

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MWA ARCHITECTS, INC.

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 MWA Architects, 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 providing Professional Services, during the design-build process on the Skylonda Fire Station project.

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 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 TWO HUNDRED FOURTEEN THOUSAND TWENTY ONE DOLLARS (\$214,021). 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 9, 2015, through July 8, 2017.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Director of Public Works, 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.

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, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (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. 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.

11. 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:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☒ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☒ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

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.

12. 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.

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

13. 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

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

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

e. Discrimination Against Individuals with Disabilities

The 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 must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

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

g. 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 Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation 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.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and

Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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

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

16. Merger Clause; Amendments

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

17. Controlling Law; Venue

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

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via 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:	James C. Porter, P.E., Director of Public Works
Address:	County of San Mateo 555 County Center, 5th Floor Redwood City, CA 94063
Telephone:	650-363-4100

In the case of Contractor, to:

Name/Title: Carlton Smith, Principal in Charge
Address: MWA Architects, Inc.
471 Ninth Street
Oakland, CA 94607
Telephone: 510-379-1445
Email: csmith@mwaarchitects.com

19. Electronic Signature

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

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

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

* * *

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MWA ARCHITECTS, INC

 _____
Contractor's Signature

Date: 6/17/2015

(April 1, 2015 CCC issued contract template version)

Exhibit A

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

Scope of Work as outlined on the attached MWA letter, "Additional Services Request", dated May 20, 2015.

Work shall not commence unless previously authorized by the County Capital Projects Manager, in the form of a request for attendance at meetings, request for response/review of work, request for additional information, request to provide input, etc., whether verbally or written.

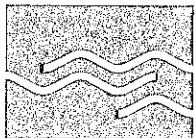
Exhibit B

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:

Time and Materials basis, per the attached hourly rates as outlined on the attached MWA letter, "Additional Services Request", dated May 20, 2015.

Attachment IP
Intellectual Property Rights

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



SAN FRANCISCO OAKLAND PORTLAND

May 20, 2015

Ms. Theresa Yee, CPC
Capital Projects Manager
Department of Public Works
Facilities Planning, Design & Construction
555 County Center – Fifth Floor
Redwood City, CA. 94063

Re: Skylonda Fire Station No. 58

Resolution No. 072730

Additional Services Request

Theresa,

MWA Architects (MWA) is pleased to submit this proposal for Additional Services requested by the County of San Mateo for the above referenced project.

The scope of the Additional Services requested includes the following:

1. Scope of Services

Task 1 - CEQA & Planning Commission Process Assistance

1. Provide input, including further development of the Site/Civil Exhibit and supporting calculations for cut/fill and area of construction disturbance
2. Provide input, including supporting calculations for water usage
3. Provide input for architectural finishes
4. Review and provide comments to CEQA documents
5. Revise performance specifications to exclude metal siding/panels
6. Incorporate additional contact information into the Bridging Documents

Task 2 - Incorporate CalFire Requested Revisions into Bridging Documents

1. Incorporate permeable paving load criteria based on vehicle weight information provided by CalFire



Task 3 - Assist in Development of the Design-Build Request for Proposal/Qualifications

1. Assist the County and the counties CM in the development of the RFP/Q
2. Coordinate with the County and the counties CM on the Division 1 Specifications

Task 4 - Design-Build Qualifications Review

1. Respond to questions submitted by the Design-Build Teams during the qualifications process
2. Assist the County and the counties CM in the evaluation of the Design-Build Teams qualifications – MWA Architects only
3. Participate in Design-Build Team qualifications interviews (maximum of 4 interviews) – MWA Architects only

Task 5 - Design-Build Proposal Review

1. Respond to questions submitted by the Design-Build Teams during the proposal process
2. Participate in Design-Build Team review/interview meetings and evaluate in-progress concepts (maximum of 3 meetings)
3. Assist the County and the counties CM in the evaluation of the Design-Build proposals

Task 6 - Peer Review During Design

1. Provide peer review during the design of the project
2. Participate in meetings with the County, CalFire, and the Design-Build Team to answer questions and provide feedback (maximum of 4 meetings)
3. Review Design-Build Team milestone design and construction document submittals for conformance with the Bridging Documents, including preparation and submission of a written report for each review. Three reviews have been assumed; 1 at the conclusion of the Schematic Design Phase, 1 at the conclusion of the 70% Contract Documents Phase, and 1 at the conclusion of the 100% Contract Documents Phase.

