

San Mateo County Sheriff's Office



Request for Qualifications *for* ***Architectural and Engineering Services***

Maguire Correctional Facility ***Renovations and Improvements***

Issued: July 21, 2014

Responses due: August 22, 2014, 2:30 pm

Robert Livengood, Project Coordinator
San Mateo County Sheriff's Office
Jail Planning Unit
1402 Maple Street
Redwood City, CA 94062
Telephone: (650) 716-5977
Email: rlivengood@smcgov.org

DISCLAIMER

This Request for Qualifications (RFQ) 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 responses are entirely the responsibility of the applicants and shall not be reimbursed. The County reserves the right to select the response that is in the County's best interest, to reject any and all responses, to terminate the RFQ process, and/or to waive any requirements of this RFQ 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 RFQ is

accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document.

NOTE REGARDING THE PUBLIC RECORDS ACT:

General Provisions Regarding Public Nature of Responses.

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.

Be advised that all information submitted in response to this Request for Qualifications is itself a public record without exception. Also, any contract that eventually arises following this Request for Qualifications is public record.

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. By submitting materials you: (1) consent to the release of the materials by the County if requested under the Public Records Act without further notice to you; and (2) agree to indemnify and hold harmless the County for release of the materials.

PART 1- INTRODUCTION

- 1.01** The County of San Mateo ("County") invites responses to this Request for Qualifications ("RFQ") from qualified architectural firms. The successful Respondent may eventually contract with the County to provide design and construction administration phase services under an awarded Professional Services Agreement ("PSA") for renovations and improvements to the Maguire Correctional Facility Improvements Project (the "Project"). The project is a renovation of an existing facility at 300 Bradford St., Redwood City, 94063, California, described subsequently herein.
- 1.02** The County will conduct an in-depth evaluation of the responses submitted and conduct interviews with each of the short-listed Respondents. The County will then provide a more complete PSA, request a cost proposal, and begin sequential contract negotiations beginning with the most qualified firm.
- 1.03** This RFQ and the responses of the selected architectural firm will be included in the PSA awarded to the selected firm.

PART 2- SHERIFF'S OFFICE BACKGROUND

- 2.01** The San Mateo County Sheriff's Office is managed by a Sheriff who is duly elected for a four-year term. In addition to overseeing all adult correctional facilities in San Mateo

County, the Sheriff is responsible for patrol services in both unincorporated areas of the county and contract cities, investigations, custody, and security in the courts, and various administrative functions.

- 2.02** The incumbent Sheriff is Greg Munks. Directly under his command are Undersheriff Carlos Bolanos and Assistant Sheriffs Trisha Sanchez and Tom Gallagher. Overseeing this architectural RFQ is Lieutenant Deborah Bazan, the Project Director.

PART 3- BACKGROUND and PROJECT DESCRIPTION

- 3.01** The Project consists of renovations and improvements to the Maguire Correctional Facility, including: Renovation of one general population floor into a 36 bed Mental Health Wellness pod; Renovation of the currently dormant Correctional Treatment Center into a 10 bed Critical Treatment Center for acutely mentally ill inmates; re-purposing the existing child care center into an Inmate Retail Vocational Store; Improvements to the current outdoor recreation yard, and; necessary seismic upgrades. A more detailed description of the proposed project can be found in Appendix A (Services to be Provided by Architect) of Attachment 2.
- 3.02** All necessary supporting infrastructure for the facility to operate independently will be included in the Project.
- 3.03** Infrastructure will be designed in such a manner which will not preclude future expansion when additional area is needed and added. Facility design will support operation in either a direct or indirect supervision method, and will include surveillance and/or recorded cameras of both the internal and external portions of the facility to enhance security for the facility.
- 3.04** This project is primarily funded under State of California SB 1022 legislation (enacted in 2012, and as subsequently amended). The facility shall be designed, constructed and managed in accordance with SB 1022 requirements and all local and state laws, building codes and applicable zoning issues and ordinances. Additionally, the facility shall adhere to all of the requirements defined by California Administrative Code Title 24 and Title 15, Minimum Standards for Local Adult Detention Facilities.
- 3.05** The County construction budget for this Project is approximately \$21 million, including equipment and utilities. County's estimate of total Project costs, including all soft costs, is \$27 million. The County has been selected to receive a grant of \$24.374 million, contingent upon fulfillment of certain obligations and entry into certain agreements.
- 3.06** The architect/engineer (AE) selected will be asked to provide architectural and engineering services including structural, mechanical, plumbing, fire protection, security system, electrical engineering services, and other authorized special services (acoustical, audiovisual, etc.) appropriate to the Project.
- 3.07** The Project delivery system will be design-bid-build. A Construction Manager (CM) selected under separate RFQ will be hired to perform services for all phases of design, bid and build. The selected AE firm will develop the construction documents for the improvements, and be retained to provide construction administration phase services of the main construction contract. County may contract under separate bid packages for some construction, such as telephone, data, security cabling and equipment, and furniture and other equipment. County may also choose to award multiple prime

contracts for most trades. In doing so, the CM may be tasked to assist with preparation and management of those bid packages and the AE firm will need to package the plans and specifications accordingly.

- 3.08** The progress of the Project is subject to terms and conditions of the state SB 1022 requirements; see estimated Project timeline provided in a later section of this RFQ. Depending on the timing of final funding approval by the state, the County anticipates that project work will require AE services beginning around November of 2014. The services of the AE may be terminated at any point before or after Project completion, at County's sole discretion, without liability to County or AE.
- 3.09** The firm awarded a service contract under this RFQ will report and be accountable to the Project Director, the Project Manager and the Project Coordinator.

PART 4- SCOPE OF REQUESTED SERVICES

4.01 This Part sets forth an outline/overview of the scope of services required for the Project. More detailed services required are contained in a draft version of a sample San Mateo County PSA attached hereto. Responses to this RFQ should take into consideration and address the full scope of services as set forth in the Appendix A (Services to be Provided by Architect) of Attachment 2 (Draft Form of AE PSA).

4.02 The requested AE services will include some or all of the following work phases:

1. Programming (verification and updating)
2. Design
3. Procurement
4. Construction
5. Transition
6. Close-out

4.03 It is anticipated that the PSA between County and the AE ultimately selected will contain, but not be limited to, the following scope of work:

- A. The selected AE will serve as the County's professional architectural and engineering consultant in all phases of the Project to be described in the PSA. The AE will assist County by reviewing the existing functional program, and verifying the preliminary architectural design program for the Project, after which the selected firm will review and validate the major functional elements, space requirements and relationships between the elements, requirements within each space (security, environmental, acoustical, lighting, electrical, communications, cabinetry, security, etc.), code requirements, Title 15 and 24 requirements, State Public Works Board requirements, aesthetic requirements and other special considerations.
- B. The Basic Services of the selected AE will be based on the existing functional program report, as may be amended, and will include limited reviews and interviews by the AE in order to validate the report. County also anticipates the need for reviews of inventories and projected lists of furniture, equipment and materials prepared by County or County's representatives, attending meetings and taking other actions as necessary to establish the final scope of the Project as dictated by County's needs.

- C. The Basic Services will also include, but not be limited to, standard architectural services; performance and coordination of structural, mechanical, electrical, plumbing, physical and electronic security system design. The AE's designs and project management shall utilize Building Information Modeling (BIM).
- D. The selected AE, in concert with the Project team, shall provide a preliminary evaluation of the Project scope and Project budget requirements.
- E. The selected AE shall interface with various County stakeholders, including but not limited to the Sheriff's Office JPU, State offices, consultants, and other agencies as required to integrate ideas and feedback, and ensure the County plans, designs, and specifications construct a Project that meets its current and future needs.
- F. Successful Respondents to this RFQ will be asked (in sequential ranked order) to provide cost proposals for full architectural and engineering services to be described in further detail in a finalized PSA.

PART 5- MINIMUM QUALIFICATIONS

5.01 To be considered for the project, Respondents must meet the following minimum requirements:

- A. Firm has successfully performed the design of at least three (3) adult detention facilities with construction completed within the past 10 years, each being projects for full service operations (in-take, kitchen, medical, etc.) having a minimum of 300 beds, and at least one of which is a county jail.
- B. Firm is available to begin working on this Project within 2 weeks after award of the PSA, and until Project close-out (see estimated Project timeline below). AE staff assigned to provide primary services shall remain until completion of the Project as determined by County, unless a substitute employee or subcontractor is specifically approved in writing.
- C. Firm demonstrates ability to provide all of the professional services outlined in the scope with a high record of success.

PART 6- SUBMITTAL REQUIREMENTS

6.01 Please read this entire RFQ and all enclosures before preparing your response. Responding firms should seek clarification of any requirements they do not fully understand. Misunderstandings resulting in an improper response will not be considered a valid reason for submitting a non-responsive submittal.

6.02 Any clarification desired by Respondent regarding the meaning or interpretation of this RFQ, must be requested in writing by email not later than five (5) business days prior to the submittal deadline.

6.03 Respondents should address any issue or question via email to: Robert Livengood, Project Coordinator. Email: rlivengood@smcgov.org

- 6.04** Respondents should address every item listed in this RFQ. Brevity and clarity are of utmost importance. Responses that are comprised of standard marketing materials that do not specifically address the items below will not be evaluated. Respondents may include ten (10) bound copies of their marketing materials, as long as they are not permanently attached to the RFQ.
- 6.05** Responses that do not comply with all requirements of this RFQ, including the submittal deadline, will not be considered.
- 6.06** The responses to this RFQ shall be bound and printed vertically ("portrait" orientation) on standard 8 ½" by 11" paper. The responses shall not exceed **30 pages; single sided** but will preferably provide a full response in less pages. Type size shall be no smaller than 12 point. No cover letter is necessary.
- 6.07** Respondents must submit an original, signed response to the RFQ, together with ten (10) bound copies, and one (1) electronic copy, **no later than the deadline shown**, to:

Robert Livengood, Project Coordinator
San Mateo County Sheriff's Office
Jail Planning Unit
1402 Maple Street
Redwood City, CA 94062

- 6.08** The signed, original RFQ response shall include a statement signed by an owner, officer, or agent of the Respondent who is authorized to commit its firm, acknowledging and accepting the terms and conditions of this RFQ.
- 6.09** The body of the response shall include the following minimum information about the firm, and be organized according to the following sections:

A. Background Information

1. Company Information

- Name of Firm
- Address of Firm
- Telephone & Fax Numbers
- E-Mail Address
- Primary Contact Person

2. Brief History of Firm

- Legal Structure (corporation, partnership, joint venture, etc.)
- Size of Firm / Staff
- Years in Business
- Organizational Chart of Firm, and tenure of executive management

3. If firm is a partnership or association, a listing of all of the partners, general partners, or association members known at the time of submission, who will participate in the Project if awarded must be included.

B. Design Team

1. Project Architectural Team: Provide the names of individuals who will be assigned to this Project, and the start and finish times of their participation in terms of work phase, if not continuous on the Project.
 - Principal in Charge
 - Director of Correctional Design
 - Project Manager
 - Project Architect
 - Interior Design
 - LEED Sustainability
2. Provide Project organizational chart of this team. Also provide resumes of each team member including the following information:
 - Name
 - Office Location
 - Phone Number
 - Years of Service with Firm
 - Education
 - Professional Experience
 - Pertinent Experience
 - Client References from Pertinent Experience
 - Anticipated Services to be Provided
 - Role and time commitment of each team member for this Project
 - Each team members work on other projects
 - How they insure user team input
 - If joint venture, clear understanding of each teams roles
 - Who will be performing what work and where.
3. Specifically state who from your firm will attend major meeting and what their roles are.
4. Within each firm, clearly state the responsibilities of each individual proposed for each phase of the Project.
5. Present written assurances that if awarded the Project, the proposed team will be assigned for the duration of all appropriate phases of the Project.
6. Sub Consultants: Respondents should identify all consultants with whom they propose for this Project, and from whom Respondent has received a letter stating consultant's intention to team with Respondent. Provide this letter in submitted response. Proposed Sub consultants may include, but are not limited to the following types of services:
 - Structural Engineer
 - Mechanical/Electrical/Plumbing and Fire Protection
 - Electronic Security Consultant
 - Interior Design
 - Acoustical

- Quality Control

List any other consultants not listed above you anticipate having a role in this Project and their specific responsibilities during the design phase.

7. Note: County reserves the right to qualify, accept, or reject any proposed sub consultant as well as to qualify, accept, or reject the use of internal staff to provide certain types of architectural or engineering services. County also reserves the right to make recommendations for consideration regarding sub consultants.

C. Facility Design Experience

1. County seeks information concerning the experience of your firm, and your proposed team, with facilities relevant to the Project. List relevant projects completed by your firm, including the five (5) most recent facilities designed, completed, or under construction by your firm, that best represent a similar scope, program and complexity to this Project. Include experience in design and construction of the following facility types:

- Adult detention facilities
- Renovation or remodel of detention projects of similar value
- Wellness and critical treatment care facilities for mental health (both detention and non-detention settings)
- Vocational facilities (both detention and non-detention settings)
- Retail facilities (both detention and non-detention settings)
- Seismic upgrades/retrofits

2. For each project, include where applicable:

- Name and Location
- Total Square Footage
- Completion Date, and Originally Planned Completion Date
- Completed Construction Cost, and Construction Budget Prior to Design
- AE Fee at Construction Completion, and Initial AE Fee
- Construction Cost per Square Foot
- Scope of Project (general housing, mental health beds, vocational, medical, etc.)
- Photograph(s)
- Change Order Percentage (if possible, categorize by error/omission, owner requested, unforeseen conditions, and other)
- Contingency Budgeted and Percentage Used
- Number of RFI's
- Special Features

- Awards Received
- Sustainability Criteria
- Provide client and contractor contact name, telephone and email (please verify all contact information)
- Describe the roles played by the team members proposed for this Project
- Construction Delivery Method

D. San Mateo County Experience:

1. Describe Respondent's or Design Team Member's experience in project programming, design or construction with San Mateo County. Describe in some detail any detention facility, educational facility, mental health facility, and retail facility design experience. Simply list by title any other experience.

E. Cost Effective Design

1. For detention related renovation projects most similar in scope to this Project but for facilities of any size which your firm and the proposed staff for the Project have performed the design, list the final cost per square foot for projects constructed within the past ten (10) years. Also provide the total project cost.
2. For these same projects, include the AE's Cost Estimate, Bid Amount, and Final Completed Cost. If there is a variance, please indicate fee increases, if any, to the original AE fee. List the dollar amount of each of two categories of any changes in scope there may have been; owner-elected and unforeseen. If there was an increase in fee, show how the difference was assigned between these two categories.
3. Describe your firm's approach to determining the most efficient and cost effective way of retrofitting structural systems for the Project. Identify your experience with various types of structural systems. Identify any unique opportunities for this Project related to structural systems.
4. Describe your approach to ensuring that the design optimizes the Sheriff's goals and objectives while minimizing operational costs.

F. Licensure

1. Provide a list of all licenses, registration, and credentials held by the Respondent (and/or Design Team Members, if applicable) as required to design and construct the Project in the State of California including information regarding the revocation or suspension of any license, credential, or registration.

G. Legal Proceedings and Insurance Claims

1. List and describe all current litigation involving the Respondent and the proposed staff (in their professional capacities) for the Project.

2. List and describe all litigation history for Respondent in the past 5 years. Describe how it was resolved or current status.
3. List and describe claims against Respondent's Errors and Omissions Insurance in the past 5 years.
4. "Litigation" includes, but is not limited to, actions in civil or criminal court, mediation, arbitration, and all other forms of dispute resolution.

