

Agreement No.

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MARK CAVAGNERO ASSOCIATES

This Agreement is entered into this _____ day of _____, 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Mark Cavagnero Associates, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Architectural Engineering design consultant services for the Hall of Justice Court Tenant Improvement Project.

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Appendix A – Conceptual Floorplan prepared by Judicial Council of California dated August 2018
Appendix B – Hall of justice and Records, 1st Floor Existing Floorplan dated January 2022
Appendix C – Not Used
Appendix D – Judicial Council of California Performance Criteria for Construction of the San Mateo Traffic Court dated June 1, 2018

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed two million, two thousand, four hundred and ninety-seven dollars (\$2,002,497). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 27, 2022, through September 26, 2025.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

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

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

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of

the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

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

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

11. Compliance With Laws

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations

for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting: Violation of Non-discrimination Provisions

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

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records: Right to Monitor and Audit

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

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

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

15. Merger Clause: Amendments

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

16. Controlling Law: Venue

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

17. Notices

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

In the case of County, to:

Name/Title:	Michael Ramirez/Capital Project Manager
Address:	555 County Center, 5 th Floor Redwood City, CA 94063
Telephone:	650-599-7398
Email:	mramirez@smcgov.org

In the case of Contractor, to:

Name/Title: Mark Cavagnero/Founding Principal
Address: 1045 Sansome Street, Suite 200
San Francisco, CA 94111
Telephone: 415-398-6944
Email: mark@cavagnero.com

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

20. Reimbursable Travel Expenses

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


- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.

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

* * *

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

For Contractor: MARK CAVAGNERO ASSOCIATES

DocuSigned by:  <small>22D9E26F68954B5...</small>	9/14/2022 2:13 PM PDT	Mark Cavagnero
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

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

Architectural and engineering (A/E) design consultant services shall include needs assessment; programming; conceptual/schematic design; design development; prepare construction documents; provide construction administration; and project closeout. Project stakeholders include County of San Mateo, Judicial Council of California, and County of San Mateo Superior Court. A/E consultant services shall include Certified Access Specialist (CAsp) for accessibility consultant services, Siemens Fire Alarm System consultant services, and Project Cost Estimator. A/E firm shall also include other consultant services as necessary to complete the project. A/E firm shall be responsible to verify and confirm constructability of proposed conceptual plan and revise design as required, but not limited to, current code changes and/or intended use of space. Proposed design shall be based on the use of current Hall of Justice systems including, but not limited to, structural, mechanical, electrical, plumbing, HVAC smoke control system, HVAC building management system, fire alarm, fire sprinkler, panic alarm system, access control, paging, Level III ballistic resistance window pane protection, and information technology. Design shall conform to California Trial Court Facilities Standards 2006 Edition; Re-issued with Amendment 1 on March 1, 2010

(https://www.courts.ca.gov/documents/06_April_Facilities_Standards_with_Amendment1.pdf) and California Catalog of Courtroom Layouts for California trial Courts adopted by Judicial Council June 2015 (<https://www.courts.ca.gov/documents/jc-20150626-itemJ.pdf>). Enclosed Appendix A contains Conceptual Floorplan dated August 2018 that provides a general understanding of proposed areas of renovation in first floor Hall of Justice and shall be considered for Information Purposes Only. Enclosed Appendix B contains existing Hall of Justice floorplan dated January 2022 and shall be considered for Reference Purposes Only. Appendix C Not Used. Appendix D Judicial Council of California Performance Criteria for Construction of the San Mateo Traffic Court shall be considered for Information Purposes Only dated June 1, 2018.

