

Agreement No. Resolution No. 078781(b)

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CAPITAL PROGRAM MANAGEMENT, INC.

This Agreement is entered into this 4th day of January 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Capital Program Management, Inc., 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 Contractor be retained for the purpose of on-call construction management services.

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
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

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 FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00). 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 the beginning of January 4, 2022, through, January 4, 2025.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Project Development Unit or 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 of Parties

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

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

a. 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.

b. 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.

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

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified 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.

d. 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.

e. 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.

f. 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.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

h. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Notices

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

In the case of County, to:

Name/Title: Adam Ely / Director
Address: 555 County Center, 2nd Floor, Redwood City, CA 94063
Telephone: (650) 295-3679
Email: aely@smcgov.org

In the case of Contractor, to:

Name/Title: Mike Wassermann / Principal
Address: 1851 Heritage Lane, Suite 201, Sacramento, CA 95815
Telephone: (916) 553-4400
Email: mike@capitalpm.com

18. 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.

19. 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.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement

amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

* * *

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

For Contractor: **Capital Program Management, Inc.**

DocuSigned by: <u>Mike Wassermann</u> 7923A3EC097E4DD... Contractor Signature	<u>03-Jan-2022 13:53 PST</u> Date	<u>Mike Wassermann</u> Contractor Name (please print)
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COUNTY OF SAN MATEO

By: Don Hruska Resolution No. 078781(b)
President, Board of Supervisors, San Mateo County

Date: March 22, 2022

ATTEST:

By: Phil Collopy
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide various services related to county capital projects and operations, as directed by the Project Development Unit or its representatives. The services may include, but are not limited to:

1. Design Services:
 - a. Manage cost estimates (hard and soft costs)
 - b. Assist Designer; gather and incorporate input from stakeholders
 - c. Review of building systems
 - d. Coordinate value engineering efforts
 - e. Conduct formal constructability reviews

2. Bidding Assistance:
 - a. Review bid documents for completeness
 - b. Stimulate subcontractor bid interest
 - c. Pre-qualify / Qualify bidders, including evaluation of bonds, insurance coverage and financial capability
 - d. Conduct of pre-bid conference
 - e. Manage response to requests for clarifications
 - f. Evaluate bid results and provide recommendations, If requested
 - g. Administer possible pre-purchase of long lead materials

3. Construction Management Services:
 - a. Work with Owner, Architect, Contractor and/or Subcontractors to clearly define roles and responsibilities during construction and develop a construction management plan
 - b. Provide administrative assistance to manager project related filing systems and documentation
 - c. Chair and conduct Owner meetings with Owner, Architect, and Contractor, and produce minutes from each meeting
 - d. Manage RFIs and submittal reviews to promote thorough and timely responses by the design team
 - e. Monitor that the project is on schedule and if not, review Contractor recovery plans, and make appropriate recommendations
 - f. Produce brief periodic status reports addressing schedule, RFI and submittal status, potential cost exposure and key action issues
 - g. Coordinate with Owner to establish notification procedures for any shutdowns of utilities for the progress of the work
 - h. Coordinate Owner work performed under separate contract, with Contractor to avoid hindering their progress
 - i. Coordinate the testing and inspection requests with the agency having jurisdiction or County testing and inspection consultant. Coordinate distribution of results to the appropriate parties and the project records
 - j. Review clarity of any Owner document changes prior to issuance and provide rough order of magnitude cost estimate when requested
 - k. Review for reasonableness, and make recommendations on change order requests from County contractors

- l. Maintain a change order log reflecting the status of each change order and the total cost of changes
- m. Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releasees. Make recommendation to County regarding payments to County contractors
- n. Help coordinate required inspections by the County and/or their consultants, including but not limited to the County's IOR and/or QA inspector
- o. Cooperate with all local and governmental agencies. Meet with them as required to assist Contractor and/or DBE coordination with a notification to agencies having jurisdiction for required Inspections and signoffs
- p. Manage building commissioning, if required, and help coordinate owner training if desired
- q. Monitor the creation and completion of the punch-lists by the Contractor
- r. Accept all contract required close-out items including as-built drawings, operation and maintenance manuals and warranties. Review and confirm all required close-out documents have been submitted to the County
- s. Review any potential claims, if any are received, and make recommendations to Owner
- t. Assist with resolving all contract issues, warranties, bonds, etc., at closeout of project
- u. Prepare a final closeout report with recommendation as to final payment, notice of completion and file system for retrieval of closeout documentation
- v. Assist the County and Contractor coordinate with all agencies having jurisdiction to obtain timely inspections and sign-off by said agencies to obtain occupancy permit
- w. Provide miscellaneous presentation support for County reporting and project updates

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:

Amount and Method of Payment

County of San Mateo Project Development Unit Schedule of Hourly Rates		2021	2022 (No Increase)	2023 (4% Increase)	2024 (No Increase)	
PIC	President	\$213	\$213	\$222	\$222	
	Vice President	\$213	\$213	\$222	\$222	
	Principal-In-Charge	\$213	\$213	\$222	\$222	
Program & Construction Management	Program Director	\$213	\$213	\$222	\$222	
	Senior Construction/Project Manager	\$213	\$213	\$222	\$222	
	Construction/Project Manager	\$189	\$189	\$197	\$197	
	Assistant Construction/Project Manager	\$164	\$164	\$171	\$171	
	Field Engineer/Program Coordinator II	\$145	\$145	\$151	\$151	
	Field Engineer/Program Coordinator I	\$104	\$104	\$108	\$108	
	Senior Estimator	\$189	\$189	\$197	\$197	
	Estimator	\$145	\$145	\$151	\$151	
	Senior Scheduler	\$189	\$189	\$197	\$197	
	Scheduler	\$145	\$145	\$151	\$151	
	Administrative Support / Clerical	\$62	\$62	\$64	\$64	
	Budget & Accounting	Director of Budget & Accounting	\$213	\$213	\$222	\$222
		Budget & Accounting Manager	\$199	\$199	\$207	\$207
Applications Specialist		\$189	\$189	\$197	\$197	
Senior Budget Analyst		\$189	\$189	\$197	\$197	
Budget Analyst		\$145	\$145	\$151	\$151	
Asst. Budget Analyst		\$109	\$109	\$113	\$113	
Contract Management	Director of Contract Management	\$213	\$213	\$222	\$222	
	Senior Contract Manager	\$199	\$199	\$207	\$207	
	Contract Manager	\$189	\$189	\$197	\$197	
	Contract Administrator	\$164	\$164	\$171	\$171	
	Assistant Contract Administrator	\$109	\$109	\$113	\$113	

Reimbursement Requirements

All reimbursements are on an actual cost basis without markup. When invoicing for reimbursement costs, back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on the tasks, and a description of the task ("Detailed Backup"). Use of subcontractors, with required authorization in writing, must also be provided in the "Detailed Backup" of invoicing services rendered.

County shall pay Contractor within 30 days upon receipt in County Accounting Department, of a written itemized monthly invoice identifying the Agreement number, location of work, specific work completed, and breakdown of charges.

The approved total not-to-exceed amount shall be FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00) over the two-year term of this agreement.

Invoices are to be submitted to:

pdu_invoices@smcgov.org

Project Development Unit
555 County Center, 2nd Floor
Redwood City, CA 94063

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: Sue Lockington

Name of Contractor(s): Capital Program Management, Inc.

Street Address or P.O. Box: 1851 Heriatage Lane, #210

City, State, Zip Code: Sacramento, CA 95815

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

Signature:

DocuSigned by:
Mike Wassermann
7923A5EC697F4DD...

Title of Authorized Official: Vice President

Date:

03-Jan-2022 | 13:53 PST

*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.

County of San Mateo – County Counsel Review Form

County Counsel must review and approve all contracts over \$200,000 and all contracts where changes are made to the standard contract templates before a contract is executed (for any amount). Review may also be requested for standard agreements under \$200,000. Departments should work with assigned County Counsel to develop their own processes for review and approval. Where review is required, the Department must document approval by County Counsel in some format. In such situations, the Department may use this form, may develop its own review form, or may attach an email or other correspondence to show County Counsel approval.

DATE: 1/3/2022

TO: Brian Wong

FROM: Adam Ely

SUBJECT: Agreement Review and Approval

Contractor Name: Capital Program Management, Inc.

Maximum Contract Amount: \$400,000

Rate of Payment: As set forth in Ex. B

No changes to standard agreement form

The following sections have been changed on the “standard” agreement:

Section No. and Title	Approved As Is (For County Counsel Use Only)	Modifications Required (For County Counsel Use Only)
20		Language reflects that prevailing wage only if applicable.

Modifications (*Specify modifications to be made below; use additional paper if needed*):

Please review vendor provided standard agreement attached. Please note that similar form was approved by Counsel waiver in past years.

Approve agreement/exhibits/attachments

Approve agreement/exhibits/attachments with modifications described above

Signature:



Date: 1/3/2022

PROPOSAL



Presented To:

County of San Mateo Project Development Unit
For On-Call Construction Management Services

PREPARED BY:

Capital Program Management, Inc.

November 30, 2021





COVER LETTER

November 30, 2021

County of San Mateo Project Development Unit
Sam Lin – Assistant Director
c/o Jennifer Orellana
555 County Center, 2nd Floor
Redwood City, CA 94063

Re: RFP for On-Call Construction Services for the County of San Mateo Project Development Unit

Dear Mr. Lin:

Capital Program Management, Inc. (CPM) is pleased to present our Proposal to the San Mateo Project Development Unit (PDU) to provide On-Call Construction Management Services. We are currently providing services for San Mateo County for projects such as phase 2 of the Memorial Park restroom replacement, Quarry Park Pump Track, Memorial Park lift station, and Sequoia RV Park. Recently completed projects include the Memorial Park Collection System phase 1 of the Restroom Replacement project, Redwood Village RV Park and other on-call services. In addition, CPM has almost two decades of experience working with San Mateo County Counsel including Mr. John Beiers, Mr. John Nibbelin and several others representing our mutual clients of Las Lomas Elementary School District, Hillsborough City School District, Woodside Elementary School District, and the Woodside Fire Protection District. We have a talent rich staff with diverse project backgrounds and feel our core strengths and expertise match up well with many of the fields and service categories indicated in your Request for Proposal (RFP).

CPM was founded in 1999 by four individuals with a wealth of program and construction project management experience serving public and private sector clients. Since then, we have successfully implemented well over \$1Billion of projects for clients throughout the state with excellent client references. We currently employ 29 people in two offices, all experienced in the management of public agency capital outlay building programs. We are in the process of opening an office in San Mateo County which we plan to have operational in the near future.

A fundamental CPM principle is our willingness and ability to assist our clients on an "on-call" basis as an adjunct to staff. We enjoy being in this supporting role, and we can fulfill the tasks you are seeking in a collaborative manner. CPM is an industry leader in providing unbiased owner representation which best exemplifies our commitment to drive value into every project through planning and collaboration.

We are confident that our firm has the expertise and resources available to assist the County of San Mateo PDU. As a founding partner, I will personally be involved in overseeing all projects assigned to CPM and ensuring that our high quality standards and customer satisfaction are met in a cost effective manner to provide value for the County. Thank you for the opportunity to submit our qualifications and we look forward to having the opportunity to work with you.

Sincerely,

Mike Wassermann, AIA, LEED-AP
Vice President/Principal-In-Charge, Primary Contact & Authorized Representative of CPM
mike@capitalpm.com

****Mike Wassermann is an official authorized to execute legal documents for the proposer.***

1851 Heritage Lane, Suite 210 - Sacramento, CA 95815 - (916) 553-4400



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(1) QUALIFICATIONS AND EXPERIENCE

1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.

