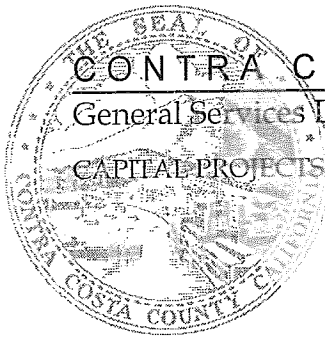




CONTRA COSTA COUNTY

General Services Department

CAPITAL PROJECTS MANAGEMENT

Michael J. Lango
Director

Terry Mann
Deputy Director

Rob Lim, PE
Manager

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ) to Provide Architectural Services for the New West County Health Center Project

I. INTRODUCTION

The Capital Projects Management ("CPM") Division of the General Services Department, Contra Costa County, intends to engage an architectural firm to provide professional services for the new West County Health Center ("WCHC") project. The County is interested in firms with expertise and experience in the design and construction of health facilities. Experience in the design of publicly-sponsored outpatient clinics is a plus.

II. PROJECT DESCRIPTION

The County envisions the WCHC to be a 50,000 s.f. facility, located on the campus of the Doctors Medical Center in San Pablo, California. The WCHC is to be an outpatient facility and shall include spaces for exam and treatment rooms, medical records, nurses stations, doctor work areas, patient registration, and ancillary services. The WCHC will be a County-run facility independent of the Doctors Medical Center.

III. SCOPE OF SERVICES

The scope of services may include, but not be limited to, the tasks below. The detailed scope of services will be negotiated between the County and the consultant.

- | | |
|-------------------------------|---|
| A. Preliminary Design: | Programming
Site surveys, evaluation & planning
Consultations with County staff and other appropriate agencies
Conceptual and preliminary design
Cost estimate
Facilitating and attending community and project meetings |
| B. Schematic Design: | Site plans including parking, alternatives
Schematic Design of facility
Phasing plan if necessary
Detailed budget-level cost estimate
Facilitating and attending community and project meetings |

- | | | |
|----|--------------------------------|---|
| C. | Design Development: | Design Development
Cost estimate
Facilitating and attending community and project meetings |
| D. | Construction Documents: | Working drawings
Technical specifications
Bid Schedule (bid sheet)
Cost estimate
Preparation of bidder pre-qualification questions |
| E. | Bidding: | Clarifications to construction documents
Addenda and drawing revisions
Evaluation of bid results |
| F. | Construction: | Construction administration
Responding to requests for information
Preparation of change order requests
Proposed change order (PCO) evaluations and negotiations
Clarifications to construction documents
Submittals review and comments
Site observations and weekly meetings
Preparation of supplemental instructions
Preparation and maintenance of document logs (RFI's, Submittals, Change Orders, etc.)
Review of Contractor payment applications
Preparation of meeting minutes
Preparation of punchlists |

IV. THE STATEMENT OF QUALIFICATIONS ("SOQ")

A. General Information

1. A **pre-SOQ conference** is scheduled for **8:45 a.m., Wednesday, January 13, 2010**, District Attorney's Office Community Room (enter on the Court St./Green St. side), 900 Ward Street, Martinez (downtown Martinez), California. Note that we must vacate the room by 10 a.m. Note that the location of the conference is at the new District Attorney's building, not the General Services offices. Attendance at the pre-SOQ conference is at your option, it is not mandatory.
2. Information regarding the County's Professional /Personal Services Outreach Program is attached (Appendix "A"). This information is pertinent for the solicitation of sub-consultants.
3. Appendix "B" is the County standard professional services agreement. Please review the agreement. You must be willing to sign the agreement "as-is" or with minimal changes that the County must agree to. If you will have significant

issues with the agreement terms and conditions, please re-consider submitting an SOQ.

4. The following County staff are available to answer questions regarding this RFQ:

Rob Lim, P.E., Capital Projects Division Manager
Ramesh Kanzaria, R.A., Senior Project Manager
(925) 313-7200, Fax (925) 313-7299

B. Submittal Requirements

Five (5) copies of the SOQ are due at the **Capital Projects Management Division office**, to the attention of **Rob Lim, Capital Projects Division Manager, 1220 Morello Avenue, Martinez, CA 94553, no later than 3:00 p.m., on Tuesday, January 26, 2010.** The County reserves the right to reject any or all SOQs, whether or not minimum qualifications are met, and to modify, postpone, or cancel the RFQ without liability, obligation, or commitment to any party, firm, or organization. In addition, the County reserves the right to request and obtain additional information from any candidate submitting an SOQ, and to waive any minor informality or irregularity. **An SOQ MAY BE REJECTED for any of the following reasons:**

- SOQ received after designated time and date.
- SOQ not containing the required elements, exhibits, nor organized in the required format.
- SOQ considered not fully responsive to this RFQ.
- SOQ contains excess or extraneous material not called for in the RFQ.

REQUIRED SOQ ELEMENTS AND FORMAT

Please organize your SOQ into the following eight sections with divider pages included. Please prepare your SOQ such that it is no more than thirty (30) single-sided pages or fifteen (15) double-sided pages (divider pages do not count toward the page limit). Font size shall be 10 to 12 point.

1. Transmittal Letter

- a. Addressed to Rob Lim, Capital Projects Management Division.
- b. Signed by an officer of the prime consultant. In the case of a joint venture or other joint-prime relationship, an officer of each venture partner shall sign.
- c. Include in the letter a description of outreach efforts, if any, that your firm made to include MBEs, WBEs, SBEs, LBEs, DVBES and OBEs (Minority, Women, Small, Local, Disabled Veterans, and Other Business Enterprises) as noted in the Contra Costa County Professional /Personal Services Outreach Program (copy attached for your information).

2. Organization

- a. In response to this RFQ, the prime consultant is required to be an architectural firm. Provide the following information: address of office providing the services, telephone number, summary description of firm, areas of expertise, size of firm (including number of registered architects), years in business, and the responsibilities you would undertake for this project.
- b. Provide the information requested in “a” above for your mechanical, electrical, structural, and civil engineering sub-consultants.
- c. Describe the advantages and capabilities that your firm offers – you can use the bulleted items in V.2 below as a guide.

3. Project Personnel

- a. Prime Consultant: Provide detailed resumes of the proposed principal-in-charge, project architect(s), and project manager(s). Clearly identify experience and qualifications relevant to the services described in this RFQ. DO NOT SUBMIT OTHER RESUMES.
- b. Sub-Consultants: Provide detailed resumes of the proposed project manager or project engineer/designer. At your option, you may provide resumes for both the project manager and project engineer/designer, however please abide by the page limit noted above. Clearly identify relevant experience. DO NOT SUBMIT OTHER RESUMES.

