

**Professional Services Agreement**

**Between**

**County of San Mateo**

**and**

**Watry Design, Inc.**

**January 8, 2018**

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND  
WATRY DESIGN, INC. at  
2099 Gateway Place, Suite 5500, San Jose, CA 95110**

This Professional Services Agreement (the “**Agreement**”) is dated January 8, 2018 and is by and between the County of San Mateo, a political subdivision of the State of California (“**Owner**”) and Watry Design, Inc. (“**Architect**”).

**Recitals**

WHEREAS, Owner wishes to retain Architect to provide architectural, engineering and related services for its new Parking Structure 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>	Watry Design, Inc. 2099 Gateway Place, Suite 5500 San Jose, CA 95110 Tel: (408) 392-7900 Fax: (408) 532-5004
<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**

Deborah Bazan, Director  
 Project Development Unit  
 1402 Maple Street  
 Redwood City, CA 94063

**Architect**

Michelle Wendler, Principal-in-Charge  
 Watry Design, Inc.  
 2099 Gateway Place, Suite 5500  
 San Jose, CA 95110

- 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 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



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 clarity, 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 its 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: Director

"Architect"

By: Michelle Wendler Michelle Wendler  
Its: Principal

**Attachment to this Agreement:**

- Attachment to Appendix A SERVICES TO BE PROVIDED BY ARCHITECT
  - Attachment BIM
  - Exhibit 1 – Proposal dated December 28, 2017
  - Exhibit 2 – Statements of Qualifications dated September 1, 2017
- Attachment to Appendix B PAYMENTS TO ARCHITECT
  - Exhibit 1 – Fee Matrix dated December 28, 2017
  - Exhibit 2 – Billing Rates dated December 28, 2017

## 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 January 8, 2018, between the County of San Mateo (the "Owner"), and Watry Design, Inc. ("Architect") providing for professional services.

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

##### 1.1 General

##### 1.1.1. The Project is described as follows:

The Project will be located on the corner of Veterans Boulevard and Middlefield Road north of the existing County Parking Garage at 400 Middlefield Road at the County Government Center in Redwood City, CA. The newly proposed Parking Structure is intended to be a multi-story structure that has the capability parking a total of 850 to 1200 vehicles and be fully automated with self-serve payment kiosk on each floor for patron parking payment. The Project should reflect effectively the County's vision, mission, and legacy with a strong public identity serving as one of the primary entrances for the Government Center.

This new Parking Structure will support the parking needs of the Government Center and the proposed County Office Building 3 (COB3) at the site immediately to the east of the existing Hall of Justice bordered by Marshall Street to the south and the Middlefield Road to the east to be designed under separate contract. The newly proposed COB3 Project is intended to be approximately in the range of 121,000 to 156,000 gross square feet with five to seven above-grade levels and a partial basement.

The COB3 Project will also include design of a new Public Promenade to connect the proposed COB3 and proposed New Parking Structure with the existing campus facilities at the County Government Center. The promenade would extend south from the new Parking Structure along Hamilton Street to Marshall Street. This pedestrian-oriented site amenity would close Hamilton Street to vehicular traffic within the Government Center campus. There may also be an opportunity for a Public Plaza north of the proposed COB3 extending from the Promenade if the existing Traffic Court building is to be demolished (to be confirmed during design). This new feature will create open space that will be used for public events, gatherings, and functions knitting the new building development to the existing campus buildings.

Architect of this Project shall coordinate and collaborate with selected Architect of the COB3 Project on site layout and integration of the Promenade design with both the vehicular and pedestrian traffic in/out of the Parking Structure. Road improvements outside the County-owned parcel will not be within the civil engineering design scope. However, Architect will be responsible for the design coordination of any necessary off-parcel road improvements to meet project needs.

- 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 the Conceptual Program (for “Option 2”) and associated functional requirements as outlined in the “San Mateo County Government Center New County Office Building and Parking Structure Scoping Study” (“Scoping Study”) dated January 27, 2017 prepared by Dreyfuss + Blackford Architecture.

1.3.2 The estimated parking capacity shall be in the range of 850 to 1200 stalls. Exact stall count shall be determined based on design analysis and research during the Research, Concept Design and Programming Phase.