CPM BACKGROUND & QUALIFICATIONS

Capital Program Management, Inc. (CPM), a privately owned firm, was founded in 1999 by four individuals who share over 80 years of combined program and construction project management experience serving public and private sector clients. **CPM employs 29 individuals in 2 offices, including 5 principals, and 4 associate principals;** all experienced in the management of public agency capital outlay programs.

CPM specializes as an Owner's Representative in planning and executing capital improvement projects for clients including California public K-12 school districts, Cities, Counties, and Healthcare. CPM's services range from program-wide management to our discrete specialty services such as: comprehensive project and program budget management including cash flow analysis, construction management, technology and low voltage planning and implementation, preparation of performance audits, and facility design standards / master specifications.

CPM comprises four integrated practices to support its clients' consulting needs, including:

- The original planning and [program / project management practice](#), is rooted in California K-12 school and community college districts, with public works and institutional facility projects of all types, including master planning.
- The [construction management practice](#), with a combined experience of over 50+ years, CPM provides these services and ensures that each project is delivered with the highest quality of management expertise; on time, within budget and safely, with minimal disruption to community and staff.
- The [budget and accounting practice](#), started in early 2000 in response to a large client's need for forensic accounting, budgeting, budget and expenditure tracking, and reporting to its Board and Citizens' Oversight Committee. This practice serves our clients with combined capital outlay budgets of nearly two billion dollars. In its history, the practice has accounted for several billion dollars of capital outlay expenditures.
- The [technology practice](#) started in 2002 in response to a client's need for unbiased (i.e., non-vendor connected) third party consulting on its building technology systems. This practice supports our clients' design and project management needs in the eight common low voltage systems and several other not-so-common found in modern facilities.

CPM has earned its excellent reputation and client references through our high integrity, dedication, efficiencies, and professional services that add value. We do this by leveraging our over 22-years of experience providing construction management services to public entities throughout California. We believe in providing only the best personnel to staff our projects and pride ourselves on our ability to attract and retain top talent. We are very focused on providing training through the CPM Academy that allows us the ability to incorporate lessons learned into our vetted protocols and procedures. Our dedication to our employees and our clients is the key to our success. We look forward to the opportunity to demonstrate how our proposed staff will work effectively with the County of San Mateo Project Development Unit (PDU).



PROFESSIONAL SERVICES PROVIDED BY CPM

- *ON-CALL CONSTRUCTION MANAGEMENT SERVICES*

Provide various construction management services on an “on-call” basis. Construction management is the management of the out-to-bid and award through construction and close-out phases of a project. Services include reviewing and assigning delivery methods for each project, budget and cost tracking, construction administration duties, punchlist coordination, staff training and commissioning coordination.

- *ON-CALL PROJECT / PROGRAM MANAGEMENT RESOURCE*

Provide various program management services on an “on-call” basis. Services include performing constructability reviews, establishing design standards, taking the lead in the blind bid opening process, and guiding clients through the delivery method selection process and the resulting request for qualifications/proposals, evaluation, interview and selection process.

- *BUDGET AND ACCOUNTING*

Research and development of budgets at the level of individual projects, as well as the entire capital outlay program. Assignment of appropriate contingencies and allowances for cost escalation and other unforeseen eventualities.

Implementation of a system for tracking all budgets and expenditures associated with both individual projects and the overall program. Development of appropriate interface with agency fiscal accounting system. Development of reports for management, governing boards, oversight committees, and outside auditors.

- *STRATEGIC PLANNING*

Analyzing client’s goals with respect to renovation and new construction, including anticipated growth and funding eligibility. Developing, analyzing, and comparing various long-range strategies for financing and implementing a capital outlay program. Examples might include analyzing short and long-term cash flow needs, projecting impact of inflation vs. interest cost in timing of projects, and comparison of renovation vs. new construction, etc.

- *CONDITION ASSESSMENT/NEEDS ANALYSIS*

Examination of existing facilities and evaluation of their condition; comparison of space needs to space available, and assessment of programmatic requirements. Estimating cost to repair/renovate/reconfigure existing space for desired use.

- *FACILITY MASTER PLANNING*

Analyze facilities condition assessments, demographic information and growth projections. Meet with City, County, Developers and other agencies that may have influence or impacts to our client’s facilities. Study planned developments that may produce impacts to existing and future projects. Formulate design committees with stakeholders and conduct design charrettes. Facilitate community and staff meetings to create and explore all possible options and viability of those options to yield the best possible facility master plan. Analyze results from meetings and formulate a written report with findings and development of the facilities master plan.



- *PROJECT SCOPE DEVELOPMENT*

Identification and adoption of priorities to guide spending, followed by assessment of needs and development of appropriate scopes of work and building program for individual projects following the priorities and budget constraints.

- *IMPLEMENTATION PLANS*

Preparation of a plan to guide the execution of a capital outlay program over its duration. Incorporates results from master planning and needs assessment, and includes scope, budget, and schedule development. The resulting document acts as a “road map” to guide the efforts of design teams, construction teams, owner staff, and other consultants throughout the program.

- *CONSTRUCTABILITY REVIEWS*

Preparation Review plans and specifications during development and prior to bid for compliance to design programmatic requirements, client’s standards, interdisciplinary coordination, and errors and omissions. Back-check plans and specifications with A-E to ensure that all items have been properly addressed to produce accurate bids, minimize change orders, construction delays and claims.

- *FACILITY DESIGN STANDARDS AND MASTER SPECIFICATIONS*

Development of program-wide product system, design and document standards to conform design team’s work to a uniform standard. Development and maintenance of master specifications to conform the construction contracts to a uniform standard of materials, system operations, and installation techniques.

- *TECHNOLOGY PLANNING AND IMPLEMENTATION*

Implementation of new technology usually succeeds or fails based not on the quality of the technology itself, but rather on the quality of forethought and planning around the actual use of the technology.

Our Technology Planning and Implementation Practice brings the facility’s key users and IT staff together to develop a master plan and an implementation road map that best meets our clients’ operational objectives, support capacity, and program budget.

Technology planning services may include:

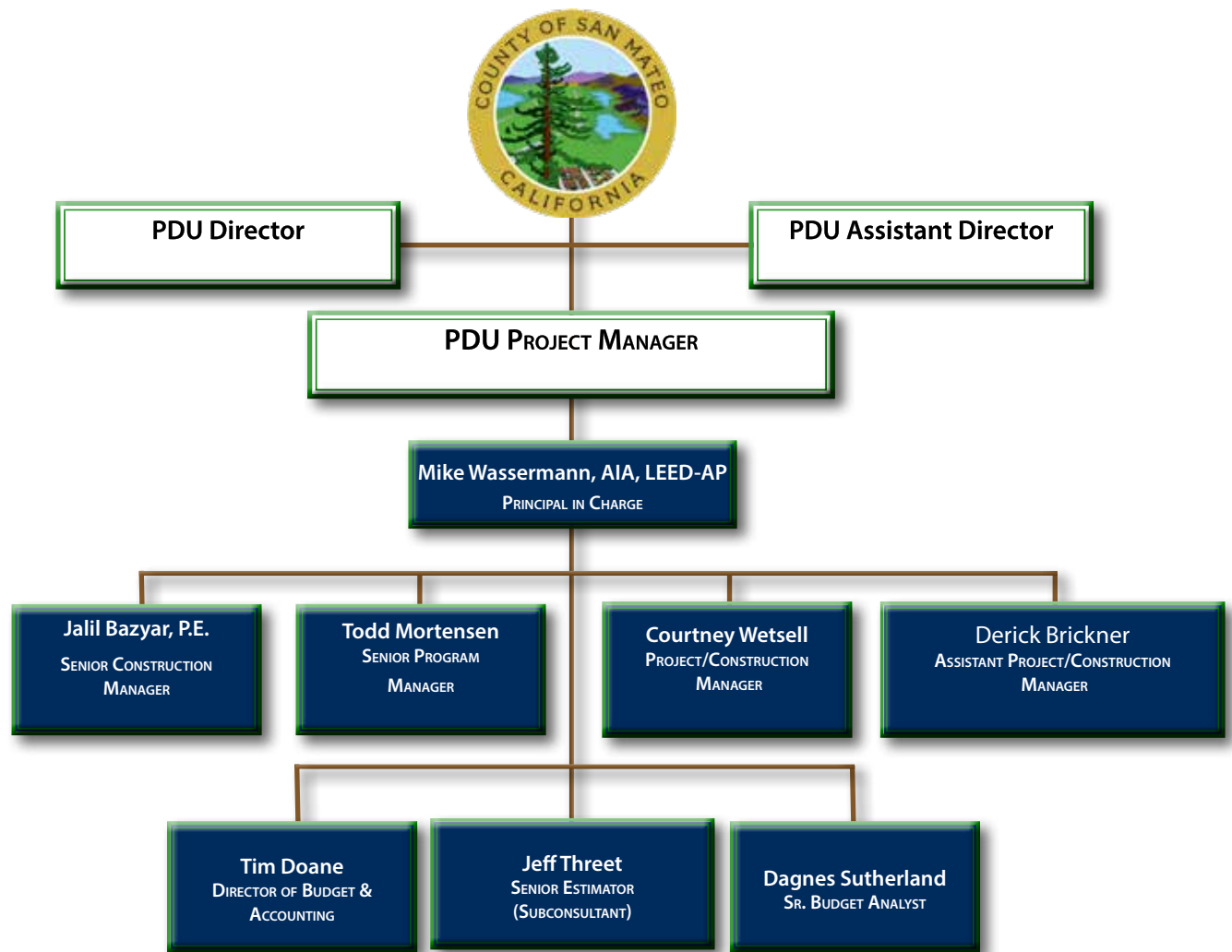
- Establishing client goals
- Assessing current technology infrastructure
- Creating an integrated program schedule, budget and funding plan
- Developing training, equipment and service standards
- Establishing support team roles and responsibilities

Technology implementation services may include:

- Developing a specific execution plan
- Designing, procuring, and delivering new technology infrastructure



ORGANIZATIONAL CHART





2) How many full-time employees (FTEs) are you capable of assigning if you are selected?

CPM proposes the following personnel to ensure all components of the County of San Mateo Project Development Unit's desired services and needs are met:

Key CPM Staff Available to the County of San Mateo Project Development Unit:

1. Mike Wassermann, AIA - Vice President/Principal-in-Charge
2. Jalil Bazyar - Senior Construction Manager
3. Todd Mortensen - Senior Program Manager
4. Courtney Wetsell - Project/Construction Manager
5. Derick Brickner - Assistant Project/Construction Manager
6. Tim Doane - Director of Budget & Accounting
7. Dagnes Sutherland - Senior Budget Analyst

Subconsultants:

Stone Creek Engineering, LLC

1. Jeff Threet - Senior Estimator

CPM would like to propose the services of Jeff Threet on an as-needed basis.

3) How many people in total are employed by your company? Delineate between employees and consultants.

At CPM, we are committed to hiring people who can best empathize with the needs of our clients. By ensuring that we populate our staff with the most experienced and knowledgeable design-side, construction/contracting-side, technology-side and client-side experience, we can address a challenge from all appropriate angles. With this level of diversity, we work as a team to make the most complex activities seem simple. We would make this talented group of individuals available to the County, as needed. Resumes of our additional staff are available upon request.

(29) Total employees, at least half of which are experts in their field, including:

- (4) Licensed Architects
- (1) Principal with CSI and LEED-AP Certifications
- (2) Principals with IPD/Lean Certified Specialist
- (1) Technology Integration Specialist with RCDD Certification
- (2) Senior Budget/Accounting Specialists
- (2) Contracts Specialists
- (1) Certified Access Specialist (CASp)

4) If applicable, list the professional qualifications for every individual(s) that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

The resumes for the proposed individuals are on the pages to follow.



