



Request for Qualifications Architect/Engineering Services

RFP #019/09

December 2009

Housing Authority of the County of Santa Clara
505 West Julian Street
San Jose, California 95110-2300
(408) 275-8770

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**HOUSING AUTHORITY OF THE COUNTY OF SANTA CLARA
505 WEST JULIAN STREET
SAN JOSE, CALIFORNIA 95110**

**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECT/ENGINEERING SERVICES**

1. GENERAL INFORMATION:

The Housing Authority of the County of Santa Clara ("HACSC" or "Agency") is soliciting qualified firms to provide Architectural and Engineering Services for the Authority's rental housing.

The Housing Authority is located at 505 West Julian Street, San Jose, California, 95110. The Agency owns or operates 28 multi-family and senior rental housing apartment complexes that are either public housing, or supported by Housing and Urban Development Department Section 8 programs. In addition, the Housing Authority may develop new affordable housing, including design and construction of new projects.

The governing body of the HACSC is a seven member Board of Commissioners, each appointed by the County of Santa Clara Board of Supervisors. Five are members at large from the community and two are tenants of the Authority. Pursuant to the terms of a cooperation agreement, the HACSC also operates the Housing Authority of the City of San Jose throughout the city's jurisdiction.

2. IMPORTANT DATES FOR THE RFQ:

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| a. Issue Date | December 4, 2009 |
| b. Request for Clarification Deadline | NLT 5:00 PM December 18, 2009 |
| c. Submittal Deadline | NLT 5:00 PM January 7, 2010 |
| d. Oral Interviews with Finalists | January 14, 2010
100 Great Oaks Blvd
San Jose, CA 95119 |

Prospective respondents may request clarification to this RFQ only by submitting a written request via email to rener@hacsc.org, with a copy to mariannel@hacsc.org. All questions must be received in writing no later than 5:00PM, December 18, 2009. A list of the questions

asked and the answers will be posted on the HACSC website www.hacsc.org and made available for review by all potential applicants by Tuesday, December 22, 2009.

This formal, advertised RFQ indicates the time by which the proposals must be received. Any proposal received after the submittal deadline will not be accepted and will be returned unopened. Postmarks will not be accepted as document delivery.

3. PURPOSE:

The Agency often needs professional architectural/engineering assistance in the maintenance and upkeep of its current inventory of rental housing and new construction developments.

Through this RFQ, the Authority is soliciting proposals for the purpose of selecting a firm with experience in architectural design, architectural interiors, mechanical engineering, electrical engineering, geotechnical engineering, structural engineering, and asbestos/lead abatement to provide professional architectural and engineering services.

The successful A/E will provide professional services as described in Section 4 of this RFQ consistent with the A/E Manual, as revised and latest directives issued by the Division of Engineering and Buildings concerning construction and professional services for new and renovated buildings.

Proposal submission: Submit one (1) original and four (4) copies of the proposal to:

Housing Authority of the County of Santa Clara
100 Great Oaks Blvd, Suite B
San Jose, CA 95119
Attn: Rene Regino

4. SCOPE OF SERVICES:

See Scope of Services, Attachment A

5. STATEMENT REQUIREMENTS:

- a. Statement of Qualifications shall be signed by an authorized representative of the A/E. By submitting a statement, the proposer certifies that all information provided in response to this RFQ is true and accurate. Failure to provide required information by this RFQ will ultimately result in rejection of any statement.
- b. Statements should be prepared simply and economically, providing a straightforward, concise description of the A/E's capabilities for satisfying the requirements of the RFQ, including professional licenses and authority of the firm to do business in California.
- c. One original and four (4) copies of the proposals for which the A/E work to be considered shall be submitted to the Agency.
- d. Any information thought to be relevant to the selection criteria, but not specifically applicable to the enumerated scope of work, shall be provided as an appendix to the proposal.

- e. The following Capital Outlay Forms AE-1 thru AE-6, Architect/Engineering Firm Data, must be used by A/E's responding to the RFQ:
- Form AE-1 provides historical data on the Proposer/Prime Design Professional, including firm name, location, type of ownership, size, previous name(s), principal, type of personnel, consultants proposed, Professional Liability Insurance coverage and past project experience data.
 - Form AE-2 provides information on the proposed personnel for the work.
 - Form AE-3 provides information on the personnel proposed to be assigned and a narrative of the proposed methodology for providing the services and assuring quality.
 - Form AE-4 provides information on the individual qualifications, experience and expertise of the proposed Key Personnel.
 - Form AE-5 provides specific data on similar projects (or projects which have features or system similar to those envisioned for this project) on which A/E and/or its consultants have provided services.
 - Form AE-6 provides a format for any additional or supplemental information in the form of a narrative describing capabilities, expertise, project approach, current workload, and other information which indicate why the firm is particularly qualified or suited for this work.

6. EVALUATION AND AWARD OF CONTRACTS:

1. Evaluation Criteria: HACSC will consider Proposals only from firms or organizations that, in the HACSC's sole judgment, have demonstrated the capability and willingness to provide the services contemplated by this RFQ.

Statements will be evaluated using the following criteria and the guidelines as set forth in Section 410.0 of the Construction and Professional Services Manual.

- a. Expertise, experience, and qualifications of the A/E's primary designer in each relative discipline for providing the services in Section 4, Scope of Services.
- b. Expertise, experience and qualifications of any special consultants proposed for providing the services described in Section 4, Scope of Services.
- c. Geographic location of the A/E's office where work will be performed in relation to the project location(s).
- d. Current project work load, plan to complete the work and ability to complete the work in a timely manner.
- e. Expertise and past experience of the A/E in providing services on projects of various size, scope and features as those required for HACSC.
- f. Qualification and experience of the A/E's project manager to be assigned to this project.
- g. A/E's recent (past 5 years) experience/history in designing projects within an established "Design-not-to-exceed" budget.
- h. A/E's experience in providing services in conformance to the State's Construction and Capital Outlay procedures including Codes, Standards, Accessibility and Building Efficiency.
- i. Size of the firm relative to the size of the project(s).

- j. Financial responsibility as evidenced by the A/E's carrying Professional Liability Insurance.
- k. A/E's experience in providing services for federally supported programs.

Generally, the selection committee will consider the A/E's overall suitability to provide the required services, including comments and/or recommendation of the A/E's previous clients.

2. Selection Process: HACSC 's representative will review and evaluate all the proposals submitted to determine if Minimum Qualifications have been met, Evaluation of the responses will be based on the following criteria:

10 points	Completeness and creativity of the proposed approach to the scope of services
20 points	Qualifications of the firm to perform the Services based on similar experience and qualifications of personnel selected to perform the Services
35 points	Past record of performance on contracts with non-profit organizations with respect to such factors as control of costs, and quality of work
35 points	Capability to provide professional services in a timely manner, and ability to meet schedules

3. Contract Process: The Agency will engage in individual discussion and interviews with Proposers deemed fully qualified, responsible and suitable on the basis of initial responses. At the conclusion of the interviews and on the basis of evaluation factors set forth in Section 6 and the information provided and developed in the selection process , the Agency will rank, in the order of preference, the Proposers whose qualifications and proposed services are deemed most meritorious. It is the intent of the Agency to select a pool of one or more proposers to provide Architectural Services. A master agreement will be executed with each of the selected proposers. Negotiations will be conducted as the need for services is required. If a contract satisfactory and advantageous to the Agency can be negotiated at a fee considered fair and reasonable, the award shall be made for that Proposer. Otherwise, negotiations with the other Proposers will be conducted until such contract can be negotiated at a fair and reasonable fee.

7. FEES:

The initial contract will be a master agreement that will allow for the Authority to authorize services based on rates and terms of the master agreement. The fee for services for individual projects may be negotiated as a fixed fee, or, where appropriate, on a time and materials basis considering the Scope of Services required, the estimated service hours required for each level/discipline and the hourly rates for the various skill levels required for the work.

8. TERMS AND CONDITIONS:

Withdrawal of RFP:

Proposals may be withdrawn before and after the RFQ submittal deadline by submitting a written request to the Contact Person. Re-submittal before the RFQ submittal deadline can be made, however, they may not be re-submitted after the deadline.

RFQ Costs:

All costs incurred in the preparation and presentation of the RFQ shall be completely absorbed by the responding party to the RFQ. All documents submitted as part of the RFQ will become property of the HACSC. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

Affidavit:

All proposals must include an executed Non-Collusion Affidavit on the form furnished in the RFQ packet.