Services also include, but not be limited to the following:

- A/E consultant Services: provide architectural, structural, mechanical, electrical, plumbing, accessibility, security, fire alarm, fire sprinkler, acoustical, interior design, lighting, data/telecommunications, graphics, Level III ballistic resistance windowpane protection and related services which may be required in connection with planning, design, and execution of building renovation project. Additionally, modification of Hall of Justice and Records south entrance security checkpoint to include, but not limited to, physical and electronic security design.
- A/E consulting services shall include CAsp consultant services for accessibility assessment, survey existing conditions, planning, and design to ensure conformance to applicable accessibility requirements
- A/E consulting services shall include Siemens Fire Alarm System consultant services for assessment and survey of existing conditions. Additionally, provide fire alarm system planning and design-assist services ensuring conformance, but not limited to, applicable California Building Code and/or California Fire Code requirements. Siemens Industry, Inc.; Jon Meurer Senior Account Executive; Phone 510.305.8510; jon.meurer@siemens.com
- A/E consulting services shall include Project Cost Estimator to collect and analyze all elements associated with project design to develop project cost estimates as required to deliver the project.
- Planning Research: review, synthesize, update and/or supplement as required conceptual plan prepared by Judicial Council of California (JCC) ensuring conformance to building codes, potential constraints due to limit of project area, and project budget.
- Building Code Analysis: conduct building code analysis as it pertains to Court Tenant Improvement Project at Hall of Justice and Records-First Floor.

- Provide emergency exiting plan to include Occupancy Load Analysis of 1st Floor HOJ (current Occupancy Load and proposed new Occupancy Load). Should 1st Floor Occupancy Load not increase as result of proposed new design, Occupancy Load Analysis of other floors (including Basement) not required. Existing Occupancy Load and proposed new Occupancy Load shall be shown on Plans. If 1st Floor occupancy load increases, analysis shall include 1st floor and other floor occupancies loads (including Basement) which would emergency exit through 1st floor.
- Per AHJ, project will require entire Hall of Justice First Floor, to include ingress/egress, conform to current American with Disabilities Act (ADA) accessibility requirements.
- Project Review: participate in peer and constructability reviews.
- Support Services: to construct or deconstruct (investigative and destructive testing) as necessary for exploratory analysis to refine design criteria and scope of work. Hire necessary trades at prevailing wage to the extent possible.
- Provide detailed project design schedule within thirty (30) calendar days after award of contract.
- Attend pre-construction design meetings, prepare meeting agendas, provide meeting minutes.
- Develop Construction Documents (Plans, Specifications) suitable for authority having jurisdiction (AHJ) plan review. County of San Mateo Planning and Building Department for general construction plan review, Redwood City Fire Marshal for fire alarm system plan review.
- Support County by responding to bidder questions, reviewing bids, and prepare addendums, as necessary.
- Attend bi-weekly project progress meeting onsite for duration of project.
- Provide estimated project cost at 50% design completion, 75% design completion, 100% design completion based on AHJ approved construction document set.
- Construction documents shall include construction barrier details and methodology on project's sheet drawings and/or specifications which comply with AHJ requirements. All cost associated with compliance of applicable construction barriers and associated methodology shall be the responsibility of the contractor as part of installation services.
- Design shall conform to County of San Mateo Building Standards and existing County of San Mateo systems building standards inasmuch as possible. Further specify as follows:
 - a. Non-proprietary assemblies, components, materials inasmuch as possible and/or Practical.
 - b. New system's manufacturer shall impose no restraints on the ability to service and maintain their systems.
 - c. No proprietary service tool shall be required for any maintenance procedure.
 - d. All manuals and drawings shall be provided.
 - e. Technical training, engineering, and technical support shall be available to County maintenance and and/or operations staff.
 - f. New system's manufacturer shall provide direct support to the "end user" and their designated maintenance company.
- Engineered design specific to installation shall not impact or otherwise affect the daily operation of the facility's user's inasmuch as possible during installation.
- Review and respond to shop drawings, request for information, and submittals from contractor.

- Prepare and submit Architect Supplemental Information as needed to AHJ.
- Provide field observation of work in progress to ensure compliance with plans and specifications.
- Follow regulatory agency codes, requirements, and procedures.
- Take digital photos of each construction phase throughout the duration of a project.
- Report instances of apparent non-compliance with contract plans, specifications to the County.
- Work with construction project management staff regarding resolutions.
- Participate in Punchlist walks and prepare Punchlists
- Prepare, provide project closeout documents as required by AHJ
- Provide Permit Bid Set Plans and Specifications comprising of six (6) printed full size wet-signed sets, one (1) PDF version, and one (1) CD/DVD containing electronic versions of these (plans in AutoCAD format).
- Provide Record Set (As Built) Plans and Specifications comprising of three (3) full size sets and one (1) CD/DVD containing electronic version (PDF) and plans in AutoCAD format. Additionally, A/E firm shall provide three (3) sets of applicable shop drawings provided by the contractor where Available.
- Required services are for, but not limited to, coordination with applicable local and state authorities having jurisdiction per building code requirements to insure conformance for this public works project.