MIKE WASSERMANN, AIA, LEED AP

PRINCIPAL IN CHARGE



Mike Wassermann has devoted his entire career to the planning, design, and construction of projects for clients throughout California, including K-12 schools, counties, and special districts. Throughout his career he has gained experience in all facets of design and construction, from initial bond planning through construction closeout on a large variety of projects. His expertise lies in program management including: master planning, condition assessments, implementation plans, facility and technology design standards, educational specifications, State funding, California Department of Education (CDE), Office of Public School Construction (OPSC), Division of the State Architect (DSA), California Environmental Quality Acts (CEQA), Department of Toxic Substance Control (DTSC), California Energy Commission (CEC), California Geological Survey (CGS), consultant selection, contract negotiations, team building, and overseeing the work of design professionals, contractors, and a wide variety of consultants. Mike is also expert in construction management, public bidding, alternative delivery methods, plan reviews, claims avoidance, and resolution. As a LEED accredited professional, his passion is for sustainable building design with an emphasis on energy savings.

Mike has experience with many building types such as Schools, Office Buildings, Fire Stations, Multi-Family Residential, and Parks.

CPM TEAM MEMBER SINCE 1999

INDUSTRY EXPERIENCE: 25+

EDUCATION / CERTIFICATIONS

Bachelor of Arts degree in Architecture from University of California, Berkeley, December 1987

California Licensed Architect #C23967

LEED Accredited Professional in Building Design and Construction

Association of California Construction Managers (ACCM)

PROFESSIONAL RECOGNITION

Commendation from County of San Mateo Board of Supervisors January 2020

PROFESSIONAL MEMBERSHIPS

Member of the American Institute of Architects (AIA)

Member of the Construction Specification Institute (CSI), prior Board member

Member of the United States Green Building Council (USGBC)

NOTABLE PROJECT EXPERIENCE

San Mateo County – Department of Housing

Capital Program Management was selected by the San Mateo County Department of Housing through recommendations from County Counsel. Over the past 20-years' Mike has worked with many common clients as County Counsel. When the need arose for the best possible project management firm, DOH hired CPM. The project was the Redwood Village in Redwood City and was the result of 3-years of litigation to reconstruct the existing facilities and provide new affordable housing. This was a very complex project with many attorneys and Judge overseeing the work by CPM for compliance with the Settlement Agreement. The scope of work included abatement, demolition, replacement of all underground infrastructure, and construction of new "tiny homes". He received a Certificate of Commendation from the Board of Supervisors for CPM's outstanding work.

San Mateo County – Department of Parks

Capital Program Management was selected by the San Mateo County Department of Parks through recommendations from County Manger's Office due to the outstanding job performed for the Department of Housing. CPM is working on three separate projects for Parks. 1) Replacement of seven restroom buildings in Memorial Park. This is a Design Build project that is currently under construction; 2) The replacement of the collection lines in Memorial Park. This is a infrastructure only project. The scope includes replacement of miles of sewer lines and reconstruction of a bridge to accommodate new pipe elevations; 3) Range Housing Pilot project. This project scope includes developing building pad areas with infrastructure within existing Parks and construction of new "tiny homes".

Las Lomitas Elementary School District, Menlo Park, CA

Capital Program Management was selected by the LLESDD to be their owner's representative to assist with resolving over 200 disputed change order items valued at over \$5M. Through the excellent work performed by CPM, the District hired CPM to run the remaining \$58M bond program. As Program Director, Mike is currently leading a team in the development of the program implementation plan. This work included condition assessments, community meetings, master planning, development of program budgets, schedule planning, logistical planning, and prioritization of schedule and scope. Mike will be overseeing the execution of the implementation plan that includes Board reports, Citizens' Oversight Committee reporting, professional services selection and contract negotiations, oversight and coordination of design professionals, oversight of the construction management team, tracking all program expenditures, and assisting with problems that may arise.



JALIL BAZYAR, P.E.

SENIOR CONSTRUCTION MANAGER



INDUSTRY EXPERIENCE:
39+ YEARS

EDUCATION / CERTIFICATIONS

Bachelor of Science, Civil Engineering, Mississippi State University, 1980

Registered Professional Engineer in State of California, Civil, C 70799,

Licensed Contractor, General Building and C-21, License # 590222

Qualified SWPPP Developer (QSD), C 70799

Qualified SWPPP Practitioner (QSP), ID 25756

TECHNICAL SKILLS

Highly Skilled in:
Program Management
Estimating
Complex/Detailed Scheduling

With over 39 years of industry experience working in the private and public sector, Jalil has successfully managed a variety of projects ranging from K12, community colleges, hospitals and public works.. As a registered professional engineer and having graduated with a degree in Civil Engineering, Jalil has proven expertise as an Estimator and Program Manager, coordinating, and supervising field operations ensuring work activities are being performed in accordance with plans and specifications. Jalil provides conceptual and hard dollar estimates, scheduling, plan and specification reviews, change order analysis and contract negotiations.

CPM EXPERIENCE

Las Lomas Elementary School District, Menlo Park, CA

Jalil is involved with plan contractibility and specification review, cost estimates and bid review, value engineering, review and analysis of the contractor's progress schedule, responsible for on-site construction management, conduct weekly meetings, processing changes orders, payment applications, proposal requests and project close-out responsibilities. Jalil also attends meetings with the District's Superintendent and CBO and interacts with the MOT team.

Woodside Fire Protection District, Woodside, CA

Jalil is involved with plan and specification review, cost estimates, review and analysis of the contractor's progress schedule, responsible for on-site construction management, conduct weekly meetings with general contractor and architect, review and processing of T&M tags, change orders, payment applications, and proposals. He attends meetings with the Fire District's Chief and Staff. He also communicates and holds meetings with project managers, safety and security staff at the SLAC National Accelerator Laboratory.

Lafayette School District, Lafayette, CA

Jalil has been involved with modernization of one District Office Building, ordering of and overseeing the delivery of furniture. He also is involved with construction management for the installation of three shade structures and related ADA improvements. He conducts meetings with the District's Superintendent, CBO and MOT manager.

PRIOR NOTABLE EXPERIENCE

Senior Project Executive 1996 – 2021 RGM and Associates/RGM Kramer Inc, Concord, CA

Responsibilities:

- Interface with Owner and architect from pre-design phase, schematic, design development to contract documents phase
- Review codes/constructability as well as progress schedules
- Cost estimates, bids, and value engineering
- On-site construction management, processing change orders, payment applications, submittals, and proposal requests. Conduct weekly meetings and Owner's close-out responsibilities
- Prepare and present School Board and Bond Oversight Committee Presentation

PROGRAM AND CONSTRUCTION MANAGEMENT EXPERIENCE:

- Senior Program/Project Executive Manager – Lafayette School District – Modernization/New Construction - \$70M Bond Program
- Senior Project/Construction Manager – Contra Costa Community College District - Multiple Modernizations and Football Stadium Reconstruction - \$38M
- Senior Project Manager – Modernization - Berryessa Union School District - \$10M



CPM TEAM MEMBER SINCE 2007

INDUSTRY EXPERIENCE: 18 YEARS

EDUCATION / CERTIFICATIONS

Bachelor of Science Degree
Construction Management
Brigham Young University,
2003

Todd Mortensen has spent the past 18 years working in construction and construction/project management in the private and public sector. He currently provides program management services for the Las Lomitas Elementary School District working in conjunction with district staff, architects, construction managers and various consultants. Todd assists CPM's Principal for each client's capital outlay program outlined below.

CPM EXPERIENCE

Las Lomitas Elementary School District, Menlo Park, CA

Involved in dispute resolution as a representative of the District to settle outstanding claims as well as managing the closeout of the disputed project including punch list completion, as-builts, financial close out and O&M documentation. Todd also wrote an Implementation plan for the remaining \$60M of renovation work on the current Bond. Work includes collaborating with a Facilities Committee, Board Members, M&O Directors, A/E teams and District Leadership to determine scope, schedule and budgets for upcoming work. He is also involved in the planning and implementation of the low voltage systems, such as the data network and wireless upgrades, a new phone system and classroom technology AV systems.

Long Beach Unified School District, Long Beach, CA

\$1.2 billion capital outlay program. Responsibilities included conducting assessments of low voltage systems and analysis of the District telecommunications systems. Other duties included facilitating staff and vendors, creating specifications, procurement of the specified classroom technologies, coordinating on current construction sites with supervision of the delivery of this technology into the new sites, infrastructure coordination with the District and consultants, monitoring and maintaining schedules, approving submittals, facilitating requests for Information (RFI), change order control, coordination with multiple contractors and conflict resolution during construction.

Bonita Unified School District, San Dimas, CA

\$90 million capital outlay program. Duties included overseeing design phase process, project scheduling, constructability review, scope confirmation for 10-school modernization program and implementation of construction. Design and implementation of the District's technology/low voltage systems for modernization projects. These systems included: telecommunications, campus security monitoring, intrusion alarm, data, digital video media, intercom/clocks/bells, and general media-based systems. Todd was responsible for condition assessments, low voltage design, specifications, infrastructure coordination with the District and consultants, general contractors, monitoring and maintaining schedules, bidding, approving submittals, facilitating Requests for Information (RFI), change order control, processing of pay applications, coordination with multiple contractors and conflict resolution during construction.

OTHER NOTABLE EXPERIENCE

Pilot Engineering, Project Manager San Bernardino Community College District, San Bernardino County

\$3.5 million Applied Technology Training Center. Managed the construction as a construction manager over a single prime contractor. Performed constructability reviews, wrote bid documents, general condition and bid schedule. Directed all construction meetings, as well as owner meetings, providing project updates and coordination of items with the client.



COURTNEY WETSELL

PROJECT/ CONSTRUCTION MANAGER



CPM TEAM MEMBER SINCE 2021
INDUSTRY EXPERIENCE: 19+ YEARS

EDUCATION

Bachelor of Science
Construction Management,
Minor: Business Administration
California State University,
Sacramento, 2012

MILITARY SERVICE

United States Army; 1996-1999
Specialist- 19D Cavalry Scout;
7th Cavalry; 1st Cavalry Division

As a calculated and methodical problem solver with 20+ years in the construction industry, Courtney partners his field experience with project management principles to ensure successful delivery of budget and schedule. With an unending team-oriented approach, Courtney skillfully navigates the balance between leveraging opportunities and mitigating risk in the Owner's best interest.

CPM PROJECT EXPERIENCE

As a fairly new member of the CPM team, Courtney has quickly adapted his style to the CPM 'way', assisting Mike Wassermann and Jalil Bazyar with San Mateo County Department of Parks projects, specifically the Quarry Park Pump Track and the Restroom Replacement project at Memorial Park. He is also involved with the Woodside Fire Protection District, assisting with the furniture, fixture and equipment relocation and procurement for Fire Station #7 and its interim facility.

