

**Request for Proposals**  
**for**  
**On-Call Architectural/Engineering**  
**Design and Space Planning Services**



**San Mateo County**  
**Project Development Unit**

**Issued: October 18, 2023**

**Responses due: November 29, 2023**

**at 2:30pm PST**

Sam Lin, Director  
County of San Mateo Project Development Unit  
555 County Center, 2nd floor  
Redwood City, CA 94063  
Email: [slin@smcgov.org](mailto:slin@smcgov.org)

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

***Note regarding the Public Records  
Act:***

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

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

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## **SECTION I – GENERAL INFORMATION**

### **A STATEMENT OF INTENT**

This Request for Proposals (RFP) sets forth the technical qualifications, the submittal requirements, and establishes the criteria for selection and defines the selection process.

As outlined in more detail in Section II – Scope of Work below, this RFP seeks highly qualified firms (“Proposers” or “Firms”) for Architectural/Engineering Design teams that will provide on-call Architectural Design Services. The selected Firms, including their team of subconsultants, will provide services on numerous ground up construction projects within San Mateo County, managed by the Project Development Unit (“PDU”).

One of the selected Firms will be hired to provide design services for the replacement of Fire Station #59 located in the town of Pescadero. This will be a brand-new facility of approximately 15,000 SF in size, adjacent to Pescadero High School. While no decision has been made as to the project delivery method for this project, the PDU is considering progressive-design build (PDB). This contracting method anticipates that the selected Firm will validate the current concept design and carry that concept up to 100% schematic design. The PDU will then use the schematic design to hire the General Contractor and their set of design partners to complete the design and enter into a Guaranteed Maximum Price for the construction.

In addition to Fire Station #59, the PDU anticipates additional projects over the next several years that will range in construction value from \$1,000,000 – \$50,000,000. These projects may include , homeless navigation/shelters, renovation and expansion of facilities and improvements to various County Facilities.

Work will be distributed, at the full discretion of the PDU, among the selected Consultants’ teams based on the best match of qualifications and expertise to particular projects and the firm’s performance on this contract.

The target start dates and terms for the proposed services are subject to negotiation of a final agreement, through to the completion of the projects. PDU intends to award a minimum three (3) on-call contracts to provide the requested services on an as-needed basis.

### **B DEFINITIONS:**

“Proposer or Firm” refers to the lead architectural firm, and its Core, submitting a Proposal in response to this RFP.

“Core Disciplines”, include Architecture, Landscape Architecture, Structural, Mechanical, Plumbing, Electrical, and Civil engineering.

### **C BACKGROUND**

PDU plans, designs, and constructs new County-owned facilities to ensure they are safe and accessible to the residents and clients of the County agencies, the general public, and County employees. PDU is currently managing a portfolio of approximately 15 projects with a total budget over \$1 billion.

### **D Diversity, Equity, and Inclusion**

Diversity, Equity, and Inclusion are core values at the County of San Mateo and are becoming business imperatives for any organization that wants to work smart, innovate, and promote equity. A diverse and inclusive work environment brings in new ideas and experiences. Different ideas and perspectives lead to better problem-solving. Working in diverse teams opens dialogue and promotes creativity.

#### **Our Commitment**

San Mateo County is committed to promoting diversity in addition to fostering equity, inclusion, respect,

and appreciation across the entire workforce.

## **E THE REQUEST FOR PROPOSALS PROCESS**

This RFP seeks the submission of proposals to provide services from any and all interested and qualified Proposers. San Mateo County seeks, by way of this RFP, to obtain the required services in a manner that maximizes the quality of services, while also maximizing value to the County and, by extension, the residents of the County. PDU strongly encourages the participation of Proposers who are based, or have offices, in the Bay Area. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the Proposer's demonstrated competency and experience in delivering services of a similar scope and type, and the local availability of the Proposer's personnel and resources.

## **SECTION II – SCOPE OF WORK**

### **A DESCRIPTION**

The scope of services to be provided shall be in accordance with the California Code of Regulations –Title 24 requirements, latest edition, the County of San Mateo Municipal Green Building Policy (a copy can be downloaded at <https://bit.ly/2DhAmiY>), and all other applicable codes and standards. The initial scope of work for each project will be established prior to the issuance of a task order. Depending on the project's needs, firms may be requested to perform various architectural/engineering related tasks at different phases of design and construction. These services include but are not limited to:

1. Assisting the County in evaluating current and anticipated space needs regarding organizational structure, functional requirements, and workplace design including but are not limited to ADA, and office workplace accommodation:
  - a) Examination of current space layout, functions, and ergonomics;
  - b) Survey of County staff to gather data on space requirements;
  - c) Review of relevant County policies associated with the building design.
2. Providing all the required “tools of the trade” (e.g. software, equipment, etc.) to perform the requested services contained in the task order(s). Firms shall provide all necessary resources, equipment and other devices as needed to assure all work is done in a timely and professional manner to deliver the required deliverables.
3. Performing architectural/engineering and space planning design, and create a preliminary design (including feasibility study/programming where appropriate), develop the design through all design phases, and followed by a final design including construction drawings and specifications, as needed for submission to the relevant Reviewing Agencies/Authorities Having Jurisdiction (“AHJ”).
4. Developing recommendations for programmatic space needs for the County incorporating the following
  - a) Function and size in square feet;
  - b) Efficient, modern, and configurable building design and interior layout/furnishing scenarios;
  - c) Functional layout and organization concepts through space programming;
  - d) Examination of alternative space planning strategies;
  - e) Space allocations for required functions and employees utilizing current and projected staffing needs;
  - f) Providing ongoing architectural consultation services throughout the duration of a project.
  - g) Assist the PDU in preparing and making public presentations at various Boards and Commissions.
  - h) Work as a liaison with AHJ as required to provide guidance to the County and others as deemed necessary to secure required approvals.

- i) Perform/incorporate AHJ requirements into the design. Tasks may include regulatory agency required site observations, submittals, and any other requirements.
- j) Coordinate and work with the County and its consultants.
- k) Attend meetings and participate in other general project coordination duties: The Firm(s) must attend various user group/pre-construction/design meetings to perform necessary coordination, provide project oversight and/or project closeout assistance as necessary, and be available or on-site throughout the duration of the project(s), as required.

The Firm(s) shall also have experience working with the various AHJs and have knowledge of the various County building regulations, standards, policies and processes; including but are not limited to Planning, Building, Fire, Environmental Health, Public Works, and CEQA/EIR.

The County may request from the firm(s) to provide any or all of the above tasks, according to the nature of the project(s) assigned. The firm(s) must be so staffed as to render these services expeditiously upon request.

The selected firm(s) will become an integral member of the County's implementation team.

### **B Required Core Disciplines:**

Each proposal must include all the following disciplines: Architecture, Landscape Architecture, Structural, Mechanical, Plumbing, Electrical, and Civil engineering. Proposals that do not include all of the Core disciplines will be considered non-responsive and will be rejected. The core disciplines must be capable of performing at least 50% of the services in-house, without brokering these services out to other subconsultants. Firms should also expect to attend design meetings with key team members and are advised to staff accordingly.

### **C Specialty Disciplines:**

Proposals shall include the following specialty consultants:

1. Cost Estimating
2. CASP Certification
3. Building Commissioning
4. Historic Preservation
5. Interior Design
6. Roofing/Waterproofing/Exterior envelope
7. Signage & Wayfinding
8. Vertical Transportation
9. Fire Protection
10. Acoustical Engineering
11. Audio, Visual, Telecom, IT Security
12. Lighting design
13. Specification Writing
14. Rendering/Modeling
15. Food Services



## **SECTION III: MINIMUM QUALIFICATIONS**

### **A CORE CONSULTANT MINIMUM QUALIFICATIONS**

Proposals will be considered only from firm(s) who can demonstrate the following minimum qualifications:

1. Design excellence on recent projects as evidenced by their recognition of industry associations, design awards, publications on major journals etc.
2. Demonstrated experience and leadership in sustainable design that includes fluency in Net Zero initiatives and best practices in sustainability.
3. Must have completed the design and construction of (2) public/civic buildings in the Bay Area within the past 10 years. Projects must have a construction value of no less than \$30 million each.
4. Provide (2) projects that can demonstrate the ability to design to a fixed owner's construction budget.
5. Experience designing at least (2) projects using Progressive Design-build and CM-at-Risk and other available project delivery systems allowed under California Public Contract Code (4) projects in total.
6. Firms' staff shall be knowledgeable of all applicable codes, including planning, building, the ancillary permit requirements, Americans with Disabilities Act, federal, state and local by-laws as applicable, including sustainability, conservation and practice of LEED/ZNE principles and certification processes.

### **B. FIRE STATION #59 MINIMUM QUALIFICATIONS**

Firms who wish to be considered for the design of Fire Station #59 must meet the additional qualification:

1. The architectural Firm or team principal must have designed and received all regulatory approvals for at least one fire house in California, approximately 15,000 square feet within the past 15 years. The proposed Architect must have been the Architect of Record for this qualifying project.
2. The Structural Engineer must have designed an Essential Services Building (as defined by the 2022 California Building Code). The proposed Structural Engineer must have been the Engineer of Record for this qualifying project.

### **C DESIRED QUALIFICATIONS:**

Experience designing heavy timber structures that may also include Cross Laminated Timber (CLT), Nail Laminated Timber (NLT), Dowel Laminated Timber (DLT), Massive Ply Panel (MPP), or similar mass timber projects that demonstrated extensive knowledge of the material and code restraints and benefits.

### **D CORE CONSULTANT KEY PERSONNEL QUALIFICATIONS**

Key or Lead Personnel, such as Project Manager, Lead Architect or Engineer must have at least 15 years of experience in their respective fields and meet the following qualifications:

1. Lead Architect/Engineer must have a current and valid registration as licensed professional in the State of California.
2. Experience in at least (5) relevant and verifiable projects
3. Experience in LEED design principles

4. The personnel assigned to projects shall possess comprehensive experience in all phases of design and construction within the last five years on public or civic projects in the State of California,

#### **E      COMPENSATION and LENGTH OF AGREEMENT**

Firm(s) selected will be offered a NOT-TO-EXCEED contract in the amount of \$3,000,000 each. The PDU will request fee proposals for each project as services are needed. Upon authorization, task order will be issued and the authorized amount will be subtracted from the overall not-to-exceed amount. Because this an on-call contract, there is no guarantee that the maximum contract amount will be expended or that the award of the contract represents a revenue source for the of the selected Firms.

The anticipated duration of the agreement will be for three (3) years, with the term tentatively to begin in January 2024 and end in January 2027. The service term may be extended with written approval by PDU as needed.

### **SECTION IV – GENERAL TERMS AND CONDITIONS**

**Read all Instructions.** Read this entire RFP and all enclosures before preparing your proposals.

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

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

**Questions and Responses Process.** Submit all questions relating to this RFP to the contact noted in Section IV. All questions must be received no later than **October 25 2023 by 5:00 pm** via email to Paul Hundal at [ahundal@smcgov.org](mailto:ahundal@smcgov.org) and Sam Lin at [slin@smcgov.org](mailto:slin@smcgov.org)

Addendums, additional information, responses to questions, and changes to this RFP, if warranted, will be posted to the PDU website: [www.smcpdu.org](http://www.smcpdu.org). It is the responsibility of each Proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A Proposer's failure to do so will not provide a ground for protest. Submittals that do not reflect the information provided in the addendum/addenda may be considered non-responsive and the submittals may be rejected.

