

***Request for Proposals
for
Architectural and Engineering Services
for the New County Office Building at the
County Government Center, Redwood City***



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

**Issued: September 12, 2017
Responses due: October 16, 2017 at 2:30pm**

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

DISCLAIMER

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

NOTE REGARDING THE PUBLIC RECORDS ACT:

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

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

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

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

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

PART 1 – INTRODUCTION

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

PART 2 – SUBMISSION OF PROPOSALS

- 2.01 Respondents must submit one (1) original, signed response to this RFP clearly marked as “Original” on the cover, together with additional ten (10) copies, and one (1) electronic copy all provided in the same package, **no later than 2:30 PM on October 16, 2017** to:

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

1. The signed, original RFP response should include a statement signed by an owner, officer, or authorized agent of the Respondent, acknowledging and accepting the terms and conditions of this RFP.
 2. Clearly mark on the envelope or cover of your proposal package “Proposal for the Architectural and Engineering Services for the New County Office Building at the County Government Center, Redwood City”.
 3. **Proposals received late will not be opened or given any consideration for the proposed services.** It is the responsibility of the Respondent to ensure that the proposal is received at the specified address by the specified deadline noted in this RFP. All proposals will be date and time stamped upon receipt. The County will not be responsible for late or incomplete responses due to mistakes or delays of the Respondent or carrier used by the Respondent or weather delays.
- 2.02 Please read this entire RFP and all enclosures before preparing your Proposal. Respondents should seek clarification of any requirements that they do not fully understand. Misunderstandings resulting in an improper response will not be considered a valid reason to fail to supply all features indicated to exist by the Respondents. Respondents should address any issue or question via email by **September 18, 2017 at 5pm** to Sam Lin, Manager of County of San Mateo Project Development Unit at slin@smcgov.org.

- 2.03** Shortlisted firms are required to attend a **Mandatory Pre-Proposal Conference at PDU on September 20, 2017 at 1:30pm.**
- 2.04** Updates to this RFP will be posted on the PDU project website at <http://cmo.smcgov.org/cob3-documents>. Respondents should check this regularly to make sure all notifications including addendum/addenda are read promptly.
- 2.05** Respondents should address every item listed in this RFP even if the item was previously addressed in the other sections of the Proposal. Brevity and clarity are of utmost importance. Responses that are comprised of standard marketing materials that do not specifically address the items below will not be evaluated; however, Respondents may elect to include eleven (11) bound copies of their marketing materials, as long as they are not permanently attached to the RFP. Responses that do not comply with all applicable requirements will not be considered.
- 2.06** All proposals shall be firm offers, and will so be considered by the County, although the County reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.
- 2.07** The responses to this RFP should be bound and printed vertically (“portrait” orientation) on standard 8 ½” by 11” papers. The responses should not exceed **30 pages printed single sided** (excluding covers without proposal content, tabs without proposal content, resumes, financial and bonding information, and any marketing materials) but will preferably be much shorter. Type size should be no smaller than 10 point, but preferably larger. The top of page one of the response should state the Respondent’s name, address, phone number, fax number, e-mail address, and contact name. Cover letter is optional.

PART 3 – COUNTY’S BACKGROUND FOR THIS STRUCTURE

- 3.01** The San Mateo County Project Development Unit will be the office providing project management services for this Project.
- 3.02** As a part of the overall County vision, a long term plan for the County Government Center has been established with the following goals:
1. Provide a strong public identity and improved access for the County Seat and core County government functions.
 2. Right-size the new County Office Building and Parking structure to bring the best long-term value to the County, its constituents and the public.
 3. Consolidate selected government facilities located throughout the County to provide better operational efficiency and financial benefits.
 4. Create flexible state-of-the-art government and workplace environments to serve the County’s and its Constituents’ needs for the next 50 plus years.
- 3.03** The new County Office Building Project aligns with the County’s long term plan to enhance the operational efficiency, service delivery, and financial benefits. The Project should reflect effectively the County’s vision, mission and legacy with a strong public identity.