OTHER NOTABLE EXPERIENCE

MarketOne Builders – Project Manager/ Estimator

- Estimating, pre-construction, project buyout, project management
- Managed finances for projects ranging from \$50,000 to several million dollars
- Oversaw multiple projects at a time, created and maintained all construction schedules.
- 100% of all managed and estimated projects were profitable

Ascent Builders – Project Engineer

- Assisted in project management of projects in healthcare, commercial, industrial & hospitality industries ranging from \$1,000,000 to \$7,000,000
- Reviewed and processed submittals and RFI's, organized and tracked submittals
- Analyzed changes to contract documents and managed multiple sets of construction documents

The Boldt Company – Project Engineer Intern- Sutter Women's and Children's Center

- Implemented and managed a schedule of continuous OSHPD inspections
- Reviewed and processed submittals and RFI's; organized and tracked submittals
- Analyzed changes to contract documents and managed multiple sets of construction documents



DERICK BRICKNER

ASSISTANT PROJECT/CONSTRUCTION MANAGER



CPM TEAM MEMBER SINCE 2021

INDUSTRY EXPERIENCE: 8 YEARS

EDUCATION / LICENSES

Project Management
Certificate Program, California
State University, Sacramento
2014

Master of Business
Administration in Finance,
California State University,
Sacramento, 2011

Bachelor of Science in Business
Administration, International
Business, Emphasis in Finance,
California State University,
Sacramento, 2007

ADDITIONAL INFORMATION

Deans honor list multiple
semesters – California State
University, Sacramento

Superior Accomplishment
Award, California State
Lottery, For development and
implementation of the
Facilities Master Plan program

Languages: English, Spanish

Derick has a talent for aligning organizational objectives with established business processes to achieve maximum project impacts with minimum resource expenditures. Results-focused leader with expertise spanning strategic planning, program planning, implementation, risk management, scope, schedule and budget tracking, process improvement, cross-functional team leadership, complex problem-solving, and construction management.

CPM EXPERIENCE

Vacaville Unified School District, Vacaville, CA Assistant Project Manager

As assistant program manager, Derick's responsibility is to assist the team in representing the Owner's interests during the planning, design, construction, and closeout phases of its capital improvement projects. Derick's duties also include involvement in facilitating community and user group meetings to establish planning, scoping and scheduling priorities, preparing condition assessments, bidding, facility impact coordination, and managing construction projects on occupied sites. Other duties include coordination with the California Department of Education (CDE), Division of State Architect (DSA) and Office of Public School Construction (OPSC) during the design and closeout of projects.

OTHER NOTABLE EXPERIENCE

California State Lottery – Operations Division, Facilities Services Section Chief

- Oversaw last remaining Facilities Master Plan program projects to ensure achievement of leased-to-owned facilities model which reduces long-term cost and ensures stability/functionality of operations.
- Direct the extensive remodel of the Lottery's 60,000+ square feet Northern Distribution Center.
- Supervise business units including Facilities Administration, Facilities Development, Engineering and Maintenance, and Custodial, including the activities of 23 staff.
- Optimize the development, management, maintenance, and operation of the Lottery's 12 statewide facilities, consisting of approximately 390,000 square feet of office and warehouse.

California State Lottery – Operations Division, Facilities Development Manager

- Devised the Facilities Master Plan program and strategy for developing new facilities statewide; met project goals of obtaining a minimum LEED Silver certification and designing buildings to achieve zero net energy consumption/production; ensured alignment with Governor's Executive Order B-18-12.
- Bridged communications across the Contract Development Services department to facilitate procurements for the suite of contracts needed to execute the master plan.
- Oversaw program budgeting, accounting, schedules, status reporting (schedule, scope, and budget), and resource forecasting for budgeting and business planning purposes.



TIM DOANE
 DIRECTOR OF BUDGET & ACCOUNTING



Tim Doane has over 35 years' experience in the project, technology and accounting management fields. In the budget and accounting arena, his areas of expertise include job cost accounting, cash flow projections, budget analysis and internal controls. Tim's technology experience includes implementation of computerized accounting systems, software integration, network design, conversion and administration. Tim is responsible for oversight of the Budget and Accounting department, quality control, establishment of protocols and procedures to ensure integrity of data and adherence to audit standards, business development, software maintenance and customization, systems integration and product enhancement.

NOTABLE PROJECT EXPERIENCE

Vacaville Unified School District, Vacaville, CA

\$194 million local bond program spanning 15 years. Responsibilities include developing comprehensive project and program budgets, modeling project construction schedule to determine estimated construction escalation costs and developing Cash Flow analysis' based on bond issuance schedule. Responsibilities also include preparation of the District's fiscal year budgets for the Facilities bond program, reconciling the Bond fund balance, periodic presentations to the Citizens' Bond Oversight Committee and implementing procedures to facilitate effective communication and document flow. Responsibilities also include working with the CBO in the preparation of the annual Work-In-Progress report and Asset addition worksheets

Davis Joint Unified School District, Davis, CA

As of January 2019, Tim has been responsible for the implementation of CPM's Master Program Workbook (MPW) assisting the District with analyzing its financial status. Responsibilities include customizing the MPW for the Measure M Bond Projects, assisting the District with the preparation of cash flow analysis and projected escalation cost calculations as needed, developing internal accounting processes and procedures to ensure the ongoing integrity of the MPW, assisting the District with the preparation of customized reports to be provided to the Citizens' Bond Oversight Committee (CBOC), as needed, and making quarterly presentations to the CBOC.

Lafayette School District, Lafayette, CA

\$69 million Bond Program. Responsible for the implementation of CPM's Master Program Workbook (MPW), a comprehensive multi-worksheet Excel Workbook used to track project budgets, expenditures and contracts for small to medium-size Bond Programs. Responsibilities include working with the Director of Facilities developing initial project budgets, preparing cash flow scenarios based on construction schedules and overseeing the day to day financial operations of the Bond Program. Also responsible for designing data export/import routines to facilitate the sharing of financial data between the District's fiscal accounting system and the Master Program Workbook and assisting staff with the reconciliation of expenditures and fund balance.

San Ramon Valley Unified School District, San Ramon, CA

\$264 million renovation and new construction program which includes funding from various sources, including a \$260 million local bond. Director level oversight of the financial activities of the District's Capital Program. Responsibilities include preparation and presentation of financial reports for the District's facilities bond oversight and advisory committee(s). Responsibilities include reconciling expenditures to audit reports and the development of various process and procedures to ensure compliance with state requirements governing Proposition 39 authorized bonds.

CPM TEAM MEMBER SINCE 2004

INDUSTRY EXPERIENCE: 35+

EDUCATION / CERTIFICATIONS

C.A.S.H. School Facilities Leadership Academy, graduating class of 2011

Associate of Arts Degree in Business Administration, 1979

Certified Installer Great Plains Software

System Manager Certificate Novell

System Operator Certificate Hewlett-Packard Training Center

QICBASIC Programming Certificate Project Date Systems

PROFESSIONAL MEMBERSHIPS

Coalition for Adequate School Housing (C.A.S.H.)

California Association of School Business Officials (CASBO)



CPM TEAM MEMBER SINCE 2015

INDUSTRY EXPERIENCE: 19+

EDUCATION / CERTIFICATIONS

Cornell University, Ithaca, NY
Policy Analysis, 1994-1996

Dagnes R. Sutherland has worked for privately owned organizations focused on California public works projects for over 19 years. Dagnes applies her attention to detail, thoroughness, and organizational skills through her work.

CPM EXPERIENCE

Vacaville Unified School District, Vacaville, CA

\$194 million Modernization and New Construction Program

Responsibilities include budget maintenance, expenditure tracking, invoice due diligence, purchase order reconciliation, and annual WIP preparation. Budget and Accounting services are provided for projects with multiple funding sources including General Obligation Bonds, Proposition 39, and Developer Fees. Duties also include report preparation for the District's Citizens' Oversight Committee and government agencies as well as assisting the project management team with purchase order requests, review and tracking of T&M charts, and drafting of change orders.

Center Joint Unified School District, Antelope, CA

\$7 million Renovation Program

Responsibilities include purchase order reconciliation, contract and expenditure tracking, and invoice due diligence. Budget and Accounting services are provided for projects with multiple funding sources.

Mariposa County Unified School District, Mariposa, CA

\$24.1 million Renovation and New Construction Program

Assist with Budget and Accounting services for the bond program. Responsibilities include expenditure tracking, invoice due diligence, and assistance to the project management team with review of T&M charts, purchase order requests, and drafting of change orders.

NOTABLE PRIOR EXPERIENCE

Cook Brown, LLP – Client Services Representative, Sacramento, CA.

Cook Brown LLP represents contractors in legal matters and works to ensure compliance with public works regulations. Responsibilities included financial reporting for insurance matters, analytic review of client matters such as certified payroll compliance, and assist with management of client services.

Bollo Construction, Inc. – Controller's Assistance, W. Sacramento, CA.

Bollo Construction, Inc. was a public works general contractor that specialized in school modernizations. Responsibilities included contract management for public works projects including certified payroll compliance for the company and all tiered contractors, purchase order reconciliation, safety monitoring, and assist with management of contract submittals and closeouts.



JEFFREY D. THREET, MSCE, PE, LEED AP, CPE, PRESIDENT
SENIOR PROJECT ESTIMATOR

STONE CREEK ENGINEERING, SUB-CONSULTANT



Address

1167 Saint Croix Way
Manteca, CA 95337

Phone

408.489.8853

Website

www.stonecreekengineering.com

Total Years of Experience

19

Education and Professional Registrations

Stanford University, Palo Alto, CA, Master of Science: Civil Engineering
Construction Management/Structural Engineering, 2003

San Jose State University, San Jose, CA, Bachelor of Science: Civil Engineering, 2002

Licensed Professional Civil Engineer, CA # C 66114

Certified Professional Estimator, ASPE 2012

LEED Accredited Professional - Legacy 2003

PROFESSIONAL BACKGROUND

Jeffrey D. Threet is a licensed civil engineer in the State of California, a Certified Professional Estimator, and a LEED Accredited Professional (Legacy). He has been in the construction industry for 18 years and has worked in a number of different facets and capacities in the industry including Engineering, Municipalities, General Contracting, Estimating, Project Management, and Program Management. His estimating background includes over \$10 billion in commercial and residential construction work in sectors such as: K-12 Education (public and private), Community College, Universities (public and private), Healthcare, Senior Housing, Municipal/County Facilities, Retail, Non-Profit, and Corrections/Justice Facilities.

PROJECT SPECIFIC RESPONSIBILITY

Mr. Threet will lead the cost estimating efforts for Stone Creek Engineering, LLC. He will work closely with the entire team as needed through each phase of the project to validate difficult Change Orders, and provide a series of successively refined estimates as the project scope is clarified to assure that the project remains within the budget parameters. Mr. Threet has assisted numerous clients in planning of their long range goals. His expertise is the capturing of total construction cost through a collaborative approach between architect, maintenance and facility managers.

NOTABLE PROJECT EXPERIENCE

- San Mateo County Parks - Cost estimating during design and change order review during construction - Wastewater collection system improvements: \$1.4M
- Woodside Fire Protection District – Cost estimating during design - Station 7 project, demolition of existing fire station facility and construction of new facility: \$17.3M
- City of Roseville- Cost estimating during design - Louis-Orlando Transfer Point Improvements Fire Station, Demolition of existing bus station facility and construction of new facility: \$163,000
- California State Lottery – Cost estimating during design - Construction of a new distribution center building with offices and parking lot: \$6.2M
- City of Stockton –Cost estimating during design - Repair and reconstruction of Southeast Branch Library after water intrusion damage: \$1.3M
- County of Tehama - Cost estimating during design - Conversion of an existing abandoned warehouse into Tehama County Library: \$4.5M



(2) PHILOSOPHY AND SERVICE MODEL

This section describes your philosophy and service model for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and staff monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

1) Describe how you will fulfill the needs of the County described in this RFP. Attach a project plan, if appropriate.

Although we are capable of providing complete Owner Representation, Program, Project and Construction Management services, we believe that CPM would best fulfill the County's Project Development Unit needs by providing specialty services that may be required to help augment the County's staff and other consultant companies. CPM's business model of being an hourly consultant allows us to work as an adjunct to staff on an on-call basis to provide expertise in many areas. We have a proven track record of performing special needs for our clients such as facility standards, programing, implementation planning, constructability reviews, value engineering, dispute resolution, feasibility studies, special reports, studies, investigations, strategic planning, protocols, budget and accounting, technology, and many more services to help ensure the County's successful project implementation.