4. Relevant Experience and Qualifications

- a. Describe experience and qualifications in providing comprehensive planning and design services, project management, and construction administration of projects similar to the WCHC.
NOTE: If you do not have experience with outpatient health clinics, your SOQ may be deemed non-responsive and may not be reviewed.
- b. Describe experience and ability to work effectively with the public sector, community groups and other stakeholders, and addressing the various interests in developing a successful project.
- c. Prime consultant shall provide graphic illustrations of up to four relevant projects. For each project for which descriptions are to be included, provide the following information:
 1. Project name and location.
 2. Brief description of project scope.
 3. Month and year construction commenced and was (or will be) completed.
 4. Consultant’s cost estimate, bid price, and final construction cost.
 5. Firm’s project responsibility.
 6. Client name, address, contact person, and telephone number.

5. Approach

- a. Present your approach to the project and providing efficient and effective services. Indicate your understanding of critical project elements, and what special approaches your team will feature to control these elements. Provide a specific outline of how the work will be performed.

6. References

- a. Prime Consultant and Sub-Consultants: Two business-related references, giving name, company, address, telephone number and business relationship to firm(s).
- b. Proposed Project Architect(s) and Project Manager(s): Two business-related references, giving name, company, address, telephone number and business relationship to project architect and project manager.

7. Hourly Billing Rates

- a. Prime Consultant and Sub-Consultants shall provide a complete list of all staff hourly rates by category, i.e., Principal, Project Architect, Project Manager, Project Professional, Technician, Clerical, etc. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.

8. Consulting Services Agreement

- a. If a firm submitting an SOQ takes exception to any of the terms and conditions in the County's standard consulting services agreement, the exception(s) and reason(s) shall be stated in the SOQ. Please note the information in Section IV.A.3 above.

V. EVALUATION PROCESS

EVALUATION OF SOQs

Specific Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the SOQs:

1. EXPERIENCE: 40 points
 - Similar, past, recently completed, or on-going projects that will substantiate experience.
 - Prior experience and ability to work with public agency staff, community groups, and a variety of stakeholders and jurisdictional agencies, and addressing the various interests in developing a successful project.
2. QUALIFICATIONS AND ORGANIZATION: 35 points

- Professional background and qualifications of firm and team members.
 - Current workload.
 - Available staff.
 - Resources.
 - Capacity and flexibility to meet schedules, including any unexpected work.
 - Ability to perform on short notice and under time constraints.
 - Cost control procedures in design and construction.
 - Capabilities that distinguish you from other firms.
3. **APPROACH: 20 points**
- Understanding of the project, the project's complexities and challenges, and the facility's mission and goals.
 - Awareness of potential problems and providing possible solutions.
 - Understanding of the nature and extent of the services required and a specific outline of how the work will be performed.
4. **OTHER FACTORS: 5 points**
- Presentation, completeness, clarity, organization, and responsiveness of SOQ.

VI. SELECTION PROCESS

A. Interview of Short-Listed Firms

1. A screening committee will review and evaluate the submittals and will select approximately five (5) firms for interviews by a selection committee, comprised of various County representatives. The County reserves the right to short-list fewer or more than 5 firms. It is anticipated that the interviews will take place in late February 2010.
2. The interviews will last approximately 60 minutes, with the time allocated between the consultant's presentation and a question & answer period. The firms should be prepared to discuss at the interview their experience, qualifications, approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a County office (exact location to be determined).

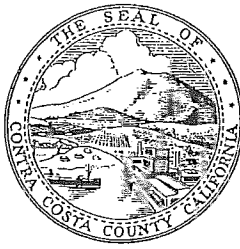
3. Short-listed firms should prepare themselves to provide additional information prior to and at the interviews. This information would include:
 - a) a proposed specific scope of services (to be provided prior to the interviews),
 - b) a breakdown of the hours anticipated for the scope of services (to be provided before the interviews), and
 - c) up to two (2) design concepts which the Consultant will present at its interview during the presentation portion. The design concepts shall include a plan view and elevation views. The design concepts shall be presented in the form of presentation boards – up to six (6) boards allowed; boards shall be no larger than 30” x 42” approximately. Models or electronic presentations of the design concepts are not allowed. The County will provide further information to the short-listed firms at the appropriate time. The County estimates you will have two (2) weeks from short-list notification to the date of your interview.
4. Selection Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used to establish the final rankings:
 - a. Presentation: 60 points
 - Relevant Experience.
 - Firm and staff qualifications.
 - Organization.
 - Approach.
 - Design Concepts.
 - Completeness and clarity of the presentation.
 - b. Interview: 30 points
 - c. SOQ: 10 points

B. Contract Negotiations and Award

1. The completion of the interview process will result in the firms being numerically ranked. Negotiations will commence with the highest ranked firm. Should the County and the firm not be able to reach an agreement as to contract terms within a reasonable time frame, the County may terminate the negotiations and begin negotiations with the firm that is next in line, and proceed down the list as necessary.
2. The contract amount will be negotiated and will be based on a mutually agreed to scope of services.

3. Upon successful completion of the negotiations, a recommendation by County staff to the Board of Supervisors will be made to authorize the award of the contract to the selected firm. The process for Board of Supervisors approval of the contract takes approximately two to four weeks.
4. The County's standard professional services agreement is included in this RFQ as Appendix "B". The selected team(s) will be required to enter into a contract consistent with the terms and conditions of the standard agreement.

END OF RFQ



Attention Special Notice

Date: January 2004
To: Prime Consultants
From: Emma Kuevor
Affirmative Action Officer
Subject: New Business Enterprise Category

On October 14, 2003, the Board of Supervisors approved the addition of the Disabled Veterans Business Enterprise (DVBE) category to the County's Outreach Program. The definition of a DVBE is:

A Disabled Veteran Business Enterprise (DVBE) is a business entity at least 51% owned by one or more disabled veterans and whose daily business operations must be managed and controlled by one or more disabled veterans(s); the disabled veteran(s) who manages and controls the business is not required to be the disabled veteran business owner(s); and the home office must be located in the U.S. (the home office cannot be a branch or subsidiary of a foreign corporation, foreign firm, or other foreign based-business). The disabled Veteran must be a California resident, have a service-connected disability of at least 10% or more and be an honorably discharged veteran of the U.S. Military, Naval or Air Services.

In the attached "Professional/Personal Services Outreach Program", whenever you see the listing of Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), and Local Business Enterprises (LBEs), please add Disabled Veteran Business Enterprises (DVBEs) to the list of business enterprises. For example: MBE, WBE, SBE, LBE, and DVBE.