PART 4 – PROJECT DESCRIPTION

- 4.01** The Project will be located at the site immediately to the east of the existing Hall of Justice bordered by Marshall Street to the south and the Middlefield Road to the east in Redwood City, CA. The newly proposed building is intended to be approximately in the range of 121,000 to 156,000 gross square foot with five to seven above-grade levels and a partial basement. This building footprint will utilize approximately half of the vacant block and require the demolition of the former First American Title Company and Lebsack buildings, and relocation of the Lathrop House.
- 4.02** To support the parking needs of the new County Office Building, a new Parking Structure of approximately 850 to 1200 parking spaces is currently being planned at the corner of Veterans Boulevard and Middlefield Road just north of the existing County Parking Garage (400 Middlefield Road) in Redwood City, CA under a separate RFP process.
- 4.03** This Project will also include a new Public Promenade to connect the proposed new County Office Building with the existing campus facilities at the County Government Center. The promenade would extend south from the new Parking Structure along Hamilton Street to Marshall Street. This pedestrian-oriented site amenity would close Hamilton Street to vehicle traffic within the Government Center campus. There may also be an opportunity for a Public Plaza north of the proposed new County Office Building extending from the Promenade if the existing Traffic Court building is to be demolished (to be confirmed during design). This new feature will create open space that will be used for public events, gatherings, and functions knitting the new building development to the existing campus buildings.
- 4.04** The Architect of this Project shall work closely with the Architect of the Parking Structure to coordinate the site layout and integrate the Promenade design effectively with both the vehicular and pedestrian traffic in/out of the Parking Structure.
- 4.05** The County of San Mateo Project Development Unit is seeking responses from qualified architectural firms who have demonstrated the ability to successfully design, engineer and provide construction administration during all phases of this Project that reflect the requirements and guidelines of the California Administrative Code Title 24 and other applicable local and state codes, zoning regulations and ordinances.
- 4.06** The County plans to use “Construction Manager at-Risk” (CM at-Risk) delivery method for this Project.
- 4.07** The selected Architect will be asked to provide architectural and engineering services including civil, structural, mechanical, electrical, plumbing, fire protection, physical and electronic security systems and other authorized specialty services (such as acoustical, audiovisual, landscape design, cost estimation, etc.) as appropriate for the pre-design, design and construction administration phases of the Project. Geotechnical engineering will be hired directly by the County.
- 4.08** A scoping study for the San Mateo County Government Center was conducted in 2016 and the report titled “San Mateo County Government Center New County Office Building and Parking Structure Scoping Study” dated January 27, 2017 prepared by Dreyfuss + Blackford Architecture can be downloaded from this link for your reference only. Please note that the plan outlined in this report is subject to changes by the County. <http://cmo.smcgov.org/sites/cmo.smcgov.org/files/San%20Mateo%20COB3%20Scoping%20Study%20170127.pdf>

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

PART 5 – OUTLINE OF SCOPE OF WORK

This Part 5 sets forth a detailed scope of services required for the Project. The detail of the services required for the Architectural Contract is contained in Appendix A of the draft Professional Services Agreement attached hereto as Enclosure 1. Your proposal should take that into consideration and address the full scope of services as set forth in Appendix A. To the extent there are conflicts between this Part 5 and Exhibit A, such conflicts will be resolved during the negotiation of the Professional Services Agreement with the selected firm.

5.01 Research, Concept Design and Programming:

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

A. Research

- 1) Identify high level vision, goals, and objectives for the Project by conducting visioning/programming workshop(s) and interviewing with users/stakeholders.
- 2) Identify and document space and program needs to support efficient operations.
- 3) Define strategies and available/required research to support these requirements.
- 4) Coordinate and attend two (2) trips with key members of your design team to tour comparable existing facilities if the Owner elects to do so during this phase. Facilities will be collaboratively selected together with Owner's team.

B. Concept Design and Programming Phase

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

- 2) The Architect shall coordinate and document square footage requirements of the spaces for the functions and program elements. At the conclusion of this phase, the Architect shall submit several conceptual plans and architectural program to the County of San Mateo Project Development Unit to review, select, and approve as the base for moving forward into Schematic Design. The Architect shall also submit a letter of concurrence and/or acceptance of the current and/or revised program.
- 3) The Architect shall develop and utilize space adjacency diagrams to demonstrate the relationship between spaces. The Architect shall develop and review the program thoroughly and recommend appropriate adjustments. Updates to the program shall be clearly documented tracking where changes are made and submitted to the County of San Mateo Project Development Unit for final approval.
- 4) The Architect shall compile a preliminary list of specialized equipment and furnishings. The list shall delineate the needs and objectives of the security control, surveillance and communications as well as other systems.
- 5) The Architect shall furnish all program verification information and preliminary list of specialized equipment and furnishings to the County of San Mateo Project Development Unit for preparation of a detailed Project budget.

C. Phasing, Demolition and Grading Plans

The Phasing, Demolition and Grading package will include:

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

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

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

5.02 Schematic Design Phase

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

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

This phase is expected to end with a clear design direction that includes a design presented in 3D model in BIM showing the building shells and associated functional components to enable use and coordination by the CM/GC. MEP design shall also be incorporated to indicate how the building systems integrate with the architectural design. The deliverables shall include finalized floor plans with all program spaces defined and appropriately sized and located. Detailed circulation plans for patrons, staff, security, and emergency vehicles shall be defined during this phase. Finishes and general furnishings shall also be defined for further refinement in the design development phase. The Architect shall coordinate with the CM/GC to develop a preliminary cost model based on the schematic design for pre-construction reviews.

