

***Request for Proposals
for
Architectural and Engineering Services
for the South San Francisco Campus Project
South San Francisco***



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

**Issued: June 15, 2018
Responses due: July 19, 2018 at 2:30pm**

Sam Lin, Manager
County of San Mateo Project Development Unit
1402 Maple Street
Redwood City, CA 94063
Email: slin@smcgov.org

DISCLAIMER

This Request for Proposals (RFP) is not a commitment or contract of any kind. The County of San Mateo reserves the right to pursue any, or none of the ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the applicants and shall not be reimbursed. The County reserves the right to select the proposal that is in the County's best interest, to reject any and all proposals, to terminate the RFP process, and/or to waive any requirements of this RFP when it determines that doing so is in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document.

NOTE REGARDING THE PUBLIC RECORDS ACT:

(a) **General Provisions Regarding Public Nature of Proposals.**

Government Code Section 6250 *et. seq.*, the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements.

(b) **Respondent's Rights Regarding Confidentiality of Proposals.**

The County of San Mateo does not represent or guarantee that any information submitted in response to the RFP will be kept confidential. If the County of San Mateo receives a request under the Public Records Act for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the proposal. In the event that a party who has submitted a proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced and to obtain a court order prohibiting disclosure. If material is designated as confidential, the County will attempt in a timely manner to inform the person or entity that submitted such material of the public records request in order to permit the person or entity to assert any applicable privileges.

Section 10 of this document sets forth the procedures for designating a document as confidential. Failure to comply with the procedures in Section 10 constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. If you submit information you claim is protected as a trade secret or on any other basis, you **must** follow all procedures in Section 10.

PART 1 – INTRODUCTION

- 1.01 The County of San Mateo Project Development Unit (“County” or “Owner”) invites responses to this Request for Proposals (“RFP”) from architectural firms who have been pre-qualified and shortlisted through the RFSOQ process (“Respondents”). The successful Respondent will contract with the County to provide design and construction administration services (the “Architectural Contract”) for the County’s New South San Francisco Campus Project (the “Project”).
- 1.02 The County will conduct an in-depth evaluation of the Proposals submitted (“Proposals”) and select a minimum of three (3) Respondents for interviews to determine the most qualified Respondent for the Project. The County will then begin sequential contract negotiations beginning with the most qualified Respondent.
- 1.03 This RFP along with the SOQ and Proposal of the selected architectural firm will be included in the Architectural Contract for the Project following award.

PART 2 – SUBMISSION OF PROPOSALS

- 2.01 Respondents must submit one (1) original, signed response to this RFP clearly marked as “Original” on the cover, together with additional ten (10) copies, and one (1) electronic copy on thumb drive all provided in the same package, **no later than 2:30 PM on July 19, 2018** to:
Sam Lin, Manager
County of San Mateo Project Development Unit
1402 Maple Street
Redwood City, CA 94063
Email: slin@smcgov.org
 1. The signed, original RFP response should include a statement signed by an owner, officer, or authorized agent of the Respondent, acknowledging and accepting the terms and conditions of this RFP.
 2. Clearly mark on the envelope or cover of your proposal package “Proposal for the Architectural and Engineering Services for the South San Francisco Campus Project, South San Francisco”.
 3. **Proposals received late will not be opened or given any consideration for the proposed services.** It is the responsibility of the Respondent to ensure that the proposal is received at the specified address by the specified deadline noted in this RFP. All proposals will be date and time stamped upon receipt. The County will not be responsible for late or incomplete responses due to mistakes or delays of the Respondent or carrier used by the Respondent or weather delays.
- 2.02 Please read this entire RFP and all enclosures before preparing your Proposal. Respondents should seek clarification of any requirements that they do not fully understand. Misunderstandings resulting in an improper response will not be considered a valid reason to fail to supply all features indicated to exist by the Respondents. Respondents should address any issue or question via email by **June 21, 2018 at 5pm** to Sam Lin, Manager of County of San Mateo Project Development Unit at slin@smcgov.org, and Catherine Chan, Project Manager, at c_cchan3@smcgov.org. Responses to submitted questions will be posted on the San Mateo County Project

Development Unit webpage by **June 27, 2017**. **Do not contact County staff or its consultants.**

- 2.03** Shortlisted firms are required to attend a **Mandatory Pre-Proposal Conference at PDU Office at 1402 Maple Street, Redwood City, CA on June 25, 2018 at 1:30pm**. At least one (1) representative from your team is required to attend this meeting. Team(s) that do not attend and sign-in at this meeting will not be allowed to submit a proposal for this Project.
- 2.04** Updates to this RFP will be posted on the PDU project website at <https://cmo.smcgov.org/south-san-francisco-health-campus-documents>. Respondents should check this regularly to make sure all notifications including addendum/addenda are read promptly.
- 2.05** Respondents should address every item listed in this RFP even if the item was previously addressed in the other sections of the Proposal. Brevity and clarity are of the utmost importance. Responses that are comprised of standard marketing materials that do not specifically address the items below will not be evaluated; however, Respondents may elect to include eleven (11) bound copies of their marketing materials, as long as they are not permanently attached to the RFP. Responses that do not comply with all applicable requirements will not be considered.
- 2.06** All proposals shall be firm offers, and will so be considered by the County, although the County reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.
- 2.07** The responses to this RFP should be bound and printed vertically (“portrait” orientation) on standard 8 ½” by 11” papers. The responses should not exceed **30 pages printed single sided** (excluding covers/tabs without proposal content, resumes, financial and bonding information, and any marketing materials) but will preferably be much shorter. Font size should be no smaller than 10-point, but preferably larger. The top of page one of the response should state the Respondent’s name, address, phone number, fax number, e-mail address, and contact name. Cover letter is optional.
- 2.08** Only one (1) original set of documents for the financial and bonding where required by this RFP.

PART 3 – COUNTY’S BACKGROUND FOR THIS STRUCTURE

- 3.01** The County of San Mateo Project Development Unit (PDU) will be the office providing project management services for this Project.
- 3.02** The County of San Mateo South San Francisco Campus Project is being constructed with the following goals in mind:
1. To potentially provide medical services including but not limited to primary care, specialty care clinics, dental and optometry services, provided in a Federally Qualified Health Center (FQHC), as well as Behavioral Health and Recovery

Services (BHRS), Healthcare Coverage Unit (HCU), Women, Infants & Children (WIC), and Aging and Adult Services (AAS).

2. To provide Parking for the visitors utilizing the facility and for staff working on the Campus.

PART 4 – PROJECT DESCRIPTION

- 4.01** The Project will be constructed on a 9.7 acre parcel located at 1050 Mission Road in South San Francisco; this parcel is currently occupied by the North County Municipal Courts, Probation Departments, and vacated North Court Jail. The newly proposed building is intended to be approximately 45,000 gross square feet with preferably surface parking to provide adequate accommodations for the staff and visitors. The Project will accommodate the functions/operations affiliated with the following:
- San Mateo Medical Center
 - Behavioral Health and Recovery Services (BHRS)
 - Healthcare Coverage Unit (HCU) and Women, Infants & Children (WIC)
 - Aging and Adult Services (AAS)
- 4.02** The County of San Mateo Project Development Unit is seeking responses from qualified architectural firms who have demonstrated the ability to successfully design, engineer and provide construction administration during all phases of this Project that reflect the requirements and guidelines of the California Administrative Code Title 24 and other applicable local and state codes, zoning regulations and ordinances.
- 4.03** The Architect of this Project shall be responsible to coordinate the site layout effectively with both the vehicular and pedestrian traffic.
- 4.04** The County plans to use “Construction Manager at-Risk” (CM at-Risk) delivery method for this Project.
- 4.05** The selected Architect will be asked to provide architectural and engineering services including civil, structural, mechanical, electrical, plumbing, fire protection, physical and electronic security systems and other authorized specialty services (such as acoustical, audiovisual, landscape design, cost estimation, etc.) as appropriate for the pre-design, design and construction administration phases of the Project. Geotechnical engineering will be hired directly by the County.
- 4.06** The Basic Services of the selected Respondent will be based on the functions/operations noted in 4.01 above and the following:
1. Concept Program Reference - Conceptual program (Alternative Scheme 2, originally 32,200 GSF) provided in the Scoping Study Report dated 2/21/2017 prepared by Dreyfuss + Blackford Architecture (Download at <https://goo.gl/xQRjsS>)
 2. Concept Site Layout Reference - North County Courthouse Master Plan (Option 6, utilizing Site 2 and Site 4 as indicated within red outlined area) prepared by Van Meter Williams Pollack dated 3/14/18. (Download at <https://goo.gl/Wp9fcR>)
- 4.07** Scope of Services includes reviewing existing site conditions, interviewing relevant personnel, reviewing projected lists of furniture, and materials prepared by County or County’s representatives, attending meetings and taking other actions as necessary to establish the scope of the Project as dictated by the County’s needs.

- 4.08 This Project is to be designed, documented and delivered using Building Information Modeling (BIM) to support multi-disciplinary coordination, design visualization, 3D presentations, model walk-through, and other uses as appropriate to collaborate with the selected CMR to develop the GMP. The Level of Development (LOD) Specification will be collaboratively developed with the Owner's team and selected CMR.
- 4.09 This Project is targeted for Zero Net Energy design and LEED certification. Consideration shall be made in the design on the location for site renewable resources.
- 4.10 For planning and costing purposes, the anticipated start of design will commence immediately after contract approval and target for moving in around late 2020.