CPM is able to provide a large variety of special services for the County through our diverse staff and superior training program. Our staff consists of individuals with a wide range of backgrounds construction professionals such as architects, engineers, contractors, construction managers, and accountants. At CPM we are committed to hiring people who can best empathize with the needs of our clients. By ensuring that we populate our staff with the most experienced and knowledgeable design-side, construction/contracting-side, technology-side and client-side experience, we can address a challenge from all appropriate angles. With this level of diversity, we work as a team and create extensive protocols and checklists for all our project activities. These are extremely useful tools that can be used for backup coverage in the event an employee is absent. Our staff are trained on these protocols and a host of related topics. CPM has instituted an in-house program, the CPM Academy, a structured training program with a broad range of topics. All employees are welcome to attend these trainings which are scheduled for one hour twice a month. CPM believes strongly in reviewing lessons learned across all projects, and these are discussed at each staff meeting held monthly. We have developed a resource of "on the bench" activities from which we pull in the event there is a lull between projects.

Further, CPM is an approved agency of the State of California Department of Justice to receive Criminal Offender Record Information, and all our staff are fingerprinted, cleared and monitored.





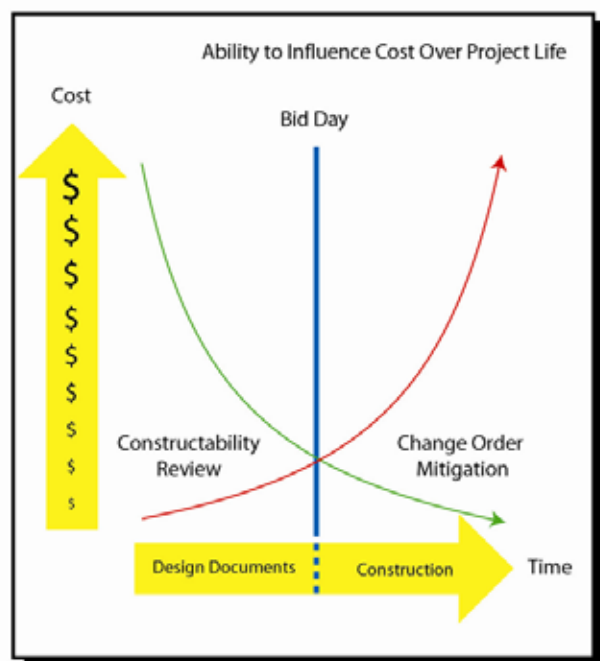
2) Identify how you will meet the requirements of the scope of work and related requirements stated in the RFP. List any items that you cannot provide.

One of CPM's keys to success is our management style. Simply put, we work well with others. We are team oriented and believe that collaboration yields the best results for our clients. The most important part of successful projects is having a strong cohesive team. Selecting the right consultants, inspectors, laboratories, and contractors is a key ingredient for a successful project. CPM will meet the requirements of the scope of work thus:

Design Phase Services:

CPM is an advocate of strong design phase management where most change orders can be mitigated at no cost to our clients. We take great pride in our plan reviews and collaboration with the design teams. Most job site issues can be avoided through proper design phase planning. We have partnered with Stone Creek Engineering for estimating services to collaborate with Tim Doane, our proposed Director of Budget and Accounting whose expertise is in construction cost accounting to provide clear reporting of hard and soft costs, estimated escalation costs and life cycle costs. Our assistant project managers regularly provide bid marketing assistance, prequalification of contractors, and evaluations of submittals including insurance and bonds.

CONSTRUCTABILITY REVIEW Can You Afford Not To?



Construction Phase and Inspection Services:

As the County's Owner's Representative, we will orchestrate having the right team in place working with the PDU to meet and exceed your expectations for the successful completion of each project. This includes the County Staff, Maintenance and Operations, Architects, Engineers, Inspectors, jurisdictional agencies, custodial departments, etc. During the construction phase, clear and concise expectations avoid misunderstandings which are the leading cause of costly disputes. Open and honest communication is important, but nothing replaces the need for well executed contractual documents. One of the most important documents is the Construction Project Manual, which becomes the 'rule book' in which expectations are well defined and guidance is provided to achieve successful and efficient completion of each project.

Milestone schedules are also key to planning out the work ahead of the contractor. We help ensure that the contractor's schedule is maintained by being prepared for the next sequence/phase of work through timely procurement of materials and trade scheduling. A construction project cannot be properly managed from inside the job trailer. We believe that the only way to really be effective managing the construction is to be in the field making observations, asking questions and communicating with the contractors and inspection staff. We facilitate weekly job site meetings with the contractor. And on larger projects, we schedule subcontractor "on-boarding" meetings with all trades before they start work to ensure they know what all of the jobsite requirements are before they commence work.



We have developed a proprietary Construction Management Workbook which we use to manage the established document controls for Submittals, RFI's, PCO's, Allowances and Change Orders. This workbook is comprehensive and incorporates information about the specific project, project team directory and even tracks who is to receive copies of RFI questions, responses or submittals. A sample worksheet from the Workbook is below:

Change Orders

Pulls from the Project Info Tab

Pulls from the Project Team Directory

Pulls from the Allowance Tab

Pulls from the PCO Tab

CHANGE ORDER			
Project:	Mariposa County High School - Campus Storm Drain Improvement Project #20-06		Date: 1/14/2021
Architect:	SKW Associates	DSA App: N/A	Change Order #: 1
Contractor:	KW Emerson		
You are hereby authorized to make the following changes relative to your work on the above referenced project:			
Non-Allowance PCOs			
PCO#	PCO Description	Days	Amount
1	Add to cover approved PCOs which have been approved via ATPs		\$ 69,575.07
The Contract will be modified by Non-Allowance PCOs in the amount of:		0	\$ 69,575.07
Allowance No:	1	Allowance Amount:	\$ 100,000.00
Description:		Unforeseen Conditions	
PCO#	PCO Description	Days	Amount
1	001 30" Pipe Plug for Phase II tie in.	0	\$ 470.07
2	002 Perforated Pipe in lieu of Concrete Catch Basin	0	\$ 4,296.00
3	004 Outfall Structure modifications - Galvanized	0	\$ 4,242.00
4	005 Additional Concrete @ Library	0	\$ 4,152.00
5	006 Additional Drainage @ Gymnasium	150	\$ 151,697.00
Allowance No. 1 will be modified by this Change Order in the amount of:		150	\$ 164,857.07
Cost of the above Work is to be applied against this Cash Allowance:			
Original Cash Allowance Amount:		\$	100,000.00
Allowance Modifications		\$	64,857.07
Cash Allowance Sum will be modified by this Change Order in the amount of:		\$	164,857.07
Cash Allowance Balance including this Change Order:		\$	-

CPM does not provide Inspection Services; however, we will assist with the procurement of Project Inspectors (PI) and special inspectors as necessary per project. We have template RFP/Q documents on file in our toolbox for this purpose. Working with the PI, CPM will confirm that the PI is documenting the progress of construction work with daily reports and digital photos that document project progress, unforeseen conditions, and non-compliant work. CPM will review quality and correctness of work and report any deficiencies not corrected by the contractor to the PDU.

3) In the event of the identification of a problem by the County, its clients and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

In the event of the identification of a problem by the County, its clients and/or other applicable constituents, CPM will address such problems by first making sure we truly understand the specifics of the problem. Proper communications is key to resolving problems. Often problems can be stemming from root issues. Therefore we would make sure that there is not an underlying cause of the problem. We then would ensure that the right stakeholders are involved in the decision making process. Timeliness to resolving a problem is very important. Small problems can lead to big problems if not addressed promptly. However, the best way to resolve problems is to avoid them whenever possible. CPM anticipates potential problems and addresses before they actually become a problem.



(3) PROJECT EXPERIENCE

Provide the County with a listing of relevant projects completed by the firm in the past five years, at a minimum. The list should include: 1) Title of project, 2) Name of the entity, 3) Brief description of the project, including value, 4) Clients names and contact information

Since 1999, CPM has been providing our services to governmental entities. Over the 22 years, we have gained extensive knowledge and in depth understanding of the complexity of public works projects and their regulatory requirements. CPM has worked with various departments within San Mateo County over the past five years and has been working with a number of school districts in the Bay area region for over 20 years. Below is a list of our most relevant projects recently completed. A complete listing of projects is in Exhibit 1.

1. Title of Project: Project & Construction Management-
855 Barron Avenue- Redwood Trailer Village

2. Name of Entity: County of San Mateo- Department of Housing

3. Brief Description of Project, including value:

Remove existing structures, relocate/replace electrical pedestals, asphalt pavement, procure and install new modular homes, connect new units to utilities. \$6.5M value

4. Client's name and contact info:

Douglas W. Frederick, PhD, Housing Program Manager
DWFrederick@smchousing.org, (650) 802-5050



1. Title of Project: Project & Construction Management Services-
Memorial Park Toilet Room & Shower Facility Replacement Project, Phase I

2. Name of Entity: County of San Mateo - Parks Department

3. Brief Description of Project, including value:

Demolish (7) existing toilet facilities and replace with new pre-fabricated units. \$4.4M value

4. Client's name and contact info:

Nicholas Calderon, Parks Director
ncalderon@smcgov.org, (650) 363-4020



1. Title of Project: Project & Construction Management Services-
Collection System at Memorial Park

2. Name of Entity: San Mateo County - Parks Department

3. Brief Description of Project, including value:

Replacement of existing sewer collection system service lines through means of directional horizontal boring. \$1.5M value

4. Client's name and contact info:

Mr. Nicholas Calderon, Parks Director
ncalderon@smcgov.org, (650) 363-4020



1. Title of Project: Program/Project & Construction Management Services-
Facility Replacement & Renovation Planning Services

2. Name of Entity: Woodside Fire Protection District

3. Brief Description of Project, including value:

Replacement of Station #7 (\$24.4M) and Interim Station #7 (\$2.5M) and remodel Station #8 (\$3.3M). \$30.2M total value

4. Client's name and contact info:

Chief Rob Lindner, Fire Chief
RLindner@woodsidefire.org, (605) 851-1594



1. Title of Project: Project & Construction Management Services-
Measure D Bond Program

2. Name of Entity: Woodside Elementary School District

3. Brief Description of Project, including value:

New Construction and Renovation Projects, \$15.7M Bond Program and \$5M Capital Campaign projects

4. Client's name and contact info:

Steve Frank, Superintendent
SFrank@woodsideschool.us, (650) 851-5577
Cathy Stienstra, Executive Assistant to the Superintendent
CStienstra@woodsideschool.us, (650) 851-1571 x294



1. Title of Project: Project & Construction Management Services-
Local Bond Program

2. Name of Entity: Hillsborough City School District

3. Brief Description of Project, including value:

New Construction and Renovation Projects, \$87M value

4. Client's name and contact info:

Louann Carlomagno, Superintendent
LCarlomagno@hcsd.k12.ca.us, (650) 342-5193



**HILLSBOROUGH CUSD- CROCKER M.S.
TECHNOLOGY/LECTURE HALL/BAND ROOM**



**WOODSIDE ESD- SELLMAN PAVILION
MULTI-PURPOSE ROOM**



**COUNTY OF SAN MATEO DOH-
REDWOOD TRAILER VILLAGE**





(4) CLAIMS, LICENSURE, NON-DISCRIMINATION & HIPAA VIOLATIONS AGAINST YOUR ORGANIZATION

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

In its history, Capital Program Management has never received a violation, claim or legal judgement of any kind, including licensure and Health Insurance Act Portability and Accountability Act (HIPAA) violations or claims.