9. ATTACHMENTS:

- Attachment A Scope of Services
- Attachment B Architect//Engineering Firm Data Forms
 - Form AE-1 Synopsis of Responding Firm
 - Form AE-2 Consultant/Other Office
 - Form AE-3 Project Staffing Organization
 - Form AE-4 Personnel Qualifications
 - Form AE-5 Representative Project Data
 - Form AE-6 Supplemental Information
- Attachment C Non-Collusion Affidavit
- Attachment D Property List
- Attachment E Insurance Requirements
- Attachment F Sample-Professional Services Agreement (PSA)

Housing Authority Contacts:

The designated individual responsible for coordination of the RFQ is Rene Regino, Director of General Services. Any questions relating to this RFQ should be directed to Mr. Rene Regino at (408) 361-4610, email address rener@hacsc.org.

ATTACHMENT A

SCOPE OF SERVICES

The responding A/E shall furnish all expertise, labor and resources, in accordance with the requirements of the Construction & Professional Services Manual, to provide complete services necessary for individual contracts issued. The following generally summarizes the types and scopes of services that the A/E may be required to perform:

1. Basic Services & Deliverables

The following Services and Deliverables will be required for each Project assigned to the Consultant, except as modified in writing by a Project Agreement to suit particular project needs where additional or less are deemed appropriate by Consultant and Owner's OAR:

A. Programming Phase

1. Examine Owner-provided "Project Planning Guide", other programmatic information, and the proposed Project site in terms of: Project requirements, functions and priorities; site and existing facility conditions, opportunities and constraints; space requirements and constraints; utilities services and constraints; zoning and other applicable regulations; expandability; access; parking; massing; construction feasibility and phasing; and other factors Consultant or Owner consider relevant to the Project.
2. Provide comprehensive programming services including but not limited to the following: Fully develop all necessary programmatic information; solidify Project design objectives and criteria; confirm staffing plans, numbers and positions of personnel; confirm space requirements and relationships; compare requested space to similar projects and space standards; diagram space relationships by using massing diagrams, flow diagrams, stacking diagrams, bubble diagrams and other graphical methods; identify special equipment and systems, site and off-site requirements, security zones, and other factors Consultant or Owner consider relevant to the Project.
3. Prepare a Draft Program for Owner's review, comment and acceptance.
4. Based on Owner's comments to the Draft Program, prepare a Final Program that includes a Proposed Project Schedule and a Conceptual Project Budget in CSI format. Develop Budget by applying unit costs and other standard cost data to space and facilities requirements. Include all foreseeable Project costs including design, construction, utilities connections, off-site

improvements, permits, fees, furniture, and moveable and installed equipment. Incorporate Owner's estimates for costs of land, rights-of-way, special studies and other costs that are Owner's responsibility pursuant to Part 4.

B. Schematic Design Phase

Based on the Final Program, prepare Schematic Design documents as described below:

1. A review of alternative approaches to design and construction of the Project.
2. Schematic drawings and study models, if appropriate, to indicate the size, shape and relationship of all spaces and systems involved in the Project, including basic structural, mechanical, plumbing and electrical systems. These documents shall clearly show site plans, off-site improvements if needed, all elevations, floor plans of individual floors, and sections to demonstrate the building construction and spaces in both plan view and section.
3. A narrative report by each discipline describing their proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, electronics and security systems, types of equipment, materials, finishes, site development and landscaping. The rationale shall include initial cost, life-cycle cost, and life expectancy considerations.
4. Perspective drawings, if needed to convey the designer's intent.
5. An updated Project Schedule for design and construction of the Project, including a detailed schedule of the progression and submittals of drawings and specifications in the subsequent phases. The portion of the Schedule for the Construction Phase may be shown as a single line item depicting only the overall duration, unless construction phasing is a critical part of the Project.
6. An analysis of construction phasing including accessibility, interference with and continuation of facility operations during construction, and a plan for resolving interferences and problems identified.
7. A chart comparing the changes in cost elements and the size of each space from the Final Program to the Final Schematic Design.
8. A Preliminary Statement of Probable Construction Cost.

C. Design Development Phase

Based on the Owner-approved Schematic Design Documents, prepare Design Development Documents as described below:

1. Drawings, three-dimensional studies and renderings, calculations, and outline Specifications as required to fix and describe the architectural character and materials; the structural system in all its essential features; the electrical, electronic, mechanical and plumbing systems refined to show the system characteristics, quality of environment and control they will provide; landscaping and site work as applicable.
2. Design Development Phase Drawings must indicate the Scope of Work included in the bid package with sufficient detail to enable preparation and review of a reliable cost estimate. The following descriptions are a guide to the minimum requirements for a Design Development submittal. They shall be augmented as necessary to show design intent and to prepare an accurate estimate of construction cost.
3. Architectural Drawings
 - a. Floor plans that clearly show:
 - Finish schedule
 - Principal dimensions
 - Wall types clearly identified
 - Security zones and perimeters
 - Room and door numbers, and a numbering plan for the entire facility
 - Sufficient sections and details to enable a reasonable material takeoff
 - Contract-furnished and Owner-furnished equipment lists incorporated in layout
 - b. Roof plans which clearly show:
 - Slopes
 - Type of roofing
 - Roof access and pathways
 - Location of any mechanical equipment
 - Sufficient information to determine primary and secondary means of drainage
 - c. Reflected ceiling plans which clearly show:
 - Ceiling material
 - Access hatches
 - Room numbers
 - Partitions coordinated with the floor plans
 - Mechanical & electrical features coordinated with mechanical & electrical system drawings

- d. Elevations that clearly show:
 - Types of surface materials
 - Dimensions from finish floor to tops of walls, eaves and rooflines
 - All openings without dimensions but coordinated with door and window schedules
- e. Sections that clearly show:
 - Any security considerations
 - Firewall conditions at tops of walls
 - All essential building parts and materials
- f. All door, window, glazing and hardware schedules complete with sufficient detail to show the agreed-upon form and style.
- g. All items intended to be permanently affixed to the building.

4. Structural Drawings

- a. Floor and foundations plans which clearly show:
 - Principal dimensions
 - All columns, shear walls, shafts and stairs
 - Coordination of structure with architectural floor plans
 - Section cuts and details to identify the proposed type of foundations
 - Sufficient section and detail bubbles to show where sections and details can be found
- b. Roof plans which clearly show:
 - Principal dimensions
 - All major framing members
 - Sufficient sections and details to show design intent
 - Coordination with architectural, mechanical and electrical floor plans
 - Sufficient section and detail bubbles to show where sections and details can be found
- c. Sections and details which clearly show:
 - Design intent
 - All-important connections
 - Coordination with other structural plans
 - Logical placement to allow easy location of sections and details

5. Mechanical and Plumbing Drawings

- a. Mechanical and Plumbing plans which clearly show:
 - Room numbers
 - Locations of all major pieces of equipment
 - Layout and sizing of all ductwork and piping

Symbol list coordinated with symbols on plans
All points-of-connection including invert elevations
Sufficient section and detail bubbles to show where
sections and details can be found

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

6. Electrical Drawings

- a. Lighting and power plans which clearly show:
 - Room numbers
 - Single line diagrams of services and systems
 - Symbol list coordinated with symbols on the plans
 - Lighting plans coordinated with reflected ceiling plans
 - Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines
 - Sufficient section and detail bubbles to show where sections and details can be found
- b. Equipment and fixture schedules including lighting.
- c. Security, alarm, intercom, public address (PA), closed circuit TV (CCTV), and similar electrical and electronic systems.

7. Civil Drawings

- a. Site and grading plans that clearly show site cross sections
 - Site contours and drainage
 - Locations of all benchmarks
 - Precise locations of all major elements
 - Roadways, driveways and parking areas
- b. Site utility plans which clearly show:
 - All connections to off-site utilities
 - All points-of-connection including invert elevations
 - All drainage systems and other utilities located and sized

8. Landscaping Drawings

- a. Site plans which clearly show:
 - Plants selection and Planting layout
 - Irrigation system with point-of-connections to site utilities

9. Other Items

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

systems.

- b. Engineering Calculations clearly presented for all disciplines, including realistic loads, and sufficiently complete for Construction Documents to proceed.
- c. Room Data Sheets itemizing all requirements for each space such as: staff positions, furnishings, equipment, security provisions, power, telephone and data requirements, etc.
- d. A chart comparing the changes in cost elements and the size of each space between the Final Program, the Schematic Design Phase, and the Design Development Phase.
- e. A Revised Statement of Probable Construction Cost.
- f. Energy Calculations and Report.