Task 7 - Peer Review During Construction

1. Participate in a pre-construction meeting



2. Provide interpretation of the Bridging Documents, periodic site observation (maximum of 8 site-visits), and general consultation to the County

2. Schedule

Our proposal and fees have been developed based on the Project Schedule prepared by the County (See Exhibit 'A' attached). An extension and/or increase in the duration of the tasks identified in the Project Schedule for which services are provided may require additional fees.

3. Compensation

Our fees are based on an 'allowance' for each task. We will notify the County as we approach the 'allowance', and will not exceed the 'allowance' without first submitting and obtaining approval from the County for an increase in fees. We will invoice monthly on an hourly basis for each task based on the attached Hourly Rate Schedules (See Exhibit 'B'). Billing rates may be escalated on an annual basis commencing on January 1, 2016. Rate escalation will be in general conformance with the cost of living index for the San Francisco Bay Area.

The fee proposal for this work is as summarized below and detailed in the attached Fee Matrix (See Exhibit 'C'):

Fee Allowance - \$198,128.00

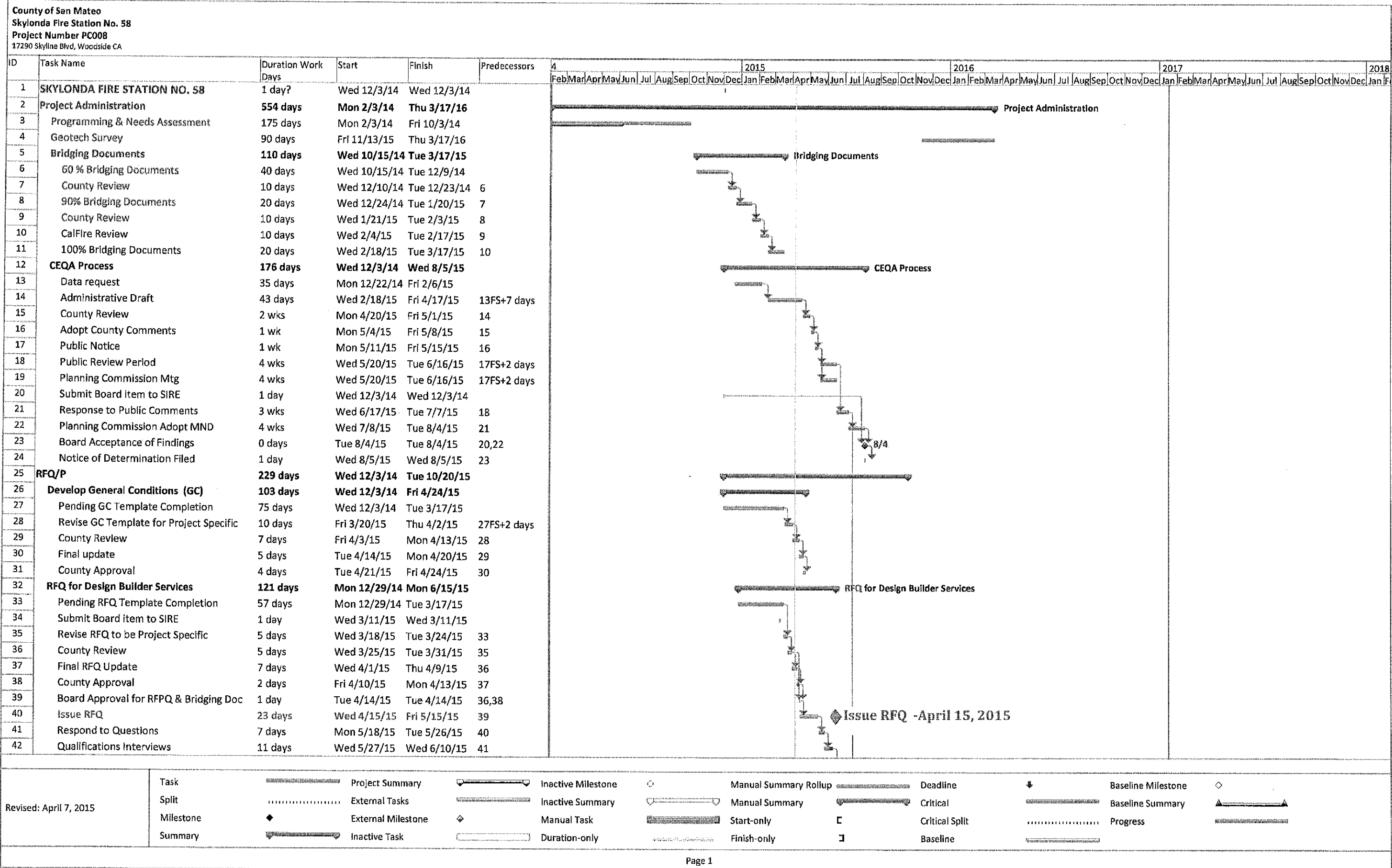
Reimbursable Expenses Allowance (Invoiced at Cost) - \$5,000.00