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. The following items are traditionally considered design build items that will be provided with performance specifications and design details, and final engineering will be provided by sub trades. If further items are identified, Architect will request permission in writing.

- Steel stairs
- Precast concrete systems
- Elevators
- Standpipe systems
- Fire Alarm
- Steel railing systems (i.e. cable rail)
- Window washing systems
- Photovoltaic System

- Soil improvement methods if determined the approach for the foundation per the soils report
  - Metal stud partitions
- 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 (except civil and landscape) 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 Architect shall comply with its obligations regarding Building Information Modeling ("BIM") identified on Attachment BIM attached to this Appendix A and incorporated herein.

- 1.4.3 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 This Project shall provide parking spaces for 850 to 1200 vehicles, exact stall count to be verified and finalized during design. Architect of this Project shall coordinate with the selected Architect of the County Office Building 3 (COB3) on the overall design at the County Government Center.
- 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 (design criteria for standpipes and fire alarm systems), mechanical, plumbing and structural engineering, physical and electronic security, vertical transportation (design criteria), audio visual (paging 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 The Project is expected to achieve Zero Net Energy ("ZNE") per the County of San Mateo 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, 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.

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 work closely with the selected Architect for the County Office Building 3 (COB3) to coordinate the overall site layout and integrate the Promenade design effectively with both the vehicular and pedestrian traffic.

2.3.4 Architect shall immediately advise Owner in writing if any of Owner's consultant fails in any manner to coordinate its work with Architect.

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.
- 3.1.1.4 Coordinate and attend two (2) trips with key members of Architect team to tour comparable existing facilities if the Owner elects to do

so during this phase. Facilities will be collaboratively selected together with Owner's team.

### 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 acceptabce 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/zones. 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 PDU for final approval.
- 3.1.2.4 Architect shall compile a preliminary list defining 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

The Phasing package will include:

- 3.1.3.1 Site Plan clearly delineating the area of Work and phasing strategy in coordination with the COB3 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 at the Government Center 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 (except civil and landscape) 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 as required on the Project, including but not limited to the mechanical, electrical, domestic plumbing, sanitary sewer, roof drainage, and fire protection (design criteria for standpipe and fire alarm 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 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 light up the building, and design for natural ventilation

of the parking structure 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

Architect shall ensure that the design systems fall within San Mateo County Ordinance for operational decibel requirements and ensure the design choices do not force the CM/GC to operate outside of the same ordinance. Develop acoustical requirements in conformance with these operational requirements. Provide recommendations on criteria to the Project Development Unit and strategies for ensuring that criteria have been achieved. Provide plan for integrating acoustical measures 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 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 Review site information, provided by Owner, as 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 and any other applicable energy-saving programs (e.g. PG&E Savings by Design, photovoltaic rebate, etc.)
- 3.2.6.8 Obtain written approval from the County of San Mateo Project Development Team 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, standpipes, 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 standpipe) 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, etc.), exterior and interior elevations (to show openings, doors and glazing systems, etc.), wall and building sections, and construction details.
- 3.3.3 Building sections and exterior wall sections developed indicating exterior materials and glazing systems.
- 3.3.4 Roof plan indicating any roof screen and/or space for rooftop equipment, pads and maintenance walkway.
- 3.3.5 Schedule of doors, frames, windows and hardware developed and clearly indicated on plans.
- 3.3.6 Detail sketches for the design of custom features and schedule of finishes for all spaces throughout.
- 3.3.7 Reflected ceiling plans (RCP) with ceiling materials defined and lighting design complete.
- 3.3.8 Integration of and with, Mechanical, Plumbing, Electrical, standpipe, AV (paging system), Phone and Security Systems.
- 3.3.9 Structural drawings illustrating the general structural design of the structure including framing, foundation, lateral support concept and special area

treatments and feature designs.