PART 5 – OUTLINE OF SCOPE OF WORK

Part 5 sets forth a detailed scope of services required for the Project. The detail of the services required for the Architectural Contract is contained in Appendix A of the draft Professional Services Agreement attached hereto as Exhibit B. Your proposal should take that into consideration and address the full scope of services as set forth in Appendix A to Exhibit B. To the extent there are conflicts between this Part 5 and Appendix A to Exhibit B, such conflicts will be resolved during the negotiation of the Professional Services Agreement with the selected firm.

5.01 Research, Concept Design and Programming:

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.

A. Research

- 1) Identify high level vision, goals, and objectives for the Project by conducting visioning/programming workshop(s) and interviews with users/stakeholders.
- 2) Identify and document space and program needs to support efficient operations.
- 3) Define strategies and available/required research to support these requirements.
- 4) Organize, coordinate, attend and document one (1) tour with key members of your design 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.

B. Concept Design and Programming Phase

- 1) The Architect shall review and utilize any relevant existing information available in all work performed, except that, the Architect shall be responsible for verifying any information prior to using it. The Architect shall prepare and present conceptual design to demonstrate understanding of the conceptual program and propose ideas and options about appropriate design solutions.
- 2) The Architect shall coordinate and document square footage requirements of the spaces for the functions and program elements. At the conclusion of this phase,

the Architect shall submit several conceptual plans and architectural program to the County of San Mateo Project Development Unit to review, select, and approve as the base for moving forward into Schematic Design. The Architect shall also submit a letter of concurrence and/or acceptance of the current and/or revised program.

- 3) The Architect shall develop and utilize space adjacency diagrams to demonstrate the relationship between spaces. The Architect shall develop and review the program thoroughly and recommend appropriate adjustments. Updates to the program shall be clearly documented tracking where changes are made and submitted to the County of San Mateo Project Development Unit for final approval.
- 4) The Architect shall compile a preliminary list of specialized equipment and furnishings. The list shall delineate the needs and objectives of the security control, surveillance and communications as well as other systems.
- 5) The Architect shall furnish all program verification information and preliminary list of specialized equipment and furnishings to the County of San Mateo Project Development Unit for preparation of a detailed Project budget.

C. Phasing, Demolition and Grading Plans

The Phasing, Demolition and Grading package will include:

- 1) Site Plan clearly delineating the area of Work, phasing strategy and demolition extent if applicable.
- 2) Demolition and Grading plans with a statement of work clearly specifying the scope of Work included to ensure continuous undisturbed operation of the facilities at the Project Campus during the entire project duration, and the timing and sequence for the demolition of the existing building.
- 3) Integration of site remediation plans and specifications prepared with the Owner's environmental consultant.

In addition, the Architect will be responsible to coordinate and submit all required documents for the initial grading permit to the Authorities Having Jurisdiction as well as the following:

- 1) Completion of the permit application form and obtaining permit approval with County Planning and Building, Environmental Health & Safety, Public Works, City of South San Francisco Fire, and any other applicable agencies as required.
- 2) Coordination of the remediation, demolition and grading plans with the structural plans/details and Geotechnical report recommendations.
- 3) Evaluation and recommendation for the demolition and grading subcontractor bids.

5.02 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. The 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 CMR will be selected during early design. The Architect shall assist in the procurement process. Upon selection of the CMR, the Architect shall organize in collaboration with the Owner and CMR 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 3D model in BIM showing the building shells and associated functional components to enable use and coordination by the CMR. 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 patrons, 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 Architect shall coordinate with the CMR to develop a preliminary cost model based on the schematic design for pre-construction reviews.

A. BIM Project Execution Planning

The Architect shall work with the selected CMR to develop an integrated 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 the Architect and their sub-consultants as well as the selected CMR and their sub-contractors, shall all utilize BIM for design, documentation and delivery of this Project.

B. Mechanical Electrical Plumbing (MEP) Engineering Design

The MEP engineers on the team shall develop a complete integral design to achieve Zero Net Energy and LEED certification as required on the Project, including but not limited to the HVAC, electrical, domestic plumbing, sanitary sewer, roof drainage, natural gas, and fire protection systems. The County may elect to use design-assist for selected systems, to be collaboratively determined with the Owner, Architect and CMR to achieve the best value.

The MEP engineers will coordinate heating, cooling and lighting loads incorporating high efficiency energy measures and taking into consideration the exterior skin design and

orientation during the design. The MEP engineers shall, where possible, design for automated controls to minimize the aggregate sum of the energy required to heat, cool and illuminate the building, and investigate the potential of taking advantage of natural ventilation and automatic dimming of electric lighting based upon the amount of available daylight.

The MEP engineers shall also be responsible for coordinating with the subcontractors for utility service connections including PG&E, AT&T, Comcast, and other building services.

C. 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.

D. Acoustics

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

E. Security

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

F. Other Schematic Design Tasks

- 1) Organize in collaboration with the Owner and CMR 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.
- 2) Assist and support the County with the CEQA process as required.
- 3) Coordinate/lead design presentations to Board of Supervisors, user groups and the public as required.
- 4) Gather, coordinate site information needed to support the design e.g. soil condition, topography, flood plains, utilities, etc. Resolve site issues pertaining thereto.
- 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.

- 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.
- 7) Research and develop strategy for Zero Net Energy, LEED and any other applicable energy-saving programs (e.g. PG&E Savings by Design, photovoltaic rebate, etc.) Assist the County to register the Project for LEED certification and applicable programs.
- 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.

5.03 Design Development Phase

The Architect shall work closely with the MEP engineers and the Project Development Unit to provide detailed Design Development documents as required to modify and describe the size and character of the entire Project as to civil, landscape, architectural, structural, mechanical, plumbing, electrical, fire sprinkler, fire alarm and other applicable building systems, materials, and other such elements as may be appropriate to establish the exact character for the final design. At the end of this phase, at a minimum the following should be finalized and defined:

- 1) Fully coordinate integration of BIM design between disciplines (Structural, MEP, Fire Sprinkler, Landscape) and include designated space allocations for building services such as fire alarm, IT, AV, Security; model and coordinate with architectural spaces and reflected ceiling plans. Clash detection should be regularly performed and resolved for multi-disciplinary coordination.
- 2) Final floor plans indicating wall types (to establish materials, fire rating, full/ceiling heights and acoustical rating, etc.), exterior and interior elevations (to show openings, doors and glazing systems, etc.), wall and building sections, and construction details.
- 3) Interior Space/Furniture Plan, including fixed and loose furniture systems design and specifications.
- 4) Building sections and exterior wall sections developed indicating exterior materials and glazing systems.
- 5) Roof plan indicating any roof screen and/or space for rooftop equipment, pads and maintenance walkway.
- 6) Schedule of doors, frames, windows and hardware developed and clearly indicated on plans.
- 7) Detailed sketches for the design of custom features and schedule of finishes for all spaces throughout.

- 8) Reflected ceiling plans (RCP) with ceiling materials defined and lighting design complete.
- 9) Integration of and with HVAC, Mechanical, Plumbing, Electrical, Fire Protection, AV/Phone and Security Systems.
- 10) Structural drawings illustrating the general design of the structure including framing, foundation, lateral support concept, and any special area treatments and feature designs.
- 11) Site and civil plans indicating grading/drainage, site utilities, hardscape, landscape and landscape furniture coordinated with the building, parking and access requirements.
- 12) Landscape and irrigation plans coordinated with civil finish grades and drainage, planting and ground cover coordinated with building and site furnishings.
- 13) Landscape paving and layout plans.
- 14) All equipment plans.
- 15) Lighting photometric.
- 16) An outline specification including information from all the sub-consultants.
- 17) Develop security concept package with cut sheets to include doors, locks, windows, glazing, cameras, lights, public address, alarms, communications, monitoring, card reader, and equipment.
- 18) Assist in selection of materials appropriate for the functions of the spaces.

Coordinate the design documentation including the following:

- 1) Mechanical zoning plan and volumes.
- 2) Mechanical equipment schedules and system diagrams.
- 3) Mechanical plan including equipment, duct and wet piping distribution.
- 4) Detailed mechanical plans for IDF/MDF rooms and other MEP spaces.
- 5) Electrical single line diagram including site generated electricity.
- 6) Electrical lighting plans and schedule coordinated with architectural RCP.
- 7) Electrical floor and roof plan with data outlets coordinated with all planned equipment. To include but not limited to; equipment location, electrical service, AV equipment and electrical connections, IDF/MDF services. All shall be coordinated with the County's internal user groups. This should also coordinate with mechanical and plumbing systems equipment and with points

of connection and power requirements.

- 8) Electrical enlarged plans for electrical rooms, IDF/MDF room.
- 9) Electrical site plan showing locations of PG&E transformers, site lighting and connections.
- 10) Plumbing equipment schedule and system diagrams.
- 11) Plumbing plans coordinated with architectural floor plans, civil plans, and any other requirements.
- 12) Fire sprinkler plans coordinated with architectural floor plans, civil plans and any other requirements. Equipment schedules and system diagrams shall also be provided.
- 13) Multi-disciplinary implementation strategy for Zero Net Energy, LEED and any other applicable energy-saving programs (e.g. PG&E Savings by Design, photovoltaic rebate, etc.) based on findings from Schematic Design.