H. General Project Approach

1. Describe Respondent's management approach for detention facility projects. Include your approach and the benefit each step has for the County.
2. Describe your architectural firm's design philosophy and how it relates to the County and this Project.
3. Describe your methodology for completing this Project, include number of meetings onsite with Jail Planning Unit and other consultants for each phase of the Project and what tasks will be accomplished at each meeting.
4. Propose an overall Project schedule including each phase and proposed review time.
5. Describe your specific approach to coordinating with the General Contractor and Construction Manager to take full advantage of the design-bid-build project delivery method. Provide a list of anticipated meetings, including frequency of meetings by phase.
6. If possible, demonstrate by any method how your firm's design approach for any detention facility led to a reduction of the serving community's recidivism rate.
7. Describe how your firm would ensure maximum efficiencies in staffing costs, maintenance costs and utility costs; both first time costs and life-cycle costs.
8. Describe any creative or unique methods your firm may employ in the design of the Project.
9. Describe your firm's experience with LEED certification on projects in which Respondent has provided the requested services for detention facilities, including the fulfillment of LEED certification goals in the context of all project goals and objectives.
10. Describe Respondent's capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis.
11. Include a description of how, if selected, Respondent will closely interface and coordinate with County, its user groups and its other consultants throughout the programming, schematic design, and design development phases of the Project.
12. Demonstrate your firm's past history of developing or using 3-D Building Information Modeling (BIM) as a tool to deliver design documents and include

any experience using 4-D BIM on past or current projects. Provide your recommendation on who should develop the BIM; AE vs. Construction Manager vs. Contractor.

A. Unique Qualifications

1. This section is Respondent's opportunity to provide specific information that differentiates it from other firms. This statement should be limited to two pages.
2. At Respondent's option, Respondent may provide any additional supporting documentation or information that would be helpful in evaluating Respondent's qualifications and commitment.

B. Client References:

1. For projects selected to demonstrate your firm's experience, complete the Client Reference Form (Attached to this RFQ), identifying the name and title of the person in the contracting agency responsible for the referenced project, as well as a current address and telephone number. Client Reference Forms will not be tabulated as part of the previously stated page limit.
 - Include client names, telephone, fax number and e-mail addresses.
 - Include a description of the projects, construction value, and describe your participation in the project.

PART 7- SELECTION PROCEDURE

- 7.01** 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.
- 7.02** A Screening Committee will review the Responses to the RFQ and determine which firms complied with submittal requirements and meet the minimum criteria.
- 7.03** A Selection Committee will review the eligible Responses and establish a short list of at least three firms, if possible.
- 7.04** Upon short listing, County will determine a schedule for presentation/interviews, and each short listed firm will be notified accordingly.
- 7.05** The Selection Committee will be established by the Sheriff's Jail Planning Unit. Members may or may not include members of the screening committee. Consultants to the County may attend the meetings of the selection committee, but will not be voting members.
- 7.06** The Selection Committee will conduct interviews for the short listed Respondents. Each Respondent selected for an interview will have 30 minutes to make a presentation to the evaluation committee and then a 30 minute question and answer period will follow.
- 7.07** The Selection Committee will rank the firms according to the criteria indicated below.
- 7.08** The interviewed firms will be notified in writing of their final ranking

- 7.09** The first ranked firm will be given a Request for Proposal, along with a PSA which will contain a more complete, project-specific scope of work.
- 7.10** If negotiations of the submitted fee and scope are successful and the Board of Supervisors approves, the firm is awarded a PSA. If not, the next ranked firm is given an RFP, etc.
- 7.11** Appeal of Decision. Unsuccessful Respondents shall have five business days from the delivery of County's letters announcing the short list and the selected ranking of firms, to submit a written appeal, addressed directly to Sheriff Greg Munks at 400 County Center, Redwood City, CA 94063. Appeals received after the deadline will not be accepted. The written appeal should specifically address any perceived irregularities in the process and/or the RFQ Selection Committee's recommendation. The committee will review the written appeal, and present to the Sheriff the reason for the committee's recommendations. An appeal that merely addresses a single aspect of the selected response is not sufficient to support an appeal. A successful appeal will include sufficient evidence and analysis to support a conclusion that the selected response, taken as a whole, is an inferior response. The Sheriff will respond to an appeal within ten (10) business days of receiving it, and the Sheriff may, at its election, set up a meeting with the Respondent to discuss the concerns raised by the protest. The decision of the Sheriff will be final.

PART 8- EVALUATION CRITERIA (not all weighted equally)

- 8.01** Completeness of Response Submission – Responses should describe comprehensive AE services and should respond to each of the items set forth in the RFQ and adherence to the formatting rules.
- 8.02** Personnel Experience and Qualification – Evaluation of the list of personnel specifically assigned to the proposed Project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed Project.
- 8.03** Depth and Quality of Respondent's Experience and Performance - Review of past performance on projects 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.
- 8.04** Technical / Management Approach – Evaluation of the Respondent's demonstrated ability to interface and coordinate with the County's various user groups throughout conceptual design, schematic design, and design development, coupled with technical expertise to program and design a project responsive to the County's current and future needs.
- 8.05** Maintenance and Energy Efficiency in Design - Demonstrated ability to reduce maintenance and energy costs of facilities, both up-front and over the life of the building. Describe life-cycle cost analyses performed on detention facilities, and technologies and tools utilized for that purpose.
- 8.06** Availability – Evaluation of the workload of Respondent and the staffing to be assigned to the proposed Project; time schedule of the Respondent in relation to that of the proposed Project location of the offices or facilities from which the services are to be provided to County.
- 8.07** Financial Stability - Evaluation of the overall financial position of Respondent as determined from financial information required by the RFQ or from other independent sources.

8.08 Sustainable Practices, particularly on detention facilities.

8.09 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 9- TENTATIVE SCHEDULE OF EVENTS

July 21, 2014	Date to Advertise RFQ
August 22, 2014, 2:30 PM	Submittal Deadline
September 4, 2014	Select and Announce Short List
September 18, 2014	Conduct Interviews and Rank Firms
September 25, 2014	Top Firm to Receive RFP with More Complete PSA
October 9, 2014	Top Firm Submits Cost Proposal to County
October 16, 2014	Negotiate Cost Proposal
October 23, 2014	Sign Professional Services Agreement (PSA)
December 9, 2014	Award PSA (by Board of Supervisors) and NTP
August, 2017	Begin Jail Construction
April, 2019	Complete Jail Construction

Note: This schedule is preliminary, subject to change, and included for general planning purposes only.

PART 10- ACCEPTANCE OF THE COUNTY'S PROFESSIONAL SERVICES AGREEMENT

10.01 Compensation Rates: Fees, billing rates and contract negotiations are not within the purview of this RFQ. The Selection Committee will review submittals and perform interviews, and rank Respondents accordingly. The firms will be notified of their ranking. County's designee will negotiate with the top-ranked firm on their proposed fee. If negotiations are unsuccessful, County will attempt negotiations with the second ranked individual or firm, and so on. The agreed-upon hourly rates and maximum fee will be incorporated into a Professional Services Agreement (PSA) between County and AE.

10.02 A sample draft of the County's Professional Services Agreement is attached to this RFQ. Respondents are instructed to include exceptions (if any) to this Draft Professional Services Agreement with specific alternate language in the form of redlines to the version attached. If no exceptions are stated the County will assume the Respondent is prepared to perform at least the scope of work that is listed in the attached Draft Form of PSA. The County reserves the right to modify the draft Form of PSA during the negotiations with the selected firm and is not bound to the terms set forth in the draft agreement.

10.03 Each proposal must include a statement of the Respondent's commitment and ability to comply with each of the terms of this RFQ.

PART 11- GENERAL CONDITIONS

A. The RFQ 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 RFQ response meets the County's requirements. To this end, the RFQ 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).
- B. The Respondent and each of its members must verify the RFQ response under oath. The submission of a response to this RFQ does not commit County to award a contract for the Project, to pay costs incurred in the preparation of responses to this RFQ or to procure or contract for any services. Costs for preparing responses to this RFQ will be paid entirely by the Respondents.
 - C. County reserves the right to interpret or change any provision of this RFQ at any time prior to the RFQ submission date. Such interpretations or changes shall be in the form of addenda to this RFQ and posted on the Sheriff's Office webpage or sent directly to registered Respondents. County, in its sole discretion, may determine that a time extension is required for submission of responses to this RFQ, in which case such addenda shall indicate a new RFQ submission deadline. County reserves the right to waive inconsequential deviations from stated requirements.
 - D. County retains the right to reject any and all responses to this RFQ, 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 selection day. All decisions concerning Respondent selection shall be made in County's best interests.
 - E. This RFQ constitutes part of each response and includes the explanation of the County's needs, which must be met. This RFQ and all materials submitted in response to this RFQ will become the property of the County.
 - F. Alteration of Terms and Clarifications. It is mutually understood and agreed that no alteration or variation of the terms of this RFQ 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.
 - G. If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the Respondent shall immediately notify the Project Coordinator of such error in writing and request modification or clarification of the document. Modifications to the RFQ will be made by addenda as outlined above.
 - H. Clarifications will be sent by email to all parties. Each Respondent must provide the County with electronic contact information in response to this RFQ.
 - I. If a Respondent fails to notify the County of an error in the RFQ 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.
 - J. 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 RFQ process for other reasons, said Respondent is invited to submit to the Project Coordinator 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 RFQ submittal.

- K. Contact with County/Jail Planning Unit Employees. As of the issuance date of this RFQ 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 Jail Planning Unit employee (or their agents or representatives), for purposes of responding to this RFQ except as otherwise permitted by this RFQ. 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 RFQ.
- L. All responses shall remain valid for a period of not less than 120 days from the submission.
- M. County reserves the right to retain all responses submitted and to use any ideas included in a response regardless of whether that response is selected.
- N. County reserves the right to contact current and former clients of the Respondent for information at any time during the RFQ process.
- O. County reserves the right to contact individual Respondents for clarifying information at any time during the RFQ process.
- P. 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.
- Q. 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.
- R. Respondents' personnel policies shall be made available to County upon request.
- S. 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.
- T. 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.
- U. Respondents must comply with the County jury duty ordinance.
- V. The Respondent should include a statement that it will agree to have any disputes regarding any Agreement venued in San Mateo County.

PART 12- NEGOTIATION OF CONTRACT

- A. Once a Respondent is selected for consideration, a Professional Services Agreement (PSA) with that firm must still be finalized, the selected firm must submit a cost proposal, and that cost must be submitted to and negotiated with the County and the Jail Planning Unit. A successfully negotiated cost proposal will be made part of the PSA, which will then be subject to approval by the San Mateo County Board of Supervisors, 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 Board of Supervisors. 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- INSURANCE COVERAGE

- A. See Appendix E (Insurance) of Attachment 2 for the requirements.

PART 14- PROJECT COORDINATOR

- 14.01** 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 Project Coordinator:

Robert Livengood
San Mateo County Sheriff's Office
Jail Planning Unit
1402 Maple Street
Redwood City, CA 94062
Telephone: (650) 716-5977
Email: rlivengood@smcgov.org

PART 15- ATTACHMENTS

15.01 Attachment 1 - Client Reference Form

15.02 Attachment 2 - County's Draft Form of PSA for AE Services (including scope of work)

Attachment 1
CLIENT REFERENCE FORM
CONSULTANT'S RELEVANT EXPERIENCE

PROJECT NAME: _____ NEW OR REMODEL? ____

FACILITY TYPE (check applicable): Detention, Mental Health, Vocational, Retail,
Seismic Upgrade

LOCATION (City & State): _____

CONSTRUCTION COST: \$_____ AREA (sf): _____ DATES _____ to _____

OWNER: _____

OWNER REFERENCE: Name _____ Title _____

Position During Project

Referenced _____

EMAIL: _____ PHONE No. _____

PROJECT DESCRIPTION: _____

MEMBERS OF YOUR PROPOSED TEAM WHO WORKED ON THIS PROJECT:

1. _____ 2. _____ 3. _____

SAN
MATEO
COUNTY

Professional Services Agreement

With

[Insert Name Here]

[Insert Date Here]

THIS IS A
SAMPLE
DRAFT OF A
STANDARD
SAN MATEO
COUNTY PSA

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND

[INSERT ARCHITECT'S NAME, ADDRESS HERE]

This Professional Services Agreement (the "**Agreement**") is dated [Insert date here], 2014 and is by and between the County of San Mateo, a political subdivision of the State of California ("**Owner**") and [Insert Architect's name here] ("**Architect**").

Recitals

WHEREAS, Owner wishes to retain Architect to provide architectural, engineering and related services for its Maguire Correctional Facility Improvements;

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 expert professional temporary services; and

WHEREAS, the services proposed in this Agreement are professional and temporary in nature.

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 Name, Address, Telephone, Fax, website, etc.]
"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.
"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 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 nonexcusable 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. (For example, and not by way of limitation, contract punch list and final inspection Services, when performed no more than twice, and Services related to correcting deficiencies in Architect's work, shall be within Basic Services and not entitle Architect to extra costs or Additional Services.)

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 may 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 15 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 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 22.3 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, 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 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

Architect

[Contact Name]

[Contact Name]

[Contact Title]
[Contact Address]

[Contact Title]
[Contact Address]

[Email Address]

[Email Address]

- 6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Architect. Architect shall conform with Owner's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Owner's request, and shall be supervised by Architect.
- 6.3 Architect agrees that all professional personnel assigned to the Project will be those listed in its proposal, Exhibit ___ 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 professional personnel are attached via Exhibit ___ 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, all applicable building codes, laws, regulations and ordinances.
- 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, **[Insert date of Sub-consultants 'SOQ's here]**, is incorporated herein by reference. Architect agrees that the Services shall be performed in a manner that conforms to the standards of professional practice observed by a specialist in performing services pertaining to adult detention facilities similar to the Services ("**Standard of Care**"). Architect agrees that for a period of one 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.
- 7.4 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 (including, without limitation, California Civil Code Sections 2782 and 2782.8), Architect shall defend (including providing legal counsel reasonably acceptable to Owner at no cost to Owner), 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, that arise out of, pertain to, or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) 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 defend, 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, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

8.2 Architect shall defend (including providing legal counsel reasonably acceptable to Owner at no cost to Owner), 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 Owner shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Architect for damages resulting from the negligence of the general contractor and its subcontractors. Owner shall also include a provision in the construction contract with the general contractor on the Project requiring the general contractor to name Architect as an additional insured on its Comprehensive General Liability insurance coverage. If the Architect has the opportunity to review the construction contract prior to bidding, the risk of an inadvertent omission of such provisions is on Architect.

8.4 Architect shall place in its sub-consulting agreements and cause its Sub-consultants to agree to indemnities and insurance obligations in favor of Owner and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.5 Owner acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Architect's responsibilities and expertise and is not included in the scope of Services Architect is to perform nor included in Architect's insurance. Owner shall hire an expert consultant in this field if the Project involves such materials. Architect shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Architect shall be responsible to coordinate with Owner's expert consultant as required by Article 2.2.13 below 2.3 of Appendix A, Services to be Provided by Architect.

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 be liable, 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.

9.3 Owner shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by any of its employees, even though such equipment be furnished, rented or loaned to Architect by Owner. The acceptance or use of such equipment by Architect or any of its employees shall be construed to mean that Architect accepts full responsibility for and shall exonerate, indemnify, defend and save harmless Owner from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Architect, its employees, Owner employees or third parties, or to property belonging to any of the above.

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

10. Independent Contractor; Payment of Taxes and Other Expenses

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

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

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

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

11. Insurance

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

12. Suspension of Services

- 12.1 Owner may, without cause, order Architect to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner shall deliver to Architect written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Architect shall be compensated for such delay to the extent provided under this Agreement.
- 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, 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 seven (7) 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 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.
 - g. Use its best efforts to assist Owner in selling, in the manner, at times, to the extent, and at a price or prices that Owner directs or authorizes, any property of the types referred to in Paragraph 14.2f above, but Architect shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by Owner. All proceeds from the foregoing shall be applied to reduce payments to be made by Owner to Architect under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as Owner may direct;
 - h. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
 - i. 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 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 not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Architect represents to and agrees with the Owner that Architect has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the Owner the Services hereunder and any interest Architect may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the Owner, as determined in the reasonable judgment of the Owner.