D. Construction Documents Phase

- 1. Based on the Owner-approved Design Development Documents, prepare Construction Documents as described below:
 - a. Final Drawings and Specifications prepared in AutoCAD 2000 or newer, ready for bidding and construction purposes, describing the scope and details of the architectural, mechanical, plumbing, electrical, structural, civil, security, landscaping and general construction work to be performed by the Contractor. All review comments from prior Phases shall be incorporated. All Documents shall be verified by Consultant as required by Part 6.02 E. below, and shall be stamped and signed by the Consultants of Record.
 - b. Simplified Floor Plans of all floors, in Owner-approved format.
 - c. Structural, Mechanical and Electrical Calculations stamped and signed by the Engineers of Record.
 - d. An Operating Manual describing the operation of all systems and equipment designed into the Project.
 - e. Engineered Estimates of annual utilities consumption by month for the Project.
 - f. Final Room Data Sheets itemizing requirements for each space, per Part 6.02 C.8.c. of the Design Development Phase.

- g. A listing of all required Contractor's Submittals, grouped by Specification section.
 - h. A listing of all testing and inspection requirements, grouped by Specification section.
 - i. A Submittals Tracking Log listing all required submittals including anticipated submittal date, actual submittal date, and submittal status.
 - j. An updated Project Schedule based on the Construction Documents.
 - k. A Final Statement of Probable Construction Cost.
2. Obtain all necessary approvals and permits, such as the State and County Fire Marshals. With Owner's prior approval, Consultant may pay any required fees on behalf of Owner and submit receipts to Owner for reimbursement.

E. Design Quality Control & Coordination Checks

1. Consultant is totally responsible for the technical quality of all documents prepared by Consultant and the Consultant's direct subconsultants. Consultant shall rely on the accuracy and technical quality of documents provided by Owner or the Owner's consultants. Consultant and Owner acknowledge that remodeling or rehabilitation work may require visual inspection to verify adequacy of "as-built" conditions and that Consultant cannot be responsible for those conditions not visible without exposing concealed conditions or destructive investigation. If Director authorizes opening concealed conditions or destructive testing, Consultant will be responsible for those areas inspected.
2. Before submitting the completed Construction Documents to Owner, Consultant shall check all documents for technical accuracy and coordination within and between disciplines. Coordination checks shall be made in accordance with a disciplined procedure and shall be scheduled accordingly. The marked up coordination check prints shall be submitted to Owner and shall be returned after Owner's review.
3. All Drawings, Specifications and calculations submitted by Consultant to Owner shall contain a statement that the document has been reviewed for accuracy, completeness and coordination with other disciplines. The respective licensed person for that discipline shall sign the statement. Consultant's fee for Coordination Checks as set forth herein shall include the cost of performing such reviews, and shall be set forth in total in each Project Agreement.

4. If review of the documents by Owner reveals that Consultant's review is incomplete, Owner will notify Consultant and allow Consultant to complete the review. If Consultant's review is not satisfactorily completed within ten (10) days after such notification, the Contract amount shall be reduced by the entire amount stipulated for such review in each Project Agreement. Notwithstanding such Contract reduction, Consultant shall remain fully responsible for all technical accuracy and coordination.

F. Bidding Phase

Consultant shall assist Owner in obtaining bids from General Contractors for a publicly bid lump sum fixed price Construction Contract based on the Owner-Approved Contract Documents. Consultant shall receive bidders' questions, develop corrections or clarifications as required, and prepare Addenda for issuance by Owner. Consultant shall attend all pre-bid conferences, and shall advise Owner regarding acceptance or rejection of the Bid or Bids. Owner will administer the bidding process.

G. Construction Phase

1. The Construction Phase will commence with the award of the Construction Contract.
2. Consultant shall attend periodic progress meetings and shall visit the Project site at intervals appropriate to the stage of construction or as otherwise agreed on in writing by Owner. Consultant shall become generally familiar with the progress and quality of the Work and shall determine, in general, if the Work is proceeding in accordance with the Contract Documents. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
3. On the basis of such on-site observations as a Consultant, Consultant shall keep Owner informed of the date and time of each visit, the specific Work observed, and of the progress and quality of the Work, and shall endeavor to guard Owner against defects and deficiencies in the Work of the Contractor.
4. Consultant shall immediately inform Owner when Consultant observes work, which does not conform to the Contract Documents. When Consultant's observations so indicate, Consultant shall recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.
5. Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques,

sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

6. Consultant shall at all times have access to the Work. All written communications with the Contractor shall be through Owner's Project Manager.
7. Consultant shall promptly render interpretations necessary for the proper execution and progress of the Work on Owner's written request, and shall render written decisions within a reasonable time no greater than four (4) working days for requests for information ("RFI's"), and no more than eight (8) working days on all claims, disputes, and other matters in question between Owner and Contractor. Consultant shall notify Owner immediately if more time is required for reasonable cause. Any extension shall be mutually agreed between Consultant and Owner.
8. Interpretations and decisions of Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.
9. Consultant's determinations on claims, disputes or other matters, including those in question between Owner and Contractor, shall be subject to the provisions of the Contract Documents.
10. Consultant shall review or take other appropriate action on receipt of Contractor Submittals such as Shop Drawings, Product Data and Samples, but only for conformance with information given and the design concept expressed in the Contract Documents; Consultant shall immediately notify Owner of any Submittal review comment which could result in a Change Order. Consultant shall take all such action within a reasonable time no greater than fifteen (15) calendar days from receipt of Contractor's Submittals, unless more time is required for reasonable cause. Consultant shall return unacceptable or incomplete Submittals within five (5) working days. Consultant shall notify Owner immediately of any potential delays in meeting these response times.
11. Consultant's review of Contractor's Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

12. When the Contract Documents require Contractor to provide professional certification of performance characteristics of materials, systems or equipment, Consultant shall be entitled to rely on such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
13. Consultant shall prepare supporting data, Drawings, Specifications and other documentation, and provide other Services as needed to assist Owner in evaluating Contractor's proposals for Change Orders and Field Modifications.
14. Consultant shall prepare Change Orders and Field Modifications for Owner's approval and execution in accordance with the Contract Documents.
15. Consultant shall review all operating and maintenance manuals and instructions received from the Contractor and notify Owner of any observed deficiencies. Such information shall include all specifications, warranties, operations, vendor correspondence and related data pertaining to the equipment and systems installed in the Project. Consultant shall assure that the Contract Documents specifically require the Contractor to assemble, organize and index this material and furnish it to Owner in suitable loose-leaf binders.
16. Consultant shall provide Owner an orientation session to facilitate moving into the Project. The session shall focus on operational issues relating to the design intent of the various systems. The session will orient Owner's staff on the design intent in order to facilitate staff acceptance and move-in.
17. Consultant shall conduct observations and attend Project site walk-throughs to assist Owner in determining the final completion of the Construction Work.

H. Construction Quality Control Systems

1. Specifying Quality Levels and Quality Control Procedures: The Drawings and Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor is required to perform.
2. Necessity For: After Contract award, the Contractor cannot be required to perform any work not required by the Contract Documents, without added compensation. Therefore, to obtain complete Bids for all required Work, the Contract Documents must clearly specify the necessary quality levels, and the necessary quality control procedures to verify that required quality

levels have been met.

3. **Quality Control Procedures:** Each Specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that Section.
4. **Contractor Submittals:** Each Work-related Specification section must dedicate a subsection to identify and list required Contractor Submittals such as shop drawings, certificates of compliance, equipment data sheets, samples, tests and test results, mix designs, required worker qualifications, off-site inspections, or all other necessary Contractor Submittals.
5. **Testing and Inspection Requirements:** Testing and inspection requirements shall be included in each Specification section and shall identify the specific inspection, sampling, and testing to be performed by the Contractor, including: Items to be tested; who performs and pays for the tests; the number of tests per unit; the test method; the required tolerances; and the actions to be taken in the event of failure. The Specifications shall require the Contractor to hire a Certified Testing Lab to perform all required tests and to submit certified test results to Owner.

I. Warranty Phase

During all warranty or guarantee periods relating to designs prepared pursuant to this PSA or any Project Agreement, Consultant shall, when requested, render advice to assist Owner in obtaining necessary compliance by the Contractor with the terms of said warranties and guarantees. Should Owner request Warranty Phase Services after Final Completion of the Work, and services are required through no fault of Consultant, Consultant shall be compensated pursuant to Part 6.03.

J. Submittal of Deliverables

1. Consultant shall furnish to Owner for purposes of checking and acceptance, one reproducible copy of:
 - a. Schematic Design Documents at 100% completion
 - b. Design Development Documents at 100% completion.
 - c. Contract Documents at 75% and 100% completion.
 - d. The complete Bid Documents ready for bidding.
2. Each submittal shall include a declaration statement, signed by a principal of Consultant's firm, that the work of Consultant's Subconsultants has been coordinated, the submittal is complete, and that all review comments have been incorporated and coordinated.