A. BIM Project Execution Planning

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

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

B. Mechanical Electrical Plumbing (MEP) Engineering Design

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

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

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

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

C. Analysis of Structural Systems

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

D. Acoustics

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

E. Security

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

F. Other Schematic Design Tasks

- 1) Organize in collaboration with the Owner and CM/GC a partnering workshop for all relevant stakeholders including the PDU to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.
- 2) Assist and support the County with the CEQA process as required.
- 3) Coordinate/lead design presentations to Board of Supervisors, user groups and the public as required.
- 4) Gather, coordinate site information needed to support the design e.g. soil condition, topography, flood plains, utilities, etc. Resolve site issues pertaining thereto.
- 5) Identify applicable codes and Authorities Having Jurisdiction for approvals on the Project. Coordinate preliminary review with County Planning and Building Department. Assist the County to obtain necessary approvals from these

agencies.

- 6) Coordinate work of all other specialists either as sub-consultants or consultants retained separately by the County as required to successfully complete the Project.
- 7) Research and develop strategy for Zero Net Energy, LEED and any other applicable energy-saving programs (e.g. PG&E Savings by Design, photovoltaic rebate, etc.) Assist the County to register the Project for LEED certification and applicable programs.
- 8) Obtain written approval from the County of San Mateo Project Development Team on the final Schematic Design package before proceeding to Design Development Phase.

5.03 Design Development Phase

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

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

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

Coordinate the design documentation including the following:

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

of connection and power requirements.

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

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

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

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

5.04 Construction Documentation, Permitting and Bidding Phase

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

A. Construction Documentation and GMP Package

The Architect shall prepare Construction Documents as required to obtain required permit for construction and to allow the County to obtain bids based on the established bidding schedule for the construction of the Project. These documents will require a high degree of coordination with all consulting engineers and other associated vendors. The BIM should be completely coordinated to support shop fabrication of all relevant components for the building to maximize the efficiency of the construction process and to save both time and money while maintaining the highest quality.

Construction Documentation will include at least:

- 1) Fully coordinated, dimensioned and detailed construction floor plans, reflected ceiling plans, roof plans, sections, exterior and interior elevations showing

locations and types of materials, doors, windows, partitions, etc. with all associated schedules and complete specifications for all relevant scope.

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

The Architect will coordinate with the Owner, Engineering sub-consultants and other Consultants during the course of the Project, including, but not limited to the listing

below. The Architect will provide drawings to all Project Team members, depicting and illustrating the elements that influence the layout, design, and cost of engineering systems.

- Project Development Unit
- Functional Team Members
- Authorities Having Jurisdiction, where applicable/appropriate
- Maintenance and Engineering of the San Mateo County Department of Public Works

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

Throughout the design process the Architect shall work closely with the Project Development Unit to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed. In case the cost estimate exceeds the budget, the Architect shall work diligently with the CM/GC to update the design to meet the established budget.

The Architect shall produce a “GMP Package” at a designated time in the project schedule to be directed by the County and coordinated with the CM/GC to support the establishment of a Guaranteed Maximum Price (GMP) for the Project. This “GMP Package” shall include all the design information and details (e.g. inclusion, location, quantity, sizing, system & materials specifications, etc.) for all disciplines within the confirmed scope that are necessary for the generation of a detailed cost estimate by the CM/GC and the Owner’s separately and directly contracted cost estimator. The Architect shall review the detailed cost estimates, collaborate with the CM/GC and the Owner, and make design adjustments as necessary, to establish a GMP before the CM/GC can proceed to bidding.

B. Permitting and Bidding

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

C. Other Tasks During This Phase:

- 1) Develop signage program and bidding documents.
- 2) Development interior/exterior color palette.
- 3) Provide final recommendations from acoustical consultant.

- 4) Develop a cost estimate of the design independent of the CM/GC, if directed by the County, and compare it with the cost estimate provided by the CM/GC as a peer review checks and balances process.
- 5) Support the establishment of the GMP with the CM/GC.
- 6) Review bids for the CM/CG and the subcontractors. Make recommendations to the County in writing for each bid.
- 7) Note: all corrections and revisions to drawings as a result of permitting and plan check reviews must be addressed by the Architect prior to the County signing the applicable construction contracts.

5.05 Construction Administrative Services

During construction, the Architect will provide the following services and be actively participate in the field for:

- 1) The Architect shall designate at least one representative available as needed during the construction phase to verify the construction's general conformance with the design intent of the Construction Documents and to address field coordination issues as they come up. The Architect's representative must be authorized to make design decisions.
- 2) Review of submittals and shop drawings to verify conformance with design intent, finish specifications, and all manufacturers' details.
- 3) Responses to the General Contractor's Requests for Information (RFIs) and preparation of documentation for changes, clarifications, and interpretations to the Construction Documents as required.
- 4) Submission of design documents required for LEED and coordination with CM/GC on construction submittal requirements for LEED.
- 5) Review of General Contractor's applications for payment.
- 6) Final review and approval of all construction as it relates to the intent of the Architectural Contract documents.
- 7) Management of the Project punch list process and documentation of the construction punch list in coordination with the County and its consultants.
- 8) Coordination required for the collection of design changes and as-built conditions for incorporation into the final record documents, inclusive of building signage. Record documentation must be provided to the Project Development Unit in the following formats:
 - BIM – Source files in their native formats (e.g. Revit, Navisworks, etc.)
 - AutoCAD
 - PDF

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

A. Meeting Attendance

The following are the types of meetings expected to be attended by the Architect throughout the Project's construction duration.