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 Project or 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 fully effective indefinitely after termination of Services to the Owner hereunder.

17. Notices to the Parties

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

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

- a. When personally delivered to the recipient, notice is effective on delivery.
- b. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- c. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- d. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 17.

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

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

18. Ownership of Results/Work for Hire

18.1 Any interest (including, but not limited to, property interests and copyright interests) of Architect or its Sub-consultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Architect or its Sub-consultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to Owner upon their creation. Architect may, however, retain one copy 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.

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

18.3 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.

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 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 Architect shall maintain full and adequate records in accordance with Owner requirements to show actual costs incurred by Architect in its performance of this Agreement, and to make available to Owner during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to Owner or relative to Architect's activities under this Agreement. Architect will furnish to Owner, its authorized agents, officers and employees such other evidence or information as Owner may request with regard to any such expenditure or disbursement charged by Architect. Architect will, within seven (7) calendar days from the date of Owner's written request, permit Owner, and Owner's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.

19.3 Architect shall maintain all items described in this Paragraph 19 in an accessible location and condition for a period of not less than five years after final completion and acceptance of the [last] Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Architect within a radius of fifty (50) miles from Owner's offices at Redwood City, California, Architect shall, upon Owner's request and at Architect's sole cost and expense, make such items available to Owner, and Owner's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Architect shall pay Owner its reasonable and necessary costs incurred in inspecting Architect's books and records including, but not limited to, travel, lodging and subsistence costs. The State of California and any other governmental agency having an interest in the subject of this Agreement shall have the same rights conferred upon Owner by this Paragraph.

19.4 The rights and obligations established pursuant to this Paragraph shall be specifically enforceable and 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 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. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 20.1 shall confer no rights on any party and shall be null and void.

20.2 Architect shall use the Sub-consultants identified in this Agreement or an Exhibit hereto and shall not substitute Sub-consultants unless approved by written instrument executed and approved by the Owner in writing.

20.3 To the extent Architect is permitted by Owner in writing to subcontract, assign or subcontract any

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portion of this Agreement or any duties or obligations hereunder, Architect shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code, Section 3321). Architect shall remain fully liable and responsible for all acts and omissions of its Sub-consultants in connection with the Services or the Project, as if it engaged it the acts and omissions directly.

20.4 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 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 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 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 **[Insert Owner Title]** 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 **[Insert Owner Title]** and principal of the Architect shall then take place within five (5) days of the date of the request.

22.2 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.

22.3 In the event of claims exceeding **[\$50,000]**, 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]** originals of this Agreement, both of which shall be deemed originals.

24. Compliance with Laws

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

24.2 Architect represents that all plans, drawings, specifications, designs and any other product of the Services will comply with 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. Time is of the essence in the performance of 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 its Sub-consultants (if any) to do the same, and the Sub-consultants' price proposals shall accompany Architect's price proposals.

26.5 Architect and its Sub-consultants shall, upon request by Owner, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.

26.6 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.

26.7 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: _____

By: _____

Its: _____

SERVICES TO BE PROVIDED BY ARCHITECT

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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 _____, 201_, between the County of San Mateo (the "**Owner**"), and _____ ("**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 consists of renovations and improvements to the Maguire Correctional Facility, involving approximately 17,000 square feet and including: The County is using a "Design-Bid-Build" delivery method. This project will include the design of all systems including, but not limited to: electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security; fire protection systems; site design; architectural design; structural design and seismic improvements.

The Scope of Work for the improvements is divided into four distinct programmatic areas; AB109 Inmate Recreation/Fitness Yard, Inmate Retail Vocational Store, Mental Health Critical Treatment Center (MHCTC) and the Mental Health Wellness Pod (MHWP). The following is a description of the demolition and design for each of the five projects. For each existing area all structural elements, sub-floor and mechanical chases will remain. All floor finishes, interior walls, doors, sliders, fixed and moveable furniture, casework, ceilings, security plank ceilings, light fixtures and plumbing fixtures will be removed:

AB 109 Inmate Recreation Yard: On the fourth floor of the Old Maguire Correctional Facility is an outdoor recreation yard. This area has a secure mesh defining the perimeter of the outdoor recreation. The renovation of this area will upgrade the flooring and provide a recreational area specifically for the mental health and AB 109 inmate populations. The proposed renovation is between 3,000 and 4,000 square feet. The proposed design includes an area for body-weight exercises. A majority of the floor will be free for a planned activity. There are no proposed beds in this area of renovation.

Inmate Retail Vocational Store: On the first floor of the Maguire Correctional Facility is a Child Care Facility. This is the proposed location for the Inmate Retail Vocational Store. The proposed renovation is almost 700 square feet on the interior and approximately 500 square feet on the exterior. Two sections of the exterior wall shall be removed. Outside, a portion of the landscaping and sidewalk shall be removed to accommodate the planned construction. The proposed design includes a retail area, staff support/clerk counter and a staff restroom. Space for food preparation is not required. An L-shape awning wrapping around the north and west facade will define the space of the retail store from the outside as well as provide protection from weather at the front entrance. Landscaping along the perimeter of the Retail Store will match to surrounding plants and planters and provide pavers and/or sidewalk to the front entrance. To the north of the retail store, there is a small outdoor area to provide a place for visitors and patrons to sit after they patronize the store. There are no proposed beds in this area of renovation.

Mental Health Critical Treatment Center (MHCTC): The Mental Health Critical Treatment Center (MHCTC) will be located on the second floor of the MCF. This area was designed and constructed to house acute mental health inmates. It is not currently operational and does not comply with current operating standards. The design for the MHCTC is to house acute mentally ill, classified as Level 1 inmates. This area is for highly disruptive inmates who need intensive supervision and monitoring. Within this area, there are cells for observation, suicide watch, hospital

beds and single cells. Providing a program/group room adjacent to the dayroom is a necessary component to work with Level 1 inmates on an individual or group basis. The proposed renovation is just under 4,000 square feet. The proposed design includes a total of eight cells, two safety cells and two sub-dayrooms, one for men and one for women. The Male Sub-Dayroom includes five cells. Two will be Inmate-Patient cells equipped with a hospital bed, One cell is an observation cell. The remaining two cells are single cells with a bed and combi-unit. The Female Sub-Dayroom includes three cells; one Inmate-Patient cell with a hospital bed, one Observation cell, and one single cell. There is an adjacent small group room as well.

Mental Health Wellness Pod (MHWP): The Mental Health Wellness Pod (MHWP) proposed location is either the first or second floor of old MCF. Currently, this floor serves two housing pods for a total of 80 beds. The renovation of this floor will serve the step-down mentally ill, or Level 2 and Level 3, inmates. These inmates require more supervision and program spaces than a typical housing unit affords. The proposed renovation is between 8,000 and 9,000 square feet. The proposed design includes a total of thirty-six 36 beds with three sub-dayrooms. There is a Level 2 Sub-dayroom Housing Pod, a Level 3 Sub-dayroom Housing Pod, and a Swing Housing Pod that could serve either Level 2 or Level 3 inmates. The officer station and a clinical workstation for two staff members will be centrally located. In the Level 2 Housing Pod and the Level 2 and 3 Swing Housing Pod, all cells will have two beds. The cells in the Level 3 Housing Pod are four bed cells. Video Visitation units are located in the Dayroom. The construction of the video units will have side panels for privacy. At least one Attorney/Client Non-Contact Visitation Room will be provided.

Building services, HVAC ductwork, piping, electrical wiring, security wiring, will be new and compatible with existing equipment.

Seismic Upgrades: A recent inspection noted the following deficiencies: 1) The rift of the steel moment frame is over the life safety limit. 2) Vertical discontinuity is present above the 4th floor where the lateral resisting frames are not continuous to the ground. 3) Redundancy is not realized about the 4th floor since the number of lateral resisting frames is reduced. 4) Some steel beams do not have seismic compact section. A solution to the seismic deficiencies was outlined by the Crosby Group that includes adding braced frames/dampers along the building exterior lines on all four sides from the foundation to the roof level and additional foundation work on the new braced frame.

This scope as defined herein may be modified only if the Board of State and Community Corrections (BSCC) and the California Department of Corrections and Rehabilitation (CDCR) give Owner written approval, and Owner gives subsequent direction to Architect in writing.

1.1.2. \$_____ Budgeted Bid Day Construction Cost **[to be provided by Owner]**

1.1.3. Owner anticipates that the construction will be performed by a Construction Manager / General Contractor ("CM/GC" or "Contractor") to be engaged by the Owner shortly after the selection of Architect. Owner further anticipates that the actual Project work will be performed substantially by separate trade sub-contractors who will be selected utilizing an estimated 15-30 separate bid packages after selection of CM/GC and completion of Architect's final designs.

Construction Budget

The agreed upon "**Budgeted Bid Day Construction Cost**" above means the anticipated value of the construction contract for the Project when initially let. Architect shall treat the Budgeted Bid Day Construction Cost so identified as the Owner's required construction cost for the Project. In performing its Services under this Agreement, Architect shall include within the Budgeted Bid Day Construction Cost design contingency amounts as follows: 15% during schematic design; 10% during design development; and 5% during construction documents.

1.3

Criteria Governing Architect's Services on Project

- 1.3.1 The Project shall be developed and designed in conformance with the Needs Assessment Study ("Needs Assessment Study") submitted to the Board of State and Community Corrections ("BSCC") by the County, a copy of which has been provided to the Architect.
- 1.3.2 The Project shall be developed and designed in close cooperation with the County's Sheriff's Office 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 the Sheriff's Office, its independent consultants, including personnel required for transition from Owner's prior adult detention facility to the Project facility, and operational matters throughout development and design of the Project.

- 1.3.3 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards, consistent with the standard of care of an Architect with experience in California adult detention facility design, and shall meet the criteria set forth below.
- 1.3.4 Architect shall not, unless otherwise permitted in writing by Project Director, propose or recommend any design which has the effect of shifting design responsibilities from Architect to a contractor, through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources.
- 1.3.5 During the pre-construction phase, the Architect shall collaborate with CM/GC Contractor selected by the County on the design, constructability, cost, and schedule of the Project.
- 1.3.6 Architect shall not, unless otherwise directed or permitted in writing by Project Director, specify unique, innovative, 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 comment on any Owner-proposed unique, innovative, proprietary or sole source equipment, systems or materials.
- 1.3.7 Architect's design shall provide that all surfaces, fixtures and equipment are readily 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.
- 1.3.8 Architect must coordinate with other consultants on the Owner's Capital Improvement Program, as directed by Owner's Representative, to specify designs, equipment and systems on a Program-wide basis to secure Program-wide efficiencies and economies in procurement and maintenance. Architect shall not have responsibility for the technical adequacy or accuracy of consultants separately engaged by Owner.

1.4 Building Information Modeling

- 1.4 Architect shall comply with its obligations regarding Building Information Modeling identified on Attachment BIM attached to this Appendix A and incorporated herein.
- 1.4.2 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

Basic Services shall include all the services and activities specified below and herein in Programming Phase, Schematic Design Phase, Design Development Phase, Construction Document Phase, Bidding Phase, Construction Phase, Operation/Project Close-Out Phase, and Post-Construction Claims Resolution 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 staff and sub-consultants, with Inspectors, with Project Executive, with testing agencies, with other governmental agencies, with CM/GC, and with 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 laws of the State of California applicable to construction of adult detention facilities, including, but not limited to, the requirements of the California Business and Professions Code, the Minimum Standards for Adult Detention Facilities contained in Title 15, California Code of Regulations ("**CCR**"), the Minimum Standards for Adult Detention Facilities and the fire and life safety regulations contained in Title 19 and Title 24, Part 2, CCR, Title 8 (Cal OSHA), CCR, 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 with a Licensed Architect or Registered Engineer in the State of California.
- 2.2.3 Plans, 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 and engineering services necessary to perform the Services and complete Project to which this Agreement applies including, but not limited to, all architectural services and all acoustical, civil, electrical, fire protection, mechanical, and structural engineering, health and sanitation, security, landscape, and cost estimating services 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, at the sole expense of Architect. 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 To the extent necessary to complete its design services for the Project, Architect shall review, update and verify all as-built information supplied by Owner concerning existing structures, infrastructure, facilities and utilities. If such reviewing, verifying and updating requires extra cost not foreseeable upon signing this Agreement, then Owner shall pay Architect such actual costs.
- 2.2.9 Architect shall make any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Architect, at no additional cost to Owner. Architect shall make or cause to be made any and all corrections to said documents necessary to comply with the requirements of the California Code of Regulations applicable to adult detention facilities.
- 2.2.10 Throughout Architect's performance of the Services, Architect shall make written recommendations to Owner concerning any additional information necessary to complete the Services.
- 2.2.11 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.
- 2.2.12 Architect shall provide Owner with a copy of all written communications and submittals to third parties regarding this Project.
- 2.2.13 On all Projects, Architect shall prepare all energy saving calculations and deliverables necessary for Owner to submit to the City of Redwood City, PG&E, BSCC, the State Office of Energy Assessments, and any other authority with jurisdiction, for energy savings rebates and unconventional energy rebates and any additional information required. Architect shall then monitor construction for compliance with such rebate requirements and report to the Owner any problems encountered or anticipated.
- 2.2.14 The Project will incorporate sustainable design measures and is expected to achieve a minimum of LEED silver certification.

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, architecturally sound, and properly engineered, with details that work together with regard to all affected disciplines.

- 2.3.2 Architect shall coordinate its work on the Project with Owner personnel and work of other consultants on other projects in the Program (including Project Director), as directed by Project Director, as necessary to achieve desired Program-wide efficiencies in procurement and maintenance.
- 2.3.3 Architect shall coordinate its work on the Project with work of the Owner's separately maintained hazardous material consultants, if the Owner retains such consultants. Such coordination shall not impose on Architect responsibility for the work of the hazardous materials consultant. However, Architect shall consider the work of the hazardous materials consultant in developing work phasing recommendations, overall cost estimates, and design and product specifications, where applicable.
- 2.3.4 Architect shall immediately advise Owner in writing if any consultant fails in any manner to coordinate its work with Architect.

2.4 Coordination with Master Project Schedule and Owner 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 by 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 of Owner and third party interface, for example, approvals, reviews, design input and supplying information. 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 twenty (20) days of commencement of the Programming Phase (covering in summary fashion all Services of 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.)