The Contractor shall arrange with Michael Ramirez, Department of Public Works (DPW) Capital Project Manager or his designee times to access the facility to complete design services prior to site visits. Contractor must arrange with Michael Ramirez, DPW Capital Project Manager a detailed schedule of work regarding design surveys prior to commencing services. These services to be performed Monday- Friday between 6:00am PST to 6:00pm PST.

Contractor is responsible for cleaning up the area after work is completed. Additionally, Contractor shall use his or her own tools for performance of work.

Charges for work performed by the Contractor not authorized in writing by Director of Public Works or their designee will not be paid by the County.

Additional services outside of those described in Exhibit "A" must be authorized by the County's representative in writing prior to commencing work.

Services will be provided on an as-needed basis, and the County and Contractor shall agree in writing to the scope and cost of any work prior to performing any work.

ADDITIONAL REQUIREMENTS

1. Sub-consultant firms are licensed to practice engineering in the State of California and can effectively provide the required professional services.
2. The individual or individuals or sub-consultants who will be assigned the responsibility shall have the same experience as it pertains to the architect firm designing California court projects.
3. Firms shall be able to meet the schedule set by County of San Mateo Department of Public Works.

Exhibit B

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

\$1,741,302.00

In addition, additional architectural and engineering design services beyond the scope set forth in Exhibit A may be requested and authorized by the County in writing. The value of these additional services shall not exceed \$261,195.

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:
Contractor shall submit a Schedule of Values to Michael Ramirez, Department of Public Works Capital Project Manager.

The total contract amount shall not exceed \$2,002,497.00.

A portion of this agreement in amount of \$261,195 is owner-controlled allowance for the above referenced additional architect and engineering design services not already specified in scope of work. Additional design services, as deemed necessary by the County, requires County's written authorization. Payment will be made within 30 days of receipt in County of San Mateo Department of Public Works Accounting Unit of written itemized invoice identifying the Agreement Number, complete scope of work, specific work completed, location of work, and breakdown of charges. In any event, the total payment for services of Contractor shall not exceed \$2,002,497 and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Remit invoices to:

Department of Public Works – Accounting Unit
555 County Center, 5th Floor
Redwood City, CA 94063

Reimbursement Requirements:

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

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 built drawings, plans & specs) as specified and requested in the released task orders (scope of work) in hardcopies or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hardcopies are requested or required.

APPENDIX A

EXHIBIT "C"

HOJ TENANT IMPROVEMENTS

Description and scope of the HOJ Tenant Improvements on following page(s).