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

B. Document Distribution

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

C. Transition Phase

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

PART 6 PROPOSAL REQUIREMENTS

Proposal shall consist of the following sections presented in the same sequence listed:

6.01 Company Information and Qualifications

- A. State any changes to your company since the date of your Statement of Qualifications ("SOQ") such as ownership, staff size, any significant legal actions pending against the company.
- B. Provide any clarifications to your SOQ to better describe your team's ability to meet the requirements of the program.
- C. Describe the current and forecasted workload of the personnel included in your proposal for this Project.

6.02 Proposed Project Team Qualifications and Availability

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

6.03 Project Approach

- A. Elaborate on the information provided in the response to the previous RFSOQ to describe your architectural firm's design philosophy and how it relates to the County and this Project.
- B. Describe your methodology for completing this Project including coordination with project stakeholders and the selected CM/GC. Indicate the number of meetings with Project Development Unit and other consultants for each phase of the Project and the tasks/goals to be accomplished at each meeting. Specifically state who from your firm will attend each meeting and what their roles are.
- D. Where more than one firm is proposed, explain your contractual relationship and each firm's specific responsibilities during each phase of the Project.

- E. Within each firm, clearly state the responsibilities of each individual proposed for each phase of the Project.
- F. Propose an overall Project schedule including each phase and proposed review time.
- G. Describe your approach for designing a flexible state-of-the-art government and workplace environments along with a welcoming public promenade to accomplish the vision and goals of this Project. Elaborate on how to create a holistic design that connects the various elements and is responsive to the unique site context in the County Government Center (e.g. various ages of surrounding buildings, pedestrian walkways, and public spaces) and represents effectively the vision, mission and legacy of the County with a strong public identity.
- H. Describe your proposed strategy for the phasing of this Project including measures to ensure continuous undisturbed operation of the facilities at the Government Center during the entire project duration, and the timing and sequence for the demolition of the existing building.
- I. Describe your strategy to create a workplace environments to serve the County's and its Constituents' needs for the next 50 plus years. Discuss also the latest use of technology in workplace design.
- J. Describe your firm's approach to determining the most efficient and cost effective structural and MEP systems for the Project. Identify your experience with various types of structural and MEP systems. Identify any unique opportunities for this Project related to these systems.
- K. Describe your approach to ensuring that the design incorporates sound Zero Net Energy principles and LEED requirements. Explain how the design can optimize the County's goals and objectives while minimizing operational costs to meet or exceed the stated energy goal.
- L. Describe your specific approach to coordinating with the CM/GC to take full advantage of the CM at-Risk project delivery method and to develop an accurate GMP that meets or exceeds the Project budget. Provide a list of anticipated meetings, including frequency of meetings by phase.
- M. Explain how you will coordinate with relevant and local agencies during the design and construction phase to ensure timely approvals.

6.04 Compensation

Propose your fee by attaching the requirements stated below to Exhibit B in Part 14 of the RFP. Please include the Architect Fee Matrix using the template provided in Microsoft Excel (download at <http://cmo.smcgov.org/cob3-documents>) and in accordance with the following directions:

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

6.05 Acceptance of the County's Professional Services Agreement

A draft of the County's Professional Services Agreement is attached to Part 14 of this RFP as Enclosure 1. Respondents are instructed to include exceptions (if any) to the County's Draft Professional Services Agreement with specific alternate language in the form of redlines to Attachment 1. If no exceptions are stated, the County will assume the Respondent is prepared to sign the County contract as-is. The County reserves the right to modify the draft agreement during the negotiations with the selected firm and is not bound to the terms set forth in the draft agreement.

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

- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.
- B. Respondents shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation,

performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Respondents' personnel policies shall be made available to County upon request.

- C. Respondents shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Respondents shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.
- D. Respondents must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such Respondents are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The County jury duty ordinance.