Consultant Mark-Up Allowance @ 10% - \$10,893.00

Total Compensation Allowance - \$214,021.00

Sincerely,

Bill Olechnowicz, Assoc. AIA
Project Manager
MWA Architects



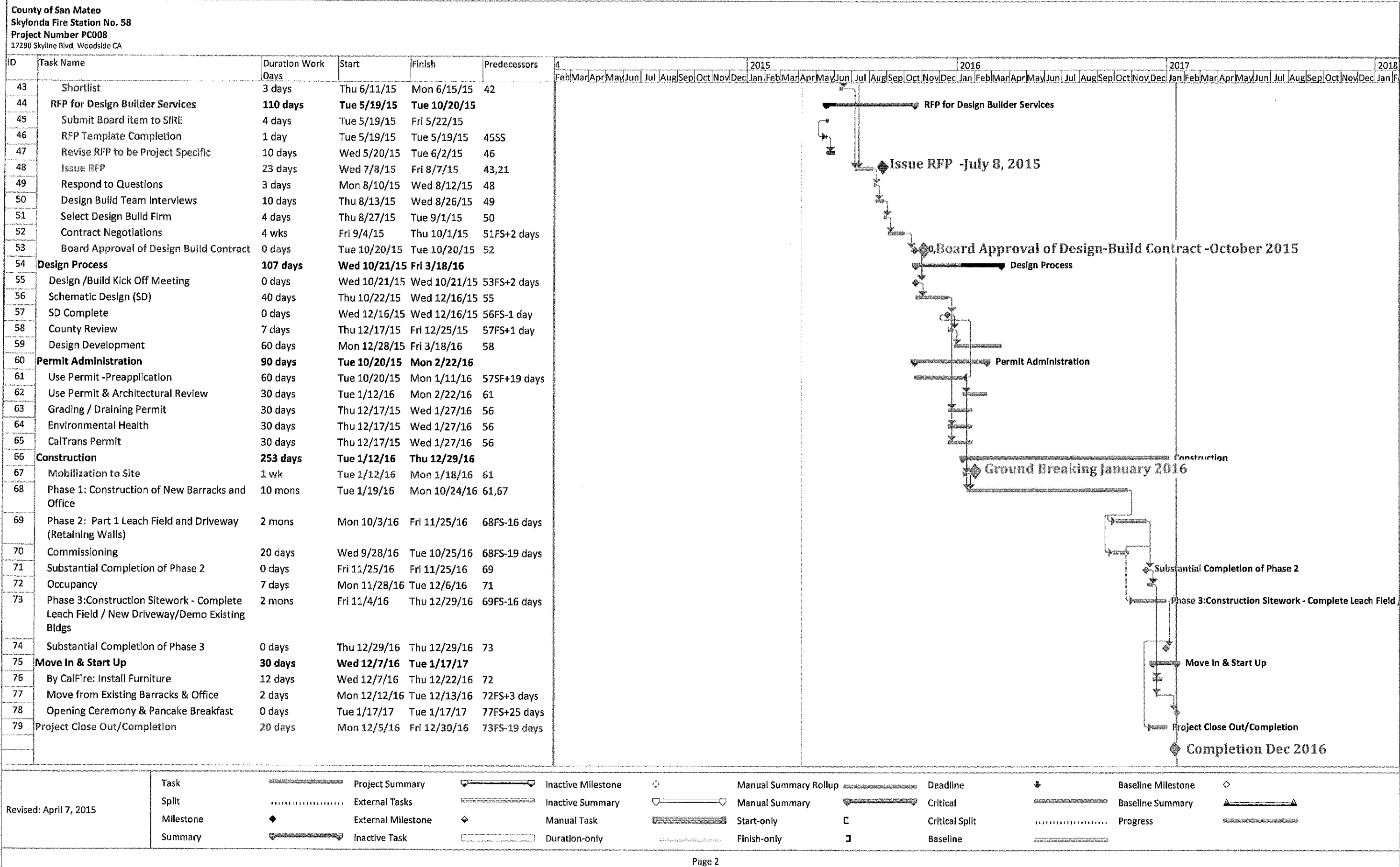


Exhibit 'B': MWA ARCHITECTS INC. HOURLY RATE SCHEDULE - 2015

Category	Hourly Rate
Principal Carlton Smith, FAIA NOMA	\$230.00
Project Manager Bill Olechnowicz, Assoc. AIA	\$200.00
Project Architect Frank Chin, AIA, LEED AP	\$150.00
Project Designer Emmanuelle Ichaye-Anum, ASID	\$120.00
Technical Level I	\$110.00 – 120.00
Technical Level II	\$100.00 – 110.00
Technical Level III	\$70.00 – 100.00
Administrative	\$65.00 – 140.00

Note

Invoices from MWA's sub-consultants are billed at cost plus 10%.

MWA will invoice monthly for work performed with payment due within 30 days. Interest at 1-1/2% per month will be charged to balances outstanding after 30 days.

Hourly rates are subject to annual revision.



PROFESSIONAL PERSONNEL SERVICE FEES
JANUARY 1, 2015 - DECEMBER 31, 2015

PERSONNEL

HOURLY RATES

ENGINEERING

Associate	\$187.00
Project Manager	\$177.00 - \$183.00
Engineer IV	\$164.00
Engineer I, II, III	\$115.00 - \$133.00 - \$151.00

PLANNING

Planner I, II, III	\$115.00 - \$133.00 - \$151.00
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SURVEYING

Associate	\$187.00
Project Manager	\$177.00 - \$183.00
Surveyor I, II, III, IV	\$115.00 - \$133.00 - \$151.00 - \$164.00
Survey Party Chief	\$153.00
Survey Chainman	\$99.00
Apprentice I, II, III, IV	\$61.00 - \$81.00 - \$89.00 - \$95.00
Instrumentman	\$128.00

DESIGN AND DRAFTING

Technician I, II, III	\$112.00 - \$118.00 - \$130.00