INFORMATION PURPOSES ONLY

Plan 1B

Appendix A

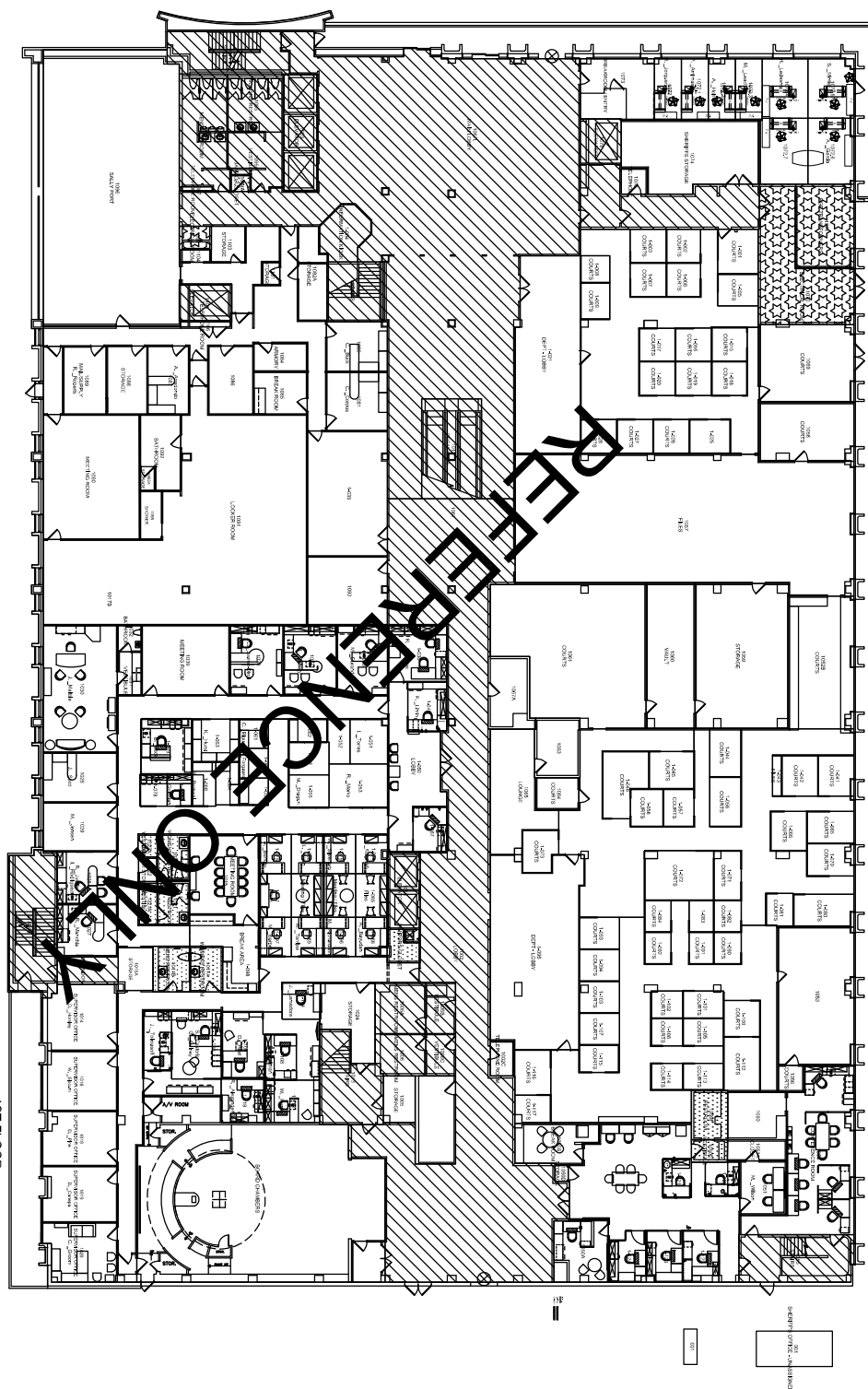
Judicial Council of California

Proposed Conceptual Plan

1ST FLOOR
HALL OF JUSTICE
400 COUNTY CENTER DRIVE
REDWOOD CITY, CA

New Walk Up Service Windows

Appendix B



Appendix D

Exhibit "F"

Performance Criteria for Construction of the San Mateo Traffic Court

June 1, 2018

This Performance Criteria is intended to provide the County of San Mateo with some specific requirements for the new construction of the San Mateo Superior Court in the Hall of Justice. Please refer to the California Trial Court Facilities Standards 2011 and the California Catalog of Courtroom Layouts for California Trial Courts –adopted by the Judicial Council of California on June 25, 2015 for more detailed information.

PROJECT FURNITURE, FIXTURES & EQUIPMENT

- New 6'x8' systems furniture cubicles
- Two furnished judges' chambers
- Three furnished private offices
- Two furnished conference rooms
- Two tables for document viewing room
- Public seating outside courtrooms
- Two court reporter stations in courtrooms
- Two desks for court security officers in courtrooms
- Four counsel tables for courtrooms
- 65 task chairs
- 45 computers
- 10 printers
- Five copiers

COURTROOMS

Courtrooms Layout and Design

- The Table 1.1 and Figure 1.1 for the traffic courtroom example below are taken from the Catalog of Courtroom Layouts for California Trial Courts. This information provides the position and critical dimensions for the casework and furniture in the two new courtrooms in the Hall of Justice. Note the sample courtroom layout does not reflect the actual field conditions for the overall courtroom dimensions, door locations or ramping configurations.