In addition to regular project coordination meetings, include meetings to review finishes and custom features in proposal.

One presentation will be required at the end of this process so the Project Development Team can review and approve the ultimate and final design in one complete package.

Throughout the design process the Architect shall work closely with the CMR and Project Development Unit to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed.

5.04 Construction Documentation, Permitting and Bidding Phase

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

A. Construction Documentation and GMP Package

The Architect shall prepare Construction Documents as required to obtain required permits 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 modeling shall be completely coordinated to support the shop fabrication of all relevant components for the building in order to maximize the efficiency of the construction process and to save both time and money while maintaining the highest quality.

Construction Documentation will include minimally:

- 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.
- 2) Enlarged plans, sections and details for specialized areas such as patient areas, bathrooms, maintenance/storage rooms, IDF/MDF rooms, etc.
- 3) Interior elevations as required to describe the design of specific design features and highly coordinated areas.
- 4) Exterior wall and building sections including intersection details.
- 5) Detailed design drawings to be used as reference in the fabrication and/or installation of interior finish or equipment.
- 6) Fully coordinated schedules for finishes, doors, hardware and windows.
- 7) Fully coordinated and detailed furniture and equipment plans and schedules. Coordinate and advise on lead times as required to meet the Project schedule.
- 8) Finish plans with symbols, legends and schedule of finishes showing locations of color and materials utilized throughout the space.
- 9) Fully coordinated and detailed structural drawings and calculations.
- 10) Fully coordinated Mechanical, Electrical, Plumbing and Fire Protection Drawings and calculations.
- 11) Fully coordinated and detailed Civil drawings clearly indicating the phasing of construction and demolition.
- 12) Fully coordinated and detailed landscape/hardscape and parking plans.
- 13) Specifications manuals for the above, including installation, performance and warranty requirements.
- 14) Other details and specifications as required.
- 15) Power and communication plans showing the types and locations of electrical, data, telecommunications outlets and AV equipment. This should be coordinated with the services engineers who will provide the specifications of each piece of equipment.
- 16) Coordination of IT, AV, Security, and Furniture requirements.
- 17) Coordination with all Design Documents including assembling sets for printing.
- 18) Coordination of design submission materials for LEED as required by USGBC.

The Architect will coordinate with the Owner, Engineering sub-consultants and other Consultants during the course of the Project, including, but not limited to the listing below. The Architect will 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 County of San Mateo, Department of Public Works

The Architect and their sub-consultants will prepare, for submission to the Project Development Unit for the purpose of design review and concurrence at the required stages of the Project. Full complement of documentation will also be provided for the development applications for plan check by appropriate governmental agencies/planning advisor etc. The Architect will respond to inquiries from governmental agencies during the permit process if required, and incorporate all applicable comments into their design expeditiously.

Throughout the design process the Architect shall work closely with the Project Development Unit to evaluate budget, quality, potential schedule impacts and any other schedule recovery efforts are needed. If the cost estimate exceeds the budget, the Architect shall work diligently with the CMR to update the design to meet the established budget.

The Architect shall produce a “GMP Package” at tentatively 80% milestone construction documents in the project schedule to be directed by the County and coordinated with the CMR to support the establishment of a Guaranteed Maximum Price (GMP) for the Project. This “GMP 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 CMR and the Owner’s separately and directly contracted cost estimator. The Architect shall review the detailed cost estimates, collaborate with the CMR and the Owner, and make design adjustments as necessary, to establish a GMP before the CMR can proceed to bidding.

B. Permitting and Bidding

The Architect will manage and coordinate the collection and distribution of all Contract Documents (including Engineering Documents) to the designated Permitting Authority. The Architect will work closely with the Project Development Unit and the CMR to ensure an agreed bidding support process to maintain the ability to achieve all project milestones in a timely manner and without delay.

C. Other Tasks During This Phase:

- 1) Develop a signage and wayfinding program and associated bidding documents.

- 2) Develop interior/exterior color palette.
- 3) Provide and incorporate final recommendations from acoustical consultant.
- 4) Develop a cost estimate of the design independent of the CMR, if directed by the County, and compare it with the cost estimate provided by the CMR as a peer review checks and balances process.
- 5) Support the establishment of the GMP with the CMR.
- 6) Review bids for the CMR and the subcontractors. Make recommendations to the County in writing for each bid.
- 7) All corrections and revisions to drawings as a result of permitting and plan check reviews must be included in the documents by the Architect prior to the County signing the applicable construction contracts.

5.05 Construction Administrative Services

During construction, the Architect will provide services for and actively participate at the project site for the following:

- 1) The 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.
- 2) Review of submittals and shop drawings to verify conformance with design intent, finish specifications, and all manufacturers' details.
- 3) Responses to the General Contractor's Requests for Information (RFIs) and preparation of documentation for changes, clarifications, and interpretations to the Construction Documents as required.
- 4) Submission of design documents required for LEED and coordination with CMR on construction submittal requirements for LEED.
- 5) Review of CMR's applications for payment.
- 6) Final review and approval of all construction as it relates to the intent of the Architectural Contract documents.
- 7) Management of the Project punch list process and documentation of the construction punch list in coordination with the County and its consultants.
- 8) Coordination required for the collection of design changes and as-built conditions for incorporation into the final record documents, inclusive of building signage. Record documentation must be provided to the Project Development Unit in the following formats:

- BIM – Source files in their native formats (e.g. Revit, Navisworks, etc.)
- AutoCAD
- PDF
- Original source files in other native electronic formats (e.g. Excel, Word, PowerPoint, etc.)
- Hardcopies – Three (3) sets of full-size paper drawings (24"x36" or 30"x42")

A. Meeting Attendance

The County of San Mateo expects attendance by the Architect throughout the Project's construction duration at the following meetings at a minimum:

- 1) Weekly Design Coordination Meeting between all members of the design team.
- 2) Weekly Owner/Contractor/Architect Meeting during each phase of the Project.
- 3) Any special coordination or change order meetings to resolve project challenges.

B. Document Distribution

The Architect shall be responsible for the printing and distribution of all copies of drawings and documentation required by Project Development Unit. Provide a budget allowance for reproduction with your fee proposal, assuming 10 copies for each major submission.

C. Transition Phase

- 1) During the Transition Phase, the Architect will need to be available in person or via telephone to answer questions by the Transition Team related to drawings and other documents.
- 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) Architect shall coordinate with the County on the expected response times during the warranty period. No proprietary software can be used for deliverable.

PART 6 PROPOSAL REQUIREMENTS

The proposal shall consist of the following sections presented in the following sequence:

6.01 Company Information and Qualifications

- A. State any changes to your company since the date of your Statement of Qualifications (“SOQ”) such as ownership, staff size, any significant legal actions pending against the company.
- B. Provide any clarifications to your SOQ to better describe your team’s ability to meet the requirements of the program.

6.02 Proposed Project Team Qualifications and Availability

- A. If not previously included in your SOQ, attach the resumes of the designated project team that is committed to the effort for the duration of the Project; include a list of projects similar in scope to this Project. Provide a clear understanding of the following:
 - 1) Role and time commitment (% availability) of each team member
 - 2) Each team members’ current and projected work on other projects
 - 3) Detail on project approach
 - 4) Who will attend each meeting and the associated agenda
 - 5) How they insure user team input
 - 6) Projected project schedule
 - 7) If joint venture, clear understanding of each teams’ roles and the prime Architect
 - 8) Who will be performing what work they are responsible for and where this work will be performed.
- B. Identify clearly the team member’s name who will be designated as the proposed Architect of Record (AOR) for the Project. If the proposed AOR is not the proposed Project Architect, please describe the permit documentation process to ensure compliance to all applicable code and project requirements.
- C. Although engineers and other consultants’ costs are not a mandatory part of this RFP, provide a budget for the types of engineers and sub-consultants you anticipate will be required to complete the Project. Note that the Geotechnical engineer and Environmental consultants will be hired separately directly by the County.
- D. Present written assurances that if awarded the Project, the proposed team will be assigned for the entire duration of the Project.
- E. If different than noted in your RFSOQ submittal, describe the proposed organizational and reporting structure of your team for this Project.

6.03 Project Approach

- A. Elaborate on the information provided in the response to the previous RFSOQ to describe your architectural firm's design philosophy and how it relates to the County and this Project.
- B. Describe your methodology for completing this Project including coordination with project stakeholders and the selected CMR. Indicate the number of meetings with Project Development Unit and other consultants for each phase of the Project and the tasks/goals to be accomplished at each meeting. Specifically state who from your firm will attend each meeting and what their roles are.
- D. Where more than one firm is proposed, explain your contractual relationship and each firm's specific responsibilities during each phase of the Project.
- E. Within each firm, clearly state the responsibilities of each individual proposed for each phase of the Project.
- F. Propose an overall Project schedule including each milestones and proposed review turnaround times.
- G. Describe your approach for designing a flexible state-of-the-art healthcare facility and workplace environment. Elaborate on how to create a holistic design that connects the various site elements and is responsive to the unique site context in the South San Francisco (SSF) Campus (e.g. various ages of surrounding buildings, pedestrian walkways, and public spaces) and represents effectively the goals of the County.
- H. Describe your proposed strategy for the phasing of this Project including measures to ensure continuous undisturbed operation of the facilities at the SSF Campus during the entire project duration.
- I. Describe your strategy to create workplace environments to serve the County's and its Constituents' needs for the next 50 plus years. Discuss also the latest use of technology in workplace design.
- J. Describe your firm's approach to determining the most efficient and cost effective structural and MEP systems for the Project. Identify your experience with various types of structural and MEP systems. Identify any unique opportunities for this Project related to these systems.
- K. Describe your approach to ensuring that the design incorporates sound Zero Net Energy principles and LEED requirements. Explain how the design can optimize the County's goals and objectives while minimizing operational costs to meet or exceed the stated energy goal.
- L. Describe your specific approach to coordinating with the CMR to take full advantage of the CM at-Risk project delivery method and to develop an accurate GMP that meets or exceeds the Project budget. Provide a list of anticipated meetings, including frequency of meetings by phase.