Drafter I, II, III, IV	\$87.00 - \$96.00 - \$104.00 - \$114.00
Student Engineer/Surveyor	\$61.00

CONSTRUCTION ADMINISTRATION/QSP-QSD/INSPECTION

Senior Construction Administrator	\$173.00
Resident Engineer	\$128.00
Field Engineer I, II, III	\$115.00 - \$133.00 - \$151.00

SERVICES AND EXPENSES

Project Assistant	\$72.00
Clerical/Administrative Assistant	\$61.00

Principals' time on projects is chargeable at \$215.00- \$236.00 per hour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost plus 10%. Such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at the prevailing IRS rate per mile.

Monthly invoices are due within 30 days from invoice date. Interest will be charged at 0.833% per month on past due accounts.

Expert witness/litigation rates are available upon request.

May 20, 2015
Bill Olechnowicz, Assoc. AIA
MWA Architects, Inc.
Re: Skylonda Fire Station #58 D-B Selection and Peer Review
Proposal for Structural Engineering Services

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Forell/Elsesser Engineers

Hourly Billing Rates and Project Expenses Effective January 1, 2015*

Labor:

<u>STAFF TYPE</u>	<u>RATE PER HOUR</u>
Senior Principal:	\$ 215
Principal:	\$ 190
Senior Engineer:	\$ 145 - \$ 175
Engineer:	\$ 130 - \$ 140
Designer:	\$ 120 - \$ 125
CADD/Revit Manager:	\$ 120
CADD/Revit Operator:	\$ 105 - \$115
Senior Project Administration:	\$ 125
Project Administration:	\$ 75

Project Expenses:

Mileage	Authorized IRS Rate
Reproduction	Actual cost
Postage	Actual cost
Delivery	Actual cost
Other Project Expenses	Actual cost

*Note: Billing rates are subject to annual increases effective January 1.