- 3.3.10 Site and civil plans indicating grading/drainage, site utilities, hardscape, landscape and landscape furniture coordinated with the building, parking and access requirements.
- 3.3.11 Landscape and irrigation plans coordinated with civil finish grades and drainage, planting and ground cover coordinated with building and site furnishings.
- 3.3.12 Landscape paving and layout plans.
- 3.3.13 All signage and equipment plans.
- 3.3.14 Lighting photometric.
- 3.3.15 An draft specification including information from all the sub-consultants.
- 3.3.16 Develop security concept package with cut sheets to include doors, locks, windows, glazing, cameras, lights, public address, alarms, communications, monitoring, and equipment.
- 3.3.17 Assist in selection of materials appropriate for the functions of the spaces.
- 3.3.18 Coordinate the design documentation including the following:
  - 3.3.18.1 Mechanical equipment schedules and system diagrams.
  - 3.3.18.2 Mechanical equipment plan.
  - 3.3.18.3 Detailed mechanical plans for IDF/MDF rooms and other MEP spaces.
  - 3.3.18.4 Electrical single line diagram including site generated electricity.
  - 3.3.18.5 Electrical lighting plans and schedule coordinated with architectural RCP.
  - 3.3.18.6 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 (paging system) 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.
  - 3.3.18.7 Electrical enlarged plans for electrical rooms, IDF/MDF room.
  - 3.3.18.8 Electrical site plan showing locations of PG&E transformers, site lighting, and connections.
  - 3.3.18.9 Plumbing equipment schedule and system diagrams.
  - 3.3.18.10 Plumbing plans coordinated with architectural floor plans, civil plans and any other requirements.
  - 3.3.18.11 Standpipe locations and pipe routing. Equipment schedules and system diagrams shall also be provided.

3.3.18.12 Multi-disciplinary implementation strategy for Zero Net Energy 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. The ZNE strategy will be a joint design effort with the COB3 Project.

3.3.19 In addition to regular project coordination meetings, include also meetings to review finishes and custom features with PDU.

3.3.20 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 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 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 Fully coordinated schedules for finishes, doors, hardware and windows.

3.4.1.6 Finish plans with symbols and legends and schedule of finishes showing locations of color and materials throughout the space.

3.4.1.7 Fully coordinated and detailed structural drawings and calculations.

3.4.1.8 Fully coordinated Mechanical, Electrical and Plumbing Drawing and calculations.

3.4.1.9 Fully coordinated and detailed civil drawings clearly indicating the project extent and phasing of construction. Architect shall be

responsible to coordinate and submit all required documents for the demolition and grading scope to the Authorities Having Jurisdiction as well as the following:

- 3.4.1.9.1 Together with the building permit, complete the permit application form and obtain permit approval with County Building and Planning Department, Environmental Health, Redwood City Fire, and any other applicable agencies as required.
- 3.4.1.9.2 Coordination of the remediation and grading plans with the structural plans/details and Geotechnical report recommendations.
- 3.4.1.10 Evaluation and recommendation for the demolition and grading sub-contractor bids.
- 3.4.1.11 Fully coordinated and detailed landscape/hardscape and parking plans.
- 3.4.1.12 Specifications manuals for the above, including installation, performance, and warranty requirements.
- 3.4.1.13 Other details and specifications as required.
- 3.4.1.14 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.
- 3.4.1.15 Coordination of IT, AV (paging system), and Security requirements.
- 3.4.1.16 Coordination with all Design Documents including assembling sets for printing. Printing of sets per Appendix
- 3.4.1.17 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
- 3.4.1.18 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.
- 3.4.1.19 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. If Owner requires Architect to modify the design because the cost estimate significantly exceeds the Owner's budget for the Cost of the Work due to market conditions Architect could not reasonably anticipate, Owner and Architect may meet to discussion whether Architect should be entitled to additional compensation for such redesign work.

3.4.1.20 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 PDU and the CM/GC to ensure an efficient and effective bidding process to maintain the ability to achieve all milestones timely without delay. After 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 Where Bids Exceed Budget:

3.4.2.7.1 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.

3.4.2.7.2 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. If Owner requires Architect to modify the design because the cost estimate significantly exceeds the Owner's budget for the Cost of the work due to market conditions Architect could not reasonably anticipate, Owner and Architect may meet to discuss whether Architect should be entitled to additional compensation for such redesign work.