- 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 County's sheriff's office and its sub-consultants, BSCC, State Fire Marshall, and any other agencies involved in the Project.
- 2.4.4.2 The schedule shall include appropriate Owner, BSCC, CDCR and State Fire Marshal design review durations for each contract package (in minimum durations of one (1) week for Schematic Phase, Design Development Phase, and 50% Construction Document phase, and two weeks for 100% Construction Documents phase.)
- 2.4.4.3 The schedule shall be in a computer software format compatible with Owner's existing computer software.
- 2.4.5 Architect shall adjust and cause its Sub-consultants to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the accepted schedules.
- 2.4.6 For the Project, Architect shall include in Architect's monthly progress report written recommendations regarding ongoing design and construction work, including constructability (including actual and reasonable constructability in light of Owner's objective to secure a completed Project with the lowest reasonable construction costs), Project scheduling, and any and all design changes affecting size or cost of the Project.
- 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 may cover more than one Project, provided it does so in separate sections. The Monthly Progress Report shall include, but is not limited to:
- 2.7.1 A narrative of the work performed (including a list of any 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 summary schedule as updated to reflect current progress, updates and revisions, submitted in both CD (three sets) and 8 1/2" x 11" bound hard copy forms (three sets).
 - 2.7.5 All written submittals prepared using current Owner approved software program.
- 2.8 Compliance with Laws: Architect shall comply with the standard of care applicable to a specialist in design of adult detention facilities, regarding complying with all requirements of all applicable laws as if set forth in this Agreement, including without limitation California Administrative Code Title 24 (Public Works), Part 1 (Department of General Services), Chapter 13 (Administrative Regulations for the Corrections Standards Authority) ("**Title 24**"). Architect shall perform all duties that Title 24 imposes on adult detention facility project architects and engineers, including those summarized generally in Sections 13-102 and 470A of Title 24, all of which include, but are not limited to, the following:
- 2.8.1 Prepare all project designs to meet or exceed building standards set forth in Part 2, Title 24 of the California Administrative Code, which are minimum standards applicable to construction of adult detention facilities; coordinate submission and approval of same to BSCC, the State Fire Marshal, and any other public authority with jurisdiction.
 - 2.8.2 Coordinate and cooperate fully with BSCC and the State Fire Marshal and any other authority with jurisdiction, to secure timely review and approval of Architect's work including, but not limited to:
 - 2.8.2.1 Determining the estimated time from submission to BSCC and State Fire Marshal of plans and specifications to approval of same, including "bin time" for initial review of plans and specifications, and incorporating same into Project schedule;
 - 2.8.2.2 Securing from BSCC change order pre-approvals, where appropriate to minimize Project delays caused by delays in review and approval of change orders;
 - 2.8.2.3 Securing early review and approval by BSCC of deferred approval items, including advising Owner of the need to require immediate submission after construction contract award of all necessary submittals for such items, including specifications to this effect in final design documents, and review of proposed contract documents to assure presence of necessary enforcement provisions.
 - 2.8.2.4 Determine and advise Owner on four (4) weeks advance notice all necessary BSCC and State Fire Marshal fees, so as to avoid any delay.
 - 2.8.3 Coordinate and cooperate fully with BSCC in its required observation of construction.
 - 2.8.4 Subject to Owner's approval, designate an architect or structural engineer in general responsible charge of the preparation of the plans, specifications, and observation of the work of construction for Project.

- 2.8.5 Issue Verified Reports on the form and frequency required by Title 24, showing Architect's personal knowledge that the work is in every material respect in conformance with the approved plans and specifications. Require that the Project Inspector's, the Contractor's, and Architect's Sub-consultants of all necessary disciplines Verified Reports are submitted as required by Title 24.
- 2.8.6 Advise on:
- 2.8.6.1 Selection of resident inspector and testing laboratories;
 - 2.8.6.2 Preparing addenda and change orders as required by conditions on the Project.
- 2.8.7 Performing general observation of the work of construction, interpreting the approved drawings and specifications.
- 2.8.8 Receive and act upon all technical correspondence from the authority(ies) having jurisdiction to the architect or engineer in general responsible charge of the Project.
- 2.8.9 Perform those responsibilities imposed upon it under Title 24 including, but not limited to, observation and personal contact with the Project, Sub-consultants, submitting information to BSCC, CDCR and the State Fire Marshal, and general direction of the work of the Project Inspector (as contemplated by Title 24).
- 2.8.10 Architect shall 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 BSCC as to the disposition of materials noted on laboratory reports as not conforming to the approved specifications.
- 2.8.11 Owner will engage Project Inspector(s) as required by the California Corrections Standards Authority and Title 24, which Project Inspectors shall have been approved by Architect and submitted by Architect to BSCC, as required. Said Project Inspectors shall be under the direction of Architect, as required by the California Code of Regulations.

2.8.12 State of California SB 1022 Agreements

A. The Project is primarily funded through a conditional award under State of California State Bill (SB) 1022 lease-revenue bond financing of new or renovated detention facilities. Accordingly, to remain eligible for the conditional award, the County of San Mateo is obligated to comply with the terms of primarily the following two agreements to be executed by the County of San Mateo and the State of California Public Works Board ("SPWB"), California Department of Corrections and Rehabilitation ("CDCR") and Board of State and Community Corrections ("BSCC"). Consultant's work product and delivery shall comply with the terms and conditions of those agreements and their Exhibits and Attachments. These agreements are attached to this PSA as Exhibits and made part of this agreement:

1. Attachment F: Form of BSCC Jail Construction Agreement ("JCA"),
2. Attachment G: Form of CDCR Project Delivery and Construction Agreement ("PDCA").

B. Consultant's responsibilities under the Agreements referred to in Attachments F and G include but are not limited to the following:

1. Books and Records. Consultant shall maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to Consultant's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail

so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation.

2. Record Maintenance Period. These records shall be maintained for a minimum of three years after the date on which no Project bonds are outstanding (hereinafter "Expiration Date"), estimated to be 2039 if 20-year bonds are issued in 2019. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the Expiration Date, the records must be retained until the completion of the action and resolution of all issues which arise from it, or until the Expiration Date, whichever is later.

3. Access to Books and Records. Consultant shall make such books, records, supporting documentations, and other evidence available to the BSCC or designees, the CDCR, the State Public Works Board, the State Department of General Services, the State Department of Finance, the Bureau of State Audits, or their designated representatives, during the course of the Project and the Records Maintenance Period and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, Consultant shall include a similar Record Maintenance Period and right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

4. Contractor Advisement. By its execution of this Agreement, Consultant acknowledges that a partial source of financing for the agreement between the County and Contractor for construction of the Project is the State Financing, and that the County may not have funds to finance the Agreement for Construction independently of the State Financing. Consultant shall in all ways cooperate with the County and the BSCC in maintaining a good working relationship. Consultant shall cooperate as instructed by the Owner in resolving any disputes arising under the Agreement.

5. Construction Specification Institute ("CSI") Divisions. To the extent applicable to this Agreement, Consultant shall list construction costs according to CSI Division. CSI Divisions for Project will be set forth in the Schedule of Values to be approved by County.

2.9 State Communications: Assist with and coordinate all communications with State Fire Marshal, secure necessary approvals from BSCC and CDCR, and assist with and coordinate any necessary approvals with other authorities having jurisdiction.

2.10 Architect's Scope of Services: Architect's scope of work on Project shall also include the following work items:

2.10.1 Diagram of Building Areas

2.10.2 ADA compliance surveys and report

2.10.3 Incorporation of sustainable design measures necessary to achieve a minimum of LEED silver certification.

3. Architectural Programming Phase

3.1 Period of Service: The services called for in the Programming Phase will be completed and the required deliverables submitted within the stipulated periods of time indicated in Appendix C, "Milestone Schedule". Written authorization to proceed with the Programming Phase will be given at such time as Owner may direct.

3.2 Detailed Requirements: Consistent with the Needs Assessment, the Pre-Architectural Program, and the SB1022 Grant proposal submitted to BSCC, consult with Owner to establish and document the following detailed requirements for the Project:

- 3.2.1 Design objectives, limitations and criteria, functions, priorities;
- 3.2.2 Environmental and sustainability goals including any specific green building guidelines;
- 3.2.3 Energy efficiency goals relative to local energy code, ASHRAE standards, or LEED or CHPS credits attempted;
- 3.2.4 Development of initial approximate gross facility areas and space requirement;
- 3.2.5 Space relation, requirements and restraints (including comparing requested space requirements to similar projects and space standards, diagramming space relationships by using massing diagrams, flow diagrams, stacking diagrams, bubble diagrams and other graphical methods);
- 3.2.6 Number of functional responsibilities and personnel;
- 3.2.7 Flexibility and expendability;
- 3.2.8 Special equipment and systems;
- 3.2.9 Site requirements and existing conditions, and utilities services;
- 3.2.10 Development of a preliminary budget for the work based on programming and scheduling studies;
- 3.2.11 Operating procedure;
- 3.2.12 Zoning and other applicable regulations;
- 3.2.13 Expandability;
- 3.2.14 Access, parking, including visitors;
- 3.2.15 Construction feasibility and phasing;
- 3.2.16 Security criteria, including the ability to provide visual supervision;
- 3.2.17 Communications relationships; and Project schedule. Indoor environmental quality
- 3.2.18 requirements, such as intended use, anticipated occupancy, space environmental
- 3.2.19 requirements (including lighting, temperature, humidity, acoustics, etc), desired adjustability of controls, and accommodations for after-hours use for each program area.
- 3.2.20 Equipment and system expectations including desired levels of quality, reliability, type, automation, flexibility, and maintainability requirements for equipment.
- 3.2.21 Specific desired technologies and measurable performance criteria may be listed.

3.3 Space Schematics/Flow Diagrams: Prepare diagrammatic studies and pertinent descriptive text for:

- 3.3.1 Conversion of programmed requirements to net area requirements;
- 3.3.2 Internal functions;
- 3.3.3 Human, vehicular and material flow patterns;
- 3.3.4 General space allocations;
- 3.3.5 Analysis of operating functions;
- 3.3.6 Adjacency;
- 3.3.7 Special facilities and equipment; and
- 3.3.8 Flexibility and expansibility.

3.4 Existing Facility Surveys: Architect shall research, assemble, review and supplement information for determining new space usage in conjunction with the remodeling of an existing building, including:

- 3.4.1 Field measurements;
- 3.4.2 Review of existing design data;
- 3.4.3 Analysis of existing structural capabilities;
- 3.4.4 Analysis of existing mechanical capabilities;
- 3.4.5 Analysis of existing electrical capabilities; and
- 3.4.6 Review of existing drawings for inaccuracies, updating where necessary and the development of required measured drawings.

- 3.5 Estimate of Project Cost: Based upon the programming verification phase services performed, work with CM/GC to review initial budget estimates existing by applying unit costs and other standard cost data to space and facilities requirements. Work with CM/GC to consider all foreseeable Project costs, including design, construction, utilities connections, permits, fees, furniture, and movable and installed

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Appendix A
Services to be Provided by Architect

equipment. Report to Owner regarding continued accuracy of initial budget estimates contained in Owner's Implementation Plan.

3.6 Meetings: Consultant shall attend the following meetings as part of Consultant's Basic Services:

- a. Project Kick-Off, 2 hours, followed by Program Data Collection, 2 days.
- b. Functional Program Review Workshop, 1 day.

4. Schematic Design Phase

4.1 Period of Service: The services called for in the Schematic Design Phase will be completed and the required deliverables submitted within the stipulated period of time indicated in Appendix C, "Milestone Schedule". Written authorization to proceed with the Schematic Design Phase will be given at such time as Owner may direct.

4.2 Consultation with Owner

- 4.2.1 Consult with Owner to clarify and define the requirements for the Services and review available data.
- 4.2.2 Review and incorporate Needs Assessment Study submitted by Owner to BSCC as required by Title 24, CCR.
- 4.2.3 Review Owner's conceptual program for scope, coordination requirements, criteria, budget and constructability.
- 4.2.4 Review Owner's structural analysis performed by others, which proposes necessary upgrades to meet seismic design standards.
- 4.2.5 Identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

4.3 Site Visit and Investigations

- 4.3.1 Investigate existing conditions through Site visits and otherwise, to determine scope of work and effects on design and construction. Obtain from Owner all available information on hazardous materials and advise Owner immediately of any other hazardous materials Architect has observed. (This paragraph does not impose on Architect any duty to locate hazardous materials.)
- 4.3.2 Review information generated pursuant to Paragraphs 2.2.8, 4.2.2, 4.3.2, and 4.4, and advise Project Director whether such data is adequate for purposes of design. Determine if additional data is necessary because of apparent errors, conflicts, and incomplete information or otherwise, before Architect can proceed with design.

4.4 Recommendations on Required Additional Information

- 4.4.1 Advise Owner as to the necessity of Owner's providing or obtaining from others available or additional information pertinent to the Project including previous reports, as built conditions, information, and any other data relative to design or construction of the Project, specifically including the recommendations provided by the Crosby Group for seismic upgrades.

4.5 Operational Program Statement

- 4.5.1 Following completion of the tasks set forth in Paragraphs 4.2 and 4.4 above, and pursuant to the requirements of Title 24, CCR, and Penal Code Section 6030, review the existing operational program statement and recommend any changes that Architect deems necessary. The review shall address the following:
- A. Intended capacity of renovated areas.
 - B. Inmate movement within the facility and entry and exit from security areas.
 - C. Visiting and attorney reviews.
 - D. Exercise Programs.
 - E. Medical services, including the management of communicable diseases.
 - F. Cleaning and/or laundering.
 - G. Inmate segregation as specified in Penal Code Sections 4001 and 4002 and Article 5 of Title 15, C.C.R.
 - I. Mental health services.
 - J. Facilities for jail administration and operations staff.
 - K. Staff to staff communications system. Management of disruptive inmates.
 - L. Management and placement of persons with disabilities, with provisions for wheelchairs, gurney access and for evacuation during emergencies.
 - M. Architectural treatment of space relative to preventing suicides by inmates.
 - N. Sobering cell(s) as referenced by Title 15, Section 1056, with the ability to
 - O. segregate.
 - P. Safety cell(s) as referenced by Title 15, Section 1055.

4.6 Preliminary Estimates of Construction Costs

- 4.6.1 Work with CM/GC to prepare preliminary estimates of construction costs and times of completion for the Project.
- 4.6.2 Develop alternative conceptual plans and provide a general economic analysis of Owner's program requirements applicable to various design alternatives including, but not limited to, structural, mechanical, electrical, plumbing, fire safety, electronics, and security systems. Include analyses of Owner's program requirements.

4.7 Schematic Layouts, Sketches and Conceptual Design Criteria

- 4.7.1 Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.
- 4.7.2 Reports and exhibits shall incorporate Owner's program requirements and shall include structural concepts, Site utilization plans, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until an acceptable design concept has been approved by Owner. Architects shall participate in weekly progress meetings with representatives of Owner and shall coordinate with Project Executive formal design presentations at times indicated on the Project schedule.
- 4.7.3 Prepare and submit to Owner for approval:
- 4.7.3.1 Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed;
- 4.7.3.2 Floor plans and elevations at a scale acceptable to Owner as necessary to convey the architectural design, and tabulation of both gross and assignable floor areas including a comparison to the initial program area requirements; prepare mounted presentations and rendered perspectives.
- 4.7.4 Reports and exhibits shall indicate clearly the considerations involved including, but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to Owner and set forth Architect's findings and recommendations.
- 4.7.5 Architect shall provide a narrative report by each design discipline describing their proposed design philosophy with a description of, and the rationale for, the proposed structural, mechanical, electrical, electronics, plumbing, fire safety, security systems, types of equipment, materials and finishes. The rationale shall include initial costs, lifecycle costs, life expectancy and maintenance considerations.
- 4.7.6 Prepare a preliminary Systems Narrative document of the primary goals and assumptions behind design considerations that were made to meet the Owner's Project Requirements. The Systems Narrative shall address each discipline, with a description of, and the rationale for design approach, including estimated or relative capital costs, approximate or relative life expectancy, maintenance considerations including ease and accessibility, and relative life-cycle costs. The following systems shall be included:
- (1) HVAC.
 - (2) Plumbing and domestic hot water; Primary choice of supply, and waste management, including alternative systems reviewed and rationale for selection or exclusion.
 - (3) Electrical distribution.
 - (4) Electronics and security systems, in terms of consideration of appropriate infrastructure to support the systems, and as needed to support the ISP.
 - (5) Lighting and lighting controls.
 - (6) Structural and other infrastructure systems.
 - (7) Consideration of emergency power systems including UPS and generators.
 - (8) Consideration of Fire Protection systems.

(9) Landscaping, preliminary layout only.

The Narrative shall include the following information at minimum:

- 4.7.7 (1) Describe systems, components and methods for achieving the objectives of the Project.
- (2) A discussion of equipment maintainability.
- (3) Consideration of relative energy performance.
- 4.7.8 (4) Ventilation strategies and methods.