- M. Explain how you will coordinate with relevant and local agencies during the design and construction phase to ensure timely approvals.

6.04 Compensation

Propose your fee by attaching the requirements stated below to Exhibit A in Part 15 of the RFP. Please include the Architectural Fee Matrix using the template provided in Microsoft Excel (download at <https://bit.ly/2JF72dl>) and in accordance with the following directions:

- A. Your fee should be broken out by the phases described in the Scope of Work. Propose your fee on a Lump Sum basis, broken out by project phase.
- B. Identify reimbursable expenses that will be charged to the Project. Include an allowance for a physical model of presentational quality and at scale appropriate for public display. Provide an estimate in the line items provided in Attachment of what you believe these expenses should be for the Project.
- C. Provide lump sum fees, by phases described in the Scope of Work, for any sub-consultants you would propose to include with your team. Follow the same format as shown in the Architect Fee Matrix for each sub-consultant. Also include mark-ups on sub-consultants, if applicable. Note that the County may elect to initiate a separate procurement process in collaboration with the Architect to select certain or all sub-consultants.
- D. Although engineers and other consultants' costs are not a mandatory part of this RFP, provide a budget for the types of engineers and sub-consultants you anticipate will be required to complete the Project. Note that the Geotechnical engineer and Environmental consultants will be hired separately directly by the County.
- E. Include hourly rates for all personnel.
- F. Identify any additional fee(s) associated with BIM production and list the itemized costs if any.
- G. Confirm if your fee will change if the owner elects to use design-assist for certain trades.

6.05 Acceptance of the County's Professional Services Agreement

A draft of the County's Professional Services Agreement is attached to Part 15 of this RFP as Exhibit B. Respondents are instructed to include exceptions (if any) to the County's Draft Professional Services Agreement with specific alternate language in the form of redlines to Attachment 1. If no exceptions are stated, the County will assume the Respondent is prepared to sign the County contract as-is. The County reserves the right to modify the draft agreement during the negotiations with the selected firm and is not bound to the terms set forth in the draft agreement.

Each proposal must include a statement of the Respondent's commitment and ability to comply with each of the terms of the following:

- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.
- B. Respondents shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Respondents' personnel policies shall be made available to County upon request.
- C. Respondents shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Respondents shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.
- D. Respondents must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such Respondents are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The County jury duty ordinance.

In addition, the Respondent should include a statement that it will agree to have any disputes regarding any Agreement venued in the County of San Mateo. Also include a statement indicating your ability to obtain liability insurance of a minimum of \$2,000,000 for comprehensive general liability, and a minimum of \$1,000,000 for motor vehicle and professional liabilities, and full statutory coverage for worker's compensation.

PART 7 – KEY SELECTION CRITERIA

7.01 The evaluation by the Selection Committee will be based on the criteria listed below.

- A. **Completeness of Response Submission** – RFP responses should describe comprehensive architectural and construction administration services proposed and should respond to each of the items set forth in the RFP and adherence to the formatting rules.
- B. **Personnel Experience and Qualification** – Evaluation of the list of personnel specifically assigned to the Project as stated in their previous RFSOQ submittal, including their qualifications, overall experience, and recent experience on projects of a similar nature and complexity to the Project. Relevant design expertise to address program requirements and design experience on medical/office buildings in highly dense urban environment similar to this Project are crucial.

- C. **Depth and Quality of Respondent's Performance** – Review of past performance and demonstration of creativity on projects in San Mateo County, the Bay Area or other locations of similar nature and complexity as the Project; evaluation of client references whether included in the proposal response or not; overall responsiveness to County's needs.
- D. **Technical / Management Approach** – Evaluation of the Respondent's overall ability to interface and coordinate with the County's various user groups throughout conceptual design, schematic design, and design development, coupled with the technical expertise to program and design a project responsive to the County's current and future needs. The demonstrated ability of the Respondent to provide a sound, efficient design approach for a Health Systems building on a diverse, established Campus site; establishment of GMP to meet/exceed budget, and cost-effective design are also key considerations.
- E. **Availability** – Evaluation of the workload of Respondent's team and the staffing to be assigned to the Project from the various office locations.
- F. **Financial Stability** – Evaluation of the overall financial position of Respondent as determined from financial information required by the RFSOQ or from other independent sources.

The County may consider any other criteria it deems relevant, and the Selection Committee is free to make any recommendations it deems to be in the best interest of the County.

PART 8 – REVIEW AND SELECTION PROCESS

8.01 Review of Proposals

- A. The County will evaluate the information based on materials submitted in response to this RFP. All shortlisted Architects shall submit information in response to this RFP based on the requested information as specified.
- B. Respondents should prepare their response according to the RFP format, i.e., by section and paragraph of this RFP. The County reserves the right to reject any response to this RFP not submitted within the required timeframe; reject any incomplete RFP submitted; contact client references; require further information; and/or require interviews with any Respondent. All costs related to the preparation, submittal, and/or presentation of this RFP are the responsibility of the Respondent and will not be assumed in full or in part by the County.
- C. Proposals shall be used to determine the applicant's capability of rendering the services to be provided and the associated costs for the services. By submitting a proposal, each Respondent certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The County reserves the sole right to evaluate the content of the proposals submitted in response to this RFP and to select a successful Respondent, or none at all.

- D. The County reserves the right to waive any requirements of this RFP when it is determined that waiving a requirement is in the best interest of the County.
- E. The County will evaluate proposals based on each Respondent's written submission only. Evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated by the County in this RFP. The Evaluation Committee will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the County's best interest. You may submit additional materials or reference online information in your proposal if you wish, but these may not be considered during the proposal evaluation process.
- F. If errors are found in a proposal, the County may reject the proposal. However, the County may, in its sole discretion, correct arithmetic and/or transposition errors or contact a Respondent for clarification. The Respondent will be informed of the errors and corrections.
- G. The County reserves the right to accept other than the lowest costs submitted and to negotiate with a Respondent on a fair and equal basis when the best interests of the County are served by doing so.

8.02 Interview

The Selection Committee appointed by the Project Development Unit will conduct interviews for a minimum of three (3) Respondents on the dates noted in the schedule in Part 14. Interview format and details will be provided at a later time. The Selection Committee will notify Respondents of the results of the evaluation by telephone, mail or email to the designated contact person.

PART 9 – APPEAL OF DECISION

Unsuccessful Respondents/firms shall have five (5) business days from the delivery of County's letter of rejection to submit a written appeal, addressed directly to the Director of the Project Development Unit at the address below. Appeals received after the deadline will not be accepted. The written appeal should specifically address any perceived irregularities in the process and/or the RFP review committee's recommendation. The committee will review the written appeal, and to present to the County the reason for the committee's recommendations. An appeal that merely addresses a single aspect of the selected proposal, e.g., comparing the cost of the selected proposal in relation to the non-selected proposal, is not sufficient to support an appeal. A successful appeal will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

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

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

PART 10 – CONFIDENTIALITY OF PROPOSALS

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

Any contract that eventually arises from this RFP is a public record in its entirety, as is all information submitted in response to this RFP except as outlined in this Section. Failure to comply with the procedures in this Section constitutes a waiver by the submitting party of any claim that the information is protected from disclosure.

If you submit information you claim is protected from disclosure as a trade secret or on any other basis, you must do **all** of the following:

- (i) Identify each page of such material as "CONFIDENTIAL";
- (ii) Place all such pages in a separate tab in the appropriate section of your submission as listed in Section V.C, below; and
- (iii) **Submit with your proposal a proposed non-disclosure agreement for review.**

For example, if your response contains confidential materials in Tabs 5 and 6, you should include separate tabs labeled "Tab 5-CONFIDENTIAL" and "Tab 6-CONFIDENTIAL" in the appropriate sections of your submission, and each page within those tabs must have the label "CONFIDENTIAL" on it. In this way you must segregate such materials in relation to each tab. You must also submit a proposed non-disclosure agreement.

Over-designation of materials as confidential, such as designating every page of a submission, may result in rejection of the entire proposal at the County's sole discretion. Failure to designate a portion of your submission as confidential means that you consent to that portion's release by the County if requested under the Public Records Act without further notice to you and that you will indemnify and hold harmless the County for release of such information.

The County of San Mateo does not represent or guarantee that any information submitted in response to this RFP will be kept confidential. If the County receives a request for any portion of a document submitted in response to this RFP that complies with the procedures in this Section, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal but will notify the party that marked the pages/information "CONFIDENTIAL." It is the responsibility of the person or entity submitting the proposal to assert any applicable privileges or reasons why the portion of the document so marked should not be produced. If material is designated as confidential, the County will attempt in a timely manner to inform the person or entity that submitted such material of the public records request in order to permit the person or entity to assert any applicable privileges.