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

PART 7 – KEY SELECTION CRITERIA

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

- A. **Completeness of Response Submission** – RFP responses should describe comprehensive architectural and construction administration services proposed and should respond to each of the items set forth in the RFP and adherence to the formatting rules.
- B. **Personnel Experience and Qualification** – Evaluation of the list of personnel specifically assigned to the Project as stated in their previous RFSOQ submittal, including their qualifications, overall experience, and recent experience on projects of similar nature and complexity to the Project. Relevant design expertise to address program requirements and design experience on civic/office buildings in highly dense urban environment similar to this Project are crucial.
- C. **Depth and Quality of Respondent's Performance** – Review of past performance and demonstration of creativity on projects in San Mateo County, the Bay Area or other locations of similar nature and complexity as the Project; evaluation of client references whether included in the proposal response or not; overall responsiveness to County's needs.
- D. **Technical / Management Approach** – Evaluation of the Respondent's overall ability to interface and coordinate with the County's various user groups throughout conceptual design, schematic design, and design development, coupled with technical expertise to program and design a project responsive to the County's current and future needs. The demonstrated ability of the Respondent to provide a sound, efficient design approach for a prominent civic/office building on a highly

dense urban site, establishment of GMP to meet/exceed budget, and cost effective design are also key considerations.

- E. **Availability** – Evaluation of the workload of Respondent’s team and the staffing to be assigned to the Project from the various office locations.
- F. **Financial Stability** – Evaluation of the overall financial position of Respondent as determined from financial information required by the RFSOQ or from other independent sources.

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

PART 8 – REVIEW AND SELECTION PROCESS

8.01 Review of Proposals

- A. The County will evaluate the information based on materials submitted in response to this RFP. All shortlisted Architects should submit information in response to this RFP based on the requested information specified.
- B. Respondents should prepare their response according to the RFP format, i.e., by section and paragraph of this RFP. The County reserves the right to reject any response to this RFP not submitted within the required timeframe; reject any incomplete RFP submitted; contact client references; require further information; and/or require interviews with any Respondent. All costs related to the preparation, submittal, and/or presentation of this RFP are the responsibility of the Respondent and will not be assumed in full or in part by the County.
- C. Proposals shall be used to determine the applicant’s capability of rendering the services to be provided and the cost for the services. By submitting a proposal, each Respondent certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a successful Respondent, or none at all.
- D. The County reserves the right to waive any requirements of this RFP when it is determined that waiving a requirement is in the best interest of the County.
- E. The County will evaluate proposals based on each Respondent’s written submission only. Evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated by the County in this RFP. The Evaluation Committee will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the County’s best interest. You may submit additional materials or reference online information in your proposal if you wish, but these may not be considered during the proposal evaluation process.
- F. If errors are found in a proposal, the County may reject the proposal. However, the County may, in its sole discretion, correct arithmetic and/or transposition errors or

contact a Respondent for clarification. The Respondent will be informed of the errors and corrections.

- G. The County reserves the right to accept other than the lowest costs submitted and to negotiate with a Respondent on a fair and equal basis when the best interests of the County are served by doing so.

8.02 Interview

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

PART 9 – APPEAL OF DECISION

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

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

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

PART 10 – CONFIDENTIALITY OF PROPOSALS

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

Any contract that eventually arises from this RFP is a public record in its entirety, as is all information submitted in response to this RFP except as outlined in this Section. Failure to comply

with the procedures in this Section constitutes a waiver by the submitting party of any claim that the information is protected from disclosure.

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

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

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

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

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

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

PART 11 – GENERAL CONDITIONS

- 11.01** The RFP responses should be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the RFP response meets the County's requirements. To this end, each RFP response should be as specific, detailed, and complete as to clearly and fully demonstrate that the Respondent has a thorough understanding of and has

demonstrated knowledge of the requirements to perform the work (or applicable portion thereof). The Respondent and each of its members must verify the RFP response under oath by including the following statement on page one of the proposal that “I declare under penalty of perjury under the laws of the State of California, that all information submitted under this proposal is true and correct.”

- 11.02** Respondent should acknowledge the receipt of all published Addendum or Addenda by listing them on page one of the Proposal indicating the understanding and acceptance of the changes noted therein.
- 11.03** The submission of a response to this RFP does not commit County to award a contract for the Project, to pay costs incurred in the preparation of responses to this RFP or to procure or contract for any services. Costs for preparing responses to this RFP will be paid entirely by the Respondents.
- 11.04** County reserves the right to interpret or change any provision of this RFP at any time prior to the RFP submission date. Such interpretations or changes shall be in the form of addenda to this RFP and posted on the County’s Office webpage. County, in its sole discretion, may determine that a time extension is required for submission of responses to this RFP, in which case such addenda shall indicate a new RFP submission deadline. County reserves the right to waive inconsequential deviations from stated requirements.
- 11.05** County retains the right to reject any and all responses to this RFP, to contract work with whomever and in whatever manner County decides, or to abandon the work entirely. County shall make final decisions regarding a Respondent’s qualifications as of proposal day. All decisions concerning Respondent selection shall be made in County’s best interests.
- 11.06** This RFP constitutes part of each proposal and includes the explanation of the County’s needs, which must be met.
- 11.07** This RFP and all materials submitted in response to this RFP will become the property of the County.
- 11.08** Alteration of Terms and Clarifications. It is mutually understood and agreed that no alteration or variation of the terms of this RFP shall be valid unless made or confirmed in writing and signed by the County and Respondent selected, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between said parties hereto, shall be binding.
- 11.09** If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Respondent shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications to the RFP will be made by addenda as outlined above.
- 11.10** Clarifications will be sent by email to all parties. Each Respondent must provide the County with electronic contact information in response to this RFP.
- 11.11** If a Respondent fails to notify the County of an error in the RFP prior to the date fixed for submission, the Respondent shall submit a response at his/her own risk, and if the