Contact the following agency for a listing of DVBEs:

State of California
Department of General Services
Procurement Division
Small Business and DVBE Certification
707 Third Street, 1st Floor, Room 400
P. O. Box 989052
West Sacramento, CA 95798-9052
(800) 559-5529
<http://www.pd.dgs.ca.gov/smbus/certinq.htm>

If you have any questions contact:

Affirmative Action Office
County Administration Building
651 Pine Street, 10th Floor
Martinez, California 94553-1229
(925) 335-1045
Fax: (925) 646-1353

Contra Costa County

Professional/Personal Services Outreach Program

This program applies to all service contracts, both formal and informal, including purchase orders for services. The following are exempt from this program: contracts less than \$2,500; emergencies, as defined in Ordinance Code Section 1108-2.206(c); special expert services (criminal investigation, prosecution, etc.) pursuant to Ordinance Code Section 1108-2.214(b)(3); and unique circumstances where the County Administrator determines that an exception is necessary.

Outreach – Informal Contracts

When a request for services is made informally (i.e., not with a request for proposals, request for quotation, or statement of qualifications), it is the department's responsibility to solicit consultants/service providers and to award the contract in a manner that is consistent with this program.

Outreach by Consultant – Formal Contracts

When a request for services is made formally (i.e., with a request for proposals, request for quotation or statement of qualifications), consultants/service providers are encouraged to make the following outreach efforts:

- a. Contact the acceptable certifying agencies (see list starting on page 3) for listings of MBEs, WBEs, SBEs, and LBEs.
- b. Request assistance in identifying and notifying MBEs, WBEs, SBEs and LBEs from community organizations; consultant groups; local, state, or federal business assistance offices; and/or other agencies or organizations that provide assistance in the recruitment and placement of MBEs, WBEs, SBEs, and LBEs.
- c. Conduct broad-based outreach to potential subconsultants, including MBEs, WBEs, SBEs, and LBEs, by notifying those firms of the project (via fax, newspaper advertisements, etc.), by providing project information (proposal due date, description of the project, and other pertinent information), and by inviting quotations from all interested firms.

Verification of Performance

Upon completion of services, the consultant/service provider shall submit a completed “Verification of Performance” form for each identified first tier subconsultant utilized by the consultant/service provider in connection with the project. Where possible, the form shall be signed by the subconsultant and shall identify the item(s) of work performed and the actual dollar amount received or to be received. Consultants/service providers should submit the forms to the department, which shall forward copies of the completed forms to the Contract Compliance Officer prior to final payment for work done.

Contra Costa County
Acceptable Certifying Agencies
for
MBEs, WBEs, SBEs, LBEs, and DVBEs

1. City of Oakland

City Managers Office
Contract Compliance Division
250 Frank H. Ogawa Plaza, #3341
Oakland, California 94612
Phone: 510-238-3970
Fax: 510-238-3363
www.oaklandnet.com (Contract Compliance Section)

2. U.S. Small Business Administration

San Francisco District Office
455 Market Street, 6th Floor
San Francisco, CA 94105-2420
Phone: 415-744-6820
Fax: 415-744-6812
www.sba.gov

3. California Unified Certification Program

The following agencies belong to the California Unified Certification Program (UCP) and certify firms to be placed in the UCP Directory. You will be able to access DBEs and Sacramento Women Business Enterprises (SWBEs) and Sacramento Minority Business Enterprises (SMBEs).

UCP Directory
State of California
Department of Transportation (CalTrans)
Office of Civil Rights
Certification Unit
2830 Alhambra Boulevard
Sacramento, CA 95816
Phone: 866-810-6346
Fax: 916-324-1949
www.dot.ca.gov (Civil Rights Section)

- a. Bay Area Rapid Transit District (BART)
Office of Civil Rights
300 Lakeside Drive, 26th Floor
Oakland, CA 94604-2688
OR
800 Madison Street
Oakland, CA 94604-2688
OR
P.O. Box 12688
Oakland, CA 94604-2688
Phone: 510-464-7580
Fax: 510-464-7587
www.bart.gov (Doing Business Section)
- b. Central Contra Costa Transit Authority (CCCTA)
Office of Civil Rights
2477 Arnold Industrial Way
Concord, CA 94520-5327
Phone: 925-676-1976 EXT 207
Fax: 925-686-2630
www.cccta.gov
- c. San Mateo County Transit District (SAMTRANS)
Peninsula Corridor Joint Powers Board (JPB)
DBE Office
1250 San Carlos Avenue
San Carlos, CA 94070
Phone: 650-508-7939
Fax: 650-508-6415
www.samtrans.com (Procurement Section)
- d. San Francisco Public Transportation Department
Accessible Services and Contract Compliance
1145 Market Street, 7th Floor
San Francisco, CA 94103
Phone: 415-934-3987
Fax: 415-934-3980
www.sfmuni.com

- e. San Francisco International Airport
Airport Minority/Women Opportunity
For Concessions Only
P.O. Box 8097
San Francisco, CA 94128
Phone: 650-821-5021
Fax: 650-821-5146
www.flyso.com

- f. Santa Clara Valley Transportation Authority (VTA)
Small and Disadvantaged Businesses
3331 North First Street
San Jose, CA 95134-1906
Phone: 408-321-5962
Fax: 408-955-9729
www.vta.org

- g. San Joaquin Regional Rail Commission
DBE Liaison Officer
5000 S. Airport Way, #102
Stockton, CA 95206
Phone: 1-800-411-7245
Phone: 209-944-6220
Fax: 209-944-6225
www.acerail.com

- h. City of Fresno
DBE Program
2101 G Street, Building A
Fresno, CA 93706
Phone: 559-498-4071
Fax: 559-488-1069
www.ci.fresno.ca.us

- i. Yolo County Transportation District
DBE Programs
350 Industrial Way
Woodland, CA 95776
Phone: 530-661-0816
Fax: 530-661-1732
www.yctd.org
- 4. San Francisco Human Rights Commission
25 Van Ness Avenue, Suite 800
San Francisco, CA 94102-6033
Phone: 415-252-2500
Fax: 415-431-5764
www.sfhrc.org
- 5. State of California
Department of General Services
Procurement Division
Small Business and DVBE Certification
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95798-9052
Phone: 800-559-5529
Phone: 916-375-4940
Fax: 916-375-4950
www.pd.dgs.ca.gov/smbus/certing.htm
OR
P.O. Box 989052
West Sacramento, CA 95798-9052
- 6. Port of Oakland
Contract Compliance Office
Office of Social Responsibility
530 Water Street
Oakland, CA 94607
Phone: 510-627-1513
Phone: 510-627-1436
Fax: 510-451-1656
www.portofoakland.com