To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents and employees retain the discretion to release or withhold disclosure of any information submitted in response to this RFP. **Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a Respondent's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.**

PART 11 – GENERAL CONDITIONS

- 11.01** The RFP responses should be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the RFP response meets the County's requirements. To this end, each RFP response should be as specific, detailed, and complete as to clearly and fully demonstrate that the Respondent has a thorough understanding of and has demonstrated knowledge of the requirements to perform the work (or applicable portion thereof). The Respondent and each of its members must verify the RFP response under oath by including the following statement on page one of the proposal that "I declare under penalty of perjury under the laws of the State of California, that all information submitted under this proposal is true and correct."
- 11.02** Respondent should acknowledge the receipt of all published Addendum or Addenda by listing them on page one of the Proposal indicating the understanding and acceptance of the changes noted therein.
- 11.03** The submission of a response to this RFP does not commit County to award a contract for the Project, to pay costs incurred in the preparation of responses to this RFP or to procure or contract for any services. Costs for preparing responses to this RFP will be paid entirely by the Respondents.
- 11.04** County reserves the right to interpret or change any provision of this RFP at any time prior to the RFP submission date. Such interpretations or changes shall be in the form of addenda to this RFP and posted on the County's Office webpage. County, in its sole discretion, may determine that a time extension is required for submission of responses to this RFP, in which case such addenda shall indicate a new RFP submission deadline. County reserves the right to waive inconsequential deviations from stated requirements.
- 11.05** County retains the right to reject any and all responses to this RFP, to contract work with whomever and in whatever manner the County decides, or to abandon the work entirely. County shall make final decisions regarding a Respondent's qualifications as of proposal day. All decisions concerning Respondent selection shall be made in County's best interests.
- 11.06** This RFP constitutes part of each proposal and includes the explanation of the County's needs, which must be met.
- 11.07** This RFP and all materials submitted in response to this RFP will become the property of the County.
- 11.08** Alteration of Terms and Clarifications: It is mutually understood and agreed that no alteration or variation of the terms of this RFP shall be valid unless made or confirmed in writing and signed by the County and Respondent selected, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between said parties hereto, shall be binding.
- 11.09** If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Respondent shall immediately notify the County of such error in writing

and request modification or clarification of the document. Modifications to the RFP will be made by addenda as outlined above.

- 11.10** Clarifications will be sent by email to all parties. Each Respondent must provide the County with electronic contact information in response to this RFP.
- 11.11** If a Respondent fails to notify the County of an error in the RFP prior to the date fixed for submission, the Respondent shall submit a response at his/her own risk, and if the Respondent enters into a contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.
- 11.12** Should Respondent realize during the review process that there has been a substantive error or omission in its submittal, which does not alter basic services and has not already resulted in disqualification from participating in the RFP process for other reasons, said Respondent is invited to submit to the Project Executive a written request and explanation of Respondent's desire to correct its submittal. It shall be at the sole discretion of the County's selection committee to decide whether to grant Respondent's request to correct its RFP submittal.
- 11.13** Contact with County/Project Development Unit Employees. As of the issuance date of this RFP and continuing until the final date for submission of proposals, all Respondents are specifically directed not to hold meetings, conferences, or technical discussions with any County or Project Development Unit employee (or their agents or representatives), for purposes of responding to this RFP except as otherwise permitted by this RFP. Any Respondent found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

PART 12 – NEGOTIATION OF CONTRACT

Once a Respondent is selected, the agreement with that firm must still be negotiated and submitted to the County Project Management Unit and/or County of San Mateo Board of Supervisors for approval, and there is no contractual agreement between the selected firm unless and until the Board of Supervisors or its designee, as applicable, accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County management by way of an agreement does not constitute an offer, and Respondents acknowledge by submission of a proposal that no agreement is final unless and until approved by the County Manager or the Board of Supervisors, as applicable. Should the selected firm not, in the County's determination, be prepared to negotiate in good faith; or should the selected firm not be able to meet the County's contractual terms and conditions which the County believes to be essential to a successful contract, the County reserves the right to terminate contract negotiations and begin contract negotiations with one or more than one of the remaining Respondents.

PART 13 – PROJECT MANAGEMENT TEAM

All written inquiries and requests for additional information pertaining to this RFP, any addendum, or any matter relating to the architect selection process, must, unless otherwise identified in an addendum, be directed to the following designated contact:

Sam Lin, Manager
County of San Mateo Project Development Unit
1402 Maple Street
Redwood City, CA 94063
Email: slin@smcgov.org

PART 14 – ANTICIPATED SCHEDULE OF EVENTS FOR RFP PROCESS

Request for Proposals sent to pre-qualified Respondents	June 15, 2018
Questions via email due: 5:00 pm	June 21, 2018
Mandatory Pre-proposal Conference at 1:30pm	June 25, 2018
Responses to Questions posted to website	June 27, 2018
Scope of services and fee proposal due: 2:30 pm	July 19, 2018
Shortlist for interview	July 26, 2018
Interviews of shortlisted Respondents	August 1 - 2, 2018
Selection Committee publishes final selection	August 3, 2018
Board of Supervisors approve Contract	September 4, 2018

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

PART 15 - ENCLOSURES

- Exhibit A – Fee Matrix
- Exhibit B – Sample Professional Services Agreement
- Attachment I – Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended
- Attachment IP – Intellectual Property Rights

Exhibit A

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

PLEASE FOLLOW THE INSTRUCTIONS AS REQUIRED IN PART 6, SECTION 6.04 OF THIS RFP. PLEASE ATTACH ARCHITECT'S FEE MATRIX IN AN EXCEL FORMAT TO THIS DOCUMENT (download at <https://bit.ly/2JF72dl>).

Company Name	Project Role/Discipline	Proposed Fee per Phase <small>(See PART 5 OUTLINE OF SCOPE OF WORK for detailed description)</small>				Sub-Total Fee
		Concept/ Programming	SD	DD	CD/Permit/ Bidding	
	Architecture	\$0	\$0	\$0	\$0	\$0
Proposed Sub-consultants:						
<small>(Note that the County may elect to initiate a separate procurement process in collaboration with the Architect to select certain or all sub-consultants.)</small>						
	Interior Design	\$0	\$0	\$0	\$0	\$0
	Landscape Architecture	\$0	\$0	\$0	\$0	\$0
	Civil Engineering	\$0	\$0	\$0	\$0	\$0
	Structural Engineering	\$0	\$0	\$0	\$0	\$0
	MEP Engineering	\$0	\$0	\$0	\$0	\$0
	Fire Protection	\$0	\$0	\$0	\$0	\$0
	Physical Security	\$0	\$0	\$0	\$0	\$0
	Security Electronics/Low Voltage	\$0	\$0	\$0	\$0	\$0
	Audio-visual	\$0	\$0	\$0	\$0	\$0
	Acoustics	\$0	\$0	\$0	\$0	\$0
	Cost Estimation	\$0	\$0	\$0	\$0	\$0
	Add rows for other relevant specialty services not listed above (e.g. Sustainability, Life Safety, Elevators, etc.)	\$0	\$0	\$0	\$0	\$0
	[Additional Role]	\$0	\$0	\$0	\$0	\$0
	[Additional Role]					
	[Additional Role]					
Other Proposed Services:						
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
	Total Proposed Fee =	\$0	\$0	\$0	\$0	\$0
	Allowance for one(1) physical model for public display (NTE) =					
	Reimbursable Expenses Allowance =					\$0
	Grand Total Fee =					\$0

NOTE: PLEASE FOLLOW THE INSTRUCTIONS AS REQUIRED IN PART 6, SECTION 6.04 OF THIS RFP. PLEASE ATTACH THIS FEE MATRIX IN AN EXCEL FORMAT TO YOUR PROPOSAL.

A. Your fee should be broken out by the phases described in the Scope of Work. Propose your fee on a Lump Sum basis, broken out by project phase.

B. Identify reimbursable expenses that will be charged to the Project. Include an allowance for a physical model of presentational quality and at scale appropriate for public display. Provide an estimate in the line items provided in Attachment of what you believe these expenses should be for the Project.

C. Provide lump sum fees, by phases described in the Scope of Work, for any sub-consultants you would propose to include with your team. Follow the same format as shown in the Architect Fee Matrix for each sub-consultant. Also include mark-ups on sub-consultants, if applicable. Note that the County may elect to initiate a separate procurement process in collaboration with the Architect to select certain or all sub-consultants.

D. Although engineers and other consultants' costs are not a mandatory part of this RFP, provide a budget for the types of engineers and sub-consultants you anticipate will be required to complete the Project. Note that the Geotechnical engineer and Environmental consultants will be hired separately directly by the County.

E. Include hourly rates for all personnel.

F. Identify any additional fee(s) associated with BIM production and list the itemized costs if any.

G. Confirm if your fee will change if the owner elects to use design-assist for certain trades.

EXHIBIT B

Professional Services Agreement

Between

County of San Mateo

and

[INSERT ARCHITECT NAME]

[INSERT DATE]

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
[INSERT ARCHITECT NAME]**

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

Recitals

WHEREAS, Owner wishes to retain Architect to provide architectural, engineering and related services for its new South San Francisco Campus 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.