Respondent enters into a contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

- 11.12** Should Respondent realize during the review process that there has been a substantive error or omission in its submittal, which does not alter basic services and has not already resulted in disqualification from participating in the RFP process for other reasons, said Respondent is invited to submit to the Project Executive a written request and explanation of Respondent's desire to correct its submittal. It shall be at the sole discretion of the County's selection committee to decide whether to grant Respondent's request to correct its RFP submittal.
- 11.13** Contact with County/Project Development Unit Employees. As of the issuance date of this RFP and continuing until the final date for submission of proposals, all Respondents are specifically directed not to hold meetings, conferences, or technical discussions with any County or Project Development Unit employee (or their agents or representatives), for purposes of responding to this RFP except as otherwise permitted by this RFP. Any Respondent found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

PART 12 – NEGOTIATION OF CONTRACT

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

PART 13 – PROJECT MANAGEMENT TEAM

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

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

PART 14 – ANTICIPATED SCHEDULE OF EVENTS FOR RFP PROCESS

Shortlist of the Qualified Respondents was published on	September 12, 2017
Request for Proposals sent to pre-qualified Respondents	September 12, 2017
Questions via email due: 5:00 pm	September 18, 2017
Mandatory Pre-proposal Conference at 1:30pm	September 20, 2017
Responses to Questions posted to website	September 22, 2017
Scope of services and fee proposal due: 2:30 pm	October 16, 2017
Interviews of shortlisted Respondents	October 25-26, 2017
Selection Committee publishes final selection	October 30, 2017
Board of Supervisors approves Contract	November 7, 2017

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

PART 15 - ENCLOSURES

- Enclosure 1 – Sample of Standard Contract Template
- Exhibit A – Scope of Service
- Exhibit B – Fee Schedule and Terms
- Enclosure 2 – Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County
- Enclosure 3 – Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND [Contractor name]**

*****REMOVE ALL INSTRUCTIONAL NOTES IN RED **BEFORE** SENDING CONTRACT TO SERVICE PROVIDER)

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

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

Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

1. Services to be performed by Contractor

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

2. Payments

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

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day] , 20[last 2 digits of start year], through [Month and day] , 20[last 2 digits of end year].

4. Termination

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

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

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

5. Contract Materials

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

6. Relationship of Parties

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

7. Hold Harmless

a. General Hold Harmless

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

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor

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

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

8. Assignability and Subcontracting

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

9. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

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

- i. Comprehensive General Liability... \$2,000,000
- ii. Motor Vehicle Liability Insurance... \$1,000,000
- iii. Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

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

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

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

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

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

14. Merger Clause; Amendments

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

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be

Exhibit A

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

OUTLINE OF SCOPE OF WORK

This Exhibit sets forth a detailed of the scope of services required for the Project.

1.01 Research, Concept Design and Programming:

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

A. Research

- 1) Identify high level vision, goals, and objectives for the Project by conducting visioning/programming workshop(s) and interviewing with users/stakeholders.
- 2) Identify and document space and program needs to support efficient operations.
- 3) Define strategies and available/required research to support these requirements.
- 4) Coordinate and attend two (2) trips with key members of your design team to tour comparable existing facilities if the Owner elects to do so during this phase. Facilities will be collaboratively selected together with Owner's team.

B. Concept Design and Programming Phase

- 1) The Architect shall review and utilize any relevant existing information available in all work performed, except that, the Architect shall be responsible for verifying any information prior to using it. The Architect shall prepare and present conceptual design to demonstrate understanding of the conceptual program and propose ideas and options about appropriate design solutions.
- 2) The Architect shall coordinate and document square footage requirements of the spaces for the functions and program elements. At the conclusion of this phase, the Architect shall submit several conceptual plans and architectural program to the County of San Mateo Project Development Unit to review, select, and approve as the base for moving forward into Schematic Design. The Architect shall also submit a letter of concurrence and/or acceptance of the current and/or revised program.
- 3) The Architect shall develop and utilize space adjacency diagrams to demonstrate the relationship between spaces. The Architect shall develop and review the program thoroughly and recommend appropriate adjustments. Updates to the program shall be clearly documented tracking where changes are made and submitted to the County of San Mateo Project Development Unit for final approval.

- 4) The Architect shall compile a preliminary list of specialized equipment and furnishings. The list shall delineate the needs and objectives of the security control, surveillance and communications as well as other systems.
- 5) The Architect shall furnish all program verification information and preliminary list of specialized equipment and furnishings to the County of San Mateo Project Development Unit for preparation of a detailed Project budget.