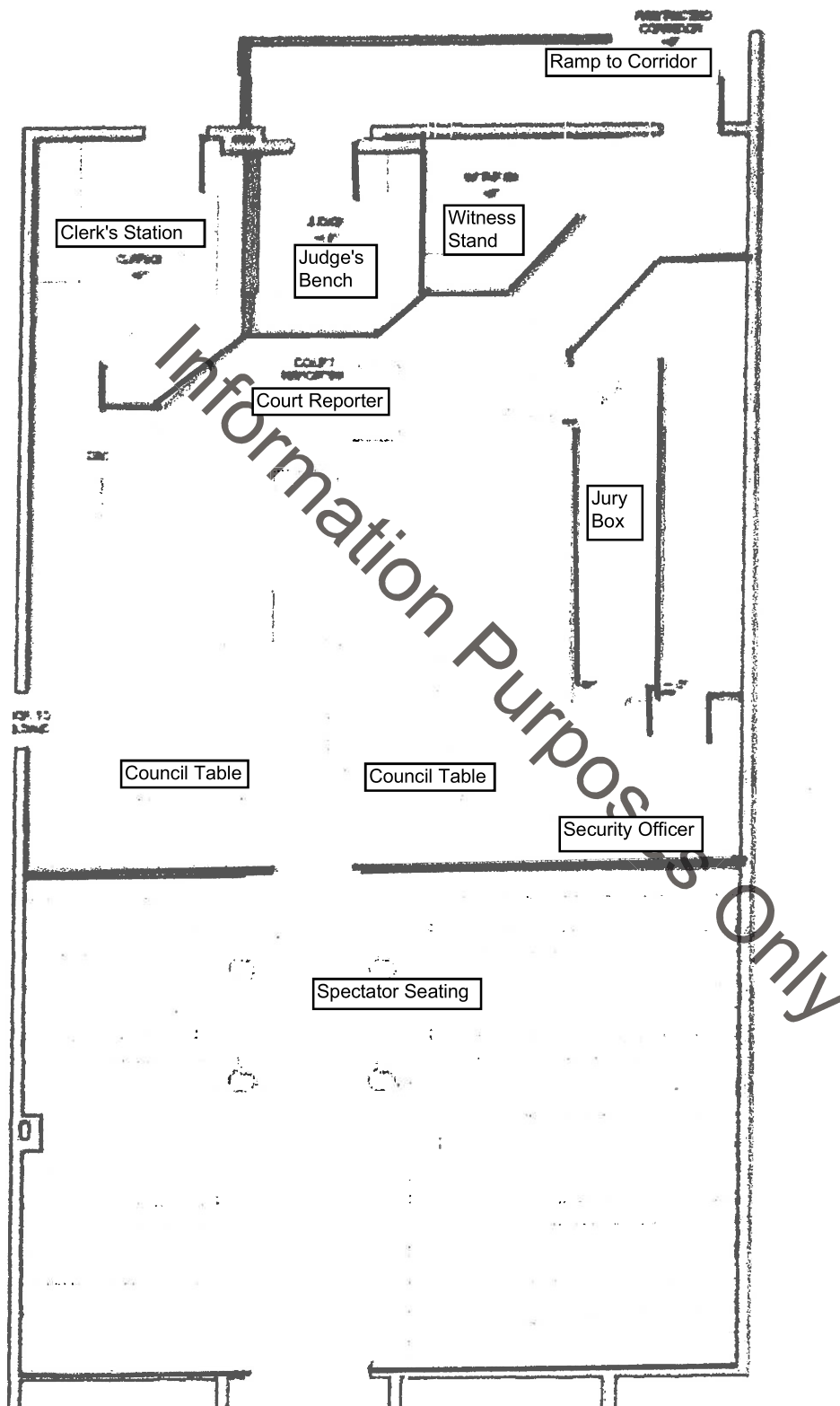
Table 1.1 Courtroom Casework and Furniture