"When I was building my bond program management team, I did not hesitate to include Capital Program Management (CPM). They proved to be invaluable during our previous bond program and they have gotten even better during our current bond program. They excel in all aspects of program, construction and budget management."

Mr. Daniel Banowetz
Chief Facilities, Maintenance and Operations Officer
Vacaville Unified School District



"Through many projects, including the building of our Center High School Stadium, the professionalism, rapid response, and attention to detail have been a great asset to the successful completion of each project on time and under budget"

- Jeanne Bess, Director of Fiscal Services Center Unified School District





(5) PROPOSAL FEE AND PROFESSIONAL RATES

1) Provide a fee for all costs associated in providing the requested services, if your firm is selected. This fee should be in the form of Time and Materials.

Our business model is based on a Schedule of Hourly Rates (provided in Section 5.2 below) multiplied over time, and we only invoice for actual hours worked (much like a law firm or a CPA). Therefore, if selected, our fee proposals per project are expressed on an “estimated fee budget” knowing that the price quote is an estimate, not a lump sum or not-to exceed (NTE) amount. We believe our fee determination method creates flexibility to provide our services as the implementation of the projects ebb and flow over time. It has been acknowledged by our clients that with our combined expertise, we drive value and efficiency into every successful project, and we are delighted when our actual hours expended are less than our original estimated fee budget.

2) For all fee structures, include the classification of personnel and the hourly rate for each classification.

CPM’s hourly rate schedule through 2024 is **on the following page**, and is inclusive of office overhead, payroll administration, benefits, training, etc. We do not charge for travel nor time while traveling and understand reimbursable expenses require advance authorization. The *only* pre-approved reimbursable expenses are reprographics and postage.

3) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

CPM will provide its skill, expertise, and resources based on the proposed Scope of Services, as noted in the County’s RFP and Exhibit A. We have also included in our response estimating services provided by Jeff Threet of Stone Creek Engineering. Jeff’s hourly rate is included in our Schedule of Hourly Rates.



**County of San Mateo
Project Development Unit
Schedule of Hourly Rates**

		2021	2022 (No Increase)	2023 (4% Increase)	2024 (No Increase)
PIC	President	\$213	\$213	\$222	\$222
	Vice President	\$213	\$213	\$222	\$222
	Principal-In-Charge	\$213	\$213	\$222	\$222
Program & Construction Management	Program Director	\$213	\$213	\$222	\$222
	Senior Construction/Project Manager	\$213	\$213	\$222	\$222
	Construction/Project Manager	\$189	\$189	\$197	\$197
	Assistant Construction/Project Manager	\$164	\$164	\$171	\$171
	Field Engineer/Program Coordinator II	\$145	\$145	\$151	\$151
	Field Engineer/Program Coordinator I	\$104	\$104	\$108	\$108
	Senior Estimator	\$189	\$189	\$197	\$197
	Estimator	\$145	\$145	\$151	\$151
	Senior Scheduler	\$189	\$189	\$197	\$197
	Scheduler	\$145	\$145	\$151	\$151
	Administrative Support / Clerical	\$62	\$62	\$64	\$64
Budget & Accounting	Director of Budget & Accounting	\$213	\$213	\$222	\$222
	Budget & Accounting Manager	\$199	\$199	\$207	\$207
	Applications Specialist	\$189	\$189	\$197	\$197
	Senior Budget Analyst	\$189	\$189	\$197	\$197
	Budget Analyst	\$145	\$145	\$151	\$151
	Asst. Budget Analyst	\$109	\$109	\$113	\$113
Contract Management	Director of Contract Management	\$213	\$213	\$222	\$222
	Senior Contract Manager	\$199	\$199	\$207	\$207
	Contract Manager	\$189	\$189	\$197	\$197
	Contract Administrator	\$164	\$164	\$171	\$171
	Assistant Contract Administrator	\$109	\$109	\$113	\$113

Reimbursable Expenses* - 5% mark-up

* Note that the only pre-approved reimbursable expenses are for reprographics and postage. All other reimbursable expenses must have County's prior approval.

There are no reimbursable travel expenses and no charge for time while traveling.



(6) COOPERATIVE PURCHASING

State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.

CPM is agreeable that the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. We are currently or have in the past worked with a number of San Mateo County departments and public agencies in the region, specifically below, and would welcome the opportunity to work with others.

- San Mateo County Department of Housing (Agreement completed, 855 Barron – Redwood Trailer Park)
- San Mateo County Parks Department (Agreement, with (3) Task Orders completed and (3) Task Orders in process)
- San Mateo County Office of County Counsel (Agreement in process – Sequoia Trailer Park project)
- San Mateo County Public Works Department (On-call agreement, no tasks orders issued)
- Woodside Portola Fire District (Agreement in process)
- Hillsborough City School District (Agreements completed; currently under “on-call” basis)
- Woodside Elementary School District (Agreement completed; currently under “on-call” basis)
- Redwood City School District (Agreement completed)

“The Hillsborough City School District relied on CPM to manage both our large bond projects (which included four new buildings, complex conversion projects, and top to bottom refurbishments) and our relatively small Prop 39 projects (including changing out light fixtures and updating HVAC system controls). In both the big and small projects, CPM impressed me with their expertise, attention to detail, organization, communication, and their ability to deliver projects on-time and under-budget. With their help, both of our projects accomplished more than we ever thought possible, allowing safer, more efficient, more creative spaces for our students. I would 100% use them again.”

- Mr. Anthony Ranii, Former Superintendent, Hillsborough City School District





(7) REFERENCES

List at least three business references for which you have recently provided similar services, not already named in Tab 3. Include contact names, titles, phone numbers and e-mail.

Please feel free to contact our references below to answer any questions you may have.



LAS LOMITAS ELEMENTARY SCHOOL DISTRICT: 2019 - CURRENT

Menlo Park, CA
Dr. Beth Polito, Superintendent
(650) 854-6311
BPolito@llesd.org



VACAVILLE UNIFIED SCHOOL DISTRICT: 2000 - CURRENT

Vacaville, CA
Daniel Banowetz, Chief Facilities, Maintenance and Operations Officer
(707) 999-0783
DBanowetz@vacavilleusd.org



SOLANO COUNTY OFFICE OF EDUCATION, 2010 - CURRENT

Fairfield, CA
Michael Shroeder, Director Facilities, Maintenance, Operation, & Transportation
(707) 399-4860
MSHroeder@solanocoe.net



CENTER UNIFIED SCHOOL DISTRICT: 2000 - CURRENT

Antelope, CA
Scott Loehr, Superintendent
(916) 338-6409
Superintendent@centerusd.k12.ca.us



MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT, 2019 - CURRENT

Mariposa, CA
Linda Mayfield, Director Maintenance & Operations
(209) 742-0275
LMayfield@mcusd.org



CALIFORNIA STATE LOTTERY: 2008 - 2020

Sacramento, CA
Terry Murphy, Deputy Director (Retired)
(916) 761-8779
Terry.E.Murphy@gmail.com



(8) STATEMENT OF COMPLIANCE

Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract.

CPM states their commitment and ability to comply with each of the terms of the County of San Mateo's standard contract, including but not limited to the following:

- 1) The County non-discrimination policy
- 2) The County equal employment opportunity requirements
- 3) County requirements regarding employee benefits
- 4) The County jury service pay ordinance
- 5) The hold harmless provision
- 6) County insurance requirements
- 7) All other provisions of the standard contract

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

CPM agrees to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

CPM indicates that the following sections should be deleted as not relevant to our organization, as is indicated in the sample standard contract: Paragraph 12.h. "Compliance with Living Wage Ordinance" and Paragraph 21 "Prevailing Wage"



(9) EXHIBITS

EXHIBIT 1- LIST OF CLIENTS

Below in alphabetical order, is a summary list of programs that CPM has worked with:

Bonita Unified School District, San Dimas County:	2004 - 2020
California State Lottery, Statewide:	2008 - 2020
Center Unified School District, Sacramento County:	2000 - Current
Colusa Unified School District, Colusa County:	2015 - 2016
Dixon Unified School District, Solano County:	2012 - 2013
Dry Creek Joint Elementary School District, Placer County:	2008 - 2013
Enloe Hospital, Butte County:	2010
Elverta Joint Elementary School District, Sacramento County:	2010 - Current
Fortune School of Education, Sacramento County:	2010
FCMAT, Kern County:	2011
Glendale Unified School District, Los Angeles County:	2011 - 2012
Hillsborough City School District, San Mateo County:	2003 - Current
Lafayette School District, Contra Costa County:	2016 - Current
Lake Elsinore Unified School District, Riverside County:	2011 - 2012
Lodi Unified School District, San Joaquin County:	2018 - Current
Long Beach Unified School District, Los Angeles County:	2009 - Current
Los Rios Community College District, Sacramento County:	2008 - 2009
Mariposa County Unified School District, Mariposa County:	2019 - Current
Martinez Unified School District, Contra Costa County:	2016 - Current
Mt. Diablo Unified School District, Contra Costa County:	2014 - Current
Natomas Charter School, Sacramento County:	2015 - Current
Natomas Unified School District, Sacramento County:	2015 - 2019
New Haven Unified School District, Alameda County:	2015
Rancho Santiago Comm. College District, Orange County:	2014 - 2015
Redwood City School District, San Mateo County:	2003 - 2008
Riverside Unified School District, Riverside County:	2005 - 2009
San Diego County Office Education, San Diego County:	2010 - Current
San Dimas Canyon Academy, San Dimas County:	2014 - 2015
San Juan Unified School District, Sacramento County:	1999 - 2004, 2014 - 2017
San Mateo County Department of Housing, San Mateo County:	2018 - 2020



San Mateo County Parks Department, San Mateo County:	2019 – Current
San Mateo County Counsel’s Office, San Mateo County:	2021 - Current
San Ramon Valley Unified School District, Contra Costa County:	2005 - 2020
Solano County Office of Education, Solano County:	2010 – Current
South Placer Municipal Utility District, Placer County:	2021 - Current
St. Helena Unified School District, Solano County:	2011 - 2013
Tahoe-Truckee Unified School District, Placer County:	2002, 2014




EXHIBIT 2- COMMENDATION

Below is a copy of the Commendation from the County of San Mateo Board of Supervisors, presented to Mike Wassermann in 2020 for work he and CPM completed for the Department of Housing.



Addendum #01 to
On-Call Construction Management Services

	ADDENDUM #01
	Project Development Unit, 555 County Center 2 nd Floor Redwood City, CA 94063
	RFP/IFB: On-Call Construction Management Services
	Date: November 9, 2021

To All Proposers:

INTENT:

This Addendum is issued by the County of San Mateo to provide for modification and clarification of the RFP On-Call Construction Management Services released November 8, 2021. Proposers shall ascertain prior to submitting Proposal that it has received all addenda issued. Please clearly note the addendum date and number on the proposal form.

In the event of a conflict between the terms and provisions of this Addendum No. 1 and the terms and provisions of the RFP On-Call Construction Management Services, the terms and provisions of this Addendum No.1 shall control. In all other respects, the RFP shall remain unchanged and in full force and effect.

A. Description of Changes:

The Project Development Unit has removed the posted RFP on November 8th, 2021 and has been replaced with, Request for Proposals, On-Call Construction Management Services (version 2)



Proposer Signature

11/30/2021

Date



November 22, 2021

Addendum #02

On-Call Construction Management Services Response to RFP Questions

To All Respondents,

Please carefully review the responses below and incorporate the information as directed into your submittal of proposal due to the San Mateo County Project Development Unit on November 30, 2021. Respondents submitting qualifications that do not reflect the information provided below may be deemed non-responsive and not receive a Request for Proposal.