7. Los Angeles County Metropolitan Transportation Authority (MTA)

Small Business Diversity and Labor Compliance

One Gateway Plaza

Los Angeles, CA 90012

Phone: 213-922-2600

Phone: 213-922-4827

Phone: 213-922-2600 Ext 722-4163 Certification Hot Line

Fax: 213-922-7660

www.mta.net

8. City of Los Angeles

Office of Contract Compliance

600 South Spring Street, Suite 1300

Los Angeles, CA 90014

Phone: 213-847-6480

Fax: 213-847-5566

www.lacity.org/bca

CONSULTING SERVICES AGREEMENT

1. Special Conditions. These special conditions are incorporated below by reference.

- | | | |
|---|--|----------------------|
| (a) Public Agency: | CONTRA COSTA COUNTY
1220 MORELLO AVENUE, SUITE 100
MARTINEZ, CA 94553 | |
| (b) Consultant's Name & Address: | | |
| (c) Project Name, Number & Location: | | |
| (d) Effective Date: | (e) Payment Limit: \$ | (f) Completion Date: |
| (g) Liquidated Damages: \$ per day | | |
| (h) Federal Taxpayers I.D. or Social Security No. | (i) License No. | |

2. Signatures. These signatures attest the parties' agreement hereto:

PUBLIC AGENCY

CONSULTANT

By: _____ Date: _____
Michael J. Lango
Director of General Services/Purchasing Agent

Type of business: _____
(Designate type – corporation, sole proprietorship, partnership, partnership, government agency, limited liability company, etc.)
If corporation, state of incorporation: _____

RECOMMENDED FOR APPROVAL

By: _____ Date: _____
Rob Lim, Capital Projects Division Manager

By: _____
Title: _____
(Designate official capacity in the business)

By: _____
Title: _____
(Designate official capacity in the business)

Note to Consultant: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1190 and Corps. Code, Sec. 313.) The acknowledgment below must be signed by a Notary Public.

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of _____) ss.

On the date written below, before me, the undersigned Notary Public, personally appeared the person(s) signing above for Consultant, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Dated: _____

[Notary's Seal]

Notary Public

3. Parties. Effective on the above date, the above-named Public Agency and Consultant mutually agree and promise as follows:
4. Employment. Public Agency hereby employs Consultant, and Consultant accepts such employment, to perform the professional services described herein, upon the terms and in consideration of the payments stated herein.
5. Scope of Service. Scope of service shall be as described in Appendix A, attached hereto and made a part hereof by this reference.
6. Report Disclosure Section. Any document or written report prepared hereunder by Consultant, or a subcontractor, for Public Agency shall contain, in a separate section, the numbers and dollar amounts of this contract and all subcontracts relating to the preparation of such document or written report, provided that the payment limit specified in Section 1(e) exceeds \$5,000. When multiple documents or written reports are the subject or products of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

7. Insurance. Consultant shall, at no cost to Public Agency, obtain and maintain during the term hereof: (a) Workers Compensation Insurance pursuant to state law; (b) Professional Liability Insurance with a minimum coverage limit of \$1,000,000 and a maximum deductible of not more than \$25,000, for all damages or losses because of errors, omissions or malpractice arising out of the provision of professional services by Consultant and Consultant's subconsultants under this Contract; and (c) Commercial General Liability Insurance, including blanket contractual (or contractual liability) coverage, broad form property damage coverage, and coverage for owned and non-owned vehicles, with a minimum combined single limit coverage of \$1,000,000 for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident or occurrence, and naming Public Agency, its governing body, officers, employees, representatives, and agents as additional insureds. Consultant shall promptly furnish to Public Agency certificates of insurance or endorsements evidencing such coverage and requiring 30 days' written notice to Public Agency of policy lapse, cancellation, or material change in coverage.
8. Payment. Public Agency shall pay Consultant for professional services performed at the rates shown in Appendix B attached hereto, which include all overhead and incidental expenses, for which no additional compensation shall be allowed. Notwithstanding the foregoing, those incidental expenses specifically itemized in Appendix B shall be reimbursable by Public Agency to Consultant, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to Public Agency. In no event shall the total amount paid to Consultant exceed the payment limit specified in Sec. 1(e) without prior written approval of Public Agency. Consultant's billing statements shall be submitted at convenient intervals approved by Public Agency and shall list, for each item of services, the employee categories, hours and rates. Payment will be made within thirty (30) days after receipt of each statement.
9. Status. The Consultant is an independent contractor, and shall not be considered an employee of Public Agency.
10. Time for Completion. Unless the time is extended in writing by Public Agency, Consultant shall complete all services covered by this Agreement no later than the Completion Date listed above.
11. Record Retention and Auditing. Except for materials and records delivered to Public Agency, Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five years after Consultant's receipt of the final payment under this Agreement. Upon request by Public Agency, at no additional charge, Consultant shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by Public Agency, and without restriction or limitation on their use.
12. Documentation. Consultant shall prepare and deliver to Public Agency at no additional charge the items described in Appendix A to document the performance of this Agreement and shall furnish to Public Agency such information as is necessary to enable Public Agency to monitor the performance of this Agreement.
13. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Public Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to Public Agency at no additional charge and without restriction or limitation on their use.
14. Extra Work. Any work or services in addition to the work or services described in Appendix A shall be performed by Consultant according to the rates or charges listed in Appendix B. In the event that no rate or charge is listed for a particular type of extra work, Consultant shall be paid for the extra work at a rate to be mutually agreed on prior to commencement of the extra work. In no event shall Consultant be entitled to compensation for extra work unless a written authorization or change order describing the work and payment terms has been executed by Public Agency prior to the commencement of the work.
15. Liquidated Damages. The parties to this Agreement agree that, in the event that the services described in this Agreement are not completed on time, Public Agency will sustain damage and that it will be impracticable and extremely difficult to ascertain the actual damage which Public Agency will sustain. In the event that Consultant fails to complete all of the services described in this Agreement on or before the Completion Date listed in Section 1 above, or within the period of any authorized extension, Consultant shall pay as and for liquidated damages, the sum listed in Section 1 above for each calendar day that completion is delayed.
16. Termination by Public Agency. At its option, Public Agency shall have the right to terminate this Agreement at any time by written notice to Consultant, whether or not Consultant is then in default. Upon such termination, Consultant shall, without delay, deliver to Public Agency all materials and records prepared or obtained in the performance of this Agreement, and shall be paid, without duplication, all amounts due for the services rendered up to the date of termination.
17. Abandonment by Consultant. In the event that Consultant ceases performing service under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall, without delay, deliver to Public Agency all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which Public Agency incurs as a result of such cessation or abandonment.
18. Breach. In the event that Consultant fails to perform any of the services described in this Agreement or otherwise breaches this Agreement, Public Agency shall have the right to pursue all remedies provided by law or equity. Any disputes relating to the performance of this Agreement shall not be subject to non-judicial arbitration. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.
19. Compliance with Laws. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state or local in origin.
20. Assignment. This Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily, by operation of law or otherwise; provided, however, that Consultant shall have the right to sub-contract that portion of the services for which Consultant does not have the facilities to perform so long as Consultant notifies Public Agency of such subcontracting prior to execution of this Agreement. Any other purported assignment, transfer or sub-contracting shall be void.
21. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in Appendix A prior to delivering them to Public Agency.