3. Consultant shall participate in peer review and value engineering of the programs, designs, construction documents, and engineering components as required by Owner. Peer review to consist of no more than one (1) person for one (1) eight-hour working session per Project Agreement.
4. Consultant shall prepare a draft Bid Form, the Basis of Award, all Supplementary General Conditions, and all Plans and Specifications, and shall assemble all Bid Documents ready for bidding, incorporating the Owner-provided documents specified in Part 4.
5. Record Drawings: The Contract Documents shall require the Contractor to update the "as-built" condition of working drawings on a regular and on-going basis as a requirement for progress payments. Upon Project completion, Consultant shall receive Contractor's marked up drawings and prepare a reproducible set of Record Drawings for the Project. Consultant's fee for preparation of Record Drawings shall be shown in each Project Agreement.
6. Consultant shall furnish to Owner, suitable for reproduction, original tracings or equivalent quality reproducible Plans, Specifications and other Bid Documents, and computer disks containing the Plans and Specifications in the following formats: AutoCAD 2000 or newer, Windows 98 or newer, and MS Word for Windows XP or newer.

K. Printing & Reproduction

Consultant shall pay for all printing and reproduction needed in the performance of its Services, except copies of the deliverable documents specified in Part 6.02 J.1. and all Bid Documents for distribution to bidders that shall be printed at Owner's expense.

L. Meetings

In addition to Project site visits and periodic Construction progress meetings, Consultant shall attend meetings with Owner's officials, staff, commissions and user groups as required for the performance of Consultant's Services pursuant to this PSA. This requirement shall include meetings with Owner and user groups to develop, explain and refine program and design criteria, and for Consultant to present design solutions for acceptance. Meetings with Owner-sponsored advisory groups and local officials to present the Project to the public are part of the Basic Services. Owner's Project Manager shall coordinate all meetings between Consultant, Owner's user groups, and the public.

6.03 Supplementary Services

- A. The following Supplementary Services and Deliverables may be authorized in a Project Agreement and, insofar as they cause Consultant extra expense, shall be compensated solely at the hourly rates in Exhibit A, Consultant's Hourly Rate Schedule:

	ARCHITECTURAL / ENGINEERING FIRM DATA	RFQ# 019/09																																																																																										
CONSULTANT / OTHER OFFICE																																																																																												
Submitted By (Firm Name):																																																																																												
Submittal For (Project Title):																																																																																												
1) FIRM NAME AND ADDRESS: (office where work will be done) TELEPHONE: _____ FAX: _____ FEIN / SSN: _____	2) YEARS IN BUSINESS a) Under Present name: b) List other names and years:																																																																																											
3) NAMES OF PARENT COMPANY (if any) or MAIN OFFICE: TELEPHONE: _____ FAX: _____	4) SPECIFY TYPE OF OWNERSHIP: <table style="width: 100%;"> <tr> <td style="width: 30%;">☐</td> <td style="width: 40%;">Sole Proprietor</td> <td style="width: 30%;">☐</td> <td style="width: 10%;">MBE</td> </tr> <tr> <td>☐</td> <td>Partnership</td> <td>☐</td> <td>SBE</td> </tr> <tr> <td>☐</td> <td>Professional Corp.</td> <td>☐</td> <td>WBE</td> </tr> <tr> <td>☐</td> <td>Corporation</td> <td></td> <td></td> </tr> </table>		☐	Sole Proprietor	☐	MBE	☐	Partnership	☐	SBE	☐	Professional Corp.	☐	WBE	☐	Corporation																																																																												
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5) NAMES OF NOT MORE THAN TWO PRINCIPALS TO CONTACT: (Title and Phone Number) <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Name _____</td> <td style="width: 20%; text-align: center;">Title _____</td> <td style="width: 30%; text-align: center;">Phone Number _____</td> </tr> </table>			Name _____	Title _____	Phone Number _____																																																																																							
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7) FUNCTIONS OR SERVICES TO BE PROVIDED: 8) HAS SOMEONE IN FIRM ATTENDED THE CONSTRUCTION & PROFESSIONAL SERVICES MANUAL SEMINAR? ☐ Yes ☐ No NAME(S): _____ 9) ON HOW MANY PROJECTS HAS THE CONSULTANT WORKED WITH THE PROPOSER IN THE LAST FIVE YEARS? 10) LIMITS OF PROFESSIONAL LIABILITY INSURANCE AND DEDUCTIBLE:																																																																																												
The foregoing is a statement of fact. <table style="width: 100%;"> <tr> <td style="width: 50%;"> Typed name: _____ Title: _____ </td> <td style="width: 50%;"> Signature: _____ Date: _____ </td> </tr> </table>			Typed name: _____ Title: _____	Signature: _____ Date: _____																																																																																								
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	ARCHITECTURAL / ENGINEERING FIRM DATA	RFQ#
	PROJECT STAFFING ORGANIZATION	019/09

Submitted By (Firm Name):

Submittal For (Project Title):

1) KEY PERSONNEL TO BE DESIGNATED FOR HACSC PROJECTS: (Include Form AE-4

<u>Function</u>	<u>Name</u>	<u>Title</u>	<u>Firm / Office</u>
Project Manager			
Architect			
Structural Engineer			
Mechanical Engineer			
Electrical Engineer			
Civil Engineer			
Other			

2) DESCRIBE AVAILABILITY OF STAFF AND CONSULTANTS: Not Applicable.

3) DESCRIBE PROJECT METHODOLOGY, I.E., HOW WILL THE WORK FUNCTIONS, RESPONSIBILITIES AND COORDINATION BE PERFORMED?

4) DESCRIBE YOUR FIRM'S METHOD OF QUALITY ASSURANCE FOR DOCUMENTS ON A TYPICAL PROJECT.

The foregoing is a statement of fact.

Typed name: _____ Signature: _____
 Title: _____ Date: _____

	ARCHITECTURAL / ENGINEERING FIRM DATA	RFQ#
	PERSONNEL QUALIFICATIONS	019/09

Submitted By (Firm Name): _____

Submittal For (Project Title): _____

BRIEF RESUME OF KEY INDIVIDUAL PROPOSED FOR THIS PROJECT. PROVIDE ONE FORM FOR EACH PERSON.

1) NAME AND TITLE:

TYPICAL DUTY OR ASSIGNMENT: _____

2) ASSIGNMENT FOR THIS PROJECT: Not Applicable.

PERCENT OF TYPICAL 40 HOUR WORKWEEK THIS PERSON WOULD SPEND ON THIS PROJECT: _____ PERCENT

3) EMPLOYEE OF:

4) YEARS OF EXPERIENCE:

_____ YEARS TOTAL EXPERIENCE _____ YEARS WITH THIS FIRM

5) EDUCATION: COLLEGE / DEGREE(S) / YEAR / SPECIALIZATION:

6) ACTIVE REGISTRATION: Year first registered / State / Discipline or Type

ARCHITECT# _____ or ENGINEER # _____

7) RELEVANT EXPERIENCE AND / OR QUALIFICATIONS:
 (List up to six (6) relevant projects and indicate your role and responsibility for each.)

The foregoing is a statement of fact.

Typed name: _____ Signature: _____

Title: _____ Date: _____

	ARCHITECTURAL / ENGINEERING FIRM DATA	RFQ#
	REPRESENTATIVE PROJECT DATA	019/09

Submitted By (Firm Name): _____

Submittal For (Project Title): _____

1) PROJECT NAME:

PROJECT TYPE: _____ LOCATION: _____

2) OWNER:

Project Administrator: _____ Title: _____

Address: _____ Phone Number: _____

FAX Number: _____

3) PRIME CONTRACTOR:

Project Manager: _____ Phone Number: _____

Superintendent: _____ FAX Number: _____

4) NAMES OF KEY DESIGNERS/PROJECT MANAGERS STILL WITH THE FIRM AND THEIR SPECIFIC PROJECT RESPONSIBILITIES:

<u>Discipline</u>	<u>Firm /Employer</u>	<u>Individual</u>	<u>Assignment on Project</u>
Prime A/E			
Architectural			
Structural			
Mechanical			
Electrical			
Civil			
Special Consultant			
Other (specify)			

5) NAMES OF APPLICABLE CODE(S):

☐ VUSBC
 ☐ BOCA
 ☐ SOUTHERN
 ☐ LIFE SAFETY
 ☐ UFAS/ADA
 ☐ Other (describe) _____

6) DESCRIPTION OF RELEVANT PROJECT FEATURES:

7) CONSTRUCTION DATA:

TYPE:		<u>Duration (months)</u>	
GROSS AREA:	<u>PROJECT SCHEDULE:</u>	<u>Sched</u>	<u>Actual</u>
NUMBER FLOOR LEVELS:	Design		
	Construction		
OWNER's BUDGET:	NUMBER OF CHANGE ORDERS:		
A/E ESTIMATE:	COST OF CHANGE ORDERS:		
LOW BID:	DATE OF SUBSTANTIAL COMPLETION:		

8) (INTENTIONALLY LEFT BLANK).