Identify approximate, location and capacity of service utilities for the renovated facility including;

- (1) Domestic water.
- (2) Firefighting water.
- (3) Sewage.
- (4) Natural gas.
- (5) Compressed air.
- (6) Chilled water.
- (7) High temperature hot water.
- (8) Electricity.
- (9) Telephone.
- (10) Data communications.
- (11) Security.
- (12) Video surveillance recording.
- (13) Video visitation.
- (14) Fire alarm.
- (15) Cable TV.
- (16) Fire Suppression.

- 4.7.9 Prepare a Fire and Emergency Response Matrix. This matrix shall list all equipment and components (air handlers, dampers, valves, etc.) with their status and action during a fire alarm and under emergency power.

Prepare an update of the Code Analysis.

4.8

Opinion of Probable Project Costs: Work with CM/GC to prepare reports on Architect's opinion of probable Project costs based on the schematic layouts, sketches and conceptual design criteria provided including, but not limited to, the following that will be separately itemized. The total of all such costs, contingencies and allowances are hereinafter called "**Total Project Costs**". Reports shall include:

- 4.8.1 Estimate of Probable Total Construction Cost (defined as the total anticipated cost of the construction contract to be let to a general contractor)
- 4.8.2 Allowance for engineering costs and contingencies within the scope of Architect's Services, and, solely on the basis of information furnished by Owner, allowances for any other expected charges of all other professionals and consultants,
- 4.8.3 Allowance for any other reasonably expected Project costs,
- 4.8.4 Based upon information provided by Owner, allowance for other services to be provided by others for Owner.

4.9 Design Schedule Report: A report on the anticipated schedule for Project design, including a detailed schedule of progression and submittals of drawings and specifications in the subsequent phases, verifying Architect's ability to conform to the Contract schedule and the schedule mandated by SB 1022 to ensure the County's fulfillment of the state funding conditions .

4.10 Attend Required Meetings: Attend meetings with the community, representatives of Owner, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the Project.

4.11 Interface with Owner Groups: Throughout all phases of programming and schematic design, Architect shall work with, coordinate with, interface with, exchange ideas and design materials with, and include throughout the decision-making process the Sheriff's Office and its consultants. Architect acknowledges and agrees that the Sheriff's Office and its independent consultants shall have an active role in design development of the programming and schematic phases. Architect shall seek input from Owner groups and prepare a report covering identifying responses and resolutions to the following:

4.11.1 Is the design consistent with the County's mission, philosophy, and objectives?

4.11.2 Does the design fully meet operational requirements (as detailed in the functional/operational program)? Is the design completely consistent with the architectural program?

4.11.3 Have any spaces been left out or added inadvertently?

4.11.4 Is the design capacity correct? Does the flow work well? How is the security zoning?

4.11.5 What are the relationships *among* components (e.g., the relation of food services to staff dining, warehouse, housing units, medical areas, vocational areas, recreational areas and the inmate store) and *within* components. This is needed only if adjacency relationships have not been fully resolved during architectural programming).

4.11.6 Are there adjoining buildings or areas into which inmates in cells and other areas should not be able to see?

4.11.7 Are there any building materials that the County wants to use or avoid?

4.11.8 How many staff would each design option require?

4.11.9 Have County user groups prioritized design alternatives based on estimated costs?

4.11.10 What are the needs for transitioning from the County's prior programs and area usage to the new Project facility and for occupancy of the new Project facility?

Meetings: Consultant shall attend the following meetings as part of Consultant's Basic Services:

4.12.1 Design Review Workshop, 2 days each – Quantity 2 (30% and 60% complete).

4.12.2 100% Draft Submittal Review Comments Workshop, 2 days.

5. Design Development Phase

5.1 Period of Service

- 5.1.1 After acceptance by Owner of the required deliverables in the Schematic Design Phase, and upon written authorization from Owner, Architect shall proceed with the performance of the services called for in the Design Development Phase.
- 5.1.2 Architect shall submit the deliverables required by the Design Development Phase including preliminary design documents and a revised opinion of probable Total Project Costs, within the stipulated period indicated in Appendix C, "Milestone Schedule".

5.2 General Scope of Project and Final Design Criteria: After consultation with Owner and on the basis of the accepted schematic, study and report documents, determine the general scope, extent and character of the Project and establish final design criteria. Participate in weekly progress meeting with Owner's personnel and Sub-consultants.

5.2.1 General Adult Detention Facility Design Criteria Items:

5.2.1.1 Incorporation of all other design elements required for highly functional adult detention facility. Key items for consideration in design development include without limitation:

- a. Are there blind spots caused by columns or any thing else? Can these be eliminated or minimized?
- b. What materials are proposed in inmate areas? Are they durable, easy to maintain, and appropriate for the population category?
- c. What composes the security perimeter? Are the windows, walls, ceilings, floors, doors, locks, and sally ports sufficient to keep inmates from escaping?
- d. Is there anything in cells or showers that inmates could use to hang themselves?
- e. Are windows in the right places for staff visibility? Would any of the windows allow inmates views that may compromise security or privacy?
- f. Are doors in locations that will work well with furniture and equipment? Should any doors be moved to enhance desired movement or control?
- g. Are staff stations and control rooms laid out ergonomically, so that necks, arms, and eyes are not strained?
- h. Is the facility fully compliant with the Americans with Disabilities Act (ADA), applicable building codes, and state and (where adopted) national standards, such as those of the American Correctional Association (ACA)?
- i. How will the renovated areas work in various types of emergencies? Where will inmates go in case of fire (and fire drills) or hostage situations?
- j. Will staff, inmates, and visitors always feel safe? What else would make them feel safer? How will attempts at bringing in contraband—by visitors, incoming and returning inmates, staff, vendors, and repair people—be stopped?
- k. How can structural and mechanical systems and utilities facilitate expansion?
- l. Are the staffing plan and design fully compatible? If not, have adjustments to either or both been made?

- 5.3 Design Requirements. The design of the Project shall provide the following:
- 5.3.1 Fire safety. The provisions of Title 19 and Title 24, Part 2 as they relate to detention facilities shall be incorporated into the renovation design.
 - 5.3.2 Suicide Hazards. Architectural plans shall be reviewed by the BSCC for the purpose of reducing hazards posed by fixtures and equipment which could be used for an act of suicide by an inmate. The facility design shall avoid any surfaces, edges, fixtures or fittings that can provide an attachment for self- inflicted injury.
 - 5.3.3 Health and sanitation. Provisions of Subchapter 4, Title 15, California Code of Regulations, and of the California Retail Food Code as they relate to detention facilities shall be incorporated into the facility design.
 - 5.3.4 Staff and inmate safety. Facilities shall be designed and/or equipped in such a manner that staff and inmates have the ability to summon immediate assistance in the event of an incident or an emergency.
 - 5.3.5 Heating and cooling. Provision shall be made to maintain a living environment in accordance with the heating, ventilating, and air conditioning requirements of the energy conservation requirements of Title 24, California Code of Regulations.

- 5.4 Design Development Documents: Prepare Design Development Documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project, together with renderings and models if required. These Preliminary Design documents shall include, but are not limited to:
- 5.4.1 Site plans, architectural, structural, landscaping, mechanical and electrical floor plans, elevations; cross sections and other mutually agreed upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements; and
 - 5.4.2 Outline specifications for each specification section, with Part 2 of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, mechanical and electrical systems; and

- 5.4.3 If appropriate, a tabulation of both gross and assignable floor areas in a comparison to the approved schematic program area requirements and to the initial program area requirements.
- 5.4.4 If appropriate, Architect shall provide to Project Director for Owner's approval a color and materials board, samples of textures and finishes of all materials proposed in the Services.
- 5.4.5 Prepare a Basis of Design (BOD) using the previously prepared Systems Narratives document, and include assumptions and calculations behind design decisions that were made to meet the Owner's Project Requirements. Include in the BOD the following:
- a. Describe systems, components and methods for achieving the Project Manual objectives. For example, for a rooftop air conditioning unit include system alternatives considered and excluded, and why; sizing; efficiencies; areas served; capacity; control details, and; vibration criteria. If Consultant is designing around a specific system or manufacturer, the narrative shall include specific details of the system, and an analysis of the availability of other suppliers and manufacturers to meet the requirements:
 - (1) A discussion of equipment maintainability.
 - (2) Energy performance and consumption.
 - (3) Ventilation strategies and methods.
 - (4) Primary load calculations for equipment sizing including design and energy modeling assumptions for the following:
 - a) Occupant density and function.
 - b) Indoor Environmental Conditions.
 - c) Outdoor conditions.
 - d) Glazing fraction, U-values and shading coefficient.
 - e) Wall and ceiling R-values.
 - b. Prepare the Sequence of Operation for the HVAC system. All sequences shall be written in small statements, each with a number for reference. For a given system, numbers will not repeat for different sequence sections, unless the sections are numbered. Sequence of Operation to include the following:
 - a) An overview narrative of the system (1 or 2 paragraphs) generally describing its purpose, components and function.
 - b) All interactions and interlocks with other systems.
 - c) Detailed delineation of control between any packaged controls and the building automation system, listing what points the BAS monitors only and what BAS points are control points and are adjustable.
 - d) Written sequences of control of packaged controlled equipment.
 - e) Start-up sequences.
 - f) Warm-up mode sequences.
 - g) Normal operating mode sequences.

Shutdown sequences

- i) Unoccupied and override mode sequences.
 - j) Shutdown sequences.
 - k) Capacity control sequences and equipment staging.
 - l) Effects of power or equipment failure with all standby component functions.
 - m) Detailed sequences for all control strategies, e.g. economizer control, optimum start/stop, staging, optimization, etc.
 - n) Sequences for all alarms.
- c. Provide initial and recommended values for all adjustable settings, setpoints and parameters that are typically set or adjusted by operating staff; and any other control settings or fixed values, delays etc. that will be useful during testing and operating of the equipment.
- d. Prepare an update of the Code Analysis
- e. Using equipment placed into BIM model by Consultant, provide Owner with a schedule of this equipment including item reference number and quantities. Provide equipment list for each design review submittal.

h) Shutdown

s

5.5

Design Development Phase Drawings: Provide drawings that indicate the scope of work included in the bid package with sufficient detail to enable preparation and review of an accurate cost estimate including, but not limited to, the following descriptions of minimum requirements for a design development submittal, which shall be augmented as necessary to show design intent and to prepare an accurate estimate of construction cost.

5.5.1 Architectural Drawings

5.5.1.1 Floor plans that clearly show:

- a. Finish schedule
- b. Principal dimensions
- c. Wall types clearly identified
- d. Security zones and perimeters
- e. Room and door numbers, and a numbering plan for the entire facility
- f. Sufficient sections and details to enable a reasonable material takeoff
- g. Contractor-furnished and Owner-furnished equipment list incorporated in layout

- 5.5.1.2 Reflected ceiling plans that clearly show:
 - a. Ceiling material
 - b. Access hatches
 - c. Room numbers
 - d. Partitions coordinated with the floor plans
 - e. Mechanical and electrical features coordinated with mechanical and electrical system drawings

- 5.5.1.3 Elevations that clearly show:
 - a. Types of surface materials
 - b. Dimensions from finish floor to tops of walls
All openings without dimensions but coordinated with
 - c. door and window schedules

- 5.5.1.4 Sections that clearly show:
 - a. Any security considerations
 - b. Firewall conditions at tops of walls

c. All essential building parts and materials

5.5.1.5 All door, window, glazing and hardware schedules complete with sufficient detail to show the agreed-upon form and style

5.5.1.6 All items intended to be permanently affixed to the building.

5.5.2 Structural Drawings

5.5.2.1 Floor plans that clearly show:

- a. Principal dimensions
- b. All columns, shear walls, shafts and stairs
- c. Coordination of structure with architectural floor plans
- d. Sections cut and details to identify the proposed type of any seismic separation and seismic retrofits
- e. Sufficient section and detail bubbles to show where sections and details can be found

- 5.5.2.3 Sections and details that clearly show:
 - a. Design intent
 - b. All important connections
 - c. Coordination with other structural plans
 - d. Logical placement to allow easy location of sections and details

5.5.3 Mechanical and Plumbing Drawings

- 5.5.3.1 Mechanical and Plumbing plans that clearly show:
 - a. Room numbers
 - b. Locations of all major pieces of equipment
 - c. Layout and sizing of all ductwork and piping
 - d. Symbol list coordinated with symbols on plans
 - e. All points-of-connection including invert elevations
 - f. Sufficient section and detail bubbles to show where sections and details can be found
 - g. Details of connection to existing systems
 - h. Relocations of existing systems versus new systems

- 5.5.3.2 Equipment and fixture schedules that clearly show:
 - a. All fixtures identified
 - b. All mechanical equipment identified and sized

5.5.4 Electrical Drawings

- 5.5.4.1 Lighting and power plans that clearly shows:
 - a. Room numbers
 - b. Single line diagrams of services and systems
 - c. Symbol list coordinated with symbols on the plans
 - d. Lighting plans coordinated with reflected ceiling plans

- e. Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines
- f. Sufficient section and detail bubbles to show where sections and details can be found
- g. Details of connection to existing systems
- h. Relocations of existing systems versus new systems

5.5.4.2 Equipment and fixture schedules including lighting.

5.5.4.3 Security, alarm, intercom, public address (PA), closed-circuit TV (CCTV), distress call and similar electrical and electronic systems.

5.5.5.2 Site utility plans that clearly show:

- a. All connections to off-Site utilities
- b. All points-of-connection including invert elevations
- c. All drainage systems and other utilities located and sized
- d. Security systems with appropriate redundancy

5.5.7 Other Items:

5.5.7.1 Outline Specifications describing the size, character and quality of the entire Project, including locations of materials; types of structural, mechanical, electrical and security systems.

5.5.7.2 Engineering Calculations clearly presented for all disciplines, including realistic loads, and sufficiently complete for Construction Documents to proceed.