22. Patents and Copyrights. The issuance of a patent or copyright to Consultant or any other person shall not affect Public Agency's rights to the materials and records prepared or obtained in the performance of this Agreement. Public Agency reserves a license to use such materials and records without restriction or limitation, and Public Agency shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by Public Agency shall continue for a period of fifty years from the date of execution of this Agreement, unless extended by operation of law or otherwise.
23. Indemnification. Consistent with California Civil Code Section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless County, and its employees, officials, and agents ("Indemnified Parties") for all claims, demands, costs, or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, in performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of County. If there is a possible obligation to indemnify, Consultant's duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify.
24. Heirs, Successors and Assigns. Except as provided otherwise in Section 20 above, this Agreement shall inure to the benefit of and bind the heirs, successors, executors, personal representatives and assigns of the parties.
25. Endorsements. Consultant shall not in its capacity as a consultant with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County consultant capacity, Consultant shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely-accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County consultant capacity, Consultant shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Consultant is not publicly endorsing a product, as long as the Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Consultant may express its views on products to other consultants, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
26. Project Personnel. In performing services under this Agreement, Consultant shall use the personnel listed in Appendix C, attached hereto and made a part hereof by this reference. Changes in project personnel may only be made with Public Agency's written consent, and Consultant shall notify Public Agency in writing at least thirty (30) days in advance of any proposed change. Any person proposed as a replacement shall possess training, experience, and credentials comparable to those of the person being replaced.

Attachments

Appendix A
Appendix B
Appendix C

(Form approved by County Counsel 11/91, Rev. 3/24/00, 1/12/04, 4/9/07, 2/21/08, 7/16/09)

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APPENDIX A to Consulting Services Agreement dated between Public Agency and for Architectural Services

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APPENDIX A

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SCOPE OF SERVICES

ARTICLE I. General Intent of Agreement

The Public Agency intends to construct a new building as hereinafter more fully described. Professional architectural and/or engineering skills and services are essential for the proper and satisfactory execution of this project. For that reason, the professional Consultant is hereby retained by the Public Agency. This Agreement forms the basis of the relationship between the Public Agency and the Consultant.

ARTICLE II. Description of the Project

A. The Project contemplated under this Agreement is the **New West County Health Center**.

B. A preliminary description of the project is as follows:

1. The County envisions the WCHC to be a 50,000 s.f. facility, located on the campus of the Doctors Medical Center in San Pablo, California. The WCHC is to be an outpatient facility and shall include spaces for exam and treatment rooms, medical records, nurses stations, doctor work areas, patient registration, and ancillary services. The WCHC will be a County-run facility independent of the Doctors Medical Center.

C. The Project will be further defined as the Consultant proceeds with services, in written communications from the Public Agency to the Consultant and in the Consultant's design and construction documents approved by the Public Agency.

D. The Fixed Limit of Initial Construction Contract Cost is hereby declared to be (\$).

1. The Initial Construction Contract Cost shall be the total cost or estimated cost to the County of elements of the Project, including the building, fixed furnishings and equipment, utility extensions, adjacent street improvements and all other on and off site improvements, designed or specified by the Consultant.
 2. Initial Construction Contract does not include the compensation of the Consultant and the Consultant's consultants, the cost of the land, rights-of-way, loose or unattached furniture and equipment, utility connection fees paid by the Public Agency or other costs which are the responsibility of the Public Agency as provided in Article VIII, nor does it include the cost of change orders.
- E. An environmental impact report or other type of environmental impact document is being prepared for the County. If the approved, final report imposes mitigation measures which increase the scope of work and construction cost, the Public Agency will adjust the project scope of work to accommodate the mitigation measures within the Fixed Limit, or will increase the Fixed Limit.

ARTICLE III. Basic Services of Consultant

The Consultant shall render the services and furnish the items described as follows:

A. GENERAL

1. A partner or directing officer shall be in charge of the project for the Consultant, shall hold current registration as an architect in the State of California and, by entering into this Agreement, shall declare that he/she is professionally competent and able to provide the professional services outlined herein by reason of his/her personal knowledge and skill and that of his/her staff of consultants retained and paid by him.

2. (This Subparagraph adds to Section 19 in the Agreement.)

The Consultant and its subconsultants shall be fully knowledgeable of and shall perform services in compliance with laws and regulations that are published or available in written form and which are applicable when this Agreement is executed. Work shown in reports, drawings and specifications shall meet requirements of the Ordinance Code of Contra Costa County; the California Building Standards Code, Title 24, California Code of Regulations; the Americans With Disabilities Act; other applicable State and Federal Codes and Regulations; the State Fire Marshal, the local fire district and utility companies or districts having jurisdiction.

3. At all reasonable times throughout the various stages of the project the Consultant agrees to attend meetings and conferences as the Public Agency deems necessary for the performance of Consultant's services under this Agreement.
4. Consultant shall perform such duties as may be necessary and which are usually performed as basic services by an Architect or Engineer and which are necessary for the successful completion of the project, even though not specifically called for herein.
5. The Project shall be designed (1) to provide new construction with the lowest reasonable construction costs and (2) to minimize the maintenance and operational costs of the facility, each consistent with the Public Agency requirements set forth in the Program Verification Report referred to below, and in written communications from the Public Agency.

B. PREDESIGN PHASE

1. The Consultant shall interview representatives of the County and review relevant file material, if any, to obtain the Public Agency's requirements for the project.
2. The Consultant shall prepare a report that summarizes and confirms the Public Agency's requirements for the Project in one document, to be called Program Verification Report.

3. The Program Verification Report shall be 8 1/2 x 11 in. with foldout pages as required for any tabulations, diagrams or drawings.
4. The Program Verification Report shall be submitted for approval by the County before the Schematic Design Phase shall begin.

C. SCHEMATIC DESIGN PHASE

The Schematic Design Phase shall be based on the requirements set forth in the aforementioned approved Program Verification Report. The Schematic Design Documents prepared by the Consultant shall be presented to the County for approval and shall include the following:

1. A summary of the Public Agency's basic requirements, including maintenance, staffing and other operational cost factors, which are different from or in addition to those set forth in the approved Program Verification Report.
2. A site plan showing building, parking and general scope of site development, including points of ingress and egress for people and vehicles.
3. Studies and drawings indicating size, shape and relationship of all spaces involved in the project, with descriptions of the basic structural, mechanical and electrical systems to be utilized.
4. Exterior elevations and a section of the facility, showing the character of the architecture and the basic building materials.
5. A description of energy conservation systems and strategies recommended and incorporated in the Schematic Design Documents, together with a general description of other systems which were considered and reasons why they were not recommended.
6. A statement of probable initial construction contract cost based on current area, volume or other unit costs and the Consultant's judgment.