Element or Workstation	Casework/Furniture Width	Casework/Furniture Depth	Height above Floor	Number of Occupants
Judge	7'-3"/6'-6"	2'-0"/1'-2"	+16"	1
Courtroom Clerk	13'-0"	2'-4"	+5"	2
Security Officer	4'-0"	2'-6"	-	1
Court Reporter	TBD	TBD	TBD	1
Witness Stand	5'-0"	2'-5" at widest point	+5"	2
Bench Seating	TBD	TBD	TBD	130 +/-
Jury Box	N/A	N/A	2 nd row +12"	15

Performance Criteria for Construction of the San Mateo Traffic Court

June 1, 2018

Figure 1.1 Sample Courtroom Layout – Final layout to be determined during design development phase.



Performance Criteria for Construction of the San Mateo Traffic Court

June 1, 2018

Security Features

- Behind judge/clerk/witness bench and court security officer desk finish materials, provide bullet-resistant woven ballistic-grade fiberglass panels.
- Provide silent duress alarm buttons for judge, court security officer, and clerk positions.
- Provide video surveillance of the courtroom, including well area and public seating.

Lighting

- Use a combination of direct and indirect lighting in the courtroom. Audiovisual presentations are common so lighting must be flexible enough to allow for dimmed ambient light levels, with sufficient light for note taking. Lighting directly in front of projection or video display shall be capable of being switched off for evidence display.

Telecom Infrastructure

- Additional telecom infrastructure is required to accommodate connections between the courtrooms to case management systems for the prosecution and defense computer equipment.

A/V Requirements

- An assisted listening system shall provide secure transmission of both speech and program audio to participants or members of the public utilizing an infrared transmitter and headset receiver. In courtroom applications the system shall provide a minimum of four independent channels to work in conjunction with the language interpretation system.
- When evaluating the types of assisted listening systems in the design as well as the quantities of headsets, refer to section 1104B.2 of the DSA California Access Compliance Code to ensure adequate provision.
- Refer to Table 1.2 and Figure 1.2 for the minimum courtroom A/V requirements.