5.5.7.3 Any other items required to address matters included in Paragraphs 5.2 and 5.3 above.

5.6 Additional Data or Services: Advise Owner in writing if additional data or services of the following types are necessary and, as Additional Services, assist in obtaining such data and services as directed in writing by Project Executive:

5.6.1 Data prepared by or services of others including, without limitation, probings and wall, floor or ceiling opens needed for explorations, laboratory tests and inspections of samples, materials and equipment;

5.6.2 Appropriate professional interpretations of the foregoing;

5.6.3 Environmental assessment and impact statements, Site assessments;

5.6.4 Zoning, deed and other land use restriction; and

- 5.6.5 Other special data or consultations necessary or useful in completion of the Project.
- 5.7 Report on Additional Information Required: Advise in writing if any of the following are required:
- 5.7.1 Governmental permits of any type;
- 5.7.2 Reports of any type to governmental agencies;
- 5.8 Revised Opinion of Probable Total Project Costs: Based on the information contained in the Preliminary Design documents, submit a revised opinion and more detailed estimate of probable Total Project Costs and times of completion of the Project, coordinated with the Master Schedule.
- 5.9 Review with Owner: Prepare for approval by Owner written design criteria for mechanical and electrical systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas).
- 5.10 Lifecycle and Alternates Workshop
- 5.10.1 Participate with Project Executive and any other consultants designated by Project Executive in the conduct of an approximate, not to exceed eight hour Lifecycle and Alternates Workshop. This session may be held during any appropriate stage of the design phase.
- 5.10.2 Participate, and arrange for the participation of Sub-consultants in the Lifecycle and Alternates Workshop and provide with Sub-consultants lifecycle analysis on all major components and equipment and cost/benefit of alternate systems and materials.
- 5.10.3 Prepare and submit to Project Executive for Owner's approval comparative cost studies of proposed major building systems for analysis in the Lifecycle and Alternates Workshop. Studies shall include first cost and lifecycle cost for all major components and equipment. Study shall estimate the yearly energy savings which shall be anticipated and shall list alternatives for systems and materials.
- 5.11 Value Engineering Workshop.
- A formal Value Engineering (VE) Workshop will be held immediately following one of the design review workshops. The Workshop will be organized by the Construction Manager. Architect shall be an active, integral participant in this exercise by assisting in questions and ideas presented by others, including general "on-the-spot" opinions of cost impact provided during the workshop. The intent of the Workshop is to analyze each discipline in terms of architecture, mechanical, electrical, plumbing and security in order to identify areas for potential cost savings without negatively impacting the design. Once the items are identified, their cost savings will be estimated by the Construction Manager, then Architect shall participate in a meeting to, on an individual basis, acceptance or reject each VE item. Both the positives and negatives shall be identified by Architect for each suggestion so as to ensure that no decision is made in a vacuum, and to assist Owner's effort to achieve economic integrity of the proposed renovations.
- 5.12 General Attendance of Required Meetings: Attend meetings with the community, representatives of Owner, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the Project.
- 5.13 Design Development: After written authorization to proceed with the design development, Architect shall:

- 5.13.1 Provide technical criteria, written descriptions and design data for Owner's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist Owner in consultations with appropriate authorities.
- 5.13.2 Prepare a comprehensive update on estimates of probable Total Project Costs and times of completion coordinated with Master Schedule, caused by changes in scope, extent or character of design requirements.
- 5.13.3 Prepare for review and approval by Owner, its legal counsel and other advisors, Supplementary Conditions to the construction contract, and (where appropriate)

additional bidding requirements for inclusion in existing bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

5.13.4 Make full written disclosure to Owner, and obtain Owner's express written approval of:

5.12.4.1 Any provisions in the final drawings and specifications that operate to shift design responsibilities from Architect to Contractor, through performance specifications or any other means;

5.12.4.2 Any proposed innovative, unique, proprietary or sole source design features.

5.14 Work Phasing Recommendations: Prepare recommendations for phasing of the construction work to minimize disruptions and interferences with Owner's operations and any concurrently proceeding construction activities. Meet and discuss phasing recommendations with Owner, Project Executive and the CM/GC. This phasing may be incorporated into Construction Contract documents. Complete phasing recommendations as part of the Construction Documents Phase services.

5.15 Report: Provide a written report to Owner that the final design, as expressed in the final plans and specifications, will meet the standard of care of a specialist in design of adult detention facilities, including, but not limited to, the following attributes:

5.15.1 Its constructability, workability and biddability;

5.15.2 The finished construction meeting the required levels of structural integrity, water tightness, durability, maintainability, sustainability, and security, if faithfully carried out;

5.15.3. The completed Project meeting the required levels of health and sanitation and safety of inmates, staff, and visitors,

5.15.4 The completed Project conforming to the requirements of all applicable laws, statutes, regulations and ordinances.

5.15.5 Does not call for the use of hazardous materials.

5.16 Review of the Final Design by Owner: Participate and cooperate fully in a review of the Final Design by Owner, and any consultants engaged by Owner, to assess the constructability of the final design. Respond to Owner comments and incorporate comments as necessary.

5.17 The Design Development Documents shall include construction phase requirements of Owner set forth in the BSCC and PDCA Agreements.

5.18 Design features and limitations required by the approved CEQA Document shall be included in the Design and Technical Specifications. Construction phase monitoring and reporting requirements required by the adopted Mitigation Monitoring Program shall be included in the Project Manual.

Meetings: Consultant shall attend the following meetings as part of Architect's Basic Services:

- a. Design Review workshop at 25% complete, 2 days.
- b. Lifecycles and Alternates Workshop, 1 day
- c. Design Review Workshop at 50% complete, 2 days, followed by Value Engineering Workshop, 1 day.
- d. Design Review Workshop at 75% complete, 2 days, followed by Value Engineering Workshop Follow-up Meeting, 4 hours.
- e. Draft 100% Review Comments Workshop, 2 days.

6. Construction Document Phase

- 6.1 Period of Service: After acceptance by Owner of the Design Development Phase documents and revised opinion of probable Total Project Costs, and upon written authorization from Owner, Architect shall proceed with the performance of the services called for in the Construction Document Phase; and shall deliver required deliverables in Appendix D under this phase, within the stipulated period indicated in Appendix C, "Milestone Schedule".

6.2 Final Drawings and Specifications

- 6.2.1 On the basis of the accepted Design Development documents and the comprehensive update on estimates of probable Total Project Costs and times of completion for the Project, coordinated with the Master Schedule, prepare for incorporation in the Contract Documents final drawings (hereinafter called "**Drawings**") and Specifications to show the work to be furnished and performed by Contractor. Drawings and Specifications shall set forth in detail the requirement for construction of all work to be performed by Contractor.
- 6.2.2 Final Drawings shall be prepared in accordance with Owner's standards Final technical specifications shall be prepared in conformance with the thirty two division format of the Construction Specification Institute. Architect shall cooperate with Owner in coordinating the Drawings and technical specifications with Owner's Divisions 0 and 1 standard specifications and in jointly revising Owner's standard specifications. Architect shall provide whatever Division 1 construction contract specifications necessary for the Project and not supplied in Owner's standard forms.
- 6.2.3 Submittal to BSCC / State Fire Marshal: All construction documents shall be brought to a ninety-five percent (95%) level of completion for BSCC/State Fire Marshal submittal. Owner may conduct a peer review of the completed construction documents, including submittal of a list of revisions required to complete the documents. Architect shall complete drawings and specifications following BSCC and State Fire Marshal submittal and review in accordance with the SB 1022 RFP requirements, including completion of all Sub-consultant services, fully coordinate drawings and specifications, and perform a quality control review. The same Architectural and Sub-consultant team (and team personnel) preparing the BSCC submittal shall complete the drawings and specifications.
- 6.2.4 Indicate the locations of movable furniture and equipment on BIM—if not in scope of Contract Documents, indicate "not in contract" (NIC) on drawings—including "interior landscape" partitions and equipment. Differentiate between movable furniture and equipment and built-in furniture and equipment. Indicate if equipment is Owner Furnished Contractor Installed (OFCl) or Owner Furnished Owner Installed (OFOI). Provide an updated, BIM-generated list of moveable equipment and quantities using updated list provided by Owner.
- 6.2.5 As part of the Construction Documents phase, Architect shall provide information to the Owner for Owner's use in completing the Project Manual. The information to provide Owner is as follows:
- a. Special Conditions.
 - b. Sole-source items.
 - c. Required permits.
 - d. Equipment to be commissioned.
 - e. Equipment needing operation and maintenance information.
 - f. Tests to be performed by the Contractor.
 - g. Quality Control Special Inspectors.
 - h. List of Confined Spaces.
 - i. List of Outside References.
 - j. List of Extended Warranties.
 - k. Submittal review times.

- I. CEQA Mitigation Measures.
- m. Document Coordination Check.

6.2.6 Consultant shall complete, coordinate, and assemble the Project Manual including the Introductory Information, Bidding Requirements, Contracting Requirements, General Requirements, and Technical Specifications. Construction Manager will provide the Bidding Requirements, Contracting Requirements, and General Requirements.

6.2.7 Architect shall prepare the Construction Documents consistent with the requirements of the Owner's Project Manual, which shall be provided to Architect and include:

- a. Quality Control (QC) Specialist Table.
- b. QC Documentation.
 - (1) List of systems Architect recommends be Commissioned,
 - (2) Architect shall prepare for Owner's review, the list of systems and components requiring Operation and Maintenance manuals, and shall solicit the Commissioning Agent's list of systems to be included.
 - (3) Architect shall prepare and include in the Project Manual, a list of all existing permit-required confined spaces.
 - (4) Sole source items:
 - a) Pursuant to Public Contract Code §3400, Architect shall verify that:
 - 1. Technical Specifications do not limit bidding, directly or indirectly, to any one specific concern.
 - 2. For performance-type specifications there are at least two suppliers that can meet Architect's performance specification, unless criteria for a sole source supplier per Public Contract Code section 3400 is met.
 - 3. Bid Documents do not call for a designated material, product, thing, or service by specific brand or trade name unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. If aware of an equal product manufactured in this state, name that product in the specification.
 - b) Architect shall verify, and provide all necessary information and supporting documentation, that each sole source product required by the Technical Specifications is specifically approved in writing by the Project Executive and itemized and listed in Project Manual "Notice to Bidders".
 - c) If the Owner approves the use of a sole source product, Architect shall add the words, "no exceptions" to the sole source item where it is identified in the Construction Drawings or Technical Specifications, and assist the Owner in adding the words, "no exceptions" to other applicable places in the Project Manual.
 - (5) Architect shall verify that all page numbers, Part and Section references, and Drawing List references contained within the Project Manual are correct.
- c. Drawings:
 - (1) Architect shall complete, coordinate, and assemble the Drawings.
 - (2) Architect shall verify that all Drawing numbers, detail numbers, and Project Manual references indicated on the Drawings are correct.

- (3) Architect shall verify that all General Notes included on the Drawings do not conflict with the provisions and requirements of the Project Manual.
- (4) Architect shall verify that all sole source Products identified on the Drawings are also identified in the Technical Specifications and in Project Manual, "Notice To Bidders".

6.3 Compliance with Codes, Regulations and Requirements: Comply with the standard of care of a specialist in design of adult detention facilities when preparing Drawings and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, applicable to the Services including, but not limited to, environmental, energy conservation, and disabled access requirements, regulations and standards of the BSCC and State Fire Marshal having jurisdiction over the Project.

6.4 Compliance With State Standards: Without limiting Paragraph 6.3 above, all plans, specifications, structural design calculations, site data, and cost estimates required by State law including without limitation, the California BSCC, California Penal Code and Code of Regulations, shall comply with State standards. Architect shall prepare and submit the application for approval of the plans and specifications by BSCC. A "check set" shall be submitted by Architect to BSCC, and any changes or corrections required by the BSCC shall be made by Architect. Any other requirements of BSCC or any other authority with jurisdiction shall be complied with. Deliver to Owner two (2) complete sets of final BSCC-approved plans and specifications, or as otherwise required by state authorities.
Architect shall designate a contact person for the duration of the State approval process.

6.5 Drawings and Specifications: The Drawings and Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements.

- 6.6 Revised Opinion of Probable Total Project Costs: Based on the information contained in the Drawings and Specifications, work with CM/GC to submit, once at 50% completion and again at 90% completion, a revised opinion and more detailed estimate of probable Total Project Costs and times of completion of the Project, coordinated with the Master Schedule.
- 6.7 Consultant shall not use exculpatory language in preparation of the Construction Documents. If there are quantities of items that cannot be determined, either because the Contractor actually provides some portion of the design (for example Coordination Drawings), or there may be site conditions that cannot be fully explored, then Consultant should identify known quantities and state words to the effect: "Base bid on providing XX widgets, access panels, etc. The County will issue a change order, with appropriate compensation, to adjust this number up or down." Consultant is not required to provided quantities of ancillary parts, such as pipe hangers, where Consultant provides instead code or other specification that provides clear definition for contractor to determine such quantities.
- 6.8 All Construction Documents Phase submittals shall be stamped and signed by the Design Professional(s) of Record as appropriate for the submittal.
- 6.9 Consultant shall provide simplified Floor Plans of all floors, in Owner-approved format.
- 6.10 Consultant shall provide a preliminary report indicating how each project-specific CEQA Mitigation Measure was incorporated into the Contraction Documents and a table referencing the applicable Drawing number and/or Project Manual section satisfying the requirement.
- 6.11 Consultant shall assist, if needed, Owner's Commissioning Agent prepare a Systems Manual describing the operation of all systems and equipment designed into the Project.
- 6.12 Consultant shall provide an updated Energy Consumption Report including estimates of annual utilities consumption by month for the Project. The report must include energy calculations for each significant component of the Project and must include a narrative on why the particular components were selected and what alternatives were considered. Maintenance requirements for energy savings components must also be addressed in the report.
- 6.13 Consultant shall include in the construction contract documents the requirement for contractor to provide a first-year of maintenance service for HVAC equipment, including replacement filters and other maintenance-level replacement parts, to be provided to Owner.
- 6.14 Meetings: Architect shall attend the following meetings as part of Architect's Basic Services:
- a. Design Review Workshop at 30% complete, 2 days.
 - b. Draft 60% Submittal and Review Comments Workshop, 2 days, followed by Local Vendor Outreach and Prequalification workshop, 2 hours (organized by Construction Manager).
 - c. Draft 100% Submittal and Review Comments Workshop, 2 days.

7. **Bidding Phase**

7.1 Bidding: See Paragraph 1.1.3 above regarding general procurement matters. After written authorization to proceed with the Bidding Phase, Architect shall:

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- 7.1.1 If requested by Owner prepare bid packages for separate trade contractor bidding.
- 7.1.2 Attend Pre-Bid Conferences and Site Visits.
- 7.1.3 Assist Owner in advertising for and obtaining bids for each separate trade contract for construction, materials, equipment and evaluating bids;
- 7.1.4 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.
- 7.1.5 Consult with Owner concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
- 7.1.6 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. Where appropriate, obtain BSCC approval.
- 7.1.7 Attend the bid openings and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- 7.1.8 Prepare a conformed set of drawings and specifications, reflecting the changes made and approved by the Owner during the Bidding Phase.
- 7.1.9 Consultant shall assist the Construction Manager to prepare bid packages for contractor bidding.
- 7.1.10 Contractor Prequalification:
- (1) Consultant shall recommend prequalification criteria and assist Owner in preparation of the prequalification documents.
 - (2) Consultant shall participate with Owner and Construction Manager in evaluation of prequalification submittals.
- 7.1.11 Consultant shall attend Pre-Qualification or other Pre-Bid Conferences, and Pre-Bid Job Walk site visits.
- 7.1.12 Consultant shall advise Owner and Construction Manager as to the acceptability of subcontractors, 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.
- 7.1.13 Consultant shall advise Owner and Construction Manager concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
- 7.1.14 Consultant shall answer bidders' questions relating to the Contract Documents, develop corrections or clarifications as required, and prepare all Addenda for issuance by Owner or Construction Manager. Addenda shall be signed by the appropriate design professional and indicate its Registration or License Number. Preparation of Addenda is part of the Consultant's Basic Services and shall be prepared by the Consultant at no additional cost to the County. Where required or appropriate as determined by the Owner, Consultant shall obtain BSCC approval for such Addenda.
- 7.1.15 Consultant shall prepare a conformed set of drawings and specifications, reflecting the changes made and approved by the Owner during the Bidding Phase.
- 7.1.16 Consultant shall advise and assist Owner and Construction Manager regarding acceptance or rejection of Bids.
- 7.1.17 Owner and /or Construction Manager will administer the Bidding process.

7.2 Where Bids Exceed Budget: If the cumulative total of all lowest responsible, responsive bid received from all trade sub-contractors plus amounts otherwise payable to CM/GC exceed, or if based on trade sub-contractor bids received to date, Owner reasonably determines that they will exceed, the latest approved Estimate of Probable Total Construction Costs (as contained within the estimate of Total Project Costs), Owner may, at its discretion:

7.2.1 Award the contracts to the lowest responsible, responsive bidders, and give written approval of an increase in Owner's budget.

7.2.2 Reject some or all bids and rebid the applicable contracts.

7.2.3 If the cumulative bid amount is or is reasonably expected to be more than 10% greater than the Architect's latest accepted Estimate of Probable Total Construction Cost rendered during the Construction Documents Phase, Owner may require Architect to revise the scope of work to be performed by CM/GC and trade sub-contractors or its quality, or both, so as to reduce the Project

Construction Cost for the work, while still meeting Owner's Project objectives and the Project Scope of Work stated in the BSCC Joint Construction Agreement (JCA) and CDCR Project Delivery and Construction Agreement (PDCA). Architect shall at its expense, if so directed by Owner, modify the Construction Documents in order to reduce the Project Construction Costs for the work to be performed by the CM/GC and trade sub-contractors within the Project budget. If Architect's modifications are unable to achieve the JCA and PDCA-defined scope of work, as determined by the BSCC and CDCR, for the cost of the Owner's budget, Architect shall prepare the documents and provide the assistance necessary to achieve BSCC and CDCR approval of a scope change.