D. DESIGN DEVELOPMENT PHASE

Design Development Phase Documents shall be prepared by the Consultant and shall be based on the Schematic Design Documents approved by County, the Project Description set forth above, and any adjustments or changes authorized by the Public Agency. The Design Development Documents shall be submitted to the Capital Projects Management Division of the Public Agency for approval and shall include the following:

1. A summary of the Public Agency's basic requirements, including maintenance, staffing and other operational cost factors, which are different from or in addition to those set forth in the Schematic Design Documents.

2. Floor plans, with room sizes dimensioned or noted. The floor plans shall show furniture and equipment in each room, based on inventory lists provided by the Public Agency. The purpose of the room layouts is to show that the room sizes and configurations are appropriate for their intended uses. Also, the plans shall show power and telephone/data outlet locations. The purpose of showing outlet locations is to demonstrate that initial and future room layouts will have adequate outlets and to provide a basis for estimating costs for the electrical and telephone/data systems.
3. Exterior elevations, showing relationship between new addition and existing building.
4. Calculations and outline specifications that clearly describe engineering and architectural character and materials.
5. Presentation of the structural system and all its essential features.
6. Presentation of the electrical and mechanical systems, refined to fix and describe their characteristics and the quality and control of environment they will provide.
7. Landscaping and site work, if any, including general plant types and paving materials.
8. Room elevations, including material designations.
9. Interior design elements including selection of room finishes (room finish schedules) and general color schemes; finishes and colors for casework and/or millwork; window treatments (if any), fixed seating, if any, and basic directional and code-required signage. Interior design services will not include selection of moveable equipment, moveable desks and tables, accessories, service carts, computers, terminals, TVs, plants, artwork, graphics, or landscape systems partitions and furniture.
10. A further statement of probable construction cost, including an estimate for interior design elements noted in Sub-Paragraph 9 above.
11. A description of the energy conservation systems and strategies recommended and incorporated in the Design Development documents. If the systems differ from those recommended and incorporated in the Schematic Design Documents, explain why.
12. Recommended construction phasing and staging, if appropriate.

E. CONSTRUCTION DOCUMENTS PHASE

1. Construction Documents shall be prepared by the Consultant and shall be based on the project description above, and adjustments or changes authorized by the Public Agency. The Construction Documents shall include working drawings and specifications suitable for open, competitive bidding and for construction, with scope and details of the architectural, mechanical, electrical, structural, and site work to be performed by the Construction Contractor.

2. All construction contract documents shall be prepared by the Consultant except General Conditions, Instructions to Bidders, and other Division "0" sections which the County will provide to the Consultant for modification as necessary to insure consistency with the terms of this Agreement and for inclusion with the Specification Book. The Consultant shall prepare the Bid Form for the County's approval using the County's standard bid form.
3. The Consultant may include provisions to receive alternate bid items in the bid documents. The alternates shall be additive to the base bid and shall be approved by the Public Agency.
4. The Consultant shall, as necessary, furnish or cause to be furnished to the Public Agency, adequate description of heating, ventilating, or other machinery or motors, etc. to be installed denoting among other things the configuration, location of fastenings, as well as access and requirements for inspecting and servicing.
5. Consultant shall review the previous statement of Probable Initial Construction Contract Cost and advise the Public Agency of any adjustments indicated by changes in requirements or general market conditions.
6. Consultant shall attend meetings with the County Building Inspection Department in Martinez and shall revise documents as required to obtain approval of the Construction Documents from that Department and the Fire Protection District having jurisdiction before the bidding process begins. Such revisions shall be those that could have been anticipated through knowledge of applicable codes and regulations, and those that are not contrary to earlier review comments or directions by the Building Inspection Department or fire district.
7. The Bidding process shall not begin until after the Governing Board of the Public Agency has approved the Construction Documents and has authorized solicitation of bids.
8. Working Drawings: Each door shown shall have a separate, unique number; each room shall have a name and a separate, unique number, and shall be listed separately on the room finish schedule. Door hardware functions and keying shall be scheduled or specified. Drawing size shall not be smaller than 24 x 36 in. nor larger than 30 x 42 in. unless otherwise approved by the County. Details shall be shown on the working drawings and shall not be on 8-1/2 x 11 in. drawings bound separate from the working drawings. Architectural floor plans shall be prepared with AutoCAD Computer Aided Drafting (CAD). Architect shall submit an electronic copy of the working drawings to Public Agency in a format compatible with the County's system.
9. Consultant shall submit building systems calculations, if any, such as civil, structural, fire protection mechanical and electrical engineering calculations to the Public Agency, which will retain such calculations for record purposes, but shall not be responsible for checking or for adequacy, fitness or correctness of calculations.
10. The Consultant shall include in the specifications a requirement for construction Contractor to maintain a set of current detailed field record drawings and other documents, in form

satisfactory to the Public Agency indicating significant deviations from the construction contract documents, shop drawings or installation drawings, and exact locations of work, including underground utilities. Where deviations are accomplished by change order or field order, the field record drawings shall be annotated to indicate the change orders or field orders by date and number.

11. Consultant shall provide room finish and color schedules, and specifications for items listed under Article III, Paragraph D, Sub-Paragraph 9 above. It is understood that colors for manufactured finishes and assemblies will be for guidance during construction and will need to be verified when the construction contractor submits materials for approval.

F. BIDDING AND CONSTRUCTION PHASE

1. Bidding Procedure shall be administered by the Public Agency. Public Agency will handle arrangements and distribution of the bid and construction documents to prospective bidders, building exchanges and contractor associations. The Consultant shall do the following:
 - a. Prepare and furnish draft addenda to the contract documents, for typing and distribution by Public Agency.
 - b. Answer questions and provide clarification concerning the contract documents.
 - c. If necessary, assist the Public Agency in reviewing the submitted bids and advise the Public Agency concerning acceptance or rejection of bids.
2. Construction administration will be provided by the Public Agency in conjunction with the Consultant. The Consultant's duties shall include, but not be limited to, the following:
 - a. Advise as to the true intent of the contract documents and notify the contractors of such intent in writing with Supplemental Instructions, Field Reports, sketches, reports, or other memoranda in such form as approved by the County Capital Projects Management Division. However, the Consultant shall not commit the Public Agency to extra expense or otherwise modify the construction contract without first obtaining written approval from the Public Agency.
 - b. Review and approve contractor's payment requests.
 - c. Review submittals and shop drawings. Such checking shall be performed by or supervised by individuals responsible for making periodic observations of the work.
 - d. Prepare contract change orders as required to correct deficiencies in the construction documents prepared by the Consultant or as required to correct erroneous information issued by the Consultant.
 - e. Review proposed change orders submitted by the contractor and assist the County in negotiating change orders.