“Agreement”	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
“Architect”	[INSERT]
Owner”	County of San Mateo
“Project”	The project described in <u>Appendix A</u> , Services to be Provided by Architect.
“Services”	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.
“Standard of Care”	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.
“Sub-consultants”	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) 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 professional skill and 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, Project Executive
Project Development Unit
1402 Maple Street
Redwood City, CA 94063

Architect

[INSERT]

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, 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 specialized expertise 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 standards of professional practice ordinarily exercised by architects performing services under similar circumstances. (“**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

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 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.

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 always 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 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 right, title, and interest of Architect under orders and subcontracts so terminated. Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of Owner to the extent Owner may require. Owner's approval or ratification shall be final for purposes of this clause;
- f. Transfer title and possession of Architect's and Architect's Sub-consultants' work product, finished and unfinished, to Owner, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by Owner, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in hard-copy and electronic CAD, and PDF format[for consideration], all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to Owner; Owner acknowledges that said documents were prepared for the purpose of the Project; and agrees that any future use, reuse, or modification of Architect's materials shall be at the County's sole risk and without liability to the Architect;
- g. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
- h. Take such action as may be necessary, or as Owner may direct, for the protection and preservation of property related to this Agreement which is in Architect's possession and in which Owner has or may acquire an interest.

14.3 After receiving a Notice of Termination, Architect shall submit to Owner a termination claim, in the form and with the certification Owner prescribes. The claim shall be submitted promptly, but in no event later than three (3) months from the effective date of the termination, unless one or more extensions in writing are granted by Owner upon Architect's written request made within such three-month period or authorized extension. However, if Owner determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three-month period or extension. If Architect fails to submit the termination claim within the time allowed, Owner may determine, on basis of information available to it, the amount, if any, due to Architect because of the termination. Owner shall then pay to Architect the amount so determined.

14.4 Subject to provisions of Paragraph 14.3 above, Architect and Owner may agree upon the whole or part of the amount or amounts to be paid to Architect because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Architect shall be paid the agreed amount.

14.5 If Architect and Owner fail, under Paragraph 14.4 above, to agree on the whole amount to be paid to Architect because of termination of Services under this Paragraph 14.5, then Architect's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:

- a. Reasonable value of Architect's Services performed prior to Notice of Termination, based on Architect's entitlement to compensation under Appendix B, Payments to Architect. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Architect, amounts realized by sale of materials, and for other appropriate credits against cost of Services.

Such amount or amounts may include profit, but not in excess of ten (10) percent of Architect's total costs of performing the Services.

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

15. Conflicts of Interest/Other Agreements

- 15.1 Architect represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.
- 15.2 Architect represents that it has completely disclosed to Owner all facts bearing upon any possible interests, direct or indirect, which Architect believes any member of Owner, or other officer, agent or employee of Owner or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure,

if any, shall constitute ground for termination of this Agreement by Owner for cause. Architect shall comply with the Owner's conflict of interest codes and their reporting requirements.

15.3 Architect covenants that it presently has no interest, and during the term of this Agreement shall act in good faith to avoid having any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement.

16. Proprietary or Confidential Information of Owner; Publicity

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

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

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

17. Notices to the Parties

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

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

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

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

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

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

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

17.4 Addresses for 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 AS 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 regarding 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 regarding 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. If 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 30 days of such filing, provided that within such thirty (30) 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 Project Executive and principal of the Architect shall then take place within five (5) 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 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.

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

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

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

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

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

"Owner"

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

By: _____

Its: _____

"Architect"

By: _____

Its: _____

APPENDIX A

SERVICES TO BE PROVIDED BY ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated [INSERT] between the County of San Mateo (the “Owner”), and [INSERT] (“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 constructed on a 9.7 acre parcel located at 1050 Mission Road in South San Francisco; this parcel is currently occupied by the North County Municipal Courts, Probation Departments, and vacated North Court Jail. The newly proposed building is intended to be approximately 45,000 gross square feet with preferably surface parking to provide adequate accommodations for the staff and visitors. The Project will accommodate the functions/operations affiliated with the following:

- San Mateo Medical Center
- Behavioral Health and Recovery Services (BHRS)
- Healthcare Coverage Unit (HCU) and Women, Infants & Children (WIC)
- Aging and Adult Services (AAS)

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 (“CMR”) 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 to support the development of 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 Concept Program shall reference the conceptual program (Alternative Scheme 2, originally 32,200 GSF) provided in the Scoping Study Report dated 2/21/2017 prepared by Dreyfuss + Blackford Architecture.

1.3.2 The Concept Site Layout shall reference the North County Courthouse Master Plan (Option 6, utilizing Site 2 and Site 4 as indicated within red outlined area) prepared by Van Meter Williams Pollack dated 3/14/18.

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 Project Executive, 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. Performance specifications will be allowed only when necessary to preclude single vendor sources and specialized systems approved by PDU.
- 1.3.6 During the Pre-construction Phase, Architect shall collaborate with CM at-Risk entity selected by the County on the design, constructability, cost, and schedule of the Project to support the CMR to develop a GMP proposal to construct the Project.
- 1.3.7 Architect shall not, unless otherwise directed or permitted in writing by Project Executive, 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 portions of CCR Title 8 (Cal OSHA) Subchapter 7 – General Industry Safety Orders, Group 1, General Physical Conditions and Structures. 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 considering 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 CMR 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) 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 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).
- 2.2.2 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 Section 2100 *et seq.* and California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000 *et seq.* 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.
- 2.2.3 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.

- 2.2.4 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, engineering and specialty design services as listed in the Fee Matrix in Exhibit 2 to Appendix B that are necessary to perform the Services and complete Project to which this Agreement applies including, but not limited to, all architectural services, interior design, civil, landscape architecture, electrical, fire protection, mechanical, plumbing and structural engineering, physical and electronic security, vertical transportation, audio visual, acoustical, and cost estimating services as required to perform the Services on the Project to which this Agreement applies.
- 2.2.5 Architect shall have adequate personnel, facilities, equipment and supplies to complete Architect's Services. Architect shall provide all materials to complete its services.
- 2.2.6 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.
- 2.2.7 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.
- 2.2.8 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 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 building code.
- 2.2.9 Throughout Architect's performance of the Services, Architect shall make written recommendations to Owner concerning any additional information necessary to complete the Services.
- 2.2.10 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.
- 2.2.11 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.
- 2.2.12 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.

- 2.2.13 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.
- 2.2.14 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 Project Executive, as necessary to achieve desired efficiencies in procurement, operations and maintenance.
- 2.3.3 Architect shall work closely with the selected Architect for the adjacent new Housing project, where required by Owner, to coordinate the overall site layout design effectively.
- 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 CMR 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. The schedule shall comply and coordinate with the Owner's Master Schedule and Milestone Schedule including all updates to the Master Schedule.
- 2.4.3.1 Architect shall submit a preliminary schedule within fourteen (14) days of commencement of the Research, Concept Design and Programming Phase providing a summary of all Services under each phase of the Project.
- 2.4.3.2 For each succeeding phase of Services, 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 or other Owner-approved file format.
- 2.4.5 Architect shall adjust and cause its Sub-consultants to adjust activities, personnel allocation, and the work sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules.
- 2.4.6 For the Project, Architect shall include in Architect's monthly progress report as described under 2.7 below.
- 2.4.7 Architect shall make these written recommendations from the standpoint of a design professional observing the construction work and shall not by these recommendations assume construction management responsibilities.
- 2.5 Deliverables Required Under This Agreement - Generally: Each deliverable shall be reviewed with representatives of Owner. Deficiencies in deliverables and modifications to conform with program requirements and modifications to achieve acceptability of deliverables to Owner, shall be promptly performed, and the cost thereof included in the fee for Basic Services.
- 2.6 Deliverables Required Under This Agreement - By Phase: Required Deliverables are listed in Appendix D.
- 2.7 Monthly Progress Report: Architect shall provide Owner with a Monthly Progress Report, in writing, reporting on Architect's progress and any problems in performing the Services

of which Architect becomes aware. The Monthly Progress Report shall include, but is not limited to:

- 2.7.1 A narrative of the work performed (including a list of contract deliverables) and identification of areas of concern, actions and approvals needed.
 - 2.7.2 A schedule assessment and proposed ways to work around any problems that arise.
 - 2.7.3 Monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule.
 - 2.7.4 The original overall schedule as updated to reflect current progress, updates and revisions, submitted in both hardcopy and PDF.
 - 2.7.5 All submittals shall be submitted in both hardcopy and PDF.
- 2.8 Compliance with Laws: Architect shall comply with the standard of care regarding complying with the prevailing interpretation of all applicable laws as set forth in this Agreement. Further, Architect shall:
- 2.8.1 Subject to Owner's approval, designate a licensed architect or engineer in general responsible charge of the preparation of the drawings, specifications, and observation of the work of construction for the Project.
 - 2.8.2 Perform general observation of the work of construction in accordance with the approved drawings and specifications.
 - 2.8.3 Receive and act upon all technical correspondence from the Authorities Having Jurisdiction to the architect or engineer in general responsible charge of the Project.
 - 2.8.4 Establish the extent of the testing of materials consistent with the needs of the Project, shall issue specific instructions to the testing agency prior to the start of construction, and shall notify applicable Authorities Having Jurisdiction as to the disposition of materials noted on laboratory reports as not conforming to the approved specifications.