The foregoing is a statement of fact.

Typed name: _____ Signature: _____

Title: _____ Date: _____

	ARCHITECTURAL / ENGINEERING FIRM DATA	RFQ#
	SUPPLEMENTAL INFORMATION	019/097
Submitted By (Firm Name):		
Submittal For (Project Title):		
The foregoing is a statement of fact.		
Typed name: _____ Title: _____		Signature: _____ Date: _____

ATTACHMENT B

INSTRUCTIONS FOR COMPLETING AE DATA FORMS

Form AE-1 & 1A SYNOPSIS OF RESPONDING FIRM

Insert RFQ # to which response is being made.

Insert name of Responding Firm.

- 1 Show firm name, physical address and mailing address.
Provide telephone number and FAX # of respondent
Provide SSN or FEIN for firm.
- 2a,b Provide information requested
- 3 Provide name & address of Parent Company or Home Office
Provide its telephone number and FAX #
- 4 Show Type of Ownership of firm.
- 5 Show name of principal(s) to contact concerning this RFQ response. Show position title and telephone number.
- 6 Show the name of consultant(s) or other office, the nature of the consultant or other office's project responsibility/discipline. Answer each question with a yes or no.
- 7 Indicate number of "In-House" technical person(s) in various disciplines and skill levels. (Attach Form AE-2 for each consultant or other office.)
- 8 Show the name of the Professional Liability Insurance Carrier and the policy Limits of Liability with deductible.
- 9 (Intentionally left blank).
- 10 (a) List State Agencies for whom the firm has worked in last 5 years.
- 11 List 3 to 5 recently designed projects that have various sized scopes or features (small medium and large).
Provide Representative Project Data

General: Provide respondent's typed name, title, signature and date.

Form AE-2 CONSULTANT / OTHER OFFICE

General:

Insert RFQ # being responded to

Insert name of Entity responding

1. Show firm name, physical address and mailing address.
Provide telephone number and FAX # of respondent
Provide SSN or FEIN for firm.

2a,b Provide information requested

- 3 Provide name & address of Parent Company or Home Office
Provide its telephone number and FAX #.
- 4 Show Type of Ownership of firm.
- 5 Show name, title, and phone number of principal(s) who would be "in charge" of this firm's work for HACSC.
- 6 Indicate number of "In-House" technical personnel by discipline and skill level in consultant's or other office.
- 7 Describe Functions or Services to be provided by this consultant or other office.
- 8 Provide names of firm's personnel who have attended Professional Services Manual Seminar for Architects and Engineers (A/E Manual), if any.
- 9 Indicate on how many projects this consultant has provided services to the prime.
- 10 Show the consultant's Professional Liability Limits of Insurance with deductible.

General: Provide consultant's typed name, title, signature and date.

Form AE-3 PROJECT STAFFING ORGANIZATION

General:

Insert RFQ # being responded to
Insert name of Entity responding
Insert name of Project

- 1 List Project Manager and primary responsible charge designer for each discipline or specialty. Complete a separate Form AE-4 for each person listed.
- 2 Will the persons listed be available to design this project? Do you have sufficient staff to commit to design this project on schedule considering the other work you and your consultants have? Explain. **(Not Applicable.)**
- 3 How do you propose to assign responsibilities and coordinate the various disciplines involved?
- 4 Explain how you propose to assure that the documents clearly and fully describe the work to be done and how the work shown by the various disciplines will be coordinated on a typical project.

General: Provide respondent's typed name, title, signature and date.

Form AE-4 PERSONNEL QUALIFICATIONS

(Use Separate AE-4 for EACH KEY PERSON for this project)

General:

Insert RFQ # to which response is being made.
Insert name of Responding Firm.
Insert name of Project

- 1 Name, Title and usual job assignment of key person for HACSC's projects
- 2 This person's job assignment for this project. **(Not Applicable.)**
- 3 This person's employer
- 4 This person's years of experience total and with current employer.
- 5 List College/University attended, Degree earned, year completed, and curriculum or area of specialization

- 6 Provide information on initial professional registration or license.
- 7 Explain what relevant experience and/or qualifications the key person to be assigned to HACSC's projects has which makes them especially valuable for a typical project.

Form AE-5 REPRESENTATIVE PROJECT DATA

General:

Insert RFQ # to which response is being made.

Insert name of Responding Firm.

Insert name of Project

Using copies of form AE-5, provide information on no more than 5 representative projects which best demonstrate your experience and qualifications for a multifamily project, both new and rehabilitation construction. List project features, functions, and/or systems.

- 1 Provide representative project name, type of facility (e.g., dorm, hospital, etc.), and the project location.
- 2 Provide information concerning the Owner for possible reference check.
- 3 Provide information concerning the Contractor who built the project.
- 4 For each discipline shown, list the names of the firms which were responsible for the design in that discipline. Also list the key personnel, still with the firm, for each discipline. Include the most significant special consultant, if any.
- 5 List the applicable codes which applied to this project
- 6 Briefly describe the project and its features. What is special about this project that would be of interest to the Building Committee for the proposed project?
- 7 Provide requested construction data.
- 8 (Intentionally left blank).

Form AE-6 SUPPLEMENTAL INFORMATION

General:

Insert RFQ # to which response is being made.

Insert name of Responding Firm.

Insert name of Project

Provide additional relevant information in brief outline or bullet point format.

- 1) Why should your firm be selected for an interview?
- 2) What expertise can you or your consultants bring to this project to assure optimum functional space utilization design and its timely and cost effective completion?

Photographs of past projects or other elaborate material are not required unless specifically requested in the RFQ.

Firms selected for interviews may, at that time, present supplemental data to further clarify their qualification, skills, abilities, performance record and approach to providing the services.

ATTACHMENT C

Non-Collusion Affidavit

I, _____, an authorized agent/representative of _____ attest that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham RFQ, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham RFQ, or that anyone shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the RFQ price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the RFQ price or of that of any Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFQ are true; and further, that the Offeror has not, directly or indirectly, submitted his/her RFQ price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, RFQ depository, or to any member or agent thereof, to effectuate a collusive or sham RFQ.

I, the undersigned, hereby certify that I have read and understand this **Non-Collusion Affidavit** and guarantee complete compliance with all the terms, conditions and stipulations.

BY _____
Authorized Signature of Offeror Date

Print Name

ATTACHMENT D

HOUSING AUTHORITY COUNTY OF SANTA CLARA PROPERTY LIST

San Jose Properties

AVENIDA ESPANA GARDENS
181 Rawls Place
San Jose, CA 95139
Business Phone: (408) 972-5529

BLOSSOM RIVER APARTMENTS
1000 Blossom River Way
San Jose, CA 95123
Business Phone: (408) 979-9442

CYPRESS GARDENS
3555 Judro Way
San Jose, CA 95117
Business Phone: (408) 248-1442

DE ROSE GARDENS
1401 De Rose Way
San Jose, CA 95126
Business Phone: (408) 993-0449

EL PARADOR SENIOR APARTMENTS
2565 S. Bascom Ave.
Campbell, CA 95008
Business Phone: (408) 626-9262

HELZER COURTS APARTMENTS
2960 Macintyre Drive
San Jose, CA 95136
Business Phone: (408) 264-6178

HUFF GARDENS FAMILY APARTMENTS
3021 Huff Avenue
San Jose, CA 95128
Business Phone: (408) 557-8699

JULIAN GARDENS
319 North 8th Street
San Jose, CA 95112
(408) 639-0570

LENZEN GARDENS
893 Lenzen Avenue
San Jose, CA 95126
Business Phone: (408) 295-8440

LUCRETIA GARDENS
2020 Lucretia Avenue
San Jose, CA 95122
(408) 993-8703

MORRONE GARDENS
1107 Luchessi Drive
San Jose, CA 95118
Business Phone: (408) 723-4118

San Jose Properties

PINMORE GARDENS
1706 Branham Lane
San Jose, CA 95118
Business Phone: (408) 445-8933

POCO WAY APARTMENTS
1900 Poco Way, Bldg G
San Jose, CA 95116
Business Phone: (408) 923-2099

VILLA GARCIA APARTMENTS
7213 Clarendon Street
San Jose, CA 95129
Business Phone: (408) 366-2114

VILLA HERMOSA SENIOR APARTMENTS
1640 Hermocilla Way
San Jose, CA 95116
Business Phone: (408) 926-9662

Villa San Pedro
282 Danze Dr.
San Jose, CA 95111
Business Phone: (408) 362-9233

Campbell
RINCON GARDENS
400 West Rincon Avenue
Campbell, CA 95008
Business Phone: (408) 370-1393