### 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 to describe approach to fulfill acoustics requirements as described in Paragraph 3.2.4 above.
- 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 Architect shall make visits to the Site at intervals appropriate to the stage of construction and as Owner deems necessary 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.
- 3.5.5 Review of submittals and shop drawings to verify conformance with design intent, finish specifications, and all manufacturers' details with reasonable promptness so as to cause no delay to the Project.
- 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 review 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 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:
  - 3.5.9.1 Applications for payment

- 3.5.9.1.1 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.

- 3.5.9.1.2 Recommendations of payment by Architect shall constitute a representation to Owner that the work has progressed to the point indicated; and to the best of Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents.
  - 3.5.9.2 Requests for changes in contract costs or times of completion.
  - 3.5.9.3 Disputes with respect to technical aspects of contract documents.
  - 3.5.9.4 Requests for interpretation and clarification of contract documents
  - 3.5.9.5 Requests for substitution of specified systems and/or materials.
- 3.5.10 Final review and approval of all construction as it relates to the general intent of the Architectural Contract documents.
- 3.5.11 Management of the Project punch list process and documentation of the construction punch list in coordination with the County and its consultants.
- 3.5.12 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 – Per list in Appendix B
- 3.5.13 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.
- 3.5.14 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.
- 3.5.15 Meeting Attendance during Construction Phase
- The following are the types of meetings expected to be attended by Architect throughout the Project's construction duration.
- 3.5.15.1 Design Coordination Meetings as required based on Architect's discretion between other members of the design team.
  - 3.5.15.2 Weekly Owner, CM/GC and Architect Meeting during the construction phase of the Project.

3.5.15.3 Any special coordination or change order meetings to resolve project challenges.

3.5.16 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 request.

**END OF APPENDIX A**

## ATTACHMENT BIM

### BUILDING INFORMATION MODELING

#### 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 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 January 8, 2018 between the County of San Mateo (the "Owner"), and Watry Design, Inc. ("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 not exceed \$1,576,000.00 for professional fees and \$50,350 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	\$62,500
Schematic Design Phase	\$161,000
Design Development Phase	\$341,000
Construction Documentation, Permitting and Bidding Phase	
GMP Cost Estimate Package	\$539,500
Permitting	\$56 000
Bidding	\$27 000
Construction Administration Phase	\$358,000
Transition/Record Drawings/Closeout Phase	\$31,000
<b>TOTAL BASIC SERVICES</b>	<b>\$1,576,000</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, and 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 Watry Design, Inc. ("Architect") providing for professional services.

<b>PHASE</b>	<b>MILESTONE COMPLETION DATE</b>
Research, Concept Design and Programming Phase	March 30, 2018
Schematic Design Phase	June 1, 2018
Design Development Phase	August 17, 2018
Construction Documentation, Permitting and Bidding Phase	November 16, 2018
Construction Administration Phase (assumed 1000 stalls)	June 22, 2020
Transition Phase	August 25, 2020

**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 January 8, 2018 between the County of San Mateo (the “Owner”), and Watry Design, Inc. (“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 If directed by Owner, field tours at two (2) existing facilities comparable/relevant to the scope of this Project to be collaboratively selected with Owner’s team
- 1.3 Documentation of meeting discussions with users/stakeholders and decision tracking.
- 1.4 Architectural space program including but not limited to the parking stall count, associated functions and program elements, departmental organization, required square footage, space adjacency diagrams, vehicular and pedestrian circulation flow diagrams, etc. Include also comparison of programmed areas vs. actual design areas in design options.
- 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 CEQA process.
- 1.7 Phasing package including but not limited to site phasing 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 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 vehicles (including emergency access).
- 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 per Paragraph 3.2.4, 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 Zero Net Energy. Recommend and assist the County to enroll in 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
  - Parking analysis
  - Exterior & interior elevations
  - Building & wall sections
  - Door/frame/window/hardware schedules
  - Finish schedules
  - MEP/FP/Security/Communication/AV/IT System plans

- Mechanical equipment layout & schedules, system diagrams
  - Electrical single line diagrams including site generated electricity
  - Electrical lighting plans, schedules & photometric
  - Draft specifications, including written design criteria for mechanical and electrical systems
- 3.2 Fully coordinated BIM including all major disciplines (Structural, MEP, and standpipe) 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.
  - 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 on Zero Net Energy implementation 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) 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 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
  - Exterior & interior elevations
  - Building & wall sections
  - Construction details
  - Door/frame/window/hardware schedules
  - Finish schedules