Performance Criteria for Construction of the San Mateo Traffic Court

June 1, 2018

Table 1.2 Minimum A/V Requirements for Courtrooms

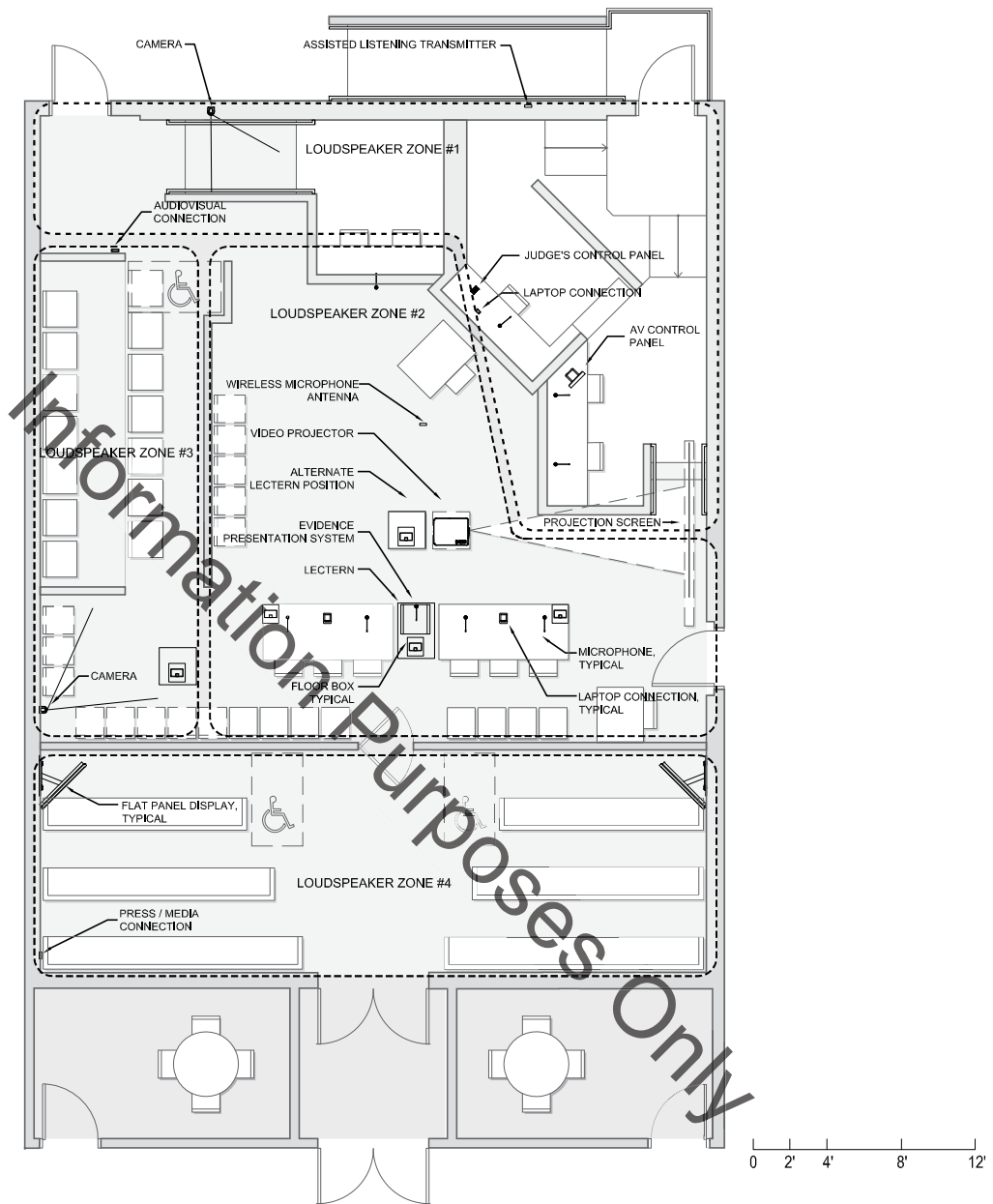
	Microphone, Gooseneck, Moveable, Movable	Microphone, Gooseneck, Fixed, Movable	Audio Output	Audio Input	Video Input	Video Output	Control System Touch Panel Interface	Control System Keypad Interface (*)	Annotation System Interface	Real-Time Transcription Interface	Press-Media Interface	Ceiling Mounted Video Projector	Power ceiling mounted projection screen	Evidence Projection System
Bench	X		X		O	O	X	X		X				
Witness		X	O			O			X					
Clerk	X		X		O		X							
Court Reporter			X							X				
Counsel Tables		X	O	X	X									
Lecturn	X	X	X	X	X	X								X
Well Area												X	X	
Gallery Seating						O					X			

X = Minimum System Requirements

O = Optional System Requirements

(*) = Control Functions at a minimum shall include audio and video mute and sound masking control.

AUDIOVISUAL SYSTEMS



Typical Courtroom A/V Requirement

Performance Criteria for Construction of the San Mateo Traffic Court

June 1, 2018

PUBLIC TRANSACTION COUNTERS

- Outdoor public transaction counters shall be provided with bullet-resistant wall panels, transaction glazing, and pass-through drawers.
- Each public transaction counter position shall have a duress alarm button.
- Provide overall video surveillance of the public queuing and walk-up areas and one camera for each clerk position at the public transaction counters.
- Provide an active full-duplex audio communication system at outdoor public transaction counters. The communication system must have an on/off switch allowing staff to enable or disable communications.
- Provide motorized roll down doors in front of all public transaction windows.
- Provide glass barrier with pass-through space between public and court staff at the interior transaction counters.
- Coordinate the design of the public transaction windows with the court.

JUDGES' CHAMBERS

- Provide ballistic glazing for exterior windows at judge's chambers.
- Provide silent duress alarm buttons at judge's desks.

GENERAL OFFICE SPACE

- Provide card reader door access to all doors between the public and court staff.
- Provide silent duress alarm buttons at judge's desks.
- Provide one large marker board in each new conference room.

SECURITY SCREENING AT BUILDING ENTRANCE

- Relocate the security screening station from the existing Traffic Court to the existing security screening area in the Hall of Justice so that there is one additional screening position to handle the increase in the visitor traffic.