Gilroy
ARTURO OCHOA MIGRANT CENTER
901 Arizona Circle
Gilroy, CA 95020
Business Phone: (408) 842-7552

SUNSET GARDENS
7750 Wren Avenue
Gilroy, CA 95020
Business Phone: (408) 847-1333

Morgan Hill
SAN PEDRO GARDENS
16718 San Luis Way
Morgan Hill, CA 95037
(408) 639-0579

Santa Clara Properties

BRACHER SENIOR APARTMENTS
2665 South Drive
Santa Clara, CA 95051
Business Phone: (408) 249-0599

DEBORAH DRIVE APARTMENTS
2215 Deborah Drive
Santa Clara, CA 95050
Business Phone: (408) 247-0442

EKLUND GARDENS 1
2002 Halford Avenue
Santa Clara, CA 95051
Business Phone: (408) 247-0442

EKLUND GARDENS 2
3780 Poinciana Drive
Santa Clara, CA 95051
Business Phone: (408) 247-0442

JOHN BURNS GARDENS
820 Agnew Road
Santa Clara, CA 95054
Business Phone: (408) 492-1101

KLAMATH GARDENS
2015 Klamath Avenue
Santa Clara, CA 95051
Business Phone: (408) 247-0442

MIRAMAR WAY APARTMENTS
3761 Miramar Way
Santa Clara, CA 95050
Business Phone: (408) 247-0442

RIVERTOWN APARTMENTS
1340 Hope Dr.
Santa Clara, CA 95054
Business Phone: (408) 567-9244

ATTACHMENT E

INDEMNIFICATION & INSURANCE REQUIREMENTS

Indemnity

A. As respects professional liability:

The Consultant shall indemnify, defend and hold harmless the Housing Authority of the County of Santa Clara (hereinafter "Owner"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement due to the willful or negligent acts, errors or omissions of Consultant and/or its agents, employees or sub-consultants, excepting only to the extent loss, injury or damage caused solely by the willful or negligent acts or omissions of personnel employed by the Owner HACSC to the maximum extent allowed under Civil Code Section 2782.8. The Consultant shall reimburse the Owner for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Consultant is obligated to indemnify, defend and hold harmless the Owner under this Agreement.

B. As respects other liability:

The Consultant shall indemnify, defend, and hold harmless the Owner, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Consultant and/or its agents, employees, or sub-consultants, excepting to the extent loss, injury or damage caused solely by the acts or omissions of personnel employed by the Owner HACSC to the maximum extent allowed under Civil Code Section 2782.8. The Consultant shall reimburse the Owner for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Consultant is obligated to indemnify, defend and hold harmless the Owner under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the Owner, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been

obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting Owner department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Owner. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Owner's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified Owner insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Owner or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate- \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the Owner:

Additional Insured Endorsement, which shall read:

“Housing Authority of the County of Santa Clara (Owner), and members of the Board of Commissioners, and the officers, agents, and employees of the Owner , individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the Owner, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage shall include contractual liability coverage.
- d. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the Owner or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The Owner acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the Owner upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The Owner reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

If you have any questions regarding insurance requirements please contact:

Ridvana Perdue
Risk Control Manager
Housing Authority of the County of Santa Clara
Email: ridvanap@hacsc.org
Tel (408) 361-4631

PROFESSIONAL SERVICES AGREEMENT

Between

HOUSING AUTHORITY OF THE COUNTY OF SANTA CLARA

And

NAME OF CONSULTANT

For

**ARCHITECTURAL- ENGINEERING
&
RELATED PROFESSIONAL DESIGN SERVICES**

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END LIST OF EXHIBITS

**PROFESSIONAL SERVICES AGREEMENT
FOR
AND RELATED PROFESSIONAL DESIGN SERVICES**

This is an agreement between the Housing Authority of the County of Santa Clara, a public corporation established under California law (hereinafter "Owner"), and NAME, FORM OF ENTITY (CORP, PARTNERSHIP, LLC OR SOLE PROPRIETER UDER CA LAW, OR SAY AUTHORIZED TO DO BUSINESS IN CA) AND ADDRESS OF CONSULTANT (hereinafter "Consultant").

Part 1 - RECITALS

- 1.01 **WHEREAS**, Owner required _____ and related professional design services (hereinafter "Services") for Owner's various construction, renovation and alteration Projects; and
- 1.02 **WHEREAS**, Owner selected Consultant by means of the Owner's consultant selection process because Consultant represents itself as a design professional having the requisite qualifications, and experience in _____; and
- 1.03 **WHEREAS**, considering Consultant's prior experience ad expertise in this area of architecture/engineering, Owner desires to have Consultant provide architectural and engineering services for _____ and Consultant agrees to perform such Services;
- 1.04 **WHEREAS**, the parties wish to amend and restate that Service Agreement increase the cope of services, increase the compensation and extend the term to allow for Consultant to provide architectural and engineering services for the Owner's Replacement Bed Building project and Consultant agrees to perform such Services;

NOW, THEREFORE, Owner and Consultant agree as follows:

Part 2 - PROJECT AGREEMENT, TERM AND MAXIMUM COMPENSATION

2.01 AGREEMENT FOR SERVICES

This Professional Services Agreement (hereinafter "PSA") is a master agreement that sets forth the terms and conditions pursuant to which Consultant, as a design professional, will provide architectural and engineering services to Owner in connection with the (Project). Owner will authorize consultant to perform specific services by separate Project Agreements. Each Project Agreement will set forth: (i) a project description; (ii) scope of services and deliverables; (iii) schedule for performance, (iv) maximum compensation and method of payment and invoicing; (v) authorized sub consultants and employees, if any; and (vi) Owner's representative Project Manager, who will provide coordination between Consultant and Owner and communicate all required approvals and decisions.

2.02 MAXIMUM COMPENSATION

The sum of all Project Agreements issued pursuant to this PSA, including work performed under the Service Agreement, shall not exceed [state in all cap words and number] ("Maximum Compensation Limit"). If Consultant performs services or incurs expenses beyond this maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

2.03 This Agreement is effective upon the date of full execution by both parties, and shall remain in effect for a period of [] years ("Term"), unless earlier terminated under Section 12 of this Agreement. All Project Agreements must be executed, but Services not necessarily completed, within the Term of this Agreement.

2.04 SCOPE

A. The Services and Deliverables identified in Part 5, "Consultant's Responsibilities, Services, And Deliverables", of this PSA, establish:

1. The full range of Services and Deliverables the Owner may authorize for Projects within the scope of this PSA.
2. The extent of the Services and/or Deliverable that may be authorized by the OAR within the scope of this PSA.

B. Any act or event affecting any particular Project Agreement, such as its completion, termination, acceptance, non-acceptance, continuation or modification, shall not affect any other Project Agreement or this PSA unless specifically provided herein or agreed in writing by the parties.

Part 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information

A. If required for a Project and specified in the Project Agreement, Owner may provide any of the following for Consultant's use in connection with the Services:

1. Specialized studies of existing site conditions, including the presence of hazardous materials, integrity and functionality of structural, HVAC, and electrical systems, soil, air, water, pollution, traffic, noise, archaeology, environmental impacts, etc.
2. A certified survey of the Project site prepared by a California licensed Land Surveyor or Civil Engineer. The survey may include, as appropriate, site boundaries, contours, drainage, grades and lines of streets, pavements, and adjoining properties, rights-of-way, easements, encroachments, zoning and other restrictions; the locations, dimensions, floor elevations, and other pertinent data on existing facilities, trees and other improvements; information on available public and private utilities services, above and below grade, including inverts and depths.

B. Consultant, as an Architect, must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

3.02 Owner's Forms

Owner will provide Consultant with a copy of the Owner's standard Bid Documents, including forms for the Instructions to Bidders, Bidding Requirements, Contracting Requirements, and General Requirements. Consultant shall prepare all design documents consistent with these specialized forms.

3.03 Approval & Permit Fees

Owner will pay all fees required by any jurisdiction having authority over a Project for filing and checking of any item of Service prepared by Consultant, and such fees necessary to secure approvals and permits for the Project from any Governmental Agency.

Part 4 - PROJECT AGREEMENTS (PA)

4.01 Preparation and Approval

- A. Owner will prepare each Project Agreement, generally in accordance with the sample which is attached hereto as Exhibit C, "Sample Project Agreement," and its attachments, Exhibit D.
- B. Each Project Agreement will be executed by the Owner's Authorized Representative ("OAR"), and incorporate the terms of the PSA. **The OAR is ____.**
- C. Owner hereby approves all Project Agreements executed by OAR within the limits of this PSA. OAR does not have the authority to negotiate or authorize payments or scope beyond the Total Compensation Limit or scope stated in this PSA.
- D. Commencement of each Project Agreement is contingent on receipt by Consultant of an Authorization to Proceed issued by Owner's Project Manager. Consultant must not commence work until Consultant receives the written Authorization to Proceed from the Owner's Project Manager.

