

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TAYLOR DESIGN

This Agreement is entered into this 6 day of April, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Taylor Design, 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 Architectural and Engineering services in support of San Mateo Health System Campus Projects.

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
- Exhibit C – Contractor Proposal dated March 21, 2017
- Attachment I—§ 504 Compliance

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 Seven Million, One Hundred Twenty Four, Two Hundred Seventy dollars (\$7,124,270). This includes 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 April 6, 2017, through November 30, 2021.

5. Termination

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

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.

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 if this Agreement's total value listed in the Section titled "Payments", 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.

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 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: Sam Lin/Sr. Capital Project Manager
Address: 1402 Maple St, Redwood City, CA
Telephone: 408-391-5150
Email: slin@smcgov.org

In the case of Contractor, to:

Name/Title: Kevin Hinrichs/Principal
Address: 26 O'Farrell Street, 2nd Floor, San Francisco, CA 94108
Telephone: 415-992-4455
Email: khinrichs@WeAreTAYLOR.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.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

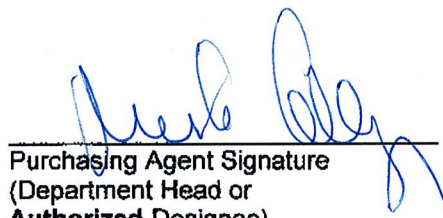
For Contractor:


Contractor Signature

April 6, 2017
Date

Kevin Hinrichs, Principal
Contractor Name (please print)

For County:


Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

5/4/17
Date

Mike Conway
Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Assistant County Manager
Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

The full project scope is a series of projects including:

Phase 1 – Nursing Tower Ground Floor Remodel, Demolish the Health Admin Building (1954 Hospital) and Pre-Design of the New Administration Building

Phase 2 – New Administration Building, Demolish the Health Services Building, and associated site work.

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

1. PROJECT SCOPE

1.1. The areas of work includes the following individual scope:

1.1.1.OSHPD Compliance Facilitation

1.1.1.1. Assist County of San Mateo with compliance of seismic safety requirements by presenting proposed solutions, meeting and communicating with OSHPD, and documenting the accepted solution.

1.1.2.Nursing Tower Ground Floor Renovation

1.1.2.1. Complete renovation of the existing area for new departments which may include but not limited to kitchen, cafeteria, morgue, security, PBX, medical records, staff lockers, storage, etc.;

1.1.2.2. Revised loading zone and parking area adjacent to the project area;

1.1.2.3. The Authority Having Jurisdiction (AHJ) is OSHPD. Contractor shall be responsible for obtaining all necessary building permits.

1.1.3.Demolish 1954 Hospital Building

1.1.3.1. Complete demolition of the building, repair the wall separating the building from the adjacent hospital, modify exit paths, prepare site for new building;

1.1.3.2. Project area is 109,000sf;

1.1.3.3. The Authority Having Jurisdiction (AHJ) is OSHPD. Contractor shall be responsible for obtaining all necessary building permits.

1.1.4.New Administration Building

1.1.4.1. Complete renovation of the existing area for new departments which may include but not limited to dining, cafe, receiving, administrative space, offices, etc.;

1.1.4.2. Project area is 70,000sf;

1.1.4.3. The New Administration Building shall be LEED certified.

1.1.5.Demolish the Health Services Building

1.1.5.1. Complete demolition of the building, prepare site for parking;

1.1.5.2. Project area is 67,000sf; County of San Mateo's estimated construction cost is \$4,000,000.

1.1.6. Site Work, Landscape, and Parking

1.1.6.1. Re-grading the site as required by the building(s) demolition and new site design, including landscaped areas, parking, and vehicle drop off;

1.1.6.2. Project area is adjacent to the existing 1954 Hospital Building and Health Services Building;

2. GENERAL SERVICES

2.1. The Architect's services consist of those described in herein and include usual and customary structural, mechanical, plumbing, and electrical engineering services. In addition, the Architect is to provide specialized services including civil, landscape, fire sprinkler, fire alarm, kitchen and medical equipment planning, cost estimating, acoustical engineering, signage design, architectural interior design, and furniture selection.

2.2. The Architect shall manage the Architect's services, consult with the County of San Mateo, research applicable design criteria, attend Project meetings, Public meetings, communicate with members of the Project team and report progress to the County of San Mateo.

2.3. The Architect shall coordinate its services with those services provided by the County of San Mateo and the County of San Mateo's identified consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the County of San Mateo and the County of San Mateo's consultants. The Architect shall provide prompt written notice to the County of San Mateo if the Architect becomes aware of any error, omission or inconsistency in such services or information.