- f. Develop, maintain, and manage logs to track and facilitate RFIs, change orders, submittals, and shop drawings.
- g. Make periodic observations of the work and conduct job meetings with his consultants, the contractor and Public Agency representatives in attendance as may be required. Said observations and job meetings shall occur with such frequency as necessary to satisfy requirements of the building code enforcement agency, to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents, and as necessary to avoid causing delay in the project. The Consultant shall report observed material deviations from the construction contract documents. Consultant shall render decisions and interpretations pertaining to design or to the construction documents promptly and as necessary for the progress of the construction work. The Consultant shall prepare minutes of the job meetings and deliver them promptly to the Public Agency. The Consultant shall not delegate this task to the construction contractor.
- h. Prepare punchlists.
- i. Prepare drawings and provide technical direction as needed to clarify intent of construction documents prepared by Consultant.
- j. Review and furnish to the Public Agency, submittals prepared by the Contractor, such as drawings, catalogs or descriptions of heating, ventilating, or other machinery or motors to be installed, with sufficient and adequate detail to allow the Public Agency to know in advance the facts concerning the installation thereof, e.g., the size and configuration, the location, the method of fastening or securing, the methods for servicing and inspection, etc.
- k. Endeavor to secure compliance by the contractor with the contract documents, making reasonable effort to see that the contractor avoids errors and omissions. The Consultant, however, shall not be responsible for the performance of contractors nor for construction means, methods or sequences.
- l. Receive and review for general compliance with the Construction Documents all Contractor guarantees, operating instructions, equipment lists, equipment manuals, etc. and deliver them to Public Agency on completion of the work.
- m. Preparing final record drawings from the Field Record Drawings specified under Article III. Final record drawings shall be the original drawings revised to reflect the changes shown or noted on the Field Record Drawings. Deleted, changed and added items shall be "clouded" and identified with a "delta" revision symbol. Each revised sheet shall be labeled "Field Record".

G. COPIES OF DOCUMENTS

The following documents shall be furnished to the Public Agency:

1. One set of reproducible copies of drawings and one copy of any outline specifications of the Schematic Design and Design Development Phases for review purposes.
2. One copy of Consultant's statements of probable initial construction contract cost, updated at the end of each design phase.
3. One set of reproducible copies of construction drawings and one copy of the Specifications at the 50% and 90% progress completion stages for review purposes.
4. One set of reproducible copies and electronic copies of the 100% construction drawings and master specifications upon final approval.
5. The Public Agency reserves the right to request additional copies of plans and specifications as may be required, and only their direct printing costs will be at additional Public Agency expense.

H. TIME PERIODS (This Paragraph adds to Sections 1(f) and 10 in the Agreement).

Services shall begin on the effective date (from Section 1(d) in the Agreement) of this Agreement and shall proceed immediately, subject to delays beyond the control of the Consultant, except work on each item of service as specified in this Article shall proceed by steps as provided by this Agreement, upon approval by the County Capital Projects Management Division as specified, and until such approval, Consultant shall not proceed with any subsequent item of service.

The Consultant's performance schedule and deliverables milestone dates are as shown in the attached schedule.

ARTICLE IV. Extra Work by the Consultant

(This Article adds to Section 14 in the Agreement.)

The following services shall not be considered basic services unless so designated in Article III, and insofar as they cause the Consultant extra expense and if authorized in writing by the Public Agency in advance, shall be paid for by the Public Agency as provided in Agreement Section 14.

- A. Scope changes which are requested by the Public Agency after approval of the Design Development Phase documents. Note, however, that changes which are due to Consultant's errors or omissions shall not be extra services.

- B. Preparation of change orders beyond the number agreed to. Exception: Public Agency shall not pay for preparation of change orders issued to correct errors or omissions by the Consultant, regardless of whether the correction is beneficial or non-beneficial to the project.
- C. Design and construction documents and construction administration for repair of damage to the structure, when so directed by the Public Agency.
- D. The selection by the Consultant, at the Public Agency's request, of loose or unattached furniture and equipment or articles which are not included in the construction documents prepared by the Consultant under Article III.
- E. Assisting the Public Agency in arranging for the work to proceed should the Contractor default due to delinquency or insolvency.
- F. Providing prolonged contract administration and observation of construction when the initial construction contract time is exceeded due to no fault of the Consultant. In the event that the construction contract time is extended as a result of suspension of the construction activities due to labor strikes, court orders, natural disasters, Contractor default, or any other cause beyond the control of the Public Agency or Consultant, the time period of such suspension shall not be considered construction time for the purpose of determining the period for Extra Services.
- G. Providing services during suspension of construction when requested by Public Agency.
- H. Providing and accommodating code and regulatory requirements of any applicable governing agency which become newly effective after the date of this Agreement.
- I. Assisting the Public Agency in obtaining the Contractor's compliance with the guarantees and warranties for a period of one year following the filing of the Notice of Completion.
- J. Providing presentation models requested in writing by the Public Agency. Notice, however, that working or study models constructed by the Consultant for his/her own use or by his/her own choice to communicate design and construction concepts to the Public Agency shall not be extra services.

ARTICLE V. Consultant's Fee

(This Article adds to Section 8 in the Agreement.)

- A. The Public Agency agrees to pay the Consultant for full performance of the basic architectural services described herein on an hourly basis with a Payment Limit, in accordance with Sections 1(e) and 8 in the Agreement.
- B. Errors and omissions in documents prepared by the Consultant which are discovered before the construction contract is awarded shall be corrected by the Consultant without cost to the Public Agency. Also, architectural and engineering services required to make changes in construction

resulting from errors and omissions in the Contract Documents which are discovered after a contract is awarded shall be performed by the Consultant without cost to the Public Agency.

- C. The Consultant's fee specified in subheading A above, except as otherwise expressly provided in this Agreement, shall constitute full compensation to the Consultant for the basic services under this Agreement.

ARTICLE VI. Ownership and Use of Documents

(This Article adds to Sections 13, 16, and 17 in the Agreement.)