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

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a Proposer fails to notify the County of an error in the RFP prior to the date fixed for submission, the Proposer shall submit a response at his/her own risk, and if the Proposer enters into a contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

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

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

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

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

**Equal Benefits.** Selected Firm(s) 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 employee is of the same or opposite sex as the employee.

**Jury Duty.** The selected firm(s) must comply with the County Ordinance requiring that the firm(s) have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the firm(s) or that the firm(s) deducted from the employee’s regular pay the fees received for jury service. See the Jury Service Requirements Chapter

2.85 of the Ordinance Code of San Mateo County enclosure. If the firm(s) has no employees that qualify for jury duty in San Mateo County, the firm(s) may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

**Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the firm(s) must carry \$2,000,000 or more in comprehensive general liability insurance; the firm(s) must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the firm(s) has two or more employees, the firm(s) must carry the statutory limit for workers’ compensation insurance; if the firm(s) or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the firm(s) must carry professional liability insurance; and the firm(s) must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

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

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

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

**Group Purchasing Organization Participation.** Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible

while also providing the highest quality services in order to be considered viable consultants for the listed services. The County reserves the right to use GPO consultants if doing so is in the County's best interest, as determined solely by the County, even if that consultant does not submit a proposal in response to this RFP.

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

**Reimbursables.** If work authorized is based on time, equipment, and materials (T&M), all reimbursable services shall require advanced authorization in writing and only time spent on delivering the professional services under the task order scope is billable, excluding office overhead such as administrative work, accounting (see Reimbursables below). All reimbursables are on an actual-cost basis without mark-up. When invoicing for reimbursable costs, detailed back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task ("Detailed Backup"). Use of sub-consultants, with advanced authorization in writing, must also present in the Detailed Backup.

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

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

**Travel Costs.** There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind:

- a. Reimbursable Expenses shall not include Local Travel, see below for definition.
- b. Travel expenses beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.
- c. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.

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

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

**Sub-consultants.** All requirements of this RFP shall apply to any proposed sub-consultant(s) under the Proposers' teams.

**Miscellaneous.** This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County. Finally, the County may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the firms that submitted proposals.

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

## **SECTION V – REQUEST FOR PROPOSAL PROCEDURE**

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

### **A CONTACT PERSON**

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

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

### **B TENTATIVE RFP SCHEDULE**

County Reserves the right to modify this schedule at any time at its sole discretion.

<b>EVENT</b>	<b>DATE</b>
Release Request for Proposals	10/18/23
<b>Deadline to submit questions</b> to the County via email as noted in Section III above	<b>10/25/2023@5:00PM</b>
Responses to questions / last addendum posted on PDU website	11/3/2023
<b>Proposal Submission Deadline</b>	<b>11/29/2023 @2:30PM</b>
Selected Firm(s) Announced on PDU website	12/11/2023
Recommendation to County Board of Supervisors	1/23/2024

### **C SUBMISSION OF PROPOSALS**

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

All responses must be received by the stated date and time in order to be considered for award. The

County will not be responsible for late proposals. Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the County. It is the responsibility of the Proposer to

ensure that the proposal is received at the specified address by the specified deadline noted in this RFP. All proposals will be date and time stamped upon receipt. The County will not be responsible for late or incomplete responses due to mistakes or delays of the Proposer or carrier used by the Proposer or weather delays.

The PDU requests that all RFP responses include the following:

1. Cover letter introducing the responding team.
2. Organization chart, including relationships of the core team, its subcontractors and information on the principals from each of the firms on the team.
3. Qualifying projects. Submit examples of your work that demonstrate design excellence in an urban setting.
4. Core Team qualifications,
5. Provide a statement explaining your firm's approach toward inclusive hiring and inclusive procurement practices.
6. References.

## **D CONFIDENTIALITY OF PROPOSALS**

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

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

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

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

## **E PROPOSAL EVALUATION**

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a Proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the Proposer's offices, other field visits or

observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified firm(s) will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation will be focused on factors such as design excellence, proven track record of performance references, and qualifications.

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

- A. **Completeness of Response Submission** – RFP responses should describe comprehensive architectural/engineering and construction administration services relevant to the projects in planning and should respond to each of the items set forth in the RFP and adherence to the formatting rules.
- B. **Personnel Experience and Qualification** – Evaluation of the list of personnel specifically assigned to the Project, including their qualifications, professional/industry experience, and recent project experience. Relevant design expertise to address program requirements and design experience on projects of similar nature/scope to the projects in planning will also be considered.
- C. **Depth and Quality of Proposer's Performance** – Review of past performance and demonstration of creativity on projects of similar nature and complexity as the projects in planning; evaluation of client references whether included in the proposal response or not; overall responsiveness to County's needs.
- D. **Technical / Management Approach** – Evaluation of the Proposer's overall ability to interface and coordinate with the County's various user groups throughout conceptual design, schematic design, and design development, coupled with the technical expertise and design of a project responsive to the County's current and future needs. The demonstrated ability of the Proposer to provide a sound, efficient design delivery approach, management of project budget, and cost-effective design are also key considerations.
- E. **Availability** – Evaluation of the workload of Proposer's team (including sub-consultants) and the staffing to be assigned to the Project from the various office locations.
- F. **Financial Stability** – Evaluation of the overall financial position of Proposer as determined from financial information submitted or from other independent sources.

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

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

## **F PROPOSAL RECOMMENDATION**

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

## **G NOTICE TO PROPOSERS**

The County is not required to give notice to Proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the County

will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the County.



## H PROTEST PROCESS

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

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

Sam Lin, Director Project  
Development Unit 555 County  
Center, 2<sup>nd</sup> floor Street Redwood City,  
CA 94063

## **SECTION VI – PROPOSAL SUBMISSION REQUIREMENTS**

### A GENERAL INSTRUCTIONS

All proposals should be in type-format and have a table of contents, cover letter, tabs 1 – 9 (at a minimum) outlined in Section C below, and page numbering. The proposals should be bound and printed vertically (“portrait” orientation) on standard 8 ½” by 11” papers. The proposals should not exceed 50 pages, single sided (excluding covers/tabs without proposal content, resumes, financial information, and any marketing materials), but will preferably be much shorter. Type size should be no smaller than 10 point, but preferably larger.

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

The RFP responses shall be submitted to the County Contact Person noted in Section IV above in the form of **one (1) digital submittals**. Clearly mark on the sealed envelope the title of this RFP “*On-Call Architectural/Engineering Design and Space Planning Services for the San Mateo County Project Development Unit*”.

In addition, upload an electronic soft copy in PDF of the above same proposal with filename “SMC On-call AE RFP [Your Firm Name]” to <https://dbinbox.com/SMCPDU> by the same due date and time noted in item above.

**Proposals received late will not be opened or given any consideration** . It is the responsibility of the Proposers to ensure submittals are received at the specified address by the specified deadline noted in the proposal request. The County will not be responsible for late or incomplete responses due to mistakes or delays of the Proposer .

Proposers should read the entire RFP, all addendum posted and all enclosures before preparing proposals. Proposers should seek clarification of requirements they do not fully understand.

## **B COVER LETTER**

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

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

## **C SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP**

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

## **D TABBING OF SECTIONS**

### **TAB 1 Qualifications and Experience:**

- 1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full time employees (FTEs) are you capable of assigning if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and sub-consultants.
- 4) List the professional qualifications for every individual(s) that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, years of professional/industry experience, years with the current firm, and any professional certifications and/or licensing.
- 5) List your proposed Sub-consultants (Proposer should identify all sub-consultants with whom they would be willing to work for each type of service. If the following listed and/or other disciplines will be provided from within the Firm i.e. "in-house" internal staff, please state so clearly and include these team members in the Project organizational chart.) Proposed Sub-consultants may include, but are not limited to the following types of services:
  - a. Structural Engineering
  - b. Mechanical/Electrical/Plumbing and Fire Protection Engineering
  - c. Security – Physical and Electronics
  - d. Elevator Design
  - e. Civil Engineering
  - f. Acoustical / Audio-visual Design
  - g. Landscape Architecture
  - h. Quality Control
  - i. Technology

List any other consultants not listed that you anticipate having a role on this Project. The inclusion of sub-consultants' resumes is not required unless they hold key roles as listed in the requirement. The County reserves the right to qualify, accept, or reject any proposed sub consultant as well as to qualify, accept, or reject the use of internal staff to provide certain types of architectural and/or engineering services.

## **TAB 2 Philosophy and Service Model:**

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

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

## **TAB 3 Project Experience:**

Provide a listing of relevant projects completed by the firm in the past five (5) years, including at least two (2) public or civic projects preferably of similar project type to the future PDU projects that may include, fire stations, renovation or upgrade of public facilities, and homeless navigation/shelter in the Bay Area each with a total project construction cost of \$8 M or more. At a minimum, the list should include the following for each featured project:

- 1) Name of project
- 2) Name of the ownership entity
- 3) Brief description of the project, including location, size, construction cost, project delivery type, completion date, LEED certification if applicable
- 4) Client's name and contact information
- 5) Scope of services provided by your firm
- 6) Sub-consultant team on the project

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

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five (5) years, especially any resulting in claims or legal judgments against you/your organization.

- 1) Licensure - Provide a list of all professional licenses, registrations, and credentials held by the Proposer's team as required to design and construct the project(s) in the State of California including information regarding the revocation or suspension of any license, credential, or registration.
- 2) List any HIPAA violations against your firm
- 3) Legal Proceedings and Insurance Claims
  - a) List and describe all current litigation involving the Proposer and the proposed staff (in their professional capacities).
  - b) List and describe all litigation history for the Proposer since January 1, 2010.
  - c) List and describe claims against the Proposer's Errors and Omissions Policies since January 1, 2010."Litigation" includes, but is not limited to, actions in civil or criminal court, mediation, arbitration, and all other forms of dispute resolution.

## **TAB 5 Proposal Fee and Professional Rates:**

- 1) Provide a fee schedule for all costs associated in providing the requested services, if your firm is selected.
- 2) For all fee structures, include the classification of personnel and the hourly rate for each

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

**TAB 6 Financial Information:**

Include financial information for the Proposer in order to demonstrate Proposer's financial capability to complete the Project. This may be submitted under seal and treated as confidential to the extent permitted under applicable federal and state law. In order to demonstrate the Proposer's financial capability, Proposer is requested to submit the following items:

- 1) Financial statements for the past three (3) years (including Income Statement and Balance Sheet) which are audited or reviewed by an independent accounting firm using GAAP or other information to demonstrate the financial capability necessary for this Project.
- 2) A list of any loans on which the Proposer or its member has defaulted in the last five (5) years.
- 3) A list of financial references, including the name of the individual, title, company name, and phone number, for at least two (2) individuals that have provided the Proposer with financing during the last three (3) years.

**TAB 7 Cooperative Purchasing:**

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

**TAB 8 References:**

- 1) List at least three (3) project references for which you have recently provided similar services, include project names, project locations, contact names, titles, phone numbers and e-mail.

**TAB 9 Statement of Compliance with County Contractual Requirements:**

A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP. Please note that the Professional Services Agreement may change depending on the project delivery method that the County chooses for each project. For example, some projects may be delivered using Progressive Design-Build, CM/GC, or design-bid-build. Each proposal must include a statement of the Proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

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

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

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

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



## **SECTION VII – ENCLOSURE & APPENDICES**

Enclosure I - Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended Encl II

– Enclosure II Intellectual Property Rights

Enclosure III – Sample of Standard Contract Template

## **ATTACHMENT I**

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

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:**

**Name of Contractor(s):**

**Street Address or P.O. Box:**

**City, State, Zip Code:**

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

**Signature:**

**Title of Authorized Official:**

**Date:**

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## **Attachment II 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.