2.4. The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall be responsible to obtain all necessary permit and approvals.

2.5. The Architect shall assist the County of San Mateo in connection with the County of San Mateo's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3. OSHPD COMPLIANCE FACILITATION

3.1. The Architect shall assist the County of San Mateo regarding compliance with OSHPD seismic safety requirements.

3.2. The Architect shall assist to develop an approach, schedule, and documentation for compliance.

3.3. The Architect shall meet with County of San Mateo, OSHPD, and other agencies as necessary to review the proposed compliance documentation.

3.3.1. Up to eight (8) meetings, including travel to Sacramento, may be required.

4. PRE-DESIGN SERVICES

4.1. The Architect shall provide preliminary design services, including the following tasks:

- 4.1.1. Stakeholder meetings with the County of San Mateo and selected User Groups to discuss project design objectives, stakeholder values, space needs and adjacencies, quantity and functional responsibilities of personnel, human and material flow patterns, major equipment, and site requirements (up to 12 meetings).
- 4.1.2. Perform a site investigation with Engineering Consultants to determine existing infrastructure conditions, observe workflow, and obtain general project information.
- 4.1.3. Obtain and review preliminary equipment information from the County of San Mateo for the areas of work.
- 4.1.4. Visioning meeting with the County of San Mateo and selected User Groups to determine customer, user, patient, caregiver, and staff experience, workplace strategy, and organizational structure.
- 4.1.5. Perform primary user research to determine ethnographic approach, observe operations, map circulation flow, and interview staff as applicable.
- 4.1.6. Prepare design strategy based on primary and secondary research to distill brand strategy into values, personality, key ideas, positioning, and vision to summarize the experience characteristics.
- 4.1.7. Develop preliminary design strategy document(s) that also includes programming information summarizing the quantitative and qualitative requirements for the project.
- 4.1.8. Meet with the County of San Mateo and selected User Group to review the design strategy and programming document(s).
- 4.2. The Architect shall provide Programming Services, including the following tasks:
 - 4.2.1. Develop concept or test-fit plans based on County of San Mateo input and site information.
 - 4.2.2. Develop phasing plans and work with County of San Mateo to develop phasing schedule.
 - 4.2.3. Meet with the County of San Mateo and selected User Group to review refined program, phasing, and concept plans.
 - 4.2.4. Meet with County of San Mateo and selected User Group to review and approve Pre-Design submittal.

5. SCHEMATIC DESIGN PHASE SERVICES

- 5.1. The Architect shall review the program and information furnished by the County of San Mateo, and shall review laws, codes, and regulations applicable to the Architect's services.
- 5.2. The Architect shall prepare a preliminary evaluation of the County of San Mateo's program, schedule, and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the County of San Mateo of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- 5.3. The Architect shall present its preliminary evaluation to the County of San Mateo and shall discuss with the County of San Mateo alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches.

The Architect shall reach an understanding with the County of San Mateo regarding the requirements of the Project.

- 5.4. Based on the Project's requirements agreed upon with the County of San Mateo, the Architect shall prepare and present for the County of San Mateo's approval a preliminary design illustrating the scale and relationship of the Project components.
- 5.5. Based on the County of San Mateo's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the County of San Mateo's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- 5.6. The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the County of San Mateo's program, schedule, code requirements, and budget for the Cost of the Work. The County of San Mateo may obtain additional environmentally responsible design services as an optional service.
- 5.7. The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the County of San Mateo's program, schedule and budget for the Cost of the Work.
- 5.8. The Architect shall submit to the County of San Mateo an estimate of probable construction cost.
- 5.9. The Architect shall submit the Schematic Design Documents to the County of San Mateo, and request the County of San Mateo's approval.
- 5.10. The Architect shall provide Schematic Design Services, including the following tasks:
 - 5.10.1. Prepare design concept and design inspiration images based on design guidelines.
 - 5.10.2. Meet with County of San Mateo and selected User Group to review design concepts and determine design direction and aesthetics to support experience characteristics (4 meetings).
 - 5.10.3. Obtain electrical panel testing, circuit tracing, chilled water testing, and air balance measurement results from the County of San Mateo, as applicable, to aid the project team in determining necessary infrastructure upgrades.
 - 5.10.4. Perform a Code Analysis of the areas of work to provide recommendations based on project specific requirements.
 - 5.10.5. Prepare three (3) finish palette options.
 - 5.10.6. Develop three (3) floor plans based on concept/test-fit plan(s).
 - 5.10.7. Meet with County of San Mateo and selected User Group to review finish palette options and floor plans and select one for further development (1 meeting).
 - 5.10.8. Prepare interior and exterior design models with three (3) design options.

