.10	QA/QC review	\$4,108

3.0	Construction Documents (CD) - 12 Weeks	\$158,371
3.1	Prepare 50% Construction Documents including draft sheet specifications	\$40,872
3.2	Coordination of and collaboration with Mechanical, Electrical and Plumbing, Structural, Civil and cost estimation consultant work	\$27,664
3.3	Prepare for and conduct page turn of 50% Contract Documents including: Plans, Elevations, Sections, Refined Materials Palette, Details, and Sheet Specifications; incorporate client comments and deliver to cost estimator for refined cost model.	\$22,329
3.4	Create and submit 75% CD package to building department for plan check.	\$24,565
3.5	Assume one round of drawing revisions based on costing feedback	\$8,778
3.6	Complete Construction Document drawings including specifications.	\$30,056
3.7	QA/QC review	\$4,108

4.0	Bid Phase - 6 weeks	\$53,196
4.1	Assistance with creation of Bid Package, includes creation of Issue for Bid Drawing set incorporating Building Department comments; review of relevant documentation created by County for contractor pre-qualification process and Bid Process.	\$21,871
4.2	Review of contractor bid packages for general design intent adherence; attendance in up to (3) General Contractor interviews.	\$28,184
4.3	Attendance at (1) meeting with Client stakeholders to assist in General Contractor selection.	\$3,141
5.0	Permit Phase - 8 weeks	\$24,081
5.1	Submit demo permit drawings for County of San Mateo Building Department, including permit paperwork.	\$4,779
5.2	Submit permit drawings for County of San Mateo Building Department, including permit paperwork.	\$5,975
5.3	Assume (1) round of plan check comments from Building Department and (1) round of revisions by TEF for backcheck	\$13,328

6.0	Furniture Planning (concurrent with DD & CD phases)	\$115,211
6.1	Create furniture plans for up to (3) rounds of client reviews for furniture layout and design. Work with Client Group to evaluate options and work with up to (2) dealers to provide pricing. Includes up to (4) zoom meetings.	\$34,840
6.2	Up to (3) visits to furniture showrooms or installations for Client review and discussion.	\$14,009
6.3	Refine furniture plans and general specification of all new furniture. Prepare bid package(s) for furniture and bidding.	\$24,908
6.4	Coordinate details of furniture design with dealers/ manufacturers during manufacturing for adherence with design intent.	\$21,268
6.5	Provide up to (3) site visits during installation.	\$11,747
6.6	Provide one punch list and one back punch for furniture scope.	\$8,440
7.0	Construction Observation - 8 months assumed	\$158,964
7.1	Submittal and RFI review (up to 50 total)	\$83,980
7.2	Change order request review (up to 6 total COs to be reviewed)	\$20,467
7.3	Pay application review (up to 10 total pay apps)	\$6,708
7.4	Attendance at weekly OAC meetings; assumed to be on zoom; (1) meeting per month assumed to be on-site	\$25,407
7.5	Provide client with close-out documentation including cad plans.	\$7,010
7.6	Project Administration & Quality Review (QA/QC)	\$15,392
8.0	Reimbursable Expenses	\$2,000
	Total - TEF Fees	\$756,224

The Contractor's annual hourly rate schedule is as follows:

Title/Position	Hourly Rates		
	YEAR 1	YEAR 2	YEAR 3
Principal	\$325.00	\$338.00	\$351.52
Senior Project Designer	\$225.00	\$234.00	\$243.36
Senior Project Manager	\$225.00	\$234.00	\$243.36
Project Manager	\$205.00	\$213.20	\$221.73
Senior Architect/Interior Designer	\$205.00	\$213.20	\$221.73
Architect Level III	\$175.00	\$182.00	\$189.28
Interior Designer Level III	\$175.00	\$182.00	\$189.28
Arch Staff Level III	\$175.00	\$182.00	\$189.28
Arch Staff Level II	\$155.00	\$161.20	\$167.65
Architect Level II	\$155.00	\$161.20	\$167.65
Interior Designer Level II	\$155.00	\$161.20	\$167.65
Arch Staff Level I	\$125.00	\$130.00	\$135.20
Architect Level I	\$125.00	\$130.00	\$135.20
Interior Designer Level I	\$125.00	\$130.00	\$135.20
Technical Staff	\$115.00	\$119.60	\$124.38
Clerical Staff	\$100.00	\$104.00	\$108.16

Contractor will be paid upon satisfactory completion of services and receipt of invoice.

Amount and Method of Payment:

County shall pay Contractor based on the terms of the individually approved task orders under this on call agreement. The Contractor may have several task orders assigned by the County as part of this on-call agreement. Payment shall not be made for any work unless approved and authorized in advance by the County. Total compensation paid to the Contractor for all task orders assigned will not be greater than the NTE amount of the agreement and may be less than the NTE amount of the agreement. Since this is an on-call agreement, the number of task orders issued is indeterminate, the resulting total compensation paid to the Contractor may be significantly less than the NTE amount of the agreement. The Contractor's fee schedule rates shall not be adjusted unless approved through a contract amendment by the Contractor and the County. Invoice(s) may be submitted by Contractor according to progress achieved and recognized by the Department, for payment by the County thirty (30) working days from date of receipt, provided that the invoices are complete and absent errors and/or corrections as may be found upon review of invoice(s).

Reimbursable Expenses:

Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost, or as stipulated in Exhibit "B", Payments, upon submission of an expense report with backup documentation and County approval. Reimbursable expenses shall be included in the "not-to-exceed" cost proposals. Reimbursable expenses are defined as job-related expenses directly incurred by the Contractor in the performance of services provided

under the Agreement. These include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar, and travel expenses within a 50 mile radius from Contractor's office to the job site. Reimbursement for all other travel in connection with the project or task order shall be at the same rate granted to employees of the County and must be approved in advance and in writing by the County.

Invoices shall be submitted to the Department of Public Works at the completion of each billing period **clearly stating itemized tasks completed**. Payment will be made within thirty (30) days of receipt in the Accounting Division, a written itemized invoice identifying the Agreement number, complete scope of work, specific work completed, location of work, and breakdown of charges.

In any event, the total payment for services of Contractor shall not exceed **\$1,004,164**, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Remit invoices to:

County of San Mateo

Department of Public Works

Attn: Accounting Unit

555 County Center, 5th Floor

Redwood City, CA 94063

Email: dpw_accounting@smgov.org