4.02 Any act or event affecting any particular Project Agreement, such as its completion, termination, acceptance, non-acceptance, continuation or modification, will not affect any other Project Agreement or this PSA unless specifically provided herein or agreed in writing by the parties.

Part 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES

5.01 Consultant as Independent Contractor

Consultant is performing all Services as an independent contractor and not an agent or employee of Owner. The experience of the Consultant is material considerations for Owner's execution of this Agreement. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of Owner, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect.

5.02 Consultant's Use of Sub Consultants and Assignment of Project Team Members

Notwithstanding the foregoing, Consultant may use sub consultants in performing the Services under this Agreement, when authorized in a Project Agreement. Consultant shall be responsible for directing the work of authorized sub consultants, and for any compensation due to sub consultants. Owner assumes no responsibility whatsoever concerning such compensation. Consultant may change or add sub consultants only with the prior written approval of the Owner's Project Manager.

5.03 Consultant's General Responsibilities

- A. The following Standard of Care shall apply to all Services under this Agreement.

1. Consultant must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California (Standard of Care).
2. In accordance with Standard of Care, Consultant must perform Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including life safety, environmental, energy conservation, and disabled access requirements.
3. All Construction Documents must comply with all regulations and standards of the Fire Marshal having jurisdiction over the Project and in effect during performance of Consultant's Services.
4. Consultant must use its best efforts to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate Government Agency(s) and authorities having jurisdiction over the Project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of Project.
5. Consultant must perform Services in compliance with all mitigation measures identified in the Project's Environmental Impact Report or Mitigated Negative Declaration.

B. Services

[INSERT SCOPE OF SERVICES]

5.04 Supplementary Services & Deliverables

Owner may establish a Supplemental Work Allowance ("SWA") in a Project Agreement for performance of services not included within the PA's Scope of Services and Deliverables. Consultant will only commence work under the SWA following prior, written authorization of Owner's Project Manager.

Part 6 – CONSULTANT'S SCHEDULE

6.01 Each Project Agreement must contain a Consultant's Schedule.

- A. Consultant will perform all Services and Deliverables within the time and project schedule stated in the Project Agreement, including milestones, if any. Time is of the essence in this Agreement.
- B. Consultant must provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule.

Part 7 – COST CONTROL

7.01 Owner Approved Construction Cost (OACC)

- A. A Project Agreement may specify the Owner Approved Construction Cost for the Project or Project part covered by that Project Agreement. The Owner Approved Construction cost may only be revised by Owner's prior written approval. The

total Construction Cost of each Project must not exceed the Owner Approved Construction Cost set forth in the applicable Project agreement. Consultant will manage the project design to stay within the Owner Approved Construction Cost.

- B. Consultant's evaluations of the Owner's Approved Construction Cost and Statements of Probable Construction Cost prepared should represent the Consultant's best judgment as a design professional familiar with the construction industry and trends in prevailing wages and material escalation costs.
- C. Consultant must identify and provide for reasonable additive and/or deductive Bid Items as mutually determined by Owner and Consultant to facilitate reconciliation between Statements of Probable Construction Cost and the OACC.

Part 8 – INDEMNIFICATION & INSURANCE

8.01 Exhibit F Requirements

Indemnification and Insurance requirements are set forth in Exhibit F, "Indemnification & Insurance."

Part 9 – REPRESENTATION BY COUNSEL

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this Agreement.
- B. The parties are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet these statutory requirements so that the reference to attorneys' fees in Part 8, "Indemnification & Insurance", applies only in the indemnification context in Part 8, "Indemnification & Insurance."

Part 10 – HAZARDOUS MATERIALS

Responsibility for Hazardous Materials

Unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials or required Consultant's investigation of same in a Project Agreement, Consultant has no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

Part 11 – COMPENSATION & PAYMENT

11.01 Compensation

- A. Payments will be made as set forth herein and as authorized in each Project Agreement.
 - 1. Maximum Compensation Limit

Owner will specify a Maximum Compensation Limit (MCL) in each Project Agreement. The MCL includes compensation for all authorized Services, reimbursable expenses and Supplemental Work Allowance. The Project Agreement will indicate whether the Services will be paid on a fixed fee or time and materials/not to exceed basis. Total payment by Owner pursuant to

any Project Agreement will not exceed the MCL specified in the Project Agreement and Consultant is fully responsible for providing all Services and Deliverables required under a Project Agreement within the specified MCL.

2. Consultant's Hourly Rate Schedule

- a. Consultant's Hourly Rate Schedule is set forth in Exhibit A, "Consultant's Hourly Rates."
- b. During the Term of this PSA, the OAR may authorize modifications to Consultant's Hourly Rate Schedule using as a benchmark the prevailing increase for similar Consulting Services in the Bay area. Authorized increases must be documented as a written amendment to this PSA signed by the OAR.
- c. Consultant may not mark-up sub consultant fees for work performed on a time and material basis.

3. Errors and Omissions

Consultant must correct Consultant's errors and omissions in the Contract Documents without cost to Owner. In addition, Owner may pursue all available legal remedies to redress such errors and omission.

4. Prevailing Wages

Consultant understands that pre-construction inspection services are a public work as defined in Labor Code section 1720, to which the provisions of Labor Code section 1771 et seq. apply. Consultant will pay or cause to be paid, prevailing wages in accordance with the Labor Code's requirements for such work.

11.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense in a Project Agreement, Consultant agrees to comply with the Owner's travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found _____.
- B. When authorized in the Project Agreement, Owner will reimburse Consultant, at cost, for reasonable expenses incurred in the performance of the Services. Only the following expenditures, made by Consultant with Owner's advance written approval, are payable as reimbursable expenses within the Total Compensation Limit of any Project Agreement:
[INSERT LIST OF EXPENSES YOU WOULD PAY FOR- OR LEAVE TO PA, YOUR CHOICE- OVERNIGHT MAILING, SPECIAL PRINTING DOCUMENTS, LONG DISTANCE PHONE CALLS, I WOULD NOT ALLOW FAX OR REGUALR POSTAGE AND ORDINARY OFFICE PRINTING JOBS WHICH SHOULD BE IN OVERHEAD AND MORE EXPENSE TO TRACK THAN THE EXPENSE ITSELF.]

11.03 Payment

A. Payment Requests

Owner will endeavor to make payments within thirty (30) Days after the OAR's approval of the Consultant's correct Payment Request.

B. Invoices

Consultant will submit Payment Requests not more than once each month.

C. Progress Payments

Owner may, at its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

D. Neither Consultant, nor authorized sub consultants, may provide services to the Construction Contractor or any Subcontractor pursuant to separate agreement for any part of the Project.

11.04 Release of All Claims

Prior to final payment under any Project Agreement, consultant must execute and deliver to Owner a release of all claims arising under the Project Agreement, other than such claims, if any, as may be specifically accepted from the release for the reasons and in the amounts stated in the release.

11.05 Timely Billings

A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:

1. Services are performed;
2. Reimbursable Expenses are incurred; or
3. Billings are otherwise due pursuant to the terms of the Project Agreement.

B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of this ninety (90) day period.

11.06 Consultant's Accounting Records

A. Accounting System & Records Retention

1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years from expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.

B. Owner's Auditing Rights

1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting

procedures and practices affecting the performance or administration of this PSA, or affecting any changes or modifications to this PSA.

C. Applicability to Subcontracts

1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts exceeding Ten Thousand Dollars (\$10,000) in value pursuant to this PSA or any modification thereof.

Part 12 – TERM & TERMINATION

12.01 Owner's Rights

A. Termination for Convenience

1. Owner's Authorized Representative may, by written notice to Consultant, terminate all or part of this PSA or any Project Agreement at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work as specified in the notice.
2. If this PSA or any Project Agreement is so terminated, Consultant will be compensated as set forth below.

B. Termination for Breach

1. If Consultant materially breaches any of the covenants or agreements of this PSA or a Project Agreement, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA or any Project Agreement, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from Owner's Authorized Representative specifying such failure or violation, Owner may terminate this PSA and any or all uncompleted Project Agreements. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
2. If, after notice of termination for breach of this PSA or any Project Agreement, it is determined that Consultant did not breach this PSA or the Project Agreement, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment, which is allowed by this PSA for a termination for convenience.

C. The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law, this PSA, or any Project Agreement.

12.02 Consultant's Compensation upon Termination

A. In the event of this PSA or any Project Agreement, Consultant will receive compensation as follows:

1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to any Project Agreement, compensation will be in the amount specified in the Project Agreement for that item of Service or expense.
2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.