ANSWERS TO RESPONDENTS' QUESTIONS

Question #1 – Refer to Section V, page 13:

The requirement is one (1) hard copies and one (1) electronic copy. Regarding the electronic copy- is that required on a USB drive, or will it be accepted over email?

Response – The County will accept either USB or email before the deadline of November 30th, 2021 at 2:30 pm. The County will not be responsible for delay of electronic submissions via email.

END OF DOCUMENT



REQUEST FOR PROPOSAL



On-Call Construction Management Services

County of San Mateo Project Development Unit

Release Date: 11/8/2021

Responses are due and must be received

by 2:00 p.m. Pacific Daylight Time on **11/30/2021**

Sam Lin, Assistant Director
County of San Mateo Project Development Unit
555 County Center, 2nd floor
Redwood City, CA 94063
Email: slin@smcgov.org
CC: jorellana@smcgov.org

**REQUEST FOR PROPOSALS
FOR
ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

**PROPOPSALS WILL NOT BE ACCEPTED AFTER
THE DUE DATE AND TIME POSTED**

Note regarding the Public Records Act:

Government Code Sections 6250 *et seq.*, the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request for Proposal is a public record in its entirety. Also, all information submitted in response to this Request for Proposal is itself a public record **without exception**. Submission of any materials in response to this Request for Proposal constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

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SECTION I – GENERAL INFORMATION

A. STATEMENT OF INTENT

As outlined in greater detail in Section II – Scope of Work, this Request for Proposal (RFP) is to provide professional construction management services, and participation in the project design/construction processes as needed for various projects located within and for the County of San Mateo, with County's new Navigation Center project to be the first and foremost project to be immediately assigned to the selected proposer(s). These services include but are not limited to; assuring that all construction elements and systems work individually and together as intended and required. Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

This On-Call Service Contract will be managed by the County of San Mateo – Project Development Unit (PDU) and individual Task Orders will be issued in conjunction with this contract and may be issued on a full or part time basis dependent on the needs of the County. Projects may include new construction, renovations to existing construction, tenant improvements and existing/future site assessments. Proposers will report to the PDU and work as an integral part of the project team and shall report to the PDU Director, Assistant Director and Project Manager of each project team. The target start date and term for the proposed services is subject to negotiation of a final agreement and through to the completion of the project. PDU intends to bring under contract up to three on-call firms to start provided services on an as needed basis as contracts are executed.

B. BACKGROUND

The Project Development Unit (PDU) manages the development of all concepts, programming, procurement and designs in addition to the construction phase of each project. The County's focus on quality construction, sustainable building and zero net energy are hallmarks of each project. The County also requests high standards to ensure all projects are safe, accessible to residents and clients of County agencies, the general public, and the County employees. The PDU has no specific project size or dollar value associated with the projects associated with the request but current and previous PDU projects have ranged from \$500K to \$225M.

C. THE REQUEST FOR PROPOSAL PROCESS

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. The County of San Mateo seeks, by way of this RFP, to obtain the listed services in a manner that maximizes the quality of services, while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to show that they can perform the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

SECTION II – SCOPE OF WORK

A. DESCRIPTION

Firms(s) shall provide professional Construction Management services continually throughout the life of the project(s) they are selected to perform duties on and assure that all construction elements and systems work individually and together as intended and required. Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations

Design services

- Cost estimates (hard and soft costs)
- Value engineering
- Review of building systems
- Formal constructability review
- Consideration of life cycle costs, Bidding / D-B RFQP assistance
- Stimulate bid / proposal interest.
- Pre-qualify / Qualify, bids/ proposals including evaluation of bonds, insurance coverage and financial capability.
- Clarify scope of each trade.
- Assistance with possible pre-purchase of long lead materials.
- Assist in the conduct of pre-bid / pre-proposal and pre-construction meetings.

Construction and inspection services

- Work with Owner, Architect, and General Contractor to clearly define roles and responsibilities during construction and develop a construction management plan.
- Coordinate the work of the General Contractor without interfering in the progress of the project and make them a part of the project team.
- Manage and conduct meetings with Owner, Architect, and General Contractor and produce minutes from each meeting. Assure that the project is on schedule and if not, develop recovery plans with General Contractor.
- Establish notification procedures for any shutdowns of utilities for the progress of the work.
- Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary.
- Coordinate the activities of the multiple contracts between projects to assure that they are not interfering with each other.
- Produce monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed.
- Provide administrative assistance to manage the filing systems, meeting minutes and the office.
- Develop and maintain correspondence logs.
- Review and make recommendations on change order requests from the General Contractor. Determine if the requests are legitimate.
- Review any Owner or design team document changes and prepare cost estimates for each.
- Maintain a change order log reflecting the status of each change order and the total cost of changes.
- Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.
- Develop and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design teams.
- Produce weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Produce a more detailed monthly report of the same items.
- Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendation for payment to Owner.
- Monitor the construction schedule provided by the General Contractor.
- Provide progress photos and video taping of the project on a regular basis.
- Review any potential claims. If any are received, review them and make recommendations.
- Field inspection to evaluate work in progress to confirm that it conforms to the contract documents. County seeks generalist inspection skills related to building systems such as mechanical, electrical, plumbing and telecommunications. County may also want the Construction Manager to satisfy the inspection requirements for essential service facility rating of the buildings.
- Schedule County and special inspections.
- Work with all local and government agencies to keep them informed of the progress of the project. Meet with them as required.
- Monitor the General Contractors' safety program.

- Prepare in conjunction with the design team and Owner all punch-lists. Monitor the completion of the punch-lists by the General Contractor.
- Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required.
- Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.
- Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation.
- Assist the County with obtaining occupancy permit.
- Assist with commissioning the building and owner training.

The County's PDU may request from the consulting firm any and all of the above tasks, according to the nature of the project assigned. The firm must be staffed as to render these services expeditiously upon request.

The selected consultant(s) will become an integral member of the County's PDU projects implementation teams shown below. The consultant(s) final selection is pending County Board of Supervisor's approval of negotiated service agreements.

Proposals will be considered only from consultants who can demonstrate the following minimum qualifications:

1. Consulting firm has demonstrated experience as well as in-house resources necessary to effectively provide the required services. The firm's personnel assigned to projects shall have extensive construction management experience with Green Field projects within the last five years in the Bay Area and ten years in the State of California. Proposal shall indicate their personnel's name, title, and responsibility along with resumes listing the following project specifics:

- a) Title of project
- b) Type of facility
- c) Name of the entity
- d) Location
- e) Brief description of the project
- f) Project Cost
- g) Competition or project completion date
- h) Client's names and means of contact

2. Firms shall have extensive knowledge of available project delivery systems allowed under California Public Contract Code and make such recommendations as to their applicability as appropriate.

3. Consultant and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act, federal, state and local by-laws as applicable, including sustainability, conservation and practice of LEED principles and certification processes.

4. Firms shall be capable of meeting the schedule set by County of San Mateo Project Development Unit.

B. COMPENSATION and LENGTH OF AGREEMENT

Firm(s) selected will be offered a NOT-TO-EXCEED contract in the amount of \$1,000,000.00 (One Million Dollars and no cents). The Project Development Unit will assign independent task orders as services are needed that will be subtracted from the overall not-to-exceed amount.

The anticipated duration of the agreement will be for 3 years, with the term tentatively to begin winter of 2021 and end in 2024.

SECTION III – GENERAL TERMS AND CONDITIONS

Read all Instructions. Read the entire RFP and all enclosures before preparing your proposal.

Proposal Costs - Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the County or otherwise reimbursed by the County.

Proposal Becomes County Property - The RFP and all materials submitted in response to this RFP shall become the property of the County.

Questions and Responses Process - Submit all questions relating to this RFP to the contact noted in Section IV.

Addendums, additional information, responses to questions, and changes to this RFP - If warranted, will be posted to the PDU website: www.smc pdu.org. It is the responsibility of each proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

Alteration of Terms and Clarifications - No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

Ambiguities, Conflicts, Discrepancies, Omissions, or other error(s) in the RFP - The proposer must immediately notify the County of such items in question in writing as outlined within this RFP and request modification or clarification of the document. If a proposer fails to notify the County of an ambiguity, conflict, discrepancy, omission or other error in the RFP as prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or Clarifications to the RFP - Will be posted to the PDU website www.smc pdu.org as outlined above without divulging the source of the request for same. The County may, at its discretion, also give electronic notice by email to all parties who have notified the County of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

Selection of Consultants(s) - The selection of consultant(s) will be memorialized in the form of a "County Agreement with Independent Contractor" (see the enclosed sample of the Standard Contract Template), authorized by a resolution of the County Board of Supervisors and signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County's waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with any eventual contract.

Once the consultant(s) are selected, the Agreement with that consultant(s) must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected consultants unless and until the Board of Supervisors approves and the County executes the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and

proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors.

Equal Benefits - 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.

Jury Duty - The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employee's regular pay the fees received for jury service. See the Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County enclosure. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

Insurance - The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

Incomplete Proposals May be Rejected - If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

Contact with County Employees - As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as stated above. The proposer should not otherwise ask any County employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

Group Purchasing Organization Participation - Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered viable consultants for the listed services. The County reserves the right to use GPO consultants if doing so is in the County's best interest, as determined solely by the County, even if that consultant does not submit a proposal in response to this RFP.

Proposal Fees - Proposer may elect to present their proposal fee in a way that they deem more competitive. General guidelines for different methods are below:

Reimbursables - If work authorized is based on time, equipment, and materials (T&M), all reimbursable services shall require advanced authorization, in writing. All reimbursables are on an actual-cost basis. 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, previously authorized in writing, must also present Detailed Backup.

Office overhead should be calculated into the line items within the classifications of the professional rate schedule and cannot be billed separately. Overhead includes, but is not limited to, accounting functions, office functions, certified payroll compliance, office equipment, phone calls, maintaining books and records, filing, word processing, dictation, office overhead, etc.

Deliverables in the original or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hard copies are required.

Travel Costs - There are general guidelines regarding contractor travel reimbursements rates that will apply. Please review the attached sample contract.

Sub-consultants - All requirements of this RFP shall apply to any proposed sub-consultant, unless compliance is waived in writing by the County in its sole discretion.

Miscellaneous - This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County. Finally, the County may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the consultants that submitted proposals.

The terms and conditions of this RFP, including any addendum, shall become a part of any agreement resulting from this RFP.

SECTION IV – REQUEST FOR PROPOSAL PROCEDURE

This section describes the general RFP procedure used by the County, and the remaining sections of this RFP list detailed requirements.

A. CONTACT PERSON

The contact person at the County for questions and proposal submissions for this RFP is:

Sam Lin - Assistant Director
c/o Jennifer Orellana
555 County Center, 2nd Floor
Redwood City, CA 94063
Email - slin@smcgov.org
CC: jorellana@smcgov.org

B. TENTATIVE SCHEDULE OF EVENTS

Dates are subject to change

EVENT	DATE
Release Request for Proposal	11/8/2021
Deadline to submit questions to the County	11/18/2021
Last addendum posted by	11/22/2021
Proposal Submission Deadline (2:00 PM on due date)	11/30/2021
Review proposals	12/1/21-12/3/21
Selected Firm(s) Announced by PDU	12/6/21
Contract Phase	12/6/21-12/17/21
Recommendation to Board of Supervisors	1/4/22

C. SUBMISSION OF PROPOSALS

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

All responses must be received by the stated date and time in order to be considered for award. The County will not be responsible for late proposals. Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the County.

D. CONFIDENTIALITY OF PROPOSALS

California Government Code Sections 6250 et seq. (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The materials submitted in response to this RFP are subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

E. PROPOSAL EVALUATION

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm(s) will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation will be focused on factors such as cost, past performance/ references, and qualifications.