# Enclosure III

## SAMPLE

### Professional Services Agreement

Between

County of San Mateo

And

**[Consultant Firm]**

**[Date]**

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND  
[CONSULTANT FIRM] at  
[Consultant Address]**

This Professional Services Agreement (the “**Agreement**”) is dated [insert date] and is by and between the County of San Mateo, a political subdivision of the State of California (“**Owner**”) and [Consultant Firm] (“**Architect**”).

**Recitals**

WHEREAS, Owner wishes to retain Architect to provide architectural, engineering and related services for its [insert Project Name] Project;

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

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

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

**AGREEMENT**

**1. Definitions**

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

<b>“Agreement”</b>	This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, <u>Appendix A</u> (Services to be Provided by Architect), <u>Appendix B</u> (Payments to Architect), <u>Appendix C</u> (Milestone Schedule), <u>Appendix D</u> (Deliverables) and <u>Appendix E</u> (Insurance) attached hereto
<b>“Architect”</b>	[Consultant Firm] [Consultant Address Line 1] [Consultant Address Line 2] [Consultant Phone No.] [Consultant Fax No.]
<b>“Owner”</b>	County of San Mateo
<b>“Project”</b>	The project described in <u>Appendix A</u> , Services to be Provided by Architect.
<b>“Services”</b>	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, Building Information Modeling, coordination and administrative services.
<b>“Standard of Care”</b>	The standard of professional skill and care ordinarily observed by a professional practicing in the same or similar locality under the same or similar conditions and circumstances.
<b>“Sub-consultants”</b>	Architect’s consultants, Sub-consultants, contractors and sub-contractors, of any tier.

## 2. Term of Agreement

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

## 3. Services Architect Agrees to Perform

3.1 Architect shall perform all Services described in Appendix A, Services to be Provided by Architect, attached hereto and incorporated by reference as though fully set forth herein.

3.2 Architect shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix C. Architect agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for Owner's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and Services. Architect shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an Excusable Event causes delay ("**Excusable Delay**"), and unless Architect gives written notice of the Excusable Event and requests a time extension within twenty-one (21) calendar days of the occurrence of the Excusable Event. ("**Excusable Events**" shall be limited to acts of neglect by Owner or Owner's agents, contractors or consultants when acting at Owner's direction, breaches of this Agreement by Owner, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Architect's reasonable control.) If the period of Excusable Delay caused by an Excusable Event concurs with an Architect caused or other non-excusable delay, Owner may (but shall not be required to) grant a time extension without compensation.

3.3 Architect may recover extra costs resulting from Excusable Delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Architect as a direct result of the delay and not otherwise within Architect's scope of Services, and (iii) are documented to Owner's satisfaction.

3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Architect shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Services under this Agreement back on schedule and consistent with the Standard of Care required by this Agreement. Time is of the essence in the performance of this Agreement

## 4. Compensation

4.1 Owner shall pay Architect compensation according to the Compensation Schedule established in Appendix B, "Payments to Architect". Owner shall pay Architect in monthly payments on or before the last day of each month for Services in an amount which the Owner, in its sole discretion, concludes is the value of the Services which have been properly performed as of the last day of the immediately preceding month and is invoiced and due under Appendix B.

4.2 Owner shall not incur any charges under this Agreement, nor shall any payments become due to Architect for any payment period on the Project, until Owner receives all deliverables required under Appendix D, "Deliverables", for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Architect has partially completed one or more deliverables due during a payment period, and if Architect demonstrates diligent progress thereon, then Owner will make a partial progress payment based upon Architect's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon Owner. Owner shall not be liable for, and Architect shall not be entitled to, any payment for Services performed before this Agreement's execution. Architect shall be entitled to compensation retroactively once Agreement is fully executed and provided said Services are included within Architect's Scope of Services.

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

**5. Maximum Costs**

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

**6. Qualified Personnel**

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

**Owner**

[PDU Director], Director  
 Project Development Unit  
 1402 Maple Street  
 Redwood City, CA 94063

**Architect**

[Consultant Signing Agent]  
 [Consultant Firm]  
 [Consultant Address Line 1]  
 [Consultant Address Line 2]

- 6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Architect. Architect shall conform with Owner's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Owner's request, and shall be supervised by Architect.
- 6.3 Architect agrees that all senior professional personnel assigned to the Project will be those listed in its proposal, Exhibit 1 to Appendix A, attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel may in the future cease to be employed by Architect and because of the termination of such employment no longer able to provide Services. However, Architect agrees that replacement of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of Owner. Any costs associated with replacement of personnel shall be borne exclusively by Architect. Resumes for all listed senior professional personnel are attached via Exhibit 1 to Appendix A and by this reference incorporated herein.
- 6.4 Architect agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Architect shall not charge Owner for the cost of training or "bringing up to speed" replacement personnel. Owner may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Architect's cost.

## **7. Representations**

- 7.1 Architect represents that it has reviewed Appendix A, Services to be Provided by Architect, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix B, Payments to Architect, and within the times specified in the Milestone Schedule.
- 7.2 Architect represents that it is qualified to perform the Services and that it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Architect also represents that it has knowledge of, and will comply with, the prevailing interpretation of all applicable building codes, laws, regulations and ordinances. Architect shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with all applicable laws, ordinances, regulations and codes.
- 7.3 Architect represents that it and its Sub-consultants have experience in designing and observing construction of facilities similar to those intended for the Project. Sub-consultants' Statements of Qualification, will be incorporated into this Agreement as an Exhibit 2 to Appendix A. Architect agrees that the Services shall be performed in a manner that conforms to the Standard of Care. Unless otherwise expressly set forth in this agreement, this Standard of Care shall govern and qualify all of Architect's Services and obligations under this Agreement.
- 7.4 Architect agrees that for a period of one (1) year after the completion of the Services or at the final acceptance of the construction resulting from the Services, whichever is later, it will re-perform or replace any part or all of the Services deemed by Owner to be defective and/or not meeting the above standard. If Architect disagrees with Owner's determination that Services are defective and/or do not meet the Standard of Care, Architect shall re-perform or replace the Services in question, and any dispute regarding the adequacy of Services shall be resolved pursuant to the dispute resolution process set forth in Paragraph 22.
- 7.5 The granting of any progress payment by Owner, or the receipt thereof by Architect, or any inspection, review, approval or oral statement by any representative of Owner or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of Architect for unsatisfactory Services, including but not limited to cases where the defective

or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

## **8. Indemnification and General Liability**

- 8.1 To the fullest extent permitted by law, but only to the proportionate extent of Architect's applicable responsibility, Architect shall, indemnify and hold harmless Owner and its members of the Board of Supervisors, officers, agents, departments, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Architect or its Sub-consultants), expense and liability of every kind, nature and description, at law or equity, to the extent of any negligence, recklessness or willful misconduct of Architect, any Sub-consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence or willful misconduct of such Indemnitee, but shall apply to all other Liabilities. Architect shall have no duty to defend or hire counsel to defend any indemnitee against any kind of claim. However, upon notice, Architect shall assume responsibility, and have the right, to investigate, analyze and defend any and all issues alleged against an indemnitee or Architect to the extent arising out of Architect's Services or its actual or alleged negligence, recklessness, or willful misconduct.
- 8.2 Architect shall, indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Owner, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.
- 8.3 Architect shall place in its sub-consulting agreements and cause its Sub-consultants to agree to indemnities and insurance obligations (except insurance limits) in favor of Owner and other Indemnitees in the exact form and substance of those contained in this Agreement.

## **9. Liability of Owner**

- 9.1 Except as provided in Appendix A, Services to be Provided by Architect and Appendix E, Insurance, Owner's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall Owner or Architect be liable to the other, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract, and breach of warranty.
- 9.3 Owner shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by any of its employees, even though such equipment be furnished, rented or loaned to Architect by Owner. The acceptance or use of such equipment by Architect or any of its employees shall be construed to mean that Architect accepts full responsibility for and shall exonerate, indemnify, defend and save harmless Owner from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Architect, its employees, Owner employees or third parties, or to property belonging to any of the above.

9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which Owner or Architect may have under this Agreement or any applicable law. All rights and remedies of Owner or Architect, whether under this Agreement or other applicable law, shall be cumulative.

## **10. Independent Contractor; Payment of Taxes and Other Expenses**

10.1 Architect shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Architect performs the Services required of Architect by the terms of this Agreement. Architect shall be fully liable for the acts and omissions of it its Sub-consultants, its employees and its agents.

10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between Owner and Architect. Architect acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be Owner employees, and shall not be entitled to receive any benefits conferred on Owner employees, including without limitation workers' compensation, pension, health, insurance or other benefits.

10.3 Architect shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and Social Security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.

10.4 Architect shall make its designated representative available as much as reasonably possible to Owner staff during the Owner's normal working hours or as otherwise requested by Owner. Terms in this Agreement referring to direction from Owner shall be construed as providing for direction as to policy and the result of Architect's Services only and not as to the means by which such a result is obtained.

## **11. Insurance**

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

## **12. Suspension of Services**

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

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

## **13. Termination of Agreement for Cause**

13.1 If at any time Owner believes Architect may not be adequately performing its obligations under this Agreement, that Architect may fail to complete the Services as required by this Agreement, or has

provided written notice of observed deficiencies in Architect's performance, Owner may request from Architect prompt written assurances of performance and a written plan acceptable to Owner to correct the observed deficiencies in Architect's performance ("**Cure Plan**"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Sub-consultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Architect shall provide such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. Architect acknowledges and agrees that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

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

- a. Should Architect make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Architect in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Architect or of all or any substantial part of the properties of Architect, or if Architect, its directors or shareholders, take action to dissolve or liquidate Architect; or
- b. Should Architect commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from Owner to Architect demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Architect to avail itself of this time period in excess of ten (10) calendar days, Architect must provide Owner within the ten (10) calendar day period a written Cure Plan acceptable to Owner to cure said breach, Owner must approve of such plan, and then Architect must diligently commence and continue such cure according to the written Cure Plan.); or
- c. Should Architect violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) calendar days of the date of the notice from Owner to Architect demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Architect to avail itself of this time period in excess of ten (10) calendar days, Architect must provide Owner within the ten (10) calendar day period a written Cure Plan acceptable to Owner, and then Architect must diligently commence and continue performance of such cure according to the written Cure Plan.)

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

- a. Owner shall compensate Architect for the value of the Services delivered to Owner upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but Owner shall not compensate Architect for its costs in terminating the Services or any cancellation charges owed to third parties;
- b. Architect shall deliver to Owner possession within thirty (30) calendar days of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Sub-consultants, and all



other documentation associated with a Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

- c. Architect shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that Owner may have to claim and recover damages for any breach of this Agreement, but rather, Architect shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and failure to comply with the Agreement, including without limitation, Owner's costs incurred in connection with finding a replacement.