7.2.4 Abandon the Project and terminate this Agreement.

7.3 Meetings: Consultant shall attend the following meetings as part of Consultant's Basic Services:

- a. Pre-Bid Conference and Job-Walk (organized by Construction Manager), by remote Video Conference and local Consultant staff.
- b. Bid Opening (organized by Construction Manager), by Remote Video Conference and local Consultant staff.

8. Construction Phase

8.1 Period of Service: The Construction Phase will commence with the issuance to the CM/GC of the Notice to Proceed with Construction under the CM/GC's prime contract, and will terminate upon written recommendation by Architect for final payment on that prime contract.

8.2 General Administration of Construction Contract

8.2.1 Architect shall review Document 00 7200 General Conditions and Division 1 Specifications (herein called the "**General Conditions**") prior to award of the Construction Agreement, and shall perform all duties therein which indicate will be performed by the "Architect" or "Architect/Engineer".

8.2.2 Architect will have authority to act on behalf of Owner to the extent provided in the General Conditions of the Construction Contract, provided, however, that Owner may, in its sole discretion, issue instructions directly to Contractor if notice of such instructions is given to Architect as soon as practicable thereafter.

8.2.3 Architect will work with Owner, Project Executive, CM/GC, and any Project Inspectors, testing agencies, and governmental agencies as set forth in the General Conditions and this Contract. Architect consents to Owner's retaining of a construction manager who may perform some or all of the functions assigned to Project Executive in this Agreement.

8.2.4 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**".

8.2.5 Architect and Resident Project Representative (if required) shall attend the Preconstruction Conference.

8.2.6 State Notification: Architect shall, after approval of the plans and specifications by the BSCC, CDCR and State Fire Marshal, and as soon as all required construction contracts are let, but before construction is started, provide notice to BSCC as required by the JCA, PDCA and California Code of Regulations.

8.3 Visits to Site and Observation of Construction

8.3.1 Architect shall make visits to the Site at intervals appropriate to the various stages of construction as Architect deems necessary in order to observe, as an experienced and qualified design professional, and sufficient to prepare the Verified Reports and any other reports or certifications required by the California Penal Code and Code of Regulations, or by any other authority, on the progress and quality of the various aspects of Contractor's work. Architect shall provide Owner with copies of all records and reports of Site visits within forty-eight (48) hours of the Site visit.

- 8.3.2 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.
- 8.3.3 Architect shall establish and maintain to the satisfaction of Owner, a computer database compatible with the database maintained by Owner. The Architect's database shall maintain complete and accurate records regarding defective work, work not in conformance with drawings and specifications, and lack of progress of work, and shall cross reference such work to the drawings and specification sections violated. Architect shall make such database available to Owner at all reasonable times and turn over the database to Owner upon completion or termination of this Agreement.
- 8.3.4 Architect shall not, during visits or as a result of observations of Contractor's work in progress, supervise, direct or have control over Contractor's work.
- 8.4 Resident Project Representative: Unless agreed specifically otherwise, Architect shall not provide the services of a Resident Project Representative at the Site to assist Architect to provide continuous observation of the Project.
- 8.5 Defective Or Nonconforming Work: Architect shall make written recommendations to Project Executive to disapprove or reject Contractor's work, or to accept Contractor's work with a reduction in Contract Cost, while it is in progress if Architect believes such work is defective or will not produce a completed Project that conforms to the Contract Documents or that such work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 8.6 Interpretations, Clarifications and Corrections
- 8.6.1 Architect shall issue necessary interpretations, clarifications, Architect of Bulletins, and Request for Information (RFI)-Replies regarding the Contract Documents and in connection therewith assist Project Executive with supplemental instructions and change orders as required, with reasonable promptness (no longer than two (2) working days) so as to cause no delay to Contractor or the Project.
- 8.6.2 Architect shall, at its own expense, make all revisions and changes to the Drawings and Specifications as directed by Owner to correct errors, omissions or conflicts.
- 8.6.3 On change orders, prepare the scope of work, justifications and estimate of the cost where necessary.
- 8.7 Verified Reports: Architect shall make the "verified reports" required by the California Penal Code and Code of Regulations, according to the form and schedule required by those codes and BSCC.
- 8.8 Review of Submittals and Requests for Information
- 8.8.1 Architect shall review, approve or take other appropriate action as set forth in the General Conditions in respect of Shop Drawings, Samples and other data which Contractor is required to submit under Specification 013000 Submittals (collectively referred to herein as "**Submittals**"), and review and reply to RFI's, for conformance with the design concept of the Project and the intent of and compliance with the Contract Documents, with reasonable promptness so as to cause no delay to Contractor or the Project. In no event shall Architect respond

to RFI's longer than two working days after their receipt and other submittals any longer than ten (10) days after their receipt.

- 8.8.2 Reviews, approvals and other actions taken shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto, unless same has been expressly specified by Architect.
- 8.8.3 Architect shall, for the purpose of performing its review obligations herein, employ and engage personnel who are sufficiently qualified to conduct meaningful review of the Shop Drawings, submittals and requests for clarification.
- 8.8.4 Architect shall maintain to the satisfaction of Owner a computer based system to record, control and manage the review of Submittals and RFI's, which shows the interrelationships among and between such documents and requests for changes or claims, Bulletins and/or potential and/or approved change orders, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to Owner at all reasonable times.
- 8.8.5 Architect shall provide to Project Executive for Owner approval two copies of a color schedule, samples of textures and finishes of all materials in the work at the Project.
- 8.8.6 Architect shall provide submittal copies to commissioning authority if applicable for concurrent review during these review durations.
- 8.8.7 Architect shall notify Owner immediately of any potential delays in meeting the response times stated in this Part of the PSA.
- 8.8.8 Architect shall immediately notify Owner of any submittal review comment that could result in a Change Order.
- 8.8.9 If the Architect makes notes on the Contractor's Submittal that constitute a change to the requirements of the Contract Documents, Architect shall state in Architect's Submittal response that a Change Order request will be issued and immediately notify Owner in writing of the need to issue a Change Order request.
- 8.8.10 The receipt date, submittal identification number, response date, and review stamp action shall be logged and tracked by the Architect in the electronic, web-based document distribution system selected by Owner. Architect shall be responsible for maintaining the part of the system which Architect populates.
- 8.8.11 Each submittal shall be stamped with an action stamp. The Design Architect's action stamp shall have verbiage that is identical to the review stamp verbiage stated in the Project Manual . The Action Stamp review verbiage is:
- (1) "No Exceptions Taken."
 - (2) "Make Corrections Noted."
 - (3) "Revise and Resubmit."
 - (4) "Rejected."
 - (5) "Submit Additional Information."
 - (6) "Returned Without Action."

8.9 Communications with Contractor

8.9.1 Any communications between Architect and Contractor 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. All such communications shall be delivered to Project Executive for delivery to the Contractor, except for actions on submittals, which shall be sent directly to Contractor with a copy to the Owner's Project Executive. Architect shall not communicate directly with the Contractor. Conversely, Architect shall receive all written communications from the Contractor through the Project Executive. The Owner, in its sole discretion, reserves the right to change this requirement, relax this requirement, or revise this requirement.

8.9.2 As required in the General Conditions, Architect shall review all written communications from Contractor, recommend actions to be taken by Owner, and reply in writing to Project Executive regarding the following:

8.9.2.1 Applications for payment.

8.9.2.2 Requests for changes in contract costs or times of completion.

8.9.2.3 Disputes with respect to technical aspects of contract documents.

8.9.2.4 Requests for interpretation and clarification of contract documents.

8.10 Substitutions

8.10.1 Architect shall evaluate and determine the acceptability of a maximum of two (2) substitute materials and equipment proposed by Contractor. Should the number

of substitutions submitted by the Contractor exceed two (2), Architect shall inform the Owner, who will at their discretion, authorize the Architect to proceed on Additional Services basis.

8.10.2 Architect shall review quality control submittals and requests for substitution from Construction Contractor in a timely manner so as to cause no delay to the Contractor or the Project and, for the purpose of performing its review obligations herein, shall employ and engage personnel who are sufficiently qualified to conduct meaningful review and make knowledgeable comparisons of proposed substitutions.

8.11 Inspections and Tests

8.11.1 Architect shall request Project Executive to require special inspection or testing of the work whenever necessary to Architect's performance of its duties hereunder.

8.11.2 Architect shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

8.11.3 Architect shall observe work to determine if work or portions of work are substantially complete, and for development of punch lists, and final completion.

8.11.4 Architect shall attend all weekly construction contract progress meetings.

8.12 Disputes Between Owner and Contractor: If requested by Owner, Architect shall act as initial interpreter of the requirements of technical aspects of the Contract.

8.13 Applications for Payment

8.13.1 Based on Architect's on-Site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment 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.

8.13.2 Recommendations of payment by Architect will constitute a representation to Owner that:

8.13.2.1 The work has progressed to the point indicated;

8.13.2.2 To the best of Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).

8.13.3 In the case of unit price work, Architect's recommendations of payment will include its determinations of quantities and classifications of such work, along with data provided by Owner and other consultants (subject to any subsequent adjustments allowed by the Contract Documents).

8.13.4 By recommending any payment Architect will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Architect to check the quality or quantity of Contractor work as it is furnished and performed, beyond the responsibilities specifically assigned to Architect in this Agreement and the General Conditions.

8.14 Contractor's Completion Documents

8.14.1 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 (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments and recommendation on their conformance with Contract requirements.

8.14.2 Architect shall employ and engage personnel who are sufficiently qualified to conduct meaningful review of maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, and tests.

8.15 Final Observations: 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 Contractor and will give written notice to the Project Executive that the work either is or is not acceptable subject to any conditions therein expressed. Architect shall participate in one (1) "post occupancy review" to occur no later than one year after completion.

8.16 Time of Construction Phase

8.16.1 Any prolonged construction phase services past the construction completion date defined in the Construction Contract, due in whole or in part to Architect's failure to perform its obligations under this Agreement, shall be included in Basic Service.

8.16.2 Prolonged construction phase services not due in whole or in part to any failure of Architect to perform under this Agreement, and which exceed by less than 30 days the actual construction duration defined in the Construction Contract, or which exceed by less than 10% of the expected construction duration in Appendix C, whichever is longer, shall be included in Basic Service.

8.17 Change Orders and Field Modifications:

- a. Architect shall prepare supporting data, Drawings, Technical Specifications and other documentation, and provide other Services as needed to assist Owner in evaluating Contractor's proposals for Change Orders and Field Modifications.
- b. For Change Orders resulting from Owner requests or unknown site conditions, pursuant to Section "Additional Services" the Owner may negotiate a corresponding fee increase to the Architect's Project Phase for Architect preparation of supporting data, Drawings, Technical Specifications and other documentation, and provision other Services as needed to assist Owner in evaluating Contractor's proposals for Change Orders and Field Modifications.
- c. If in the Owner's opinion, a Change Order is required as the result of a probable, negligently caused error or omission on the part of the Architect, Architect shall prepare and submit to Owner, along with the Change Order documentation, a cost estimate for the value of the Change Order Work. If it is subsequently determined by the Owner that the Change Order was not due to such an error or omission on the part of the Architect, Architect will be compensated for preparation of the Change Order estimate pursuant to Section "Additional Services".

8.18 Meetings: Consultant shall attend the following meetings as part of Architect's Basic Services:

- a. Preconstruction Conference.
- b. BIM Workshop.
- c. Commissioning Scoping/Kickoff Meeting.
- d. Monthly Construction Phase Progress Meetings – On-site.
- e. Weekly Construction Phase Progress Meetings:
 - (1) Remotely for Prime Consultant.
 - (2) On-site for local Subconsultant.
- f. Demonstration and Training Pre-instruction Conference.
- g. Punch-list Walk-through, 3 days.
- h. Closeout Conference, by Remote Video Conference and local Consultant staff.

9. Operation/Project Close-Out Phase

9.1 Operation/Project Close-Out: Transition, occupancy and start of operations are anticipated to occur 1-3 months after beneficial occupancy for Owner's transition team to train staff and perform a shakedown of the renovated areas. During the Operation/Project Close-Out Phase, Architect shall, when requested by Owner:

- 9.1.1 Provide assistance in connection with the refining, adjusting and correcting of any equipment or systems.
- 9.1.2 Assist in start-up, testing and placing in operation special equipment and systems. (For all such equipment and systems, Architect shall have specified start-up and testing procedures in the contract documents.)

- 9.1.3 Cooperate with Owner's commissioning agent, if any, for specialized equipment and systems.
- 9.1.4 Provide assistance in connection with completion of punch list work including, but not limited to, preparing the initial comprehensive punch list and conducting no more than two follow up Site visits (with follow up punch listing if necessary) in addition to other responsibilities under this contract.
- 9.1.5 Assist Owner in coordination of training Owner's staff to operate and maintain equipment and systems as necessary.
- 9.1.6 Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
- 9.1.7 Together with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement, correction, or diminished value of defective work.
- 9.1.8 Together with Owner and Project Executive, coordinate, prepare and submit all final required deliverables under Title 24 and anything else required by BSCC for its final Project approval.
- 9.1.9 Prepare electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor to Architect.
- 9.1.10 Prepare electronic record sets and set of record prints showing those changes made during the construction process, based on the marked-up Technical Specifications and other data furnished by Contractor to Architect. Electronic data shall conform to Owner requirements for compatibility with Owner equipment and software.

9.2 **Record Documents:**

- 9.2.1 Based on Architect's site visit reviews of Contractor's As-built documents during construction, Architect shall recommend Owner's acceptance of Contractor's As-built documents prior to Architect's preparation of the final Record Documents.
- 9.2.2 Upon Owner's receipt and acceptance of Contractor's As-built documents, Architect shall prepare a reproducible set of Record Documents for the Project including the Drawings and Project Manual.
- 9.2.3 Architect's fee for preparation of Record Documents shall be shown as a discrete pay item in the Project Phase for Architect's Closeout Phase Services.
- 9.2.4 Architect prepared Record Project Manual shall incorporate all changes to the Project Manual issued during construction and indicate each product incorporated into the Work.
- 9.2.5 Record Documents (Drawings and Project Manual) shall also be submitted in electronic format, both in its original format and in PDF.
- 9.2.6 Owner acknowledges that Architect is not present on site at all times during construction and therefore is entitled to rely upon the accuracy and completeness of Contractor's As-built drawings where conditions were not readily observable at Architect's site visits.

10 Warranty Phase:

- 10.1 Meetings: Architect shall attend the following meetings as part of Architect's Basic Services:
 - a. End of Warranty review, 1 day.
- 10.2 Acceptance by the Owner of the Architect-prepared Record Documents constitutes completion of the Architect's Basic Services for compensation purposes; however, the Architect is required to arrange for and conduct an inspection of the Project one month prior to expiration of the Contractor's one-year Warranty/Guarantee period without additional compensation.
- 10.3 Architect shall coordinate with commissioning authority during warranty review.
- 10.4 Architect shall, when requested, render advice to assist Owner in obtaining necessary compliance by the Contractor with the terms of said Contractor Warranty/Guarantees. Other than the inspection of the Project one month prior to expiration of the Contractor's one-year Warranty/Guarantee period, should Owner request Warranty Phase Services after Architect's completion of their Basic Services, and Services are required through no fault of Architect, Architect will be compensated pursuant to [Part 12.2, "Additional Services"](#).