- B. In no event will the total compensation paid for any item of Service exceed the value specified in the applicable Project Agreement for that item of Service.

12.03 Delivery of Documents

Upon any termination of this PSA or any Project Agreement, Consultant must furnish Owner all documents and Instruments of Service prepared pursuant to this PSA or such Project Agreements(s), whether complete or incomplete. Consultant may retain a copy for its record.

Part 13 – MISCELLANEOUS PROVISIONS

13.01 Force Majeure

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the others' employees, agents, or representative.

13.02 Waiver

- A. In the event any provision of this PSA is held to be invalid and unenforceable, the remaining provisions will be valid and binding on the parties.
- B. One or more waivers by either party of any provision, term, condition or covenant will not be construed by the other party as a waiver of a subsequent breach.

13.03 Ownership & Use of Instruments of Service

- A. All materials prepared by Consultant pursuant to this Agreement, including plans and specifications, are the property of Owner. Consultant must provide Owner with such materials at appropriate times during this PSA, and on termination or suspension of this PSA or any Project Agreement. Consultant may retain a copy for its records. Consultant conveys, assigns and transfers the intellectual property rights it has to such materials to Owner.
- B. In the event Owner re-uses completed plans, technical specifications, or other construction documents prepared pursuant to this PSA, in total or in part, or completes any incomplete portion of construction documentation, Owner will defend, indemnify, and hold Consultant harmless from any and all claims, loss, damage, defense costs, expense, and other costs resulting from such use of Consultant prepared documents, unless Owner enters into an agreement with Consultant for Services in connection therewith.

Part 14 – NOTICES

All notices will be deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as shown in [Exhibit G, "Notices."](#)

Part 15 – LIMITS OF AGREEMENT

- A. This PSA and all fully executed Project Agreements constitute the entire and integrated agreement between Owner and Consultant and supersede all prior

negotiations, representations, or agreements, either written or oral, preceding this PSA or any Project Agreement.

B. This PSA including Project Agreements may be amended only by written agreement signed by Owner and Consultant or as otherwise authorized herein.

Part 16 – EXHIBITS

A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full:

1. [Exhibit A](#), "Consultant's Hourly Rate Schedule"
2. [Exhibit B](#), Reserved
3. [Exhibit C](#), "Sample Project Agreement"
4. [Exhibit D](#), Sample "Attachments 1,2,3, & 4 to Sample Project Agreement"

5. [Exhibit E](#), "Sample Invoice Format"
6. [Exhibit F](#), "Indemnification & Insurance Requirements"
7. [Exhibit G](#), "Notices"
8. [Exhibit H](#), "Contract Provisions to Implement the Terms of the Board of Supervisors Resolution on Contracting Principles"
9. [Exhibit I](#), "Declaration of Contractor"

Part 17 – SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have entered into this Professional Services Agreement on _____.

CONSULTANT:

(Name), Principal in Charge
(Name of Firm)

California License Number

HOUSING AUTHORITY OF THE COUNTY OF SANTA CLARA:

EXHIBIT A
CONSULTANT'S HOURLY RATES

The following rates include all overhead, administrative costs, and profit, and will be used in arriving at fees for hourly-rate Services authorized by a Project Agreement. Modifications to Consultant's Hourly Rate Schedule may only be made as described in Section 11 of the Agreement.

CONSULTANT FIRM NAME:

Consultant/Job Title	<u>Billable Hourly Rate</u>
----------------------	-----------------------------

Firm Principal (Principal-in-charge)*	
Project Director	
Senior Project Manager	
Senior Designer/Architect	
Project Manager	
Senior Project Architect	
Job Captain/Designer	
Senior Technical	
Project Architect	
Specifications Writer	
Intermediate Designer	
Junior Designer	
Senior Project Support	
Project Support	

*The Services of the Principal-in-charge will be considered part of Consultant's overhead cost. The rate indicated will only be used when there is a specific written request from Owner for the Services of the Principal-in-charge for a specifically defined task.

END EXHIBIT A

EXHIBIT B

RESERVED

[MAY USE TO LIST STAFF OR SUBCONSULTANTS, IF KNOWN]

EXHIBIT C
SAMPLE PROJECT AGREEMENT

PROJECT AGREEMENT NO. TO PSA BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF SANTA CLARA AND (Consultant's Name) FOR (PSA Full Name Exactly As It Appears On Page 1 of PSA)
PROJECT TITLE: (Project Title)
PROJECT AGREEMENT TITLE: (Project Agreement Title)

Account Assignment	G/L Account	Cost Center	WBS	Amount
I				\$

WHEREAS, on (Insert PSA date) the Housing Authority of the County of Santa Clara, California (« Owner »), and (Consultant's Name) (« Consultant */) entered into a Professional Services Agreement ("PSA"), which expires on (Date), for Consultant to provide (write PSA; FULL name exactly as it appears on page 1 of PSA); and,

WHEREAS, the PSA requires that Consultant's Services will be provided pursuant to individual Project Agreements to be executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE:

- 1.1 This is Project Agreement No. (____) pursuant to the PSA.
- 1.2 Consultant will perform the services described in Attachment 1, Consultant's Services and Deliverables.
- 1.3 All the definitions, terms, and conditions of the PSA are incorporated into this Project Agreement unless specifically modified herein.

2 **OWNER'S PROJECT MANAGER:** The Owner's Project Manager is (Project Mgr's Name). All communications concerning the Project shall be through the Project Manager.

3 **SCHEDULE AND EXPIRATION DATE:** Services and Deliverables shall be provided according to Attachment 2, Consultant's Schedule. Consultant's Schedule may only be modified with Owner's written approval. This Project Agreement will expire on ____.

4 **MAXIMUM COMPENSATION LIMIT:** The maximum compensation limit for services pursuant to this Project Agreement shall be as stated in Attachment 3, Consultant's Compensation. Consultant is fully responsible for not exceeding this limit.

5 **THE OWNER APPROVED CONSTRUCTION COST (O.A.C.C.):** The O.A.C.C. for this Project is (\$Dollar Amount or Not Applicable). (Note to Project Manager: The OACC is primarily used for Design Project Agreements).

6 **ATTACHMENTS:**

The following listed Attachments referred to and check marked herein are incorporated in this Project Agreement as though set forth in full.

- ☐ Attachment 1: Consultant's Services and Deliverables
- ☐ Attachment 2: Consultant's Schedule

- ☐ Attachment 3: Consultant's Compensation
- ☐ Attachment 4: Listing of Subconsultants

IN WITNESS WHEREOF, THE PARTIES HEREBY EXECUTE THIS Project Agreement and it is effective as the date it is fully executed.

(Type Firm's Name), **CONSULTANT**:

By: _____
(Type Name of Person)

Title: _____

COUNTY OF SANTA CLARA:

(Type Project Manager Name), **Project Manager** **Date**

HOUSING AUTHORITY OF THE COUNTY OF SANTA CLARA:

Date

Owner's Authorized Representative

END EXHIBIT C

EXHIBIT D
SAMPLE ATTACHEMENTS 1,2,3, &4 TO SAMPLE PROJECT AGREEMENT

ATTACHMENT 1
To
PROJECT AGREEMENT NO. ____

CONSULTANT'S SERVICES AND DELIVERABLES

- I. Project Description**
- II. Basic Services & Deliverables**
- III. Supplementary Services (IF APPLICABLE)**

END ATTACHMENT 1

EXHIBIT D (Continued)
ATTACHMENT 2
To
PROJECT AGREEMENT NO. ____
CONSULTANT'S SCHEDULE

EXHIBIT D (Continued)
ATTACHMENT 3
CONSULTANT'S COMPENSATION

COMPENSATION SUMMARY

a. Basic Services and Deliverables

[INSERT SCHEDULE OF VALUES FOR FIXED FEE OR NTE AMOUNTS FOR EACH PHASE OF WORK]

SUBTOTAL: Fixed Fee [or NTE on time & materials] for Basic Services	\$0
--	------------

b. Supplemental Work Allowance

\$ _____

c. Allowance for Reimbursable Expenses

Maximum Compensation Limit

EXHIBIT D (Continued)
SAMPLE ATTACHMENT 4
To
PROJECT AGREEMENT NO. ____
LISTING OF SUBCONSULTANT'S and SUBCONSULTANT'S HOURLY RATES FOR
NON-FIXED FEE SERVICES

(Describe Subconsultants in detail)

END EXHIBIT D

EXHIBIT E

SAMPLE INVOICE FORMAT

END EXHIBIT E

EXHIBIT F
INDEMNIFICATION & INSURANCE REQUIREMENTS

END EXHIBIT F

EXHIBIT G

NOTICES

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

- a. Owner:

San Jose, CA

Attention: Project Manager

- b. **Consultant:**