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

#### **14. Termination of Agreement for Convenience**

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

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

- a. Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontracts (including agreements with Sub-consultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
- d. Assign to Owner in the manner, at times, and to the extent directed by Owner, all rights, titles, and interests of Architect under orders and subcontracts so terminated. Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of Owner to the extent Owner may require. Owner's approval or ratification shall be final for purposes of this clause;
- f. Transfer title and possession of Architect's and Architect's Sub-consultants' work product, finished and unfinished, to Owner, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by Owner, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in hard-copy and electronic CAD,

and PDF format[for consideration], all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to Owner; Owner acknowledges that said documents were prepared for the purpose of the Project; and agrees that any future use, reuse, or modification of Architect's materials shall be at the County's sole risk and without liability to the Architect;

- g. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
  - h. Take such action as may be necessary, or as Owner may direct, for the protection and preservation of property related to this Agreement which is in Architect's possession and in which Owner has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Architect shall submit to Owner a termination claim, in the form and with the certification Owner prescribes. The claim shall be submitted promptly, but in no event later than three (3) months from the effective date of the termination, unless one or more extensions in writing are granted by Owner upon Architect's written request made within such three month period or authorized extension. However, if Owner determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three month period or extension. If Architect fails to submit the termination claim within the time allowed, Owner may determine, on basis of information available to it, the amount, if any, due to Architect because of the termination. Owner shall then pay to Architect the amount so determined.
- 14.4 Subject to provisions of Paragraph 14.3 above, Architect and Owner may agree upon the whole or part of the amount or amounts to be paid to Architect because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Architect shall be paid the agreed amount.
- 14.5 If Architect and Owner fail, under Paragraph 14.4 above, to agree on the whole amount to be paid to Architect because of termination of Services under this Paragraph 14.5, then Architect's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
- a. Reasonable value of Architect's Services performed prior to Notice of Termination, based on Architect's entitlement to compensation under Appendix B, Payments to Architect. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Architect, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of ten (10) percent of Architect's total costs of performing the Services.
  - b. When, in opinion of Owner, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Architect's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.
  - c. Reasonable cost to Architect of handling material returned to vendors, delivered to Owner or otherwise disposed of as directed by Owner.

- 14.6 Except as provided in this Agreement, in no event shall Owner be liable for costs incurred by Architect (or Sub-consultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 14.5 above.
- 14.7 This Paragraph shall not prohibit Architect from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 14.2 above or costs authorized by Owner to settle claims from Sub-consultants.
- 14.8 In arriving at amount due Architect under this Paragraph 14.5 there shall be deducted:
- a. All unliquidated advance or other payments on account theretofore made to Architect, applicable to the terminated portion of Agreement,
  - b. Any substantiated claim that Owner may have against Architect in connection with this Agreement, and
  - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Architect or sold under the provisions of this Paragraph 14.5, and not otherwise recovered by or credited to Owner.
- 14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Architect may file with Owner a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. Owner may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of Owner and Architect to agree upon amount or amounts to be paid to Architect for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit Owner's rights and remedies pursuant to this Agreement or at law.

## **15. Conflicts of Interest/Other Agreements**

- 15.1 Architect represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.
- 15.2 Architect represents that it has completely disclosed to Owner all facts bearing upon any possible interests, direct or indirect, which Architect believes any member of Owner, or other officer, agent or employee of Owner or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by Owner for cause. Architect shall comply with the Owner's conflict of interest codes and their reporting requirements.
- 15.3 Architect covenants that it presently has no interest, and during the term of this Agreement shall act in good faith to avoid having any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement.

## **16. Proprietary or Confidential Information of Owner; Publicity**

- 16.1 Architect acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Architect may have access to private or confidential information that may be owned or controlled by Owner and that such information may contain proprietary or

confidential details, the disclosure of which to third parties may be damaging to Owner. Architect agrees that all private, confidential, or proprietary information disclosed by Owner to or discovered by Architect in the performance of its Services shall be held in strict confidence and used only in performance of the Agreement. Architect shall exercise the same standard of care to protect such information as a reasonably prudent Architect would use to protect its own proprietary data, and shall not accept employment adverse to the Owner's interests where such confidential information could be used adversely to the Owner's interests. Architect shall notify the Owner immediately in writing if it is requested to disclose any information made known to or discovered by Architect during the performance of or in connection with the Services pursuant to this Agreement.

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

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

## **17. Notices to the Parties**

17.1 All notices (including requests, demands, approvals or other communications other than Ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.

17.2 Notice shall be sufficiently given for all purposes as follows:

a. When personally delivered to the recipient, notice is effective on delivery.

b. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

c. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.

d. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 17.

17.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

17.4 Addresses for the purpose of giving notice are set forth in Paragraph 6.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 17.

## **18. Ownership of Results/Work for Hire**

18.1 Any interest (including, but not limited to, property interests and copyright interests) of Architect or its Sub-consultants, in drawings, plans, specifications, studies, reports, memoranda, computational

sheets, graphic designs, or other documents (including but not limited to, electronic media) prepared by Architect or its Sub-consultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to Owner upon their creation. Architect may, however, retain copies for its files. Notwithstanding the foregoing, in the normal course of the Architect's activities, Architect shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions of the information contained in them which is incidental to the overall design of any Project. Upon the sooner of the termination or expiration of the term of this Agreement, Architect may retain and use the drawings, plans, specifications, studies, reports, computational sheets or other documents prepared by Architect or its Sub-consultants in connection with Services to be performed under this Agreement, as long as it does not substantially copy the design on another project.

18.2 Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Architect or its Sub-consultants in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of Owner. In the event that it is ever determined that any works created by Architect or its Sub-consultants under this Agreement are not Works for Hire under U.S. law, Architect hereby assigns to Owner all copyrights to such works. With Owner's prior written approval, Architect may retain and use copies of such works for reference and as documentation of its experience and capabilities.

18.3 Architect shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights, or interests in any of the materials described in Paragraphs 18.1 and 18.2. Architect agrees that before commencement of any subcontract work it will contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement to agree to the terms of Paragraph 18.

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

## **19. Audit and Inspection Records**

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

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

## **20. Subcontracting/Assignment/Owner Employees**

- 20.1 Architect and Owner agree that Architect's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Architect under this Agreement are personal in character. Therefore, Architect shall not, unless otherwise contemplated by this Agreement, subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by Owner in a written instrument executed and approved by the Owner in writing.
- 20.2 Architect shall use the Sub-consultants identified in this Agreement in Exhibit 2 to Appendix A hereto and shall not substitute Sub-consultants unless approved by written instrument executed and approved by the Owner in writing.
- 20.3 Architect shall not employ or engage, or attempt to employ or engage, any person who is or was employed by Owner or any department thereof at any time that this Agreement is in effect, and for a period of two (2) years after the termination of this Agreement or the completion of the Services, without the written consent of Owner.

## **21. Other Obligations**

- 21.1 Discrimination, Equal Employment Opportunity and Business Practices. Architect shall not discriminate against any employee or applicant for employment, nor against any Sub-consultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Architect shall comply with all federal, state and local laws (including, without limitation, Owner ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. With respect to the provision of employee benefits, Architect shall comply with San Mateo County Ordinance Code which prohibits contractors (as defined in that ordinance) from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- 21.2 Drug-Free Workplace Policy. Architect acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Owner premises. Architect agrees that any violation of this prohibition by Architect, its employees, agents or assigns shall be deemed a material breach of this Agreement.
- 21.3 Compliance with Americans with Disabilities and Rehabilitation Act. Architect acknowledges that, pursuant to the Americans with Disabilities Act ("**ADA**"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Architect shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Architect agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Architect, its employees, agents or assigns shall constitute a material breach of this Agreement. Architect shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- 21.4 Employee Jury Service Ordinance. Architect shall comply with San Mateo County Ordinance Code with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Architect, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that

employees' deposit any fees received for such jury service with the Architect or that the Architect deducts from the employees' regular pay the fees received for jury service.

- 21.5 Violation of Non-discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Architect to penalties, to be determined by Owner's County Manager, including but not limited to: (a) termination of this Agreement; (b) disqualification of the Architect from bidding on or being awarded a County contract for a period of up to three (3) years; (c) liquidated damages of \$2,500 per violation; and/or (d) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager. To effectuate the provisions of this section, the County Manager shall have the authority to examine Architect's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Architect under this Agreement or any other agreement between Architect and Owner. Architect shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) calendar days of such filing, provided that within such thirty (30) calendar days such entity has not notified Architect that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Architect shall provide Owner with a copy of Architect's response to the complaint when filed.

## **22. Disputes**

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

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

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

## **23. Agreement Made in California; Venue**

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

Mateo unless the parties agree otherwise in a written amendment to this Agreement.

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

#### **24. Compliance with Laws**

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

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

#### **25. Miscellaneous**

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

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

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

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

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



**26. Entire Agreement; Modifications**

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

26.2 To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control. For the sake of clarify, the Parties intend that to the extent it does not conflict with other provisions of this Agreement, Architect's proposal, attached hereto as Exhibit A to Appendix A, shall be considered part of this Agreement.

26.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both Owner and Architect expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.

26.4 Architect, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Architect shall require it's Sub-consultants (if any) to do the same, and the Sub-consultants' price proposals shall accompany Architect's price proposals.

26.5 Changes in the Services made pursuant to this Paragraph 26 and extensions of the Agreement time necessary by reason thereof shall not in any way release Architect's representations and agreements pursuant to this Agreement.

26.6 Whenever the words "**as directed**", "**as required**", "**as permitted**", or words of like effect are used, it shall be understood as the direction, requirement, or permission of Owner. The words "**approval**", "**acceptable**", "**satisfactory**", or words of like import, shall mean approved by, or acceptable to, or satisfactory to Owner, unless otherwise indicated by the context.

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

"Owner"

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

"Architect"

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Attachment to this Agreement:**

- Attachment to Appendix A SERVICES TO BE PROVIDED BY ARCHITECT
  - Attachment BIM
  - Exhibit 1 – [Insert Consultant's Proposal]
- Attachment to Appendix B PAYMENTS TO ARCHITECT
  - Exhibit 1 – [Insert Consultant's Fee Matrix]
  - Exhibit 2 – [Insert Consultant's Billing Rates]

## APPENDIX A

### SERVICES TO BE PROVIDED BY ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated [insert date], between the County of San Mateo (the “Owner”), and [Consultant Firm] (“Architect”) providing for professional services.

*\*[Replace red text if not CM@R]*

#### 1. Conceptual Program and Project Under this Agreement

##### 1.1 General

1.1.1. The Project is described as follows: [insert Project Description]

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

##### 1.2 Construction Budget

“Budgeted Bid Day Construction Cost” means the anticipated total value of the construction contract for the Project approved by the San Mateo County Board of Supervisors. Architect shall treat the Budgeted Bid Day Construction Cost so identified as the Owner’s targeted construction cost for the Project. The Architect shall work closely with the selected CM at-Risk entity in an effort to achieve the Guaranteed Maximum Price (“GMP”) within the Budgeted Bid Day Construction Cost.

##### 1.3 Criteria Governing Architect’s Services on Project

1.3.1 The Project shall be developed and designed based on [insert project criteria]

1.3.2 [Insert additional Project Requirements]

1.3.3 The Project shall be developed and designed in close cooperation with the County’s Project Development Unit (“PDU”) and its consultants. Architect acknowledges its obligation to work with, coordinate with, interface with, exchange ideas and design materials with, and otherwise cooperate and collaborate with PDU, its consultants, user groups, stakeholders and operational matters throughout development and design of the Project.

1.3.4 The Project shall be developed and designed to meet the prevailing interpretation of all applicable current codes, laws, regulations, and professional standards, consistent with the standard of care of an Architect with experience in performing services pertaining to similar facilities in California under the same or similar circumstances and conditions, and shall meet the criteria set forth below.

1.3.5 Architect shall not, unless otherwise permitted in writing by Director, propose or recommend any design which has the effect of shifting design responsibilities from Architect to a contractor and/or sub-contractor, through performance specifications or any other means. Architect may only use performance

specifications when necessary to preclude single vendor sources or for specialized systems approved by PDU.