- 5.10.9. Meet with County of San Mateo and selected User Group to review design options and select one for further development (2 meetings).
- 5.10.10. Refine selected floor plan, finish palette and design option and prepare preliminary equipment plan.
- 5.10.11. Meet with County of San Mateo and selected User Group to review and signoff on final floor plan, finish palette and design option. Review preliminary equipment plan (2 meetings).
- 5.10.12. Prepare Schematic Design drawings including revised floor plan, ceiling plan, equipment plan as well as coordinate with engineers to develop basis of design narratives/sketches.
- 5.10.13. Prepare a preliminary table of contents for specifications.
- 5.10.14. Meet with County of San Mateo and selected User Group to review and approve Schematic Design set and review construction costs.

6. DESIGN DEVELOPMENT PHASE SERVICES

- 6.1. Based on the County of San Mateo's approval of the Schematic Design Documents, and on the County of San Mateo's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the County of San Mateo's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- 6.2. The Architect shall update the estimate of probable construction cost.
- 6.3. The Architect shall submit the Design Development Documents to the County of San Mateo, advise the County of San Mateo of any adjustments to the estimate of probable construction cost, and request the County of San Mateo's approval.
- 6.4. The Architect shall provide Design Development Services, including the following tasks:
 - 6.4.1. Obtain final site specific vendor equipment installation drawings from the County of San Mateo including seismic anchoring and infrastructure information.
 - 6.4.2. Meet with the Authority Having Jurisdiction (AHJ), and the County of San Mateo as available, to review preliminary project information to identify possible project issues prior to submittal.
 - 6.4.3. Meet with the County of San Mateo and selected User Group to review and approve the 100% Design Development submittal.

7. CONSTRUCTION DOCUMENTS PHASE SERVICES

- 7.1. Based on the County of San Mateo's approval of the Design Development Documents, and on the County of San Mateo's authorization of any adjustments in the Project requirements and the

budget for the Cost of the Work, the Architect shall prepare Construction Documents for the County of San Mateo's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The County of San Mateo and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals.

7.2. The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

7.3. During the development of the Construction Documents, the Architect shall assist the County of San Mateo in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the County of San Mateo and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

7.4. The Architect shall update the estimate of probable construction cost.

7.5. The Architect shall submit the Construction Documents to the County of San Mateo, advise the County of San Mateo of any adjustments to the estimate of probable construction cost, make appropriate recommendations to the County of San Mateo to adjust the Project's size, quality or budget, and request the County of San Mateo's approval.

7.6. The Architect shall provide Construction Document Services, including the following tasks:

7.6.1. Coordinate with the County of San Mateo's consultants to incorporate information into project drawings.

7.6.2. Meet with County of San Mateo and selected User Group to review and approve the 100% Construction Document submittal.

7.6.3. Prepare and issue submittal packages including drawings, applications, calculations, and project manual of specifications for review by AHJ.

7.6.4. Revise submittal package and prepare written responses to AHJ comments.

7.6.5. Prepare backcheck packages including drawings, applications, calculations, and project manual of specifications for review by AHJ.

7.6.6. Include visits to AHJ in Sacramento for over-the-counter reviews.

8. BIDDING PHASE SERVICES

8.1. The Architect shall assist the County of San Mateo in establishing a list of prospective contractors. Following the County of San Mateo's approval of the Construction Documents, the Architect shall assist the County of San Mateo in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

8.2. The project will be competitively bid. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

8.3. The Architect shall assist the County of San Mateo in bidding the Project by:

8.3.1. providing Bidding Documents to the County of San Mateo for distribution to prospective bidders;

8.3.2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

8.3.3. attending pre-bid conference for prospective bidders, as organized and conducted by the County of San Mateo;

8.3.4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

8.3.5. attendance for the opening of the bids, as directed by the County of San Mateo.

8.4. The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

9. CONSTRUCTION PHASE SERVICES

9.1. The Architect shall provide administration of the Contract between the County of San Mateo and the Contractor as set forth below.