3. Description of Basic Scope of Services by Phase

3.1 Research, Concept Design and Programming Phase

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

3.1.1 Research

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

3.1.1.3 Define strategies and available/required research to support these requirements.

3.1.2 Concept Design and Programming

3.1.2.1 Architect shall review and utilize any relevant existing information available in all work performed, except that Architect shall be responsible for verifying any information prior to using it. Architect shall prepare and present conceptual design to demonstrate understanding of the conceptual program and propose ideas and options about appropriate design solutions.

3.1.2.2 Architect shall coordinate and document square footage requirements of the spaces for the functions and program elements. At the conclusion of this phase, Architect shall submit several conceptual plans and architectural space program to the County of San Mateo Project Development Unit to review, select, and approve as the base for moving forward into Schematic Design. Architect shall also submit a letter of concurrence and/or acceptance of the current and/or revised program.

3.1.2.3 Architect shall develop and utilize space adjacency diagrams to demonstrate the relationship between spaces. Architect shall develop and review the program thoroughly and recommend appropriate adjustments. Updates to the program shall be clearly documented to track where changes are made and submit to the County of San Mateo Project Development Unit for final approval.

3.1.2.4 Architect shall compile a preliminary list of specialized Furniture, Fixture and Equipment (“**FF&E**”). The list shall delineate the needs and objectives of the security control, surveillance and communications as well as other systems.

3.1.3 Phasing Plans

The Phasing package will include:

3.1.3.1 Site Plan clearly delineating the area of Work and phasing strategy.

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 Project Campus 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 CMR will be selected during early design. Architect shall assist in the procurement process. Upon selection of the CMR, Architect shall organize in collaboration with the Owner and CMR 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 3D model in BIM showing the building shells and associated functional components to enable use and coordination by the CMR. 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 CMR 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 CMR 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 CMR 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 HVAC, electrical, domestic plumbing, sanitary sewer, roof drainage, and standpipe systems. The County may elect to use design-assist delivery for selected systems to be collaboratively determined with Owner, Architect and CMR 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 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 but not limited to PG&E, AT&T, Comcast for new site and other building services.

3.2.3 Analysis of Structural Systems

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

3.2.4 Acoustics

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

3.2.5 Security

Develop security concepts for both physical and electronic systems, and review with the Project Development Unit and relevant user teams. Establish a quality control plan to ensure that the security requirements are achieved, and that the Project Development Team 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 CMR 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.
- 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 Project Development Unit to provide detailed Design Development documents as required to fix and describe the size and character of the entire Project as to civil, landscape, architectural, structural, mechanical, plumbing, electrical, fire sprinklers, standpipes, fire alarm 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 CMR 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, and acoustical rating etc.), exterior and interior elevations (to show openings, doors and glazing systems, etc.), wall and building sections, and construction details.
- 3.3.3 Interior Space/Furniture Plan, including Fixed and Loose Furniture systems design and specifications.
- 3.3.4 Building sections and exterior wall sections developed indicating exterior materials and glazing systems.
- 3.3.5 Roof plan indicating any roof screen and/or space for rooftop equipment, pads and maintenance walkway.
- 3.3.6 Schedule of doors, frames, windows and hardware developed and clearly indicated on plans.
- 3.3.7 Detail sketches for the design of custom features and schedule of finishes for all spaces throughout.
- 3.3.8 Reflected ceiling plans (RCP) with ceiling materials defined and lighting design complete.
- 3.3.9 Integration of and with HVAC, Mechanical, Plumbing, Electrical, standpipe, AV/Phone and Security Systems.
- 3.3.10 Structural drawings illustrating the general structural design of the structure including framing, foundation, lateral support concept and special area treatments and feature designs.

- 3.3.11 Site and civil plans indicating grading/drainage, site utilities, hardscape, landscape and landscape furniture coordinated with the building, parking and access requirements.
- 3.3.12 Landscape and irrigation plans coordinated with civil finish grades and drainage, planting and ground cover coordinated with building and site furnishings.
- 3.3.13 Landscape paving and layout plans.
- 3.3.14 All signage and equipment plans.
- 3.3.15 Lighting photometric.
- 3.3.16 An draft specification including information from all the sub-consultants.
- 3.3.17 Develop security concept package with cut sheets to include doors, locks, windows, glazing, cameras, lights, public address, alarms, communications, monitoring, and equipment.
- 3.3.18 Assist in selection of materials appropriate for the functions of the spaces.
- 3.3.19 Coordinate the design documentation including the following:
 - 3.3.19.1 Mechanical equipment schedules and system diagrams.
 - 3.3.19.2 Mechanical plan including equipment, duct, and wet piping distribution.
 - 3.3.19.3 Detailed mechanical plans for IDF/MDF rooms and other MEP spaces.
 - 3.3.19.4 Electrical single line diagram including site generated electricity.
 - 3.3.19.5 Electrical lighting plans and schedule coordinated with architectural RCP.
 - 3.3.19.6 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, IDF/MDF services. All shall be coordinated with the County's internal user groups. This should also coordinate with mechanical and plumbing systems equipment and with points of connection and power requirements.
 - 3.3.19.7 Electrical enlarged plans for electrical rooms, IDF/MDF room.
 - 3.3.19.8 Electrical site plan showing locations of PG&E transformers, site lighting and connections.
 - 3.3.19.9 Plumbing equipment schedule and system diagrams.
 - 3.3.19.10 Plumbing plans coordinated with architectural floor plans, civil plans and any other requirements.
 - 3.3.19.11 Fire sprinkler plans coordinated with architectural floor plans, civil plans and any other requirements. Equipment schedules and system

diagrams shall also be provided. Include also standpipe locations and pipe routing where required.

3.3.19.12 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.

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

3.3.21 One presentation will be required at the end of this process so the Project Development 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 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, AV, IDF/MDF rooms, etc.

3.4.1.3 Interior elevations as required to describe the design of specific design features and highly coordinated areas.

3.4.1.4 Exterior wall and building sections including intersection details.

3.4.1.5 Detailed design drawings to be used as reference in the fabrication and/or installation of interior finish and FF&E.

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

3.4.1.7 Fully coordinated and detailed FF&E plans and schedules. Coordinate and advise on lead times as required to meet the Project schedule.

- 3.4.1.8 Finish plans with symbols and legends and schedule of finishes showing locations of color and materials throughout the space.
- 3.4.1.9 Fully coordinated and detailed structural drawings and calculations.
- 3.4.1.10 Fully coordinated Mechanical, Electrical and Plumbing Drawing and calculations.
- 3.4.1.11 Fully coordinated and detailed Civil drawings clearly indicating the project extent and phasing of construction. Architect shall be responsible to coordinate and submit all required documents for the demolition (if applicable) and grading scope to the Authorities Having Jurisdiction as well as the following:
 - 3.4.1.11.1 Together with the building permit, complete the permit application form and obtain permit approval with County Building and Planning Department, Environmental Health, City of South San Francisco Fire, and any other applicable agencies as required.
 - 3.4.1.11.2 Coordination of the remediation and grading plans with the structural plans/details and Geotechnical report recommendations.
- 3.4.1.12 Evaluation and recommendation for the demolition (if applicable) and grading sub-contractor bids.
- 3.4.1.13 Fully coordinated and detailed landscape/hardscape and parking plans.
- 3.4.1.14 Specifications manuals for the above, including installation, performance and warranty requirements.
- 3.4.1.15 Other details and specifications as required.
- 3.4.1.16 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.
- 3.4.1.17 Coordination of IT, AV, Security and Furniture requirements.
- 3.4.1.18 Coordination with all Design Documents including assembling sets for printing. Printing of sets to be paid for directly by the Owner.
- 3.4.1.19 Architect shall coordinate with the Owner, Engineering sub-consultants and other Consultants during the Project, including, but not limited to the listing below. Architect shall provide drawings to all Project Team members, depicting and illustrating the elements that influence the layout, design, and cost of engineering systems.
 - Project Development Unit
 - Functional Team Members
 - Authorities Having Jurisdiction, where applicable/appropriate
 - Maintenance and Engineering of the San Mateo County Department of Public Works

- 3.4.1.20 Architect and their sub-consultants will prepare, for submission to the Project Development Unit for design review and sign-off at the required stages of the Project. Full complement of documentation shall also be provided for development applications for plan check by appropriate governmental agencies/planning advisor etc. Architect shall respond to inquiries from governmental agencies during the permit process if required, and incorporate all applicable comments into their design expediently.
- 3.4.1.21 Throughout the design process, Architect shall work closely with the Project Development Unit to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed. In case the cost estimate exceeds the budget, Architect shall work diligently with the CMR to update the design to meet the established budget unless the reasons for exceeding the budget were beyond the Architect's control, in which case the Architect may charge for additional services.
- 3.4.1.22 Architect shall produce a "GMP Package" at a designated time in the project schedule to be directed by the County and coordinated with the CMR to support the establishment of a Guaranteed Maximum Price (GMP) for the Project. This "GMP 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 CMR and the Owner's separately and directly contracted cost estimator. Architect shall review the detailed cost estimates, collaborate with the CMR and the Owner, and make design adjustments as necessary, to establish a GMP before the CMR can proceed to bidding.