- 1.3.6 During the Pre-construction Phase, Architect shall collaborate with CM at-Risk entity selected by the County on the design, constructability, cost, and schedule of the Project to support the CM/GC to develop a GMP proposal to construct the Project.
- 1.3.7 Architect shall not, unless otherwise directed or permitted in writing by Director, specify proprietary or sole source equipment, systems or materials. Whenever a proprietary or sole source design or equipment is requested by Architect, Architect shall provide Owner with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. Owner will consider such report in making its decision. If requested by Owner, as Basic Services, Architect shall assist Owner to review any Owner-proposed proprietary or sole source equipment, systems or materials.
- 1.3.8 Architect's design shall provide that all surfaces, fixtures and equipment are accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with applicable Cal OSHA and relevant requirements. Architect shall allow representatives of the Owner's operation and maintenance departments to review, comment, and participate in meetings regarding Architect's design as necessary to consider their requirements in design development, provided, however, that Architect shall exercise its professional judgment respecting all ultimate design decisions.
- 1.3.9 Architect must coordinate with other direct consultants engaged by Owner, as directed by Owner's Representative, to specify designs, equipment and systems for optimal efficiencies and economies in procurement and maintenance taking into account the Project lifecycle operations. Architect shall not have responsibility for the technical adequacy or accuracy of consultants separately engaged by Owner.

#### 1.4 Building Information Modeling

- 1.4.1 Architect shall work with the CM at-Risk entity selected to develop an integrated Building Information Modeling ("BIM") Execution Plan to document the project delivery standards and protocols for the BIM uses and deliverables. This will include and use the current version of Level of Development Specification (LOD) published by BIM Forum to specify and articulate with a high degree of clarity the use, content and reliability of BIM at various stages in the design and construction process, such as elements to be modeled, model element authors, timing for element modeling, precision/details to be included, etc. The entire design and construction team, including Architect and their sub-consultants as well as the selected CM/GC and their sub-contractors, shall all utilize BIM for design, documentation and delivery of this Project.
- 1.4.2 The "**Level of Development**" (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in the model elements in BIM to support the Authorized Uses associated with such LOD. "**Authorized Uses**" refers to the permitted uses of the data contained in BIM in accordance with the specified content and reliability of BIM at various stages in the design and construction process.

- 1.4.3 Architect shall comply with its obligations regarding Building Information Modeling (“BIM”) identified on Attachment BIM attached to this Appendix A and incorporated herein.
- 1.4.4 Attachment BIM is subject to modification by Owner at Owner’s reasonable request. Architect must notify Owner within seven (7) calendar days of receipt of any modification to Attachment BIM if it believes the modification is so extensive as to justify additional services compensation.

## 2. Basic Services

### 2.1 Scope of Services

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

### 2.2 General Description and Requirements

#### 2.2.1 [Insert Project Description and Requirements]

2.2.2 Performance of Services will require Architect to work with, meet with, and attend meetings with Owner’s staff and consultants, user groups/stakeholders, Authorities Having Jurisdiction (“AHJ”) and other associated agencies, **CM at-Risk team**, and such other consultants as Architect determines necessary, to the extent reasonably necessary for the design and construction of the Project and performance of Architect’s duties under this Agreement (including, but not limited to, Architect’s express duties of coordination with Sub-consultants or other Owner consultants).

2.2.3 Services performed by Architect shall conform to the requirements of the prevailing interpretation of the applicable laws in the State of California, including but not limited to, the requirements of the California Business and Professions Code, the California Building Codes and Regulations, Cal OSHA, the California Penal Code, the California Public Contract Code, and the California Environmental Quality Act (CEQA) contained in California Public Resources Code and California Code of Regulations. As referenced in those codes, **“Responsible Charge”** for the work shall be performed under the direction of a Licensed Architect or Registered Engineer in the State of California.

2.2.4 Drawings, specifications, design calculations, site data, and cost estimates, if any, required to be prepared by Architect shall be prepared by licensed personnel or personnel under the direction of licensed personnel, as required by the California Public Contract Code and Code of Regulations, and such personnel shall also be in Responsible Charge of observation of the construction, as required by those codes.

2.2.5 Subject to the Standard of Care, cost estimation shall be performed by Architect’s cost estimating sub-consultant at the end of each design phase and be based on the information provided in the completed set of deliverable for each design phase.

2.2.6 Architect shall provide to Owner all professional architectural and engineering services necessary to perform the Services in all phases of the Project to which this Agreement applies. Services will include, but are not limited to, providing all

professional architectural and engineering services necessary to perform the Services and complete Project to which this Agreement applies including, but not limited to, all architectural services, civil, landscape architecture, electrical, fire protection, mechanical, plumbing and structural engineering, physical and electronic security, vertical transportation, audio visual system, acoustical design per Paragraph 3.2.4, and cost estimating services as required to perform the Services on the Project to which this Agreement applies.

- 2.2.7 Architect shall have adequate personnel, facilities, equipment and supplies to complete Architect's Services. Architect shall provide all materials to complete its services.
- 2.2.8 Architect shall engage all appropriate specialty Sub-consultants as are necessary for proper completion of the Services. Architect's contracts with Sub-consultants (and their contracts with their sub-consultants) shall incorporate this contract by reference to the extent not inconsistent with Sub-consultants' scope of work. Owner shall have the right (but not the obligation) to approve specialty Sub-consultants engaged by Architect as well as their form of contract, which approval shall not be unreasonably withheld.
- 2.2.9 Architect shall require each of its Sub-consultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and that will indemnify and hold Owner harmless from any negligent errors or omissions of the Sub-consultants.
- 2.2.10 Architect shall make any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Architect, at no additional cost to Owner. Architect shall make or cause to be made any and all corrections to said documents necessary to comply with the Project requirements that are identified during the programming phase and those identified through plan check as not being consistent with the applicable statutory requirements.
- 2.2.11 Throughout Architect's performance of the Services, Architect shall make written recommendations to Owner concerning any additional information necessary to complete the Services.
- 2.2.12 Architect shall provide Owner with written evaluations of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation into the Project that are reasonably known by the Architect.
- 2.2.13 Architect shall provide Owner with a copy of all written communications and submittals to Authorities Having Jurisdiction regarding this Project. Costs of reproduction for extra copies in addition to the original set plus one (1) set; and transmittal of submittals will be a reimbursable expense in accordance with Appendix B.
- 2.2.14 **[Keep if ZNE is required per Green Building Policy]** The Project is expected to achieve Zero Net Energy ("ZNE") per the County of San Mateo Municipal Green Building Policy. Consideration shall be made in the design on the location for site renewable resources. See also Paragraph 3.3.18.12.
- 2.2.15 Architect shall prepare energy performance calculations and deliverables necessary for submission to the County Building and Planning Department, USGBC for LEED certification, San Mateo County Municipal Green Building Steering Committee for Zero Net Energy compliance, PG&E for energy savings

rebate programs where applicable and any other additional information required for Authorities Having Jurisdiction. Architect shall also monitor construction for compliance with such requirements and report to the Owner any problems encountered or anticipated. The LEED Green Building Rating System or similar environmental guidelines ("LEED") utilizes certain design, construction and usage criteria in order to promote environmentally friendly building design. Owner acknowledges that achieving levels of compliance involves factors beyond the control of Architect, including, but not limited to, Owner's use, operation, and maintenance of the completed Project. In addressing LEED, Architect shall perform its services consistent with the Standard of Care to meet compliance. Architect shall not be responsible where Owner's non-standard use and operation of the completed Project negatively impacts its energy performance.

2.2.16 Architect shall assist and support the County with the CEQA process as required.

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

2.3.1 Architect shall fully coordinate all architectural and engineering disciplines and Sub-consultants involved in completing the Services. Architect's Sub-consultants shall fully coordinate with Architect and all architectural and engineering disciplines and Sub-consultants involved in completing the Services. The objective of this coordination shall be the development of a complete, comprehensive and workable design in which the work of Architect and each Sub-consultant interfaces well and is properly coordinated, with details that work together with regard to all associated disciplines.

2.3.2 Architect shall coordinate its work on the Project with Owner's personnel, as directed by Director, as necessary to achieve desired efficiencies in procurement, operations and maintenance.

2.3.3 Architect shall coordinate its work on the Project with work of the Owner's separately maintained hazardous material consultants if required in connection with the demolition of the existing buildings. Such coordination shall not impose on Architect responsibility for the work of the hazardous materials consultant. However, Architect shall consider the work of the hazardous materials consultant in developing work phasing recommendations, overall cost estimates, and design and product specifications, where applicable.

2.3.5 Architect shall with reasonable promptness advise Owner in writing if Architect has knowledge that any of Owner's consultant fails in any manner to coordinate its work with Architect. Architect's notification or failure to notify Owner shall not be construed as Architect assuming any duty, responsibility, or liability for Owner's consultant's failure to coordinate.

### 2.4 Coordination with Project Master Schedule and Owner's Operations

2.4.1 Architect shall complete or cause to be completed all services required under this Agreement in accordance with the Master Schedule and Milestone Schedule to be developed in conjunction with the CM/GC and the Owner.

2.4.2 For each phase of the Services under this Agreement, Architect shall prepare and submit for Owner's acceptance a task list identifying the principal tasks (and subtasks) defining the scope of work of each phase. The main purpose of the task list shall be to promote coordination and scheduling of the Owner and third parties whose actions might impact Architect's progress.

- 2.4.2.1 The task list shall list all points requiring Owner and third party interface, for example, approvals, reviews, design input and supplying information.
- 2.4.2.2 The task list shall include a listing of Architect's anticipated specific requirements for information, decisions or documents from Owner necessary for Architect's performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project
- 2.4.3 For the Project, Architect shall prepare, submit for Owner's acceptance, and maintain a design schedule detailing Architect's scheduled performance of the Services
  - 2.4.3.1 Architect shall submit a preliminary schedule within fourteen (14) calendar days from the issuance of Notice to Proceed providing a summary of all Services under each phase of the Project.
  - 2.4.3.2 For each succeeding phase of Services as described in Section 3, Architect shall supplement this schedule with a detailed schedule covering by task (and subtask) Architect's work during the succeeding phase of Services. The required schedule supplement shall be submitted as part of Architect's deliverables at the conclusion of the current phase of Services for review and approval.
- 2.4.4 Architect's schedule shall be updated monthly, and shall meet the following requirements:
  - 2.4.4.1 Architect's schedule shall outline dates and time periods for the delivery of Architect's services, requirements for information from Owner for the performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principal with PDU and its sub-consultants, applicable Authorities Having Jurisdiction, and any other agencies involved in the Project.
  - 2.4.4.2 The schedule shall include appropriate review durations for Owner and Authorities Having Jurisdiction for each contract phase (in minimum durations of two (2) weeks for Schematic Phase, Design Development Phase, and 100% Construction Documents phase.)
  - 2.4.4.3** The schedule shall be provided in electronic format in both PDF and Microsoft Project.
- 2.4.5 Architect shall adjust and cause its Sub-consultants to adjust activities, personnel allocation, and the work sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules.
- 2.4.6 For the Project, Architect shall include in Architect's Monthly Progress Report as described under 2.7 below.
- 2.4.7 Architect shall make these written recommendations from the standpoint of a design professional observing the construction work and shall not by these recommendations assume construction management responsibilities.