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization
- Cost to the County for the primary services described by this RFP
- References
- Compliance with County RFP and contractual requirements

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note - The County reserves the right to evaluate proposals solely based on each consultant's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers. The County reserves the right to accept proposals, which may not necessarily be the lowest cost.

F. PROPOSAL RECOMMENDATION

The Evaluation Committee will recommend a consultants or consultants or may recommend that the proposals be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any consultants to finalize an agreement in relation to the proposer's response.

G. NOTICE TO PROPOSERS

The County is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the County will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the County.

H. PROTEST PROCESS

If a proposer desires to protest the selection decision, the proposer must submit, by USPS mail, a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Project Development Unit as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer, identify the RFP service requested, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The County will respond to a protest within 14 business days of receiving it, and the County may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the County will be final. The protest letter must be addressed as follows, with a copy to the County Contact Person:

Adam Ely
Director of Project Development Unit
555 County Center, 2nd Floor
Redwood City, CA 94063

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

The proposal should be submitted in the following format:

GENERAL INSTRUCTIONS

All proposals should be in type-format and have a table of contents, cover letter, tabs 1 – 8 (at a minimum), and page numbering.

All proposals should adhere to the specified content and sequence of information described by this RFP. Provide the same information requested, for any consultants you intend to team with on this project.

The RFP response will be submitted to the County Contact Person in the form of **one (1) hard copies and one (1) electronic copy**. Clearly mark on the envelope or cover of your RFP response.

A. COVER LETTER

Provide a one-page cover letter on your letterhead that includes your address, phone number and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

B. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP

Each proposal should include sections addressing the following information in the order shown in the following section. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the County to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV.

C. TABBING OF SECTIONS

TAB 1 Qualifications and Experience:

- 1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full-time employees (FTEs) are you capable of assigning if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and consultants.
- 4) If applicable, list the professional qualifications for every individual(s) that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

TAB 2 Philosophy and Service Model:

This section describes your philosophy and service model for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and staff monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- 1) Describe how you will fulfill the needs of the County described in this RFP. Attach a project plan, if appropriate.
- 2) Identify how you will meet the requirements of the scope of work and related requirements stated in the RFP. List any items that you cannot provide.
- 3) In the event of the identification of a problem by the County, its clients and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

TAB 3 Project Experience:

Provide the County with a listing of relevant projects completed by the firm in the past five years, at a minimum. The list should include:

- 1) Title of project
- 2) Name of the entity
- 3) Brief description of the project, including value
- 4) Clients names and contact information

TAB 4 Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization:

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

TAB 5 Proposal Fee and Professional Rates:

- 1) Provide a fee for all costs associated in providing the requested services, if your firm is selected. This fee should be in the form of Time and Materials.
- 2) For all fee structures, include the classification of personnel and the hourly rate for each classification.
- 3) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

TAB 6 Cooperative Purchasing:

State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.

TAB 7 References:

List at least three business references for which you have recently provided similar services, not already named in Tab 3. Include contact names, titles, phone numbers and e-mail.

TAB 8 Statement of Compliance with County Contractual Requirements:

A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

- 1) The County non-discrimination policy

- 2) The County equal employment opportunity requirements
- 3) County requirements regarding employee benefits
- 4) The County jury service pay ordinance
- 5) The hold harmless provision
- 6) County insurance requirements
- 7) All other provisions of the standard contract

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

NOTE: The sample Standard Contract Template enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service consultants. Do not insert any information or attempt to complete the enclosed sample contract template. Once firm(s) are selected, the County will work with the selected consultants to draft a consultants-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

SECTION VI – ENCLOSURES

Enclosure 1 Sample of Standard Contract Template

Enclosure 2 Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]

*******REMOVE ALL INSTRUCTIONAL NOTES IN RED BEFORE SENDING CONTRACT TO SERVICE PROVIDER)**

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], 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 Contractor be retained for the purpose of [Enter information here].

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

Attachment H—HIPAA Business Associate Requirements *(Complete HIPAA checklist if unsure about Business Associate or Non Business Associate; delete this if not needed; contact County Counsel with questions)*

Attachment I—§ 504 Compliance *(Delete this if not needed)*

Attachment IP – Intellectual Property *(Complete IP Questionnaire if unsure/delete this if not needed)*

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 [write out amount] (\$Amount). 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 [Month and day] , 20[last 2 digits of start year], through [Month and day] , 20[last 2 digits of end year].

5. Termination

This Agreement may be terminated by Contractor or by the [Title of County Department Head] 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 of Parties

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

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** *(You may delete entire IP Indemnification section if not relevant – County Counsel review is not required if section is deleted)*

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

a. 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.

b. 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.

c. 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

You may delete (b) or (c) text if those insurance types are not relevant to your contract – County Counsel review is not required if one or both of those lines are deleted. However, if you are unsure about insurance requirements for your contract – call Risk Management before your contract is executed)

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

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County. *(This paragraph may be deleted without County Counsel Review if not relevant to this agreement)*

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified 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.

d. 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.

e. 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.

f. 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.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

h. 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. *(If LWO is not applicable to this contract, you may delete this section without County Counsel review. Contact your assigned County Counsel if you are unsure if LWO is applicable)*

13. 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.

14. 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.

15. 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.

16. 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.

17. Notices

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

In the case of County, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

18. 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.

19. Payment of Permits/Licenses *(If the contractor is not required to obtain a license, permit or approval from any other entity in order to perform the work/services under this agreement then you may delete this section without County Counsel review)*

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.

20. Reimbursable Travel Expenses

Delete this section if project does now allow travel.

County departments are responsible for ensuring the contractor reimbursement terms comply with grants, bond covenants, and other applicable requirements prior to executing contract.

Modifications to the contractor reimbursement section shall require county counsel approval regardless of dollar value of the contract.

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner,

mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.

- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

21. Prevailing Wage

*Delete this section if not applicable. Prevailing wage refers to public projects. Refer to link for FAQ.
https://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html#q1*

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

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

For Contractor: **[SERVICE PROVIDER COMPANY NAME]**

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:

Selected firms will be required to perform the following scope of services:

Firms(s) shall provide professional Construction Management services continually throughout the life of the project(s) they are selected to perform duties on and assure that all construction elements and systems work individually and together as intended and required. Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations

Design services

Cost estimates (hard and soft costs)

Value engineering

Review of building systems

Formal constructability review

Consideration of life cycle costs, Bidding / D-B RFQP assistance

Stimulate bid / proposal interest.

Pre-qualify / Qualify, bids/ proposals including evaluation of bonds, insurance coverage and financial capability.

Clarify scope of each trade.

Assistance with possible pre-purchase of long lead materials.

Assist in the conduct of pre-bid / pre-proposal and pre-construction meetings.

Construction and inspection services

Work with Owner, Architect, and General Contractor to clearly define roles and responsibilities during construction and develop a construction management plan.

Coordinate the work of the General Contractor without interfering in the progress of the project and make them a part of the project team.

Manage and conduct meetings with Owner, Architect, and General Contractor and produce minutes from each meeting. Assure that the project is on schedule and if not, develop recovery plans with General Contractor.

Establish notification procedures for any shutdowns of utilities for the progress of the work.

Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary.

Coordinate the activities of the multiple contracts between projects to assure that they are not interfering with each other.

Produce monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed.

Provide administrative assistance to manage the filing systems, meeting minutes and the office.

Develop and maintain correspondence logs.

Review and make recommendations on change order requests from the General Contractor. Determine if the requests are legitimate.

Review any Owner or design team document changes and prepare cost estimates for each.

Maintain a change order log reflecting the status of each change order and the total cost of changes.

Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.

Develop and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design teams.

Produce weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Produce a more detailed monthly report of the same items.

Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendation for payment to Owner.

Monitor the construction schedule provided by the General Contractor.

Provide progress photos and video taping of the project on a regular basis.

Review any potential claims. If any are received, review them and make recommendations.

Field inspection to evaluate work in progress to confirm that it conforms to the contract documents. County seeks generalist inspection skills related to building systems such as mechanical, electrical, plumbing and telecommunications. County may also want the Construction Manager to satisfy the inspection requirements for essential service facility rating of the buildings.

Schedule County and special inspections.

Work with all local and government agencies to keep them informed of the progress of the project. Meet with them as required.

Monitor the General Contractors' safety program.

Prepare in conjunction with the design team and Owner all punch-lists. Monitor the completion of the punch-lists by the General Contractor.

Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required.

Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.

Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation.

Assist the County with obtaining occupancy permit.

Assist with commissioning the building and owner training. The County's PDU may request from the consulting firm any and all of the above tasks, according to the nature of the project assigned. The firm must be staffed as to render these services expeditiously upon request.

The selected consultant(s) will become an integral member of the County's capital projects implementation teams shown below. The consultant(s) final selection is pending County Board of Supervisor's approval of negotiated service agreements.

Proposals will be considered only from consultants who can demonstrate the following minimum qualifications:

1. Consulting firm has demonstrated experience as well as in-house resources necessary to effectively provide the required services. The firm's personnel assigned to projects shall have extensive construction management experience with Green Field projects within the last five years in the Bay Area and ten years in the State of California.

Proposal shall indicate their personnel's name, title, and responsibility along with resumes listing the following project specifics:

- a) Title of project
- b) Type of facility
- c) Name of the entity
- d) Location
- e) Brief description of the project
- f) Project Cost
- g) Competition or project completion date
- h) Client's names and means of contact

2. Firms shall have extensive knowledge of available project delivery systems allowed under California Public Contract Code and make such recommendations as to their applicability as appropriate.

3. Consultant and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act, federal, state and local by-laws as applicable, including sustainability, conservation and practice of LEED principles and certification processes.

4. Firms shall be capable of meeting the schedule set by County of San Mateo Project Development Unit.

Exhibit B

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

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.

RESOLUTION NO. 078781(a-d)

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AGREEMENTS WITH APSICM-SIXTH DIMENSION; CAPITAL PROGRAM MANAGEMENT, INC.; CUMMING MANAGEMENT GROUP, INC.; AND LAYTON CONSTRUCTION COMPANY, LLC FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES, FOR THE TERM OF JANUARY 4, 2022 THROUGH JANUARY 3, 2025, IN AN AMOUNT NOT TO EXCEED \$400,000 PER AGREEMENT, FOR A NOT TO EXCEED AMOUNT OF \$1,600,000 IN AGGREGATE

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, in January 2017, the Project Development Unit (PDU) was formed to oversee and manage ground up construction performed by the County of San Mateo; and

WHEREAS, multiple projects are underway and the PDU requires substantial support from specialized consultants, including on-call construction managers, to appropriately deliver these critical and complex projects; and

WHEREAS, one such critical and time sensitive project is the San Mateo County Navigation Center, to be located at 275 Blomquist Street in Redwood City and other projects include the renovation of hotels recently acquired by the County; and

WHEREAS, to secure on-call construction managers who can provide services on County Projects, including the Navigation Center Project, the County conducted a Request for Proposals (RFP); and

WHEREAS, on August 11, 2021, proposals were received from 8 construction management firms which were reviewed by a group of Selection Committee members

who recommends agreements with APSICM-Sixth Dimension; Capital Program Management, Inc.; Cumming Management Group, Inc.; and Layton Construction Company, LLC in the amount of \$400,000 based upon best value.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorize the President of the Board to execute agreements with APSICM-Sixth Dimension; Capital Program Management, Inc.; Cumming Management Group, Inc.; and Layton Construction Company, LLC for on-call construction management services for the term of January 4, 2022 through January 3, 2025 for a not to exceed amount of \$400,000 per Agreement, for a not to exceed amount of \$1,600,000 in aggregate.

BE IT FURTHER RESOLVED that the Director of the Project Development Unit or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

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