Task 7 – Peer Review During Construction (Architectural + Civil + Structural + MEP)

- Participate in a pre-construction meeting.
- Provide interpretation of the Bridging Documents, periodic site observation, and general consultation for the County.

This additional service will be invoiced on a **Hourly-to-a-Maximum** basis as follows:

	TASK 1	TASK 4	TASK 5	TASK 6	TASK 7
Mechanical	\$560	\$560	\$2,660	\$3,920	\$4,480
Plumbing	\$1,680	\$560	\$2,660	\$3,920	\$4,480
Electrical	\$560	\$560	\$2,660	\$3,920	\$4,480
Technology	--	\$560	\$2,660	\$3,920	\$2,800
TOTAL	\$2,800	\$2,240	\$10,640	\$15,680	\$16,240

Total Fee: \$47,600

Project related reimbursable expenses will be invoiced per the original contract.

Our current standard hourly rates are:

Principal:	\$280/Hour
Associate Principal:	\$210/Hour
Associate:	\$190/Hour
Sr. Engineer/Sr. Designer:	\$165/Hour
Project Designer II/Project Engineer II:	\$140/Hour
Project Designer I/Project Engineer I:	\$130/Hour
Designer Level II:	\$115/Hour
Designer Level I:	\$110/Hour
Drafter Level II:	\$100/Hour
Drafter Level I:	\$95/Hour
Administrative:	\$75/Hour

Please indicate your authorization of these extra services by signing below and faxing, emailing, or mailing this letter back to us so we can set up our records and begin work.

If you have any questions, please contact this office.

Sincerely,

Joel D. Cruz,
Principal

JL:sh/hb

2015 Schedule of Fees

Hourly Rates

Principal/Managing Principal	\$185.00 - \$195.00
Senior Cost and Project Managers	\$160.00 - \$180.00
Cost and Project Managers	\$130.00 - \$160.00
Project and Cost Engineers	\$110.00 - \$130.00
Administrative Support	\$ 70.00

Expert Witness Trials and Depositions

Billed at 1.5 times normal billing rate.

Reimbursable Expenses

Billed at 1.1 times cost.

- Expense of reproductions, postage and handling of drawings, specifications and other documents.
- Expense of data processing and photographic production for presentation purposes.

Billing rate increases are approximately 3% annually.

May 20, 2015

Task	MWA	BKF	Forell/Elsesser	Interface	Mack5	Mark-Up	Total
Task 1: Approx. Hrs.	70	28	0	20	0	N/A	118
Task 1: Fee	\$14,000	\$4,852	\$0	\$2,800	\$0	\$765	\$22,417
Task 2: Approx. Hrs.	4	20	0	0	0	N/A	24
Task 2: Fee	\$800	\$3,436	\$0	\$0	\$0	\$344	\$4,580
Task 3: Approx. Hrs.	24	0	0	0	0	N/A	24
Task 3: Fee	\$4,800	\$0	\$0	\$0	\$0	\$0	\$4,800
Task 4: Approx. hrs.	48	8	10	16	0	N/A	82
Task 4: Fee	\$9,600	\$1,416	\$2,000	\$2,240	\$0	\$566	\$15,822
Task 5: Approx. hrs.	80	16	15	76	40	N/A	227
Task 5: Fee	\$16,000	\$2,832	\$3,000	\$10,640	\$6,800	\$2,327	\$41,599
Task 6: Approx. hrs.	100	48	40	112	0	N/A	300
Task 6: Fee	\$20,000	\$8,288	\$7,000	\$15,680	\$0	\$3,097	\$54,065
Task 7: Approx. Hrs.	120	64	60	116	0	N/A	360
Task 7: Fee	\$24,000	\$10,704	\$11,000	\$16,240	\$0	\$3,794	\$65,738
Total Approx. Hrs.	446	184	125	340	40	N/A	1,135
Total Fee	\$89,200	\$31,528	\$23,000	\$47,600	\$6,800	\$10,893	\$209,021
Reimb.	\$2,500	\$500	\$850	\$1,000	\$150	N/A	\$5,000
					Grand Total		\$214,021