- 2.5 Deliverables Required Under This Agreement - Generally: Each deliverable shall be reviewed with representatives of Owner. Deficiencies in deliverables and modifications to conform with program requirements and modifications to achieve acceptability of deliverables to Owner, shall be promptly performed, and the cost thereof included in the fee for Basic Services.
- 2.6 Deliverables Required Under This Agreement - By Phase: Required Deliverables are listed in Appendix D.
- 2.7 Monthly Progress Report: Architect shall provide Owner with a Monthly Progress Report, in writing, reporting on Architect's progress and any problems in performing the Services of which Architect becomes aware. The Monthly Progress Report shall include, but is not limited to:
- 2.7.1 A narrative of the work performed (including a list of contract deliverables) and identification of areas of concern, actions and approvals needed.
  - 2.7.2 A schedule assessment and proposed ways to work around any problems that arise.
  - 2.7.3 Monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule.
  - 2.7.4 The original overall schedule as updated to reflect current progress, updates and revisions, submitted in both hardcopy and PDF.
  - 2.7.5 All submittals shall be submitted in both hardcopy and PDF.
- 2.8 Compliance with Laws: Architect shall comply with the standard of care regarding complying with the prevailing interpretation of all applicable laws as set forth in this Agreement. Further, Architect shall:
- 2.8.1 Subject to Owner's approval, designate a licensed architect or engineer in general responsible charge of the preparation of the drawings, specifications, and observation of the work of construction for the Project.
  - 2.8.2 Perform general observation of the work of construction in accordance with the approved drawings and specifications.
  - 2.8.3 Receive and act upon all technical correspondence from the Authorities Having Jurisdiction to the architect or engineer in general responsible charge of the Project.
  - 2.8.4 Establish the extent of the testing of materials consistent with the needs of the Project, shall issue specific instructions to the testing agency prior to the start of construction, and shall notify applicable Authorities Having Jurisdiction as to the disposition of materials noted on laboratory reports as not conforming to the approved specifications.

### 3. Description of Basic Scope of Services by Phase

#### 3.1 Research, Concept Design and Programming Phase

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

##### 3.1.1 Research

- 3.1.1.1 Identify high level vision, goals, and objectives for the Project by conducting visioning/programming workshop(s) and interviewing with users/stakeholders.
- 3.1.1.2 Identify and document space and program needs to support efficient operations.
- 3.1.1.3 Define strategies and available/required research to support these requirements.

##### 3.1.2 Concept Design and Programming

- 3.1.2.1 Architect shall review and utilize any relevant existing information available in all work performed, except that Architect shall be responsible for verifying any information prior to using it. Architect shall prepare and present conceptual design to demonstrate understanding of the conceptual program and propose ideas and options about appropriate design solutions.
- 3.1.2.2 Architect shall coordinate and document square footage requirements of the spaces for the functions and program elements. At the conclusion of this phase, Architect shall submit several conceptual plans, architectural space program and a letter of concurrence and/or acceptance of the current and/or revised program to PDU to review, select and approve as the base for moving forward into Schematic Design.
- 3.1.2.3 Architect shall develop and utilize space adjacency diagrams to demonstrate the relationship between spaces. Architect shall develop and review the program thoroughly and recommend appropriate adjustments. Updates to the program shall be clearly documented to track where changes are made and submit to PDU for final approval.
- 3.1.2.4 Architect shall compile a preliminary list of specialized Furniture, Fixture and Equipment (“**FF&E**”). The list shall delineate the needs and objectives of the security control, surveillance and communications as well as other systems.
- 3.1.2.5 Architect shall furnish all program verification information to PDU for preparation of a detailed Project budget.

### 3.1.3 Phasing Plans [If Applicable]

The Phasing package will include:

- 3.1.3.1 Site Plan clearly delineating the area of Work and phasing strategy in coordination with the Project.
- 3.1.3.2 Phasing plans with a statement of work clearly specifying the scope of Work included to ensure continuous undisturbed operation of the facilities on site during the entire project duration.
- 3.1.3.3 Integration of site remediation plans and specifications prepared with the Owner's environmental consultant.

## 3.2 **Schematic Design Phase**

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

The CM/GC will be selected during early design. Architect shall assist in the procurement process. Upon selection of the CM/GC, Architect shall organize in collaboration with the Owner and CM/GC a partnering workshop for all relevant stakeholders including the PDU to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.

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

### 3.2.1 BIM Project Execution Planning

- 3.2.1.1 Architect shall work with the selected CM/GC to develop an integrated BIM Execution Plan to document the project delivery standards and protocols for the BIM uses and deliverables for Owner's approval. See Attachment BIM attached to this Appendix A.
- 3.2.1.2 This will include and use the current version of Level of Development Specification (LOD) published by BIM Forum to specify and articulate with a high degree of clarity the use, content and reliability of BIM at various stages in the design and construction process, such as elements to be modeled, model element authors, timing for element modeling, precision/details to be included, etc.

3.2.1.3 The entire design and construction team, including Architect and their sub-consultants **as well as the selected CM/GC** and their sub-contractors, shall all utilize BIM for design, documentation and delivery of this Project.

### 3.2.2 Mechanical Electrical Plumbing (MEP) Engineering Design

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

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

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

### 3.2.3 Analysis of Structural Systems

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

### 3.2.4 Acoustics

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

### 3.2.5 Security

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

### 3.2.6 Other Schematic Design Tasks

- 3.2.6.1 [If applicable] Organize in collaboration with the Owner and CM/GC a partnering workshop for all relevant stakeholders including the PDU to establish the collaboration process and a project communication protocol to facilitate successful delivery of the Project.
- 3.2.6.2 Assist and support the County with the CEQA process as required.
- 3.2.6.3 Coordinate/lead design presentations to Board of Supervisors, user groups and the public as required.
- 3.2.6.4 Gather, coordinate site information needed to support the design e.g. soil condition, topography, flood plains, utilities, etc. Resolve site issues pertaining thereto.
- 3.2.6.5 Identify applicable codes and Authorities Having Jurisdiction for approvals on the Project. Coordinate preliminary review with County Planning and Building Department. Assist the County to obtain necessary approvals from these agencies.
- 3.2.6.6 Coordinate work of all other specialists either as sub-consultants or consultants retained separately by the County as required to successfully complete the Project.
- 3.2.6.7 Research and develop strategy for Zero Net Energy, LEED and any other applicable energy-saving programs (e.g. PG&E Savings by Design, photovoltaic rebate, etc.) Assist the County to register the Project for LEED certification and other applicable programs.
- 3.2.6.8 Obtain written approval from PDU on the final Schematic Design package before proceeding to Design Development Phase.

### 3.3 Design Development Phase

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

- 3.3.1 A fully coordinated BIM with all disciplines (Structural, MEP, and Fire Protection) and including space for building services such as fire alarm, IT, AV, Security all modeled and coordinated with architectural spaces and the reflected ceiling plans. Clash detection should be regularly performed and resolved for multi-disciplinary coordination.
- 3.3.2 Final floor plans indicating wall types (to establish materials, fire rating, full/ceiling heights and acoustical rating, etc.), exterior and interior elevations (to show openings, doors and glazing systems, etc.), wall and building sections, and

construction details.

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

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

### **3.4 Construction Documentation, Permitting and Bidding Phase**

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

#### **3.4.1 Construction Documentation and GMP Package**

Architect shall prepare Construction Documents as required to obtain required permit for construction and to allow the County to obtain bids based on the established bidding schedule for the construction of the Project. These documents will require a high degree of coordination with all consulting engineers and other associated vendors. The BIM should be completed in accordance with the LOD as agreed to in the approved BIM Execution Plan.

Construction



Documentation shall, at a minimum, include at least:

- 3.4.1.1 Fully coordinated, dimensioned and detailed construction floor plans, reflected ceiling plans, roof plans, sections, exterior and interior elevations showing locations and types of materials, doors, windows, partitions, etc. with all associated schedules and complete specifications for all relevant scope.
- 3.4.1.2 Enlarged plans, sections and details for specialized areas such as bathrooms, maintenance/storage rooms, IDF/MDF rooms, etc.
- 3.4.1.3 Interior elevations as required to describe the design of specific design features and highly coordinated areas.
- 3.4.1.4 Exterior wall and building sections including intersection details.
- 3.4.1.5 Detailed design drawings to be used as reference in the fabrication and/or installation of interior finish and FF&E.
- 3.4.1.6 Fully coordinated schedules for finishes, doors, hardware and windows.
- 3.4.1.7 Fully coordinated and detailed FF&E plans and schedules. Coordinate and advise on lead times as required to meet the Project schedule.
- 3.4.1.8 Finish plans with symbols and legends and schedule of finishes showing locations of color and materials throughout the space.
- 3.4.1.9 Fully coordinated and detailed structural drawings and calculations.
- 3.4.1.10 Fully coordinated Mechanical, Electrical and Plumbing Drawing and calculations.
- 3.4.1.11 Fully coordinated and detailed civil drawings clearly indicating the phasing of construction and demolition. Architect shall be responsible to coordinate and submit all required documents for the initial demolition and grading permit to the Authorities Having Jurisdiction as well as the following:
  - 3.4.1.11.1 Completion of the permit application form and obtaining permit approval with County Building and Planning Department, Environmental Health, Redwood City Fire, and any other applicable agencies as required.
  - 3.4.1.11.2 Coordination of the remediation, demolition and grading plans with the structural plans/details and Geotechnical report recommendations.
  - 3.4.1.11.3 Evaluation and recommendation for the demolition and grading sub-contractor bids.
- 3.4.1.12 Fully coordinated and detailed landscape/hardscape and parking plans.
- 3.4.1.13 Specifications manuals for the above, including installation, performance, and warranty requirements.

3.4.1.14 Other details and specifications as required.

- 3.4.1.15 Power and communication plans showing the types and locations of electrical, data, telecommunications outlets, and AV equipment. This should be coordinated with the services engineers who will provide the specifications of each piece of equipment.
- 3.4.1.16 Coordination of IT, AV, Security, and Furniture requirements.
- 3.4.1.17 Coordination with all Design Documents including assembling sets for printing.
- 3.4.1.18 Coordination of design submission materials for LEED as required by USGBC.
- 3.4.1.19 Architect shall coordinate with the Owner, Engineering sub-consultants and other Consultants during the course of the Project, including, but not limited to the listing below. Architect shall provide drawings to all Project Team members, depicting and illustrating the elements that influence the layout, design, and cost of engineering systems.
- Project Development Unit
  - Functional Team Members
  - Authorities Having Jurisdiction, where applicable/appropriate
  - Maintenance and Engineering of the San Mateo County Department of Public Works
- 3.4.1.20 Architect and their sub-consultants will prepare, for submission to the Project Development Unit for design review and sign-off at the required stages of the Project. Full complement of documentation shall also be provided for development applications for plan check by appropriate governmental agencies/planning advisor etc. Architect shall respond to inquiries from governmental agencies during the permit process if required, and incorporate all applicable comments into their design expeditiously.
- 3.4.1.21 Throughout the design process, Architect shall work closely with the Project Development Unit to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed. In case the cost estimate exceeds the budget, Architect shall work diligently with the CM/GC to update the design to meet the established budget.
- 3.4.1.22 Architect shall produce a “GMP Cost Estimate Package” at a designated time in the project schedule to be directed by the County and coordinated with the CM/GC to support the establishment of a Guaranteed Maximum Price (GMP) for the Project. This “GMP Cost Estimate Package” shall include all the design information and details (e.g. inclusion, location, quantity, sizing, system & materials specifications, etc.) for all disciplines within the confirmed scope that are necessary for the generation of a detailed cost estimate by the CM/GC, Architect’s cost estimate and the Owner’s separately and directly contracted cost estimator. Architect shall review the detailed cost estimates, collaborate with the CM/GC and the Owner, and make design adjustments as necessary.

### 3.4.2 Permitting and Bidding

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

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

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

work to be performed by the CM/GC and trade sub-contractors within the Project budget.