9.2. The Architect shall advise and consult with the County of San Mateo during the Construction Phase Services. The Architect shall have authority to act on behalf of the County of San Mateo only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

9.3. The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

9.4. The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the County of San Mateo:

9.4.1. Weekly visits to the site by the Architect over the duration of the Project during construction

9.4.2. Weekly observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

9.4.3. Two (2) visits to observe portions of the Work to determine final completion

9.5. Evaluation of the Work

9.5.1. The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in this Agreement, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the County of San Mateo reasonably informed about the progress and quality of the portion of the Work completed, and report to the County of San Mateo (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

9.5.2. The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

9.5.3. The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the County of San Mateo or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

9.5.4. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both County of San Mateo and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

9.5.5. Unless the County of San Mateo and Contractor designate another person to serve as an Initial Decision Maker, the Architect shall render initial decisions on Claims between the County of San Mateo and Contractor as provided in the Contract Documents.

9.6. Certificates for Payment to Contractor

9.6.1. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the County of San Mateo, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

9.6.2. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the County of San Mateo to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.6.3. The Architect shall maintain a record of the Applications and Certificates for Payment.

9.7. Submittals

9.7.1. The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within two weeks, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

9.7.2. In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

9.7.3. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

9.7.4. The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon (two weeks), or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

9.7.5. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

9.8. Changes in the Work

9.8.1. The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an

extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the County of San Mateo's approval and execution in accordance with the Contract Documents.

9.8.2. The Architect shall maintain records relative to changes in the Work.

10. PROJECT COMPLETION

- 10.1. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the County of San Mateo, for the County of San Mateo's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- 10.2. The Architect's observations shall be conducted with the County of San Mateo to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- 10.3. When the Work is found to be substantially complete, the Architect shall inform the County of San Mateo about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- 10.4. The Architect will work with the County of San Mateo, IOR, and others as necessary to complete Verified Reports as required at progress milestones and at project completion.
- 10.5. The Architect shall forward to the County of San Mateo the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the County of San Mateo against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- 10.6. Upon request of the County of San Mateo, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the County of San Mateo to review the facility operations and performance.

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:

Phase 1 – \$3,041,565

Breakdown of Phase 1 is as follows:

OSPHD Compliance Facilitation - \$40,160

Nursing Tower Ground Floor Renovation - \$1,901,905

Breakdown of Nursing Tower Ground Floor Renovation is as follows:

- Pre-Design - \$102,582
- Schematic Design - \$271,065
- Design Development - \$412,067
- Construction Documents - \$638,096
- Permitting - \$84,483
- Bidding - \$43,925
- Construction Administration - \$349,687

1954 Building Demolition - \$858,180

Breakdown of 1954 Building Demolition is as follows:

- Pre-Design - \$61,708
- Schematic Design - \$115,176
- Design Development - \$181,763
- Construction Documents - \$270,977
- Permitting - \$36,359
- Bidding - \$24,617
- Construction Administration - \$167,580

New Administration Building Pre-Design - \$183,320

Reimbursable - \$58,000

Phase 2 - \$4,082,705

Breakdown of Phase 2 is as follows:

New Administration Building - \$3,378,455

Breakdown of New Administration Building is as follows:

- Schematic Design - \$533,336
- Design Development - \$823,025
- Construction Documents - \$1,205,959
- Permitting - \$97,857
- Bidding - \$70,634
- Construction Administration - \$647,643

Site Work and Health Services Building Demolition - \$625,250

Breakdown of Site Work and Health Services Building Demolition is as follows:

- Schematic Design - \$105,926
- Design Development - \$138,344
- Construction Documents - \$207,713
- Permitting - \$22,368
- Bidding - \$13,807
- Construction Administration - \$137,093

Reimbursable - \$79,000

Individual work orders for Phase 1 and Phase 2 shall be issued from this contract.

Payments. All payments will be invoiced at the end of each month, and due and payable to Contractor within thirty (30) days of receipt by County. Payments shall be based upon the percentage of work completed to date including materials stored and work performed on. County and Contractor shall agree to a "Schedule of Values" on which the relative percent complete will be determined..

Disputed Payments. If County disputes any invoice, or part thereof, or any supporting documentation related thereto, County shall approve full payment to Contractor less any portions of the Invoice amount in dispute. County shall further provide to Contractor a written explanation of the basis for the dispute and the amount being withheld related to the dispute, no later than the due date for such Invoice, and the dispute resolution provisions of Section 15 shall apply. If any amount disputed by County is finally determined to be due to Contractor, either by agreement between the Parties, which shall be reduced to a dated writing, or as a result of dispute resolution pursuant to Section 16, such amount shall be deemed approved by County and immediately due and payable.