C. Phasing, Demolition and Grading Plans

The Phasing, Demolition and Grading package will include:

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

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

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

1.02 Schematic Design Phase

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

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

This phase is expected to end with a clear design direction that includes a design presented in 3D model in BIM showing the building shells and associated functional components to enable use and coordination by the CM/GC. MEP design shall also be incorporated to indicate how the building systems integrate with the architectural design. The deliverables shall include finalized floor plans with all program spaces defined and appropriately sized and located. Detailed circulation plans for patrons, staff, security, and emergency vehicles shall be defined during this phase. Finishes and general furnishings shall also be defined for further refinement in the design development phase. The CM/GC will develop a preliminary cost model based on the schematic design for pre-construction reviews.

A. BIM Project Execution Planning

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

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

B. Mechanical Electrical Plumbing (MEP) Engineering Design

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

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

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

C. Analysis of Structural Systems

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

D. Acoustics

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

E. Security

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

F. Other Schematic Design Tasks

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

1.03 Design Development Phase

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

- 1) A fully coordinate BIM with all disciplines (Structural, MEP, Fire Sprinkler, Landscape) and including space for building services such as fire alarm, IT, AV, Security all modeled and coordinated with architectural spaces and the reflected ceiling plans. Clash detection should be regularly performed and resolved for multi-disciplinary coordination.
- 2) Final floor plans indicating wall types (to establish materials, fire rating, full/ceiling heights and acoustical rating, etc.), exterior and interior elevations (to show openings, doors and glazing systems, etc.), wall and building sections, and construction details.
- 3) Interior Space/Furniture Plan, including Fixed and Loose Furniture systems design and specifications.
- 4) Building sections and exterior wall sections developed indicating exterior materials and glazing systems.
- 5) Roof plan indicating any roof screen and/or space for rooftop equipment, pads and maintenance walkway.
- 6) Schedule of doors, frames, windows and hardware developed and clearly indicated on plans.
- 7) Detail sketches for the design of custom features and schedule of finishes for all spaces throughout.
- 8) Reflected ceiling plans (RCP) with ceiling materials defined and lighting design complete.
- 9) Integration of and with HVAC, Mechanical, Plumbing, Electrical, Fire Protection, AV/Phone and Security Systems.
- 10) Structural drawings illustrating the general structural design of the structure including framing, foundation, lateral support concept and special area treatments and feature designs.
- 11) Site and civil plans indicating grading/drainage, site utilities, hardscape, landscape and landscape furniture coordinated with the building, parking and access requirements.

- 12) Landscape and irrigation plans coordinated with civil finish grades and drainage, planting and ground cover coordinated with building and site furnishings.
- 13) Landscape paving and layout plans.
- 14) All equipment plans.
- 15) Lighting photometric.
- 16) An outline specification including information from all the sub-consultants.
- 17) Develop security concept package with cut sheets to include doors, locks, windows, glazing, cameras, lights, public address, alarms, communications, monitoring, and equipment.
- 18) Assist in selection of materials appropriate for the functions of the spaces.

Coordinate the design documentation including the following:

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

- 12) Fire sprinkler plans coordinated with architectural floor plans, civil plans and any other requirements. Equipment schedules and system diagrams shall also be provided.
- 13) Multi-disciplinary implementation strategy for Zero Net Energy, LEED and any other applicable energy-saving programs (e.g. PG&E Savings by Design, photovoltaic rebate, etc.) based on findings from Schematic Design.

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

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

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

1.04 Construction Documentation, Permitting and Bidding Phase

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

A. Construction Documentation and GMP Package

The Architect shall prepare Construction Documents as required to obtain required permit for construction and to allow the County to obtain bids based on the established bidding schedule for the construction of the Project. These documents will require a high degree of coordination with all consulting engineers and other associated vendors. The BIM should be completely coordinated to support shop fabrication of all relevant components for the building to maximize the efficiency of the construction process and to save both time and money while maintaining the highest quality.

Construction Documentation will include at least:

- 1) Fully coordinated, dimensioned and detailed construction floor plans, reflected ceiling plans, roof plans, sections, exterior and interior elevations showing locations and types of materials, doors, windows, partitions, etc. with all associated schedules and complete specifications for all relevant scope.
- 2) Enlarged plans, sections and details for specialized areas such as patient areas, bathrooms, maintenance/storage rooms, IDF/MDF rooms, etc.
- 3) Interior elevations as required to describe the design of specific design features and highly coordinated areas.
- 4) Exterior wall and building sections including intersection details.