11. Payments to Architect

- 11.1 Payments to Architect shall be made according to [Appendix B, "Payments to Architect"](#).

12. Additional Services

- 12.1 Performance: Services required to be performed by Architect upon request by Owner, which are described hereinafter as Additional Services, must be authorized by Owner in writing prior to performance.
- 12.2 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.
- 12.3 Services: The following services shall be considered Additional Services:
 - 12.3.1 Making revisions in reports, drawings, or other documents, if:
 - 12.3.1.1 Such revisions are not necessary because of a deficiency in Architect's work, and

- 12.3.1.2 Such revisions are inconsistent with written approvals or instructions previously given by Owner, or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Architect.
- 12.3.2 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.
- 12.3.3 Required out-of town travel beyond limits specified in Appendix B.
- 12.3.4 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Architect's deficient performance.
- 12.3.5 Property surveys or field surveys for design purposes, engineering surveys, and staking, to the extent not required by other provisions of this Agreement.
- 12.3.6 Preparing to serve or serving on behalf of Owner as an expert witness (but not as a percipient witness) in connection with any arbitration, administrative or other proceeding or legal proceeding.
- 12.3.7 Preparation of applications and supporting documents for governmental grants and permits. [However, participating in consultations and evaluation of the effect of associated requirements on the design requirements of the Project is within Architect's contract scope.]
- 12.3.8 Services to verify the accuracy of geotechnical information.
- 12.3.9 Assisting in actual claims resolution efforts when such assistance is required by matters unrelated to Architect's performance.
- 12.3.10 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.
- 12.3.11 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.
- 12.3.12 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.
- 12.3.13 Substitutions
 - 12.3.13.1 Review of substitutions beyond a maximum of two (2) per trade sub-contractor package shall be an Additional Service (see Paragraph 8.10.1).
 - 12.3.13.2 Architect shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.

12.3.13.3 Architect shall review quality control submittals and requests for substitution beyond the specified manufacturers from Contractor in a timely manner so as to cause no delay to the Contractor or the Project and, for the purpose of performing its review obligations herein, shall employ and engage personnel who are sufficiently qualified to conduct meaningful review and make knowledgeable comparisons of proposed substitutions.

13. Periods of Service

- 13.1 Milestones: Milestones for completion of Phases and tasks within each phase are given in Appendix C. Milestones shall conform to Master Schedule.
- 13.2 Commencement of Services: Architect shall not commence work on any succeeding phase of Services until completion of services on existing and prior phases 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.

14. Owner's Responsibilities

- 14.1 Project Director: Owner shall designate a Project Director, who is authorized to act on Owner's behalf with respect to this Agreement. Owner or such authorized representative shall render required decisions promptly, to avoid unreasonable delay in the progress of Architect's services. Owner may delegate all or some of Project Director's role and function to a separate contractor or to a construction manager. Owner may change the individual acting as Project Director and/or the individual or entity acting as a separate contractor or construction manager at any time with notice to Architect.
- 14.2 Design Requirements: Owner shall provide criteria and information concerning design objectives and constraints, space, capacity and performance requirements, and budgetary limitations, when known.
- 14.3 Property Information: Owner shall provide geotechnical information, environmental impact reports, and relevant information concerning property boundaries, easements, rights of way, topographic and utility surveys, property descriptions, zoning, boundary and other land use restrictions, as needed and necessary.
- 14.4 Documents: Owner shall make copies of available documents and drawings of existing conditions available to Architect. Architect may inspect all Owner's surveys and records of construction. Verification of visible on-Site facilities is the responsibility of Architect.
- 14.5 Surveys: Owner shall provide engineering surveys to establish reference points for construction.
- 14.6 Hazardous Materials: Owner shall provide hazardous materials surveys and perform remediation measures to eliminate hazardous materials from Project Site.
- 14.7 Permits and Approvals: Architect shall assist Owner in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise specified in this Agreement (for example, Architect's duty to secure all required design approvals from BSCC and State Fire Marshal).

- 14.8 Site Access: Owner shall provide Architect reasonable access to the Site provided Architect complies with all security and safety requirements, and coordination requirements.
- 14.9 Resident Inspector: Owner shall supply the Resident Inspector required by the Penal Code.

END OF APPENDIX A

BUILDING INFORMATION MODELING

[To be Included in Both Architect Agreement and Construction Contract]

1. Architect's Design and Initial Hosting of BIM

- 1.1 Architect shall develop a Building Information Model ("**BIM**") based on the architectural and structural designs throughout design development, including development of the Design Development Phase Drawings, the final Drawings and Specifications, existing conditions and any modifications approved by Owner.
- 1.2 Architect shall develop the BIM based on best practices within applicable architectural and engineering disciplines, including without limitation the applicable level of development ("**LOD**") for each element of the Project, and shall provide Owner with a report identifying such matters and areas for further (or lesser) development. Following Owner approval, Architect shall develop the BIM as directed or approved by Owner.
- 1.3 Architect shall host and manage the BIM during development of the Project's design, and until its transfer to the Contractor as detailed below. Architect's hosting and managing responsibilities shall include without limitation: (i.) collecting, coordinating, and validating the usability of, incoming models from Project participants; (ii.) maintaining periodic record copies; (iii.) aggregating incoming models and making the BIM available for use and viewing by Project participants; (iv.) performing and assisting in performing clash detection among the Drawings and Specifications, with existing conditions and/or with any Owner-approved modifications; (v.) issuing periodic clash detection reports; (vi.) managing access rights; and (vii.) updating the BIM to reflect current designs and revisions.
- 1.4 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 Workshop and Pre-Construction Phase BIM Activities

- 2.1 If directed by Owner, Contractor 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 ("**BIM Workshop**"). Through the BIM Workshop, Contractor, 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.

3. Transfer to and Hosting of BIM by Contractor

- 3.1 Upon issuance of all permits necessary for construction, including BSCC and/or State Fire Marshal design approval, Architect will transfer the BIM to Contractor who will host and manage the BIM through construction and until completion of the Project. Contractor will use the BIM to assist Contractor in its work to coordinate the design and the implementation of the design by Contractor and its sub-contractors. Contractor will assist Architect's management of the clash detection and coordination process during the Design Assist Services phase (if any), and continue with its direct management in the construction phase, through preparation of all shop drawings and submittals necessary for construction. Contractor will continue to accomplish clash detection.

4. General

- 4.1 Architect and Contractor and each major sub-contractor must be capable of utilizing the BIM to perform the functions assigned to them in paragraph 3 above.

- 4.2 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. Architect grants to Owner a license in perpetuity to use and reproduce the BIM and any portion of the BIM for any purpose whatsoever. Contractor and its sub-contractors shall transfer to Owner copyrights or licenses necessary for Owner to use the BIM and supporting information.
- 4.3 The BIM is not a Construction Document or Contract Document, and does not supplement or supersede the final permitted Drawings or Specifications.

APPENDIX B

PAYMENTS TO ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated [Put date here] between the County of San Mateo (the "Owner"), and Put Architect name here] ("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.
- 1.2 For purposes of this Appendix B, all work performed by Architect prior to this Agreement shall be deemed performed under this Agreement and considered in calculating Architect's payments due under this Agreement. The Maximum Payment to Architect described above shall apply in all circumstances except Additional Services.
- 1.3 Architect's fee for this Project shall not exceed \$_____. This measure shall constitute Architect's full compensation for its work.
- 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 calculate an amended lump sum fee based upon the revised Project value. If Owner changes Project scope after Architect has commenced work on the Project, 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
[PHASES AND PERCENTAGES FOR CONSIDERATION]**

<u>PHASE</u>	<u>AMOUNT</u>
Programming Verification Phase	5%
Schematic Design Phase	15%
Design Development Phase	15%
Construction Document Phase	
Submittal to BSCC/ State Fire Marshal	35%
Approval by BSCC	5%
Bidding Phase	5%
Construction Phase	15%
Operation/Project Close-Out	5%
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 and professional and technical staff engaged directly on the Project and rendered pursuant to Appendix A Paragraph 11, on the basis of a lump sum negotiated between the parties, or, at Owner's option, at the Billing Rates (as defined below).
- 2.3.2 Sub-consultants. For Additional Services of Sub-consultants employed by Architect to render Additional Services pursuant to Appendix A Paragraph 8, the amount billed to Architect.
- 2.3.3 Hourly Basis. For Additional Services on an hourly basis, Architect agrees that all Sub-consultants billing will be limited to a not-to-exceed amount upon prior written approval of the Owner.
- 2.3.4 Reimbursable Expenses. Except as set forth in Paragraph 2.3.5 below, Owner shall pay Architect the actual cost of all Reimbursable Expenses incurred only in connection with Additional Services.
- 2.3.5 Other Expenses. For expenses not required by the Agreement, the Owner shall reimburse the following expenses at a rate of 1.10 time cost, whether incurred on Basic Services or Additional Services: any plotting of Drawings, Specifications and Bidding Documents in addition to the original set plus one plot; and fees paid to government agencies on behalf of the Owner.
- 2.3.6 Photocopying and Postage. On Basic Services, Owner shall pay Architect 1.10 times cost for expenses for plotting, photocopying and postage.

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 Additional Services rendered and for 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.

4. Definitions

- 4.1 "**Architect's Billing Rates**" apply to all Architects' professional personnel (Architect's and drafters) engaged directly on the Project listed below. 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 an Exhibit to this Appendix B.
- 4.2 "**Reimbursable Expenses**" mean actual expenses incurred by Architect or Sub-consultants in connection with Additional Services, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls and telegrams, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items; and if authorized in advance by the Owner, overtime work requiring higher than regular rates.
 - 4.2.1 Reimbursable Expenses shall not include Local Travel.

4.2.2 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 Architect.

4.2.3 "**Local Travel**" means travel between Architect's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Architect's office or San Mateo County.

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 [Put date here] between the County of San Mateo (the "Owner"), and Put Architect name here] ("Architect") providing for professional services.

No.	ACTIVITY	MILESTONE DATE	PARTY
1.	PROGRAMMING VERIFICATION PHASE		
2.	SCHEMATIC DESIGN PHASE		
3.	DESIGN DEVELOPMENT PHASE		
4.	CONSTRUCTION DOCUMENT PHASE		
5.	BIDDING PHASE		
6.	CONSTRUCTION PHASE		
7.	OPERATION/PROJECT CLOSE-OUT PHASE		

END OF APPENDIX C

APPENDIX D

DELIVERABLES

[To Be Finalized Following Finalization of Appendix A]

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated [Put date here] between the County of San Mateo (the "Owner"), and [Put Architect name here] ("Architect") providing for professional services.

Architect's deliverables under the Agreement are as follows. Architect shall submit to Owner all designs and drawings on CD or external hard drive format in Auto CAD [VERSION] format, , Adobe Acrobat (PDF) format [VERSION]; and specifications in Microsoft Word [VERSION] and/or Microsoft Excel [VERSION] format, and Acrobat Adobe (PDF) format [VERSION];[and hard copy format],:

1. **BSCC Coordination Deliverables** The deliverables required for the Corrections Standards Authority ("BSCC") coordination are defined in Paragraph 2 of Appendix A, and include, without limitation, the following:
 - 1.1 Report on time required for review and approval of project plans and specifications (for inclusion in project master schedule).
 - 1.2 Report on suggested methods of BSCC pre-approval of change orders.
 - 1.3 Report on all deferred approval items for which contractor must submit early its shop drawings, product samples and other submittals, necessary for BSCC review and approval in time to not impact construction progress.
 - 1.4 Recommendations on selection of Project Inspector, approval of proposed Project Inspector, and submit required application for approval to BSCC.
 - 1.5 Recommendations on choice of testing agency suitable for the contract.
2. **Not Used.**
3. **Programming Verification Phase** The deliverables required by the Programming Verification Phase are defined in Paragraph 3 of Appendix A and include, without limitation, the following:
 - 3.1 Space schematics/flow diagrams.
 - 3.2 Existing facility survey information.
 - 3.3 Estimate of Project Cost.
4. **Schematic Design Phase** The deliverables required by the Schematic Design Phase are defined in Paragraph 4 of Appendix A and include, without limitation, the following:
 - 4.1 Written recommendations on required additional information and data.
 - 4.2 Preliminary estimates of construction costs, times of completion, and alternatives.
 - 4.3 Schematic layouts, sketches and conceptual design criteria, with supporting reports and exhibits.
 - 4.4 Operational Program Statement.

- 4.5 Opinion of probable construction costs.
- 4.6 Revised opinion of probable Total Project Costs.
- 4.7 Work phasing recommendations.
- 4.8 Information and diagrams for required meetings.
- 4.9 Report of interfacing meeting with Owner groups.

5. Design Development Phase The deliverables required by the Design Development Phase are defined in Paragraph 5 of Appendix A and include, without limitation, the following:

- 5.3 Reports on whether further data, information or permits or reports are needed.
- 5.4 Revised opinion of probable Total Project Costs.
- 5.5 Written design criteria for mechanical and electrical systems.
- 5.6 Comparative cost studies for major building systems (for Life Cycle Alternates Workshop).
- 5.7 Information and diagrams for required meetings.
- 5.8 Technical criteria, written descriptions and design data as needed for permits and approvals.
- 5.9 Comprehensive update on estimates on probable Total Project Costs and times of completion.
- 5.10 Preparation of supplementary conditions to the Construction Contract and additional bidding requirements.
- 5.11 Required disclosures regarding the final design.
- 5.12 Written certification.

6. Construction Document Phase The deliverables required by the Construction Document Phase are defined in Paragraph 6 of Appendix A and include, without limitation, the following:

- 6.3 Reports on whether further data, information or permits or reports are needed.
- 6.4 Revised opinion of probable Total Project Costs.
- 6.5 Written design criteria for mechanical and electrical systems.
- 6.6 Comparative cost studies for major building systems (for Life Cycle Alternates Workshop).
- 6.7 Information and diagrams for required meetings.
- 6.8 Technical criteria, written descriptions and design data as needed for permits and approvals.
- 6.9 Comprehensive update on estimates on probable Total Project Costs and times of completion.

- 6.10 Preparation of supplementary conditions to the Construction Contract and additional bidding requirements.
 - 6.11 Required disclosures regarding the final design.
 - 6.12 Written certification.
- 7. Bidding Phase** The deliverables required by the Bidding Phase are defined in Paragraph 7 of Appendix A and include, without limitation, the following:
- 7.1 Written addenda (where necessary).
 - 7.2 Written determinations regarding proposed substitutes.
 - 7.3 Conformed set of drawings and specifications.
 - 7.4 Notice of Contract to BSCC.
- 8. Construction Phase** The deliverables required by the Construction Phase are defined in Paragraph 8 of Appendix A and include, without limitation, the following:
- 8.1 Necessary notices, communications, interpretations, clarifications, as required by and in the format required by Paragraph 8 of Appendix A, including without limitation:
 - 8.1.1 Verified Reports of Architect, Inspector, and Contractor (on February 1, May 1, August 1, November 1 and at conclusion of project or Architect's services).
 - 8.1.2 Notice of start of construction.
 - 8.2 Certificates of Substantial Completion and Final Completion.
 - 8.3 Punch lists
- 9. Operation/Project Close-Out Phase.** The deliverables required by the Operation/Close Out Phase are defined in Paragraph 9 of Appendix A and include, without limitation, the following:
- 9.1 Electronic record sets and sets of reproducible record prints of drawings showing changes made during construction.
 - 9.2 Electronic record sets and sets of prints of Technical Specifications showing changes made during construction.
- 10. BIM.** See requirements of 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 [Put date here] between the County of San Mateo (the "Owner"), and [Put Architect name here] ("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 \$ [insert amount here] annual general aggregate and \$[insert amount here]each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than \$[insert amount here] 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 \$[insert amount here] each claim, or (b) limits of not less than \$[insert amount here] 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 thirty (30) days 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