- MEP/FP/Security/Communication/AV/IT System plans and schedules
  - Mechanical 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
  - Exterior & interior elevations
  - Building & wall sections
  - Construction details
  - Door/frame/window/hardware schedules
  - Finish schedules
  - MEP/FP/Security/Communication/AV/IT System plans and schedules
  - Mechanical 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 scope 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, and standpipe) and clash detection reports.
- 4.6 Final acoustical recommendation describing compliance with Paragraph 3.2.4.
- 4.7 Updated comparative studies for major building systems as needed.
- 4.8 Updated Sustainability Design Strategy Report including status for Zero Net Energy calculations.
- 4.9 Documentation of information and diagrams discussed/presented at project meetings and decision tracking.
- 4.10 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.
- 4.11 **Bidding Phase**
- 4.11.1 Preparation of supplementary conditions to the Construction Contract and additional bidding requirements (where necessary).

- 4.11.2 Preparation of Bid Documents incorporating all corrections and revisions in response to final permitting and plan check comments.
- 4.11.3 Written responses to bid questions relating to design and preparation of addenda (where necessary).
- 4.11.4 Written determinations regarding proposed substitutions.

## 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 hard copies per Appendix B, 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 Watry Design, Inc. ("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**

## 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:

MICHELLE KLENDLER

Name of Contractor(s):

WATRY DESIGN

Street Address or P.O. Box:

2099 Gateway Pl Ste 550

City, State, Zip Code:

San Jose CA 95129

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

Signature:



Title of Authorized Official:

PRINCIPAL

Date:

3/5/18

\*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."

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# COUNTY OF SAN MATEO

## BOARD OF SUPERVISORS

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Reports

File #: 16-760 Version: 1 Name:

Type: Resolution Status: Passed

File created: 10/18/2017 Departments: COUNTY MANAGER

On agenda: 11/21/2017 Final action: 11/21/2017

Title: Adopt a resolution authorizing the Director of the Project Development Unit or his/her designee to: A) Enter into an agreement for architectural and engineering professional services with Watry Design, Inc. in an amount not to exceed \$1,626,350; and B) Execute change orders to the architectural and engineering professional services agreement with Watry Design, Inc. up to an aggregate amount not to exceed 10 percent of the agreement value.

Attachments: 1. [20171107\\_att\\_RFP Matrix](#), 2. [20171107\\_r\\_CM Parking Structure](#)

History (1)

Board Memo

**Special Notice / Hearing:** None\_\_  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Debbie Bazan, Director of Project Development Unit

**Subject:** County Parking Structure Architect and Engineering Agreements

### **RECOMMENDATION:**

Adopt a resolution authorizing the Director of the Project Development Unit or his/her designee to:

- A) Enter into an agreement for architectural and engineering professional services with Watry Design, Inc. in an amount not to exceed \$1,626,350; and
- B) Execute change orders to the architectural and engineering professional services agreement with Watry Design, Inc. up to an aggregate amount not to exceed 10 percent of the agreement value.

### **BACKGROUND:**

In January 2017, the County Manager's Project Development Unit (PDU) was formed to oversee and manage all ground up construction performed by the County of San Mateo. In March of 2017, your Board held a Study Session to consider the recommendations for capital improvements made in the Feasibility Studies and Master Plans to address the County's use of lease space, aging

facilities, OSHPD compliance work, public accessibility and navigation, parking, environmental standards, and efficiency of employee work spaces. Direction was given to the County Manager and the PDU to move forward with the recommended capital improvements at the conclusion of the Study Session. The new approved and on-going Capital Projects total approximately \$500 million and are being managed by the PDU.

Among the anticipated capital projects is a new County parking structure to be located at County Center. It is currently anticipated that the parking structure will contain between 850 and 1200 parking stalls, the precise number to be determined during final program refinement.