3.4.3 Other Tasks During This Phase:

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

**3.5 Construction Administrative Services**

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

- 3.5.1 Architect shall work with CM/GC to review the General Conditions and Division 1 Specifications (herein called the “**General Conditions**”) prior to the award of the Construction Agreement, and shall perform all duties therein which indicate will be performed by the “Architect” or “Architect/Engineer”.
- 3.5.2 For purposes of this Appendix A, words and phrases having a defined meaning under the General Conditions shall have that defined meaning in this Appendix A including, but not limited to, the terms “Site”, “defective”, “Contract Documents”, “Shop Drawings”, “Samples”, “Inspector” and “Contractor”.
- 3.5.3 Architect shall designate at least one representative available as needed during the construction phase to verify the construction’s general conformance with the design intent of the Construction Documents and to address field coordination issues as they come up. The Architect’s representative must be authorized to make design decisions.
- 3.5.4 Consistent with the Standard of Care, Architect shall make visits to the Site at intervals appropriate to the stage of construction and as Owner deems necessary to become generally familiar with the progress and quality of the portion of the work completed, and to observe the work performed, as an experienced and qualified design professional. Architect shall advise Owner in writing of any observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work. Architect shall not supervise, direct, or have control over Contractor’s Work. Architect shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs

in

connection with the Work of the Contractor. Architect does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

- 3.5.5 Review of submittals, such as shop drawings, product data and samples, to verify conformance with design intent, specifications, and details in accordance with the Contract Documents with reasonable promptness so as to cause no delay to the Project. This review shall not include review of the accuracy or the completeness of other information such as quantities, dimensions, weights or gauges, fabrication process, construction of means, coordination of the work with other trades, substantiating instructions for installation or performance of equipment or systems, or construction safety precautions, all of which are the sole responsibility of the Contractor.
- 3.5.6 Responses to the CM/GC's Requests for Information (RFIs) and preparation of documentation for changes, clarifications, and interpretations to the Construction Documents as required with reasonable promptness so as to cause no delay to Contractor or the Project.
- 3.5.7 On change orders, prepare the scope of work, justifications and estimate of the cost where necessary.
- 3.5.8 Any communications between Architect and CM/GC regarding any form of change to the construction contract's Contract Documents (including, but not limited to, changes in price), and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent immediately to Director. The Owner shall be copied on all communication between the CM/GC and the Architect. The Owner, in its sole discretion, reserves the right to change this requirement, relax this requirement, or revise this requirement.
- 3.5.9 Submission of design documents required for LEED and coordination with CM/GC on construction submittal requirements for LEED.
- 3.5.10 As required in the General Conditions, Architect shall review all written communications from CM/GC, recommend actions to be taken by Owner, and reply in writing to Director regarding the following:
  - 3.5.10.1 Applications for payment.
    - 3.5.10.1.1 Based on Architect's on-site observations as an experienced and qualified design professional, on information provided and the accompanying data and schedules, Architect shall assist Director in its determination of amounts owing to Contractor and recommend in writing payments to Contractor in such amounts.
    - 3.5.10.1.2 Recommendations of payment by Architect shall constitute a representation to Owner that, to the best of the Architect's knowledge, information, and belief, the work has progressed to the point indicated and, the quality of the work is in general accordance with the Contract Documents.
  - 3.5.10.2 Requests for changes in contract costs or times of completion.
  - 3.5.10.3 Disputes with respect to technical aspects of contract documents.
  - 3.5.10.4 Requests for interpretation and clarification of contract documents

- 3.5.10.5 Requests for substitution of specified systems and/or materials.
- 3.5.11 Final review and approval of all construction as it relates to the intent of the Architectural Contract documents.
- 3.5.12 Management of the Project punch list process and documentation of the construction punch list in coordination with the County and its consultants.
- 3.5.13 Coordination required for the collection of design changes and as-built conditions based on RFI, marked up prints, drawings and other information provided by the CM/GC at Project completion for incorporation into the final design record documents, inclusive of building signage. Record documentation must be provided to the Project Development Unit in the following formats:
- BIM – Source files in their native formats (e.g. Revit, Navisworks, etc.)
  - AutoCAD
  - PDF
  - Original source files in other native electronic formats (e.g. Excel, Word, PowerPoint, etc.)
  - Hardcopies – Three (3) sets of full-size paper drawings (24"x36" or 30"x42")
- 3.5.14 Architect shall receive and review all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals that are to be assembled by Contractor in accordance with the Contract Documents and shall transmit them to Owner with written comments and recommendation on their conformance with Contract requirements.
- 3.5.15 Architect shall conduct observations to determine if the work or portions of the work is substantially complete and a final observation to determine if the completed work is acceptable, and will recommend, in writing, whether final payment shall be made to CM/GC and will give written notice to the Director that the work either is or is not acceptable subject to any conditions therein expressed.
- 3.5.16 Meeting Attendance during Construction Phase  
The following are the types of meetings expected to be attended by Architect throughout the Project's construction duration.
- 3.5.16.1 Weekly Design Coordination Meeting between other members of the design team.
- 3.5.16.2 Weekly Owner, CM/GC and Architect Meeting during each phase of the Project.
- 3.5.16.3 Any special coordination or change order meetings to resolve project challenges.
- 3.5.17 Document Distribution  
Architect shall be responsible for the printing and distribution of all copies of drawings and documentation required by Project Development Unit. See [Appendix B](#) for expense reimbursement rules.

## **3.6 Transition Phase**

- 3.6.1 During the Transition Phase, Architect shall make available in person or via telephone to answer questions by the Transition Team related to drawings and



other documents.

- 3.6.2 Architect is required to coordinate training on equipment and systems to the Transition Team and selected staff, and all training shall be videotaped.
- 3.6.3 Architect shall coordinate with the County on the expected response times during the warranty period after final completion.
- 3.6.4 Architect shall provide assistance in connection with the refining, adjusting and correcting of any equipment or systems.
- 3.6.5 Architect shall cooperate with Owner's commissioning agent, if any, for specialized equipment and systems.
- 3.6.6 Architect shall provide assistance in connection with completion of punch list work including, but not limited to, preparing the initial comprehensive punch list and conducting follow up site visits (with follow up punch listing if necessary) in addition to other responsibilities under this contract.
- 3.6.7 Together with Owner, Architect shall visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with CM/GC concerning correction of such deficiencies, and make recommendations as to replacement, correction, or diminished value of defective work.

#### **4. Periods of Service and Authorization to Proceed**

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

#### **5. Payments to Architect**

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

#### **6. Additional Services**

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

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

- 6.2 Compensation for Additional Services: Architect shall be compensated for Additional Services as set forth in Appendix B unless the parties agree on lump sum compensation for particular work activities.
- 6.3 Services: The following services may be considered Additional Services:
- 6.3.1 Changes in scope, such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Architect has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.
  - 6.3.2 Required out-of-town travel beyond limits specified in Appendix B.
  - 6.3.3 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Architect's deficient performance.
  - 6.3.4 Providing any other services requested by Owner that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.
  - 6.3.5 Providing additional insurance coverage requested by Owner beyond that specified in the Agreement, except that no markup will be allowed. Architect shall promptly comply with such a request.

**END OF APPENDIX A**

## ATTACHMENT B

### BUILDING INFORMATION MODELING (BIM)

#### 1. Architect's Design and Initial Hosting of BIM

- 1.1 Architect shall develop a set of Building Information Models (“**BIM**”) for the design that includes all key disciplines (architectural, structural, MEP, standpipe, etc.) throughout all project phases incorporating all updates/modifications approved by Owner.
- 1.2 Owner will provide “BIM Standard and Specifications for San Mateo County Project Development Unit” at project commencement for Architect to use as guideline to develop the BIM strategy for the Project.
- 1.3 Architect shall work with the CM at-Risk entity (“CM/GC”) selected to develop an integrated Building Information Modeling Execution Plan (“BXP”) to document the project delivery standards and protocols for the BIM uses, processes and deliverables to submit to the Owner for approval. This will include and use the current version of Level of Development Specification (LOD) published by BIM Forum to specify and articulate with a high degree of clarity the use, content and reliability of BIM at various stages in the design and construction process, such as elements to be modeled, model element authors, timing for element modeling, precision/details to be included, etc. The LOD for the design model elements will vary by component, system and phase in accordance with the established LOD Specification. Following Owner approval, Architect shall develop the BIM in accordance with the BXP as directed by Owner.
- 1.4 The personnel assigned to lead the BIM responsibilities on the Project shall have extensive hands-on experience in successfully delivering complex projects in BIM and possess excellent knowledge in the use of the various BIM software and platforms. Resumes of proposed BIM leads shall be submitted to PDU for review and approval at project commencement. PDU reserves the right to request personnel change as needed.
- 1.5 Architect shall author, host, manage and share the BIM during development of the Project's design prior to construction. Architect's authoring, hosting and managing responsibilities shall include without limitation: (i) creating and developing design models of all applicable disciplines (ii) collecting, coordinating, and managing the usability of incoming models from Project participants; (iii) maintaining record copies of models; (iv) aggregating incoming models and making the BIM available for use and viewing by Project participants; (v) performing and assisting in performing clash detection in the models with all Owner-approved modifications; (vi) issuing periodic clash detection reports; (vii) providing and maintaining file sharing of models with Project team; (viii) managing access rights; and (ix) updating the BIM to reflect current designs and revisions.
- 1.6 Architect shall correct and clarify any clashes, coordination or issues resulting from the BIM within Architect's Basic Services. Coordination and design corrections and clarifications resulting from such further modeling (whether performed by Architect, Contractor or sub-contractors) shall be within Architect's Basic Services.

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

- 2.1 At the onset of the BIM design model creation process, the project BIM team will participate in a BIM Kick-Off Meeting at project initiation to review the BIM standard and make updates to BXP as appropriate.
- 2.2 CM/GC and all sub-contractors that will be interacting with or using BIM information will meet with Architect and its design team to develop protocols for developing, implementing, reviewing, and

exchanging information through the BIM. Through the BIM kick-off meetings and subsequent regular coordination meetings, CM/GC, major sub-contractors and Architect's design team will discuss, coordinate, test and adjust their BIM practices, to allow information to be used, to the greatest practical extent, by all parties for their respective purposes.

2.3 Coordination meetings shall be held regularly to review BIM usage and make updates as appropriate to maximize the benefits of BIM to support the Project delivery through all project phases. BIM shall be used as a design review tool to facilitate project discussions.

### **3. Transfer to and Hosting of BIM by CM/GC**

3.1 Upon the completion of Final Construction Document, Architect shall provide a federated BIM that includes all applicable design disciplines to the CM/GC who will take over model stewardship to author, host and manage the BIM through construction and until completion of the Project. CM/GC will use the BIM to assist in its work to coordinate the design and the implementation of the design during construction. CM/GC will perform/manage clash detection and coordination process and use BIM to prepare all shop drawings and submittals necessary for construction.

### **4. Design Record Model**

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

### **5. Use of BIM by Owner**

5.1 Architect, its sub-consultants (except Civil and Landscape), CM/GC and each major sub-contractor must be capable of utilizing the BIM to perform the functions assigned to them.

5.2 The intended BIM uses for PDU include, but are not limited to, the following applications. Models shall be set up and developed to support these intended uses:

- Visualization
- Phasing Study and Analysis
- Cross-disciplinary Coordination
- Design and Construction Documentation
- Program Verification
- Option Management
- Design analysis e.g. accessibility, traffic, area, sightline, engineering, energy, daylight, etc.
- Quantity Takeoff and Cost Estimation
- Field BIM
- Change Management
- Facility and Asset Management

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

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

**END OF ATTACHMENT BIM**

**APPENDIX B**

**PAYMENTS TO ARCHITECT**

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated [insert date] between the County of San Mateo (the “Owner”), and [Consultant Firm] (“Architect”) providing for professional services.