- 5) Detailed design drawings to be used as reference in the fabrication and/or installation of interior finish or equipment.
- 6) Fully coordinated schedules for finishes, doors, hardware and windows.
- 7) Fully coordinated and detailed furniture and equipment plans and schedules. Coordinate and advise on lead times as required to meet the Project schedule.
- 8) Finish plans with symbols and legends and schedule of finishes showing locations of color and materials throughout the space.
- 9) Fully coordinated and detailed structural drawings and calculations.
- 10) Fully coordinated Mechanical, Electrical and Plumbing Drawing and calculations.
- 11) Fully coordinated and detailed Civil drawings clearly indicating the phasing of construction and demolition.
- 12) Fully coordinated and detailed landscape/hardscape and parking plans.
- 13) Specifications manuals for the above, including installation, performance and warranty requirements.
- 14) Other details and specifications as required.
- 15) Power and communication plans showing the types and locations of electrical, data, telecommunications outlets and AV equipment. This should be coordinated with the services engineers who will provide the specifications of each piece of equipment.
- 16) Coordination of IT, AV, Security, and Furniture requirements.
- 17) Coordination with all Design Documents including assembling sets for printing.
- 18) Coordination of design submission materials for LEED as required by USGBC.

The Architect will coordinate with the Owner, Engineering sub-consultants and other Consultants during the course of the Project, including, but not limited to the listing below. The Architect will provide drawings to all Project Team members, depicting and illustrating the elements that influence the layout, design, and cost of engineering systems.

- Project Development Unit
- Functional Team Members
- Authorities Having Jurisdiction, where applicable/appropriate
- Maintenance and Engineering of the San Mateo County Department of Public Works

The Architect and their sub-consultants will prepare, for submission to the Project Development Unit for design review and sign-off at the required stages of the Project.

Full complement of documentation will also be provided for development applications for plan check by appropriate governmental agencies/planning advisor etc. The Architect will respond to inquiries from governmental agencies during the permit process if required, and incorporate all applicable comments into their design expediently. Throughout the design process the Architect shall work closely with the Project Development Unit to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed. In case the cost estimate exceeds the budget, the Architect shall work diligently with the CM/GC to update the design to meet the established budget.

The Architect shall produce a "GMP Package" at a designated time in the project schedule to be directed by the County and coordinated with the CM/GC to support the establishment of a Guaranteed Maximum Price (GMP) for the Project. This "GMP Package" shall include all the design information and details (e.g. inclusion, location, quantity, sizing, system & materials specifications, etc.) for all disciplines within the confirmed scope that are necessary for the generation of a detailed cost estimate by the CM/GC and the Owner's separately and directly contracted cost estimator. The Architect shall review the detailed cost estimates, collaborate with the CM/GC and the Owner, and make design adjustments as necessary, to establish a GMP before the CM/GC can proceed to bidding.

B. Permitting and Bidding

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

C. Other Tasks During This Phase:

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

1.05 Construction Administrative Services

During construction, the Architect will provide the following services and be actively participate in the field for:

- 1) The Architect shall designate at least one representative available as needed during the construction phase to verify the construction's general conformance with the design intent of the Construction Documents and to address field coordination issues as they come up. The Architect's representative must be authorized to make design decisions.
- 2) Review of submittals and shop drawings to verify conformance with design intent, finish specifications, and all manufacturers' details.
- 3) Responses to the General Contractor's Requests for Information (RFIs) and preparation of documentation for changes, clarifications, and interpretations to the Construction Documents as required.
- 4) Submission of design documents required for LEED and coordination with CM/GC on construction submittal requirements for LEED.
- 5) Review of General Contractor's applications for payment.
- 6) Final review and approval of all construction as it relates to the intent of the Architectural Contract documents.
- 7) Management of the Project punch list process and documentation of the construction punch list in coordination with the County and its consultants.
- 8) Coordination required for the collection of design changes and as-built conditions for incorporation into the final record documents, inclusive of building signage. Record documentation must be provided to the Project Development Unit in the following formats:
 - BIM – Source files in their native formats (e.g. Revit, Navisworks, etc.)
 - AutoCAD
 - PDF
 - Original source files in other native electronic formats (e.g. Excel, Word, PowerPoint, etc.)
 - Hardcopies – Three (3) sets of full-size paper drawings (24"x36" or 30"x42")

A. Meeting Attendance

The following are the types of meetings expected to be attended by the Architect throughout the Project's construction duration.

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

B. Document Distribution

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

C. Transition Phase

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

END OF EXHIBIT A

Exhibit B

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

PLEASE FOLLOW THE INSTRUCTIONS AS REQUIRED IN PART 6, SECTION 6.04 OF THIS RFP.
PLEASE ATTACH ARCHITECT'S FEE MATRIX IN AN EXCEL FORMAT TO THIS DOCUMENT.

ATTACHMENT I

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

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

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

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

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

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

Date:

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

Issued by County of San Mateo Contract Compliance Committee August 5, 2013

Attachment IP

Intellectual Property Rights

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

Issued by County of San Mateo Contract Compliance Committee July 1, 2013