**DISCUSSION:**

On April 21, 2017, the PDU published a Request for Statements of Qualifications for Architectural and Engineering firms for the design of the new County Parking Structure. In response to the request, on May 19, 2017, 5 firms submitted their qualifications. A screening committee comprised of members of the PDU reviewed the proposals and qualified each firm to submit proposals.

On June 9, 2017, the County issued its Request for Proposals (RFP) to the 5 pre-qualified firms. Each firm timely submitted proposals and were invited to and participated in interviews before the selection committee, which was comprised of members of the PDU. After thoroughly reviewing and considering the proposals and presentations, Watry Design was selected by the committee for the project.

Through this resolution, PDU requests authority to enter into an Agreement with Watry Design for architectural and engineering services for the new parking structure in an amount not to exceed \$1,626,350 and authority to execute change orders in an amount not to exceed 10 percent of the contract.

County Counsel has reviewed and approved the resolution as to form.

Approval of these actions will contribute to the Shared Vision 2025 outcome of Collaborative and Safe Community by advancing this project that will provide regional benefits to San Mateo County residents.

**FISCAL IMPACT:**

Funding for this agreement is included in the project budget for the new County Parking Structure.

**RESOLUTION NO. 075577**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE DIRECTOR OF THE PROJECT DEVELOPMENT UNIT OR HIS/HER DESIGNEE TO: A) ENTER INTO AN AGREEMENT FOR ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES WITH WATRY DESIGN, INC. IN AN AMOUNT NOT TO EXCEED \$1,626,350; AND B) EXECUTE CHANGE ORDERS TO THE ARCHITECTURAL AND ENGINEERING AGREEMENT WITH THE CONTRACTED FIRM UP TO AN AGGREGATE AMOUNT NOT TO EXCEED 10 PERCENT OF THE AGREEMENT VALUE.**

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

**WHEREAS**, in January 2017, the County Manager's Project Development Unit (PDU) was formed to oversee and manage County ground up construction projects; and

**WHEREAS**, in March 2017, your Board held a Study Session to consider Feasibility and Master Plan recommendations for County capital improvements; and

**WHEREAS**, at the conclusion of the Study Session, direction was given to the County Manager and the PDU to pursue the recommended capital improvements including a new County Parking Structure to be located at the County Center; and

**WHEREAS**, the PDU published a Request for Statements of Qualifications for Architectural and Engineering firms for the design of the new County Parking Structure and pre-qualified 5 firms; and

**WHEREAS**, on June 9, 2017, the County issued a Request for Proposals (RFP) to the 5 pre-qualified firms and each firm timely submitted proposals and participated in interviews before the County selection committee; and

**WHEREAS**, after interviews and review of the submitted proposals, the project selection committee selected the highest ranked proposer, Watry Design; and

**WHEREAS**, the PDU recommends that the County retain Watry Design for architectural and engineering services for the County Parking Structure; and

**WHEREAS**, approval of these actions will contribute to the Shared Vision 2025 outcome of Collaborative and Safe Community by advancing this project that will provide regional benefits to San Mateo County residents;

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors authorizes the Director of the Project Development Unit or his/her designee to: A) Enter into an agreement for architectural and engineering services agreement with Watry Design, Inc. in an amount not to exceed \$1,626,350; and B) Execute change orders to the architectural and engineering professional services agreement with Watry Design, Inc. up to an aggregate amount not to exceed 10 percent of the agreement.

\* \* \* \* \*

Regularly passed and adopted this 21<sup>st</sup> day of November, 2017

*AYES and in favor of said resolution:*

*Supervisors:* \_\_\_\_\_ *CAROLE GROOM*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*DON HORSLEY*  
\_\_\_\_\_  
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\_\_\_\_\_  
*WARREN SLOCUM*  
\_\_\_\_\_  
\_\_\_\_\_  
*DAVID J. CANEPA*

*Absent:* \_\_\_\_\_ *DAVE PINE*  
\_\_\_\_\_

*NOES and against said resolution:*

*Supervisors:* \_\_\_\_\_ *NONE*  
\_\_\_\_\_



\_\_\_\_\_  
*President, Board of Supervisors  
County of San Mateo  
State of California*

***Certificate of Delivery***

*I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.*



\_\_\_\_\_  
*Deputy Clerk of the Board of Supervisors*