**1. Maximum Payment**

- 1.1 Owner shall pay Architect an agreed-upon sum for Basic Project Services.
- 1.2 Excluding Additional Services only, the Maximum Payment to Architect for Services performed under this Agreement shall not exceed progress on the Project Services described in Appendix A, Services to be Performed by Architect, the stated budget for the Services, and the percentage allowances under Paragraph 2.2 below. The total cumulative payment shall not exceed the Maximum Cost as stipulated in Paragraph 1.3 below.
- 1.3 Architect’s fee for this Project shall be [insert fee type & fee amount/schedule] for professional fees and [insert amount if applicable] for reimbursable expenses and allowance. This measure shall constitute Architect’s full compensation for its work. Fee breakdown is included as Exhibit 1 to this Appendix B.
- 1.4 If Owner changes the scope of the Project referenced in Appendix A Paragraph 1.1, either increasing or decreasing the scope of Architect’s Services, then the parties shall agree upon an equitable adjustment limited by the original fee for the Project, Architect’s incurred costs and progress under Paragraph 2.2 below, and the revised scope of work and revised fee remaining.

**2. Methods of Payment for Services and Expenses of Architect**

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

**2.2 Maximum Payment to Architect by Phase**

<b>PHASE</b>	<b>Max Billable Fee<sup>1</sup></b>
Research, Concept Design and Programming Phase	[insert fee]
Schematic Design Phase	[insert fee]
Design Development Phase	[insert fee]
Construction Documentation, Permitting and Bidding Phase	
GMP Cost Estimate Package	[insert fee]
Permitting	[insert fee]
Bidding	[insert fee]
Construction Administration Phase	[insert fee]
Transition/Record Drawings/Closeout Phase	[insert fee]
<b>TOTAL BASIC SERVICES</b>	<b>[insert total fee]</b>

Note 1: Upon the written authorization of PDU, the maximum billable fee for a phase may be adjusted.

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

2.3.1 General. For Additional Services of Architect's principals, technical staff and sub-consultants engaged directly on the Project and rendered pursuant to Appendix A Paragraph 6, on the basis of a lump sum negotiated between the parties, or, at Owner's option, on an Hourly Basis in accordance with Paragraph 2.3.2 below.

2.3.2 Hourly Basis. For Additional Services on an hourly basis, Architect agrees that all billing will be billed at the Billing Rate in accordance with the attached as Exhibit 2 to this Appendix B and be limited to a not-to-exceed amount upon prior written approval of the Owner.

2.3.3 Billing Rates apply to all professional personnel (technical and non-technical staff) engaged directly on the Project. Architect shall not bill for or receive compensation for other business or administrative personnel or secretarial personnel. For purposes of this Agreement, Architect's Billing Rates are attached as Exhibit 2 to this Appendix B.

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

2.4.1 Billable Reimbursable Expenses. On Basic Services, Owner shall pay Architect cost for expenses for pre-authorized and authorized (advance requests required) out-of-town travels, plotting, photocopying and postage. For expenses not required by the Agreement, the Owner shall reimburse the following expenses, whether incurred on Basic Services or Additional Services: printing of Drawings, Specifications and Bidding Documents and fees paid to government agencies on behalf of the Owner. The following are assumed hard copies included in the reimbursable allowance:

- Concept Design 2 sets all deliverables
- Schematic Design 2 sets all deliverables
- Design Development 2 sets all deliverables
- GMP set 2 sets all deliverables
- Construction Documents (initial plan check) 2 sets all deliverables
- Plan Check Response 2 sets all deliverables
- Bidding 2 sets all deliverables
- Record drawings 2 sets all deliverables

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

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

Deliverables as specified in the scope electronically are not reimbursable (reports, photos, drawings, etc.).

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

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

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

### **3. Times of Payments**

- 3.1 Architect shall be paid according to actual percentage of completion of designated phases of the Basic Services as specified in Paragraph 2.2 above.
- 3.2 Architect shall submit monthly invoices for Basic and approved Additional Services rendered including Reimbursable Expenses incurred. The statements will be based on Architect's estimate of the proportion of completion of each phase of service set forth above, utilizing the design schedule organized by task. The Owner shall promptly review Architect's monthly invoice, and provided it is acceptable, shall promptly make payment thereon.

**END OF APPENDIX B**

**APPENDIX C**

**MILESTONE SCHEDULE**

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated January 8, 2018 between the County of San Mateo (the “Owner”), and [Consultant Firm] (“Architect”) providing for professional services.

<b>PHASE</b>	<b>MILESTONE COMPLETION DATE</b>
Research, Concept Design and Programming Phase	[insert date]
Schematic Design Phase	[insert date]
Design Development Phase	[insert date]
Construction Documentation, Permitting and Bidding Phase	[insert date]
Construction Administration Phase (assumed 1000 stalls)	[insert date]
Transition Phase	[insert date]

**END OF APPENDIX C**



## APPENDIX D

### DELIVERABLES

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated [insert date] between the County of San Mateo (the “Owner”), and [Consultant Firm] (“Architect”) providing for professional services.

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

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

#### 1. Research, Concept Design and Programming Phase

- 1.1 Visioning workshop summary
- 1.2 Documentation of meeting discussions with users/stakeholders and decision tracking.
- 1.3 Architectural space program including but not limited to the required functions and program elements, departmental organization, required square footage, space adjacency diagrams, circulation flow diagrams, etc. Include also comparison of programmed areas vs. actual design areas in design options.
- 1.4 Preliminary list of specialized furniture, fixtures, and equipment (“FF&E”).
- 1.5 Conceptual plans on design options with one (1) approved option to proceed into Schematic Design.
- 1.6 Project description and design documents if needed to support the CEQA process.
- 1.7 Phasing and demolition strategy package including but not limited to site phasing plans, preliminary demolition plans, and coordinated site remediation documents.
- 1.8 Preliminary project schedule with estimated timeline by task for all design and construction activities.
- 1.9 Presentation of finalized concept design to PDU for review and approval.

#### 2 Schematic Design Phase

- 2.1 [If applicable] Partnering workshop organized in collaboration with the Owner and CM/GC with all relevant stakeholders including the PDU.
- 2.2 Integrated BIM Project Execution Plan that was collaboratively developed with the selected CM/GC documenting the BIM project delivery standards, protocols, LOD specifications, deliverables, etc. in accordance with the Attachment BIM to Appendix A.
- 2.3 Schematic Design layouts, sketches, and conceptual design criteria, with supporting reports and exhibits. Provide the progress BIM at the end of this phase for record.

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

### 3 Design Development Phase

- 3.1 Design Development package including but not limited to:
  - Floor plans, reflected ceiling plans, roof plans
  - Structural framing plans
  - Civil plans, site plans, landscape plans, irrigation plans
  - Interior design plans including furniture, fixture and equipment
  - FF&E schedule
  - Exterior & interior elevations
  - Building & wall sections
  - Door/frame/window/hardware schedules
  - Finishes schedules
  - MEP/FP/Security/Communication/AV/IT System plans
  - Mechanical zoning plans, equipment layout & schedules, system diagrams
  - Electrical single line diagrams including site generated electricity

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

#### 4 Construction Documentation, Permitting and Bidding Phase

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

- Mechanical zoning plans, equipment layout & schedules, system diagrams
- Electrical single line diagrams including site generated electricity
- Electrical lighting plans, schedules & photometric
- Power and communication plans
- Full technical specifications for all design elements and disciplines
- Any other information and details as required for the development of an accurate GMP by the CM/GC.

4.2 Cost estimate of the GMP Package independent of the CM/GC, if directed by the County.

4.3 100% Construction Documents package including but not limited to fully coordinated, dimensioned and detailed set of:

- Floor plans, reflected ceiling plans, roof plans
- Structural framing plans, details and calculations
- Civil plans, site plans, landscape plans, irrigation plans
- Interior design plans including furniture, fixture and equipment
- FF&E schedule
- Exterior & interior elevations
- Building & wall sections
- Construction details
- Door/frame/window/hardware schedules
- Finishes schedules
- MEP/FP/Security/Communication/AV/IT System plans and schedules
- Mechanical zoning plans, equipment layout & schedules, system diagrams
- Electrical single line diagrams including site generated electricity
- Electrical lighting plans, schedules & photometric
- Power and communication plans
- Full technical specifications for all design elements and disciplines
- Any other construction documents as required for permitting and construction

4.4 Permit Set for securing statutory permits and approvals necessary for the construction of the Project, including the demolition and grading permit from the Authorities Having Jurisdiction coordinated with site remediation documents as well as evaluation and recommendation for the demolition and grading sub-contractor bids.

4.5 Fully coordinated federated BIM including all major disciplines (Structural, MEP, Fire Protection) and clash detection reports.

4.6 Report on finalized selected materials, systems, finishes, custom features organized by location, department and space type. Include color palette for key interior and exterior spaces.

4.7 Report on final recommendation from acoustical sub-consultant.

4.8 Updated comparative studies for major building systems as needed.

4.9 Updated Sustainability Design Strategy Report including status for LEED submission and Zero Net Energy calculations.

4.10 Documentation of information and diagrams discussed/presented at project meetings and decision tracking.

4.11 Project schedule including work plan by task and status for all design activities, statutory submissions and approvals, project meetings, PDU reviews and approvals, coordination of pre-construction tasks, bidding, construction activities, etc.

#### 4.12 **Bidding Phase**

- 4.12.1 Preparation of supplementary conditions to the Construction Contract and additional bidding requirements (where necessary).
- 4.12.2 Preparation of Bid Documents incorporating all corrections and revisions in response to final permitting and plan check comments.
- 4.12.3 Written responses to bid questions relating to design and preparation of addenda (where necessary).
- 4.12.4 Written determinations regarding proposed substitutions.
- 4.12.5 Conformed set of drawings and specifications incorporating all bid addenda.

#### 5 **Construction Administration Phase**

- 5.1 Site observation reports
- 5.2 Written responses to RFIs, submittals, change order requests, substitution requests, etc.
- 5.3 Written recommendation of CM/GC payment applications.
- 5.4 Certificates of Substantial Completion and Final Completion.
- 5.5 Punch lists
- 5.6 **Project Closes-out:** Record documentation in three (3) set of reproducible record prints (hardcopy), PDFs, and electronic files in the native format of the source documents.
  - 5.6.1 Drawings in full size (24"x36" or 30"x42") and Technical Specifications incorporating changes made during construction.
  - 5.6.2 Finalized reports, schedules, calculations, and any other design submittals.

#### 6 **Transition Phase**

- 6.1 Documentation of training materials provided to Transition Team and selected staff (where applicable).
- 6.2 Status report of punch list rectification.

7 **BIM.** See deliverable requirements per Attachment BIM to Appendix A.

**END OF APPENDIX D**

## APPENDIX E

### INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated December 29, 2017 between the County of San Mateo (the “Owner”), and [Consultant Firm] (“Architect”) providing for professional services.

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

- 1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 annual general aggregate and \$2,000,000 each occurrence.

- 1.2 Business Automobile Liability Insurance

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

- 1.3 Workers’ Compensation Insurance

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

- 1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$2,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured. Architect shall annually provide evidence of this coverage for at least five (5) years after the completion of the Services.

**2. Insurance terms and conditions:**

2.1 Additional Insureds:

2.1.1 Status of County of San Mateo as Additional Insured.

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

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

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

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

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

**END OF APPENDIX E**