3.4.2 Permitting and Bidding

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

Architect shall work closely with the Project Development Unit and the CMR 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 CMR to prepare bid packages for bidding.
- 3.4.2.2 Attend Pre-Bid Conferences and Site Visits.
- 3.4.2.3 Consult with and advise Owner as to the acceptability of sub-contractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the bidding documents.
- 3.4.2.4 Consult with Owner concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
- 3.4.2.5 Answer bidder questions and/or issue written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment.

- 3.4.2.6 Attend the bid openings and assist Owner in evaluating bids or proposals.
- 3.4.2.7 Prepare a conformed set of drawings and specifications, reflecting the changes made and approved by the Owner during the Bidding Phase.
- 3.4.2.8 Where Bids Exceed Budget:
 - 3.4.2.8.1 If the cumulative total of all lowest responsible, responsive bid received from all trade sub-contractors plus amounts otherwise payable to CMR 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 CMR at GMP, Owner may, at its discretion:
 - Award the contracts to the lowest responsible, responsive bidders, and give written approval of an increase in Owner's budget.
 - Reject some or all bids and rebid the applicable contracts.
 - 3.4.2.8.2 If the cumulative bid amount is or is reasonably expected to be more than 10% greater than the Budgeted Bid Day Construction Cost accepted at GMP, Owner may require Architect to revise the scope of work to be performed by CMR 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, unless the reasons for exceeding the budget were beyond the Architect's control, in which case additional services may be awarded, 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 CMR and trade sub-contractors within the Project budget.

3.4.3 Other Tasks During This Phase:

- 3.4.3.1 Develop signage program and bidding documents.
- 3.4.3.2 Development interior/exterior color palette.
- 3.4.3.3 Provide and incorporate final recommendations from acoustical sub-consultant.
- 3.4.3.4 Develop a cost estimate of the design independent of the CMR, if directed by the County, and compare it with the cost estimate provided by the CMR as a peer review checks and balances process.
- 3.4.3.5 Support the establishment of the GMP with the CMR.
- 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 CMR 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 regularly during construction (assumed in conjunction with meetings described below) 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 CMR'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 CMR 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 Project Executive. The Owner shall be copied on all communication between the CMR 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 CMR, recommend actions to be taken by Owner, and reply in writing to Project Executive 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 Project Executive 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 CMR at Project completion for incorporation into the final design record documents, inclusive of building signage. Record documentation must be provided to the Project Development Unit in the following formats:
- BIM – Source files in their native formats (e.g. Revit, Navisworks, etc.)
 - AutoCAD
 - PDF
 - Original source files in other native electronic formats (e.g. Excel, Word, PowerPoint, etc.)
 - Hardcopies – Three (3) sets of full-size paper drawings (24"x36" or 30"x42")
- 3.5.13 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 CMR and will give written notice to the Project Executive 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 at a minimum expected to be attended by Architect throughout the Project's construction duration.
- 3.5.15.1 Design Coordination Meetings as required based on Architects discretion between other members of the design team.
 - 3.5.15.2 Weekly Owner, CMR 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 CMR 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. Milestones shall conform to Master Schedule.

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 Project Executive has provided Architect with written notice to commence the succeeding phase of Service, unless Project Executive, 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 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 commencement for Architect to use as guideline to develop the Project BIM strategy.
- 1.3 Architect shall work with the CM at-Risk entity ("CMR") 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 CMR 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, CMR, 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 Regular 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 CMR

3.1 Upon the completion of Final Construction Document, Architect shall provide a federated BIM that include all applicable design disciplines to the CMR who will take over model stewardship to author, host and manage the BIM through construction and until completion of the Project. CMR will use the BIM to assist in its work to coordinate the design and the implementation of the design during construction. CMR 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 CMR 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 CMR at Project completion.

5. Use of BIM by Owner

5.1 Architect, its sub-consultants (except Civil and Landscape), CMR 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 SMC include, but 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. CMR and its sub-contractors shall transfer to Owner copyrights or licenses necessary for Owner to use the BIM and supporting information.

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

END OF ATTACHMENT BIM

APPENDIX B

PAYMENTS TO ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated [INSERT DATE] between the County of San Mateo (the “Owner”), and [INSERT ARCHITECT] (“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 accumulative payment shall not exceed the Maximum Cost as stipulated in the Agreement paragraph 5.
- 1.3 Architect’s fee for this Project shall not exceed [insert amount] for professional fees and [insert amount] 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

PHASE	MAX %
Research, Concept Design and Programming Phase	Insert %
Schematic Design Phase	Insert %
Design Development Phase	Insert %
Construction Documentation, Permitting and Bidding Phase	
GMP Package	Insert %
Permitting	Insert %
Bidding	Insert %
Construction Administration Phase	Insert %
Transition Phase	Insert %
TOTAL BASIC SERVICES	100%

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 required deliverables in addition to the original set plus one set; and fees paid to government agencies on behalf of the Owner. No internal printing shall be reimbursed.
- 2.4.2 Reimbursement Requirements. All reimbursables are on an actual-cost basis without mark-up. When invoicing for reimbursable costs, detailed back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task ("Detailed Backup"). Use of sub-consultants, with required advanced authorization in writing, must also present in the Detailed Backup.

Office overhead are 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 in hardcopies or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hardcopies are required.

- 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 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 statements 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 statement, 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 [INSERT DATE] between the County of San Mateo (the “Owner”), and [INSERT] (“Architect”) providing for professional services.

PHASE	MILESTONE COMPLETION DATE
Research, Concept Design and Programming Phase	Insert date
Schematic Design Phase	Insert date
Design Development Phase	Insert date
Construction Documentation, Permitting and Bidding Phase	Insert date
Construction Administration Phase	Insert date
Transition Phase	Insert date

END OF APPENDIX C

APPENDIX D
DELIVERABLES

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated [INSERT DATE] between the County of San Mateo (the “Owner”), and [INSERT] (“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 Organization, coordination and documentation of one (1) field tours at 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 Preliminary list of specialized furniture, fixture, and equipment (“FF&E”).
- 1.6 Conceptual plans on design options with one (1) approved option to proceed into Schematic Design.
- 1.7 Project description and design documents if needed to support CEQA process.
- 1.8 Phasing package including but not limited to site phasing plans and coordinated site remediation documents.
- 1.9 Preliminary project schedule with estimated timeline by task for all design and construction activities.
- 1.10 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 CMR with all relevant stakeholders including the PDU.

- 2.2 Integrated BIM Project Execution Plan that was collaboratively developed with the selected CMR 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, 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
 - Interior design plans including furniture, fixture and equipment
 - FF&E schedule
 - 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, standpipe) and clash detection reports.
- 3.3 Report on proposed materials, systems, finishes, custom features organized by location, department and space type.
- 3.4 Not Used.
- 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) Package 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 CMR and the Owner's separately and directly contracted cost estimator. The GMP Package should include but is not limited to the following coordinated, dimensioned and detailed set of:
- Floor plans, reflected ceiling plans, roof plans
 - Structural framing plans, details and calculations
 - Civil plans, site plans, landscape plans, irrigation plans
 - Interior design plans including furniture, fixture and equipment
 - FF&E schedule
 - Exterior & interior elevations

- Building & wall sections
 - Construction details
 - Door/frame/window/hardware schedules
 - 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 CMR.
- 4.2 Cost estimate of the GMP Package independent of the CMR, if directed by the County.
- 4.3 100% Construction Documents package including but not limited to fully coordinated, dimensioned and detailed set of:
- Floor plans, reflected ceiling plans, roof plans
 - Structural framing plans, details and calculations
 - Civil plans, site plans, landscape plans, irrigation plans
 - Interior design plans including furniture, fixture and equipment
 - FF&E schedule
 - Exterior & interior elevations
 - Building & wall sections
 - Construction details
 - Door/frame/window/hardware schedules
 - 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 (if applicable) 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, standpipe) and clash detection reports.
- 4.6 Report on finalized selected materials, systems, finishes, custom features organized by location, department and space type. Include color palette for key interior and exterior spaces.
- 4.7 Report on final recommendation from acoustical sub-consultant.
- 4.8 Updated comparative studies for major building systems as needed.
- 4.9 Updated Sustainability Design Strategy Report including status for Zero Net Energy calculations.

- 4.10 Documentation of information and diagrams discussed/presented at project meetings and decision tracking.
- 4.11 Project schedule including work plan by task and status for all design activities, statutory submissions and approvals, project meetings, PDU reviews and approvals, coordination of pre-construction tasks, bidding, construction activities, etc.
- 4.12 **Bidding Phase**
 - 4.12.1 Preparation of supplementary conditions to the Construction Contract and additional bidding requirements (where necessary).
 - 4.12.2 Preparation of Bid Documents incorporating all corrections and revisions in response to final permitting and plan check comments.
 - 4.12.3 Written responses to bid questions relating to design and preparation of addenda (where necessary).
 - 4.12.4 Written determinations regarding proposed substitutions.
 - 4.12.5 Conformed set of drawings and specifications incorporating all bid addenda.

5 Construction Administration Phase

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

6 Transition Phase

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

- 7 **BIM.** See deliverable requirements per Attachment BIM.

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 [INSERT DATE] between the County of San Mateo (the “Owner”), and [INSERT] (“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:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

Date:

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

Attachment IP

Intellectual Property Rights

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