- A. Drawings and Specifications and any and all other documents and instruments prepared by the Consultant, shall, upon receipt and approval by the Public Agency, become and remain the property of the Public Agency whether the Project for which they are made is executed or not.
- B. In the event this Agreement is terminated for any reason whatever, before completion, all the original drawings, tracings and specifications and other pertinent documents shall be turned over to the Public Agency and shall become the property of the Public Agency, in accordance with Agreement Sections 16 and 17. Liability for damages caused by subsequent unapproved changes or use of plans, specifications, reports or documents shall be as specified in Section 5536.25(a) of the State Architectural Practice Act, i.e.:

"A licensed architect who signs plans, specifications, reports, or documents shall not be responsible for damage caused by subsequent changes to or uses of those plans, specifications, reports, or documents, where the subsequent changes or uses, including changes or uses made by state or local governmental agencies, are not authorized or approved by the licensed architect who originally signed the plans, specifications, reports, or documents, provided that the architectural service rendered by the architect who signed the plans, specifications, reports, or documents was not also a proximate cause of the damage."

ARTICLE VII. Duties of Consultant

A. RESPONSIBILITY FOR CONSTRUCTION COST

1. Cost considerations shall not justify breaching principles of sound architectural and engineering design. If the cost of the work is increased beyond the Fixed Limit of Initial Construction Contract Cost, or beyond the latest approved estimate by any changes involving quality or quantity, the Consultant shall give written notice in a timely manner to the Public Agency, whether such increase is initiated by the Public Agency or the Consultant.
2. Since a Fixed Limit of Initial Construction Contract Cost has been established as a condition of this Agreement, the Consultant shall be permitted, subject to approval by the Public Agency, (a) to include contingencies for design, bidding and price escalation, (b) to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, (c) to make reasonable adjustments in the scope of

the Project and (d) to include in the Contract Documents alternate bid items approved by the Public Agency to adjust the Initial Construction Contract Cost to the Fixed Limit.

3. If the Bidding has not commenced within three months after the Consultant submits the Construction Documents to the Public Agency, the Fixed Limit of Initial construction Contract Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Public Agency and the date on which proposals are sought. Adjustments shall be based on the ENR 20-cities Building-Cost Index, published by McGraw-Hill, Inc.
4. If the Fixed Limit of Initial Construction Contract Cost (adjusted as provided in Subparagraph 3 above) is exceeded by the lowest bona fide bid, the Public Agency at its option shall do one of the following: (a) award the Construction Contract if additional funds are available, (b) authorize rebidding or renegotiating of the Project within a reasonable time, (c) if the Project is abandoned, cancel in accordance with the Agreement, Section 16, or (d), require the Consultant to modify the Drawings and Specifications as necessary to comply with the Fixed Limit. If the Consultant is required to make such modifications, he shall furnish without cost to the Public Agency, the modified drawings and specifications in the number required by the Public Agency for rebidding. When separate, Phased Construction Contracts are used, the foregoing options shall apply to the largest general construction contract, when the lowest bona fide bid, together with the sum of the prices or estimates for all other separate construction or procurement contracts, exceed the Fixed Limit of Initial Construction Contract Cost.

B. SUBCONSULTANTS

Consultant shall employ all civil, mechanical, fire sprinkler, electrical, acoustical, cost, communications engineers, landscape architects, and other subconsultants as necessary in the opinion of the Consultant to prepare any item of service listed in Article III. Said consultants shall be licensed by the State of California to perform their special services, when such licensing is required by law. All drawings prepared by subconsultants and included in the Contract Documents shall bear the signature of the appropriate subconsultant.

1. Each subconsultant being considered shall receive a copy of the Agreement and shall acknowledge to the prime consultant, in writing, that he has read and understands the Agreement and, furthermore, that he agrees to assist the prime consultant with all the services and duties mentioned herein as they apply to the specialties for which he is retained as a subconsultant.
2. All subconsultants retained by the Consultant shall be approved in writing by the Public Agency prior to the execution of any Agreement with a subconsultant. However, Public Agency's approval shall not create any contractual relation between Public Agency and the subconsultants employed by Consultant.

C. INDEMNIFICATION

In the event that the Consultant retains or uses the services of subconsultants or subcontractors in connection with the Project described in this Agreement, the Consultant shall enter into a written agreement with each such subconsultant or subcontractor and shall include in the agreement provisions requiring the subconsultant or subcontractor to indemnify, save and hold harmless the Public Agency, its boards, officers and employees to the same extent as the prime Consultant is required to do so.

D. APPROVALS

The Consultant agrees that approval of plans and specifications by the Public Agency shall not relieve the Consultant of the responsibility to prepare the plans and specifications in a skillful and careful manner, in accordance with the competence and care ordinarily exercised in like cases by reputable members of the Consultant's profession practicing in the same locality or similar localities.

ARTICLE VIII. Duties of Public Agency

A. The overall administration of the project will be accomplished by the Public Agency.

B. The following will be accomplished by the Public Agency.

1. Obtain and deliver to the Consultant any available site information, e.g., topographic surveys and related information, soils studies and soils testing of whatever kind, etc., containing information required by the Consultant to perform its services, as ordered by the Consultant in writing prior to completion of Design Development Documents.
2. Review all sketches, drawings, specifications, proposals, contracts and other documents presented to it by the consultant and act promptly thereon, notifying the Consultant of any and all decisions thereon.
3. Act promptly in all matters requiring its attention so as not to unreasonably delay the work of the Consultant in the design and construction of the project.
4. Provide all necessary construction testing services.
5. Pay all fees required by any division or department of the State of California, utility company, or other authorities having jurisdiction, for filing, processing and checking of any item of service prepared by Consultant.
6. Prepare documents required to meet requirements of California Environmental Quality Act (CEQA).

7. Provide information regarding requirements for the Project, including design objectives, constraints and criteria, space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.
 8. Designate a project manager to serve as a single point of communication between the Public Agency and the Consultant.
- C. The Public Agency may choose to provide one or more project inspectors to conduct day-to-day construction inspection at the project site. If the Public Agency decides to provide such inspector(s), the project inspector or inspectors will report to the Public Agency and will seek advice and interpretation from the Consultant with respect to the plans, specifications and other technical details of construction. As provided in Article III above, Consultant shall be required to render advice and interpretation to the inspector or inspectors, as requested, to assist them in their effort to insure that the project work is proceeding according to the plans and specifications.

ARTICLE IX. Non Discrimination

Consultant shall not discriminate against any employee who is employed in the Project work or against any applicant for such employment because of ethnic group identification, religion, age, sex, color, national origin, or physical or mental disability.

ARTICLE X. Records

- A. The Consultant shall establish an official file for this Project. The file shall contain adequate documentation of all actions taken by the Consultant with respect to the Project.
- B. Consultant shall maintain books, records, documents and other evidence pertinent to the Consultant's services on the Project in accordance with generally accepted accounting, engineering and architectural principles and practices, and retain such matter for at least four years after the date of completion of the Project.
- C. Consultant shall make such books, records, documents, and other evidence available to the Public Agency, or any authorized representative, during the course of construction and for at least four years after completion of the Project and provide suitable facilities for access, inspection and copying thereof.

ARTICLE XI. Notices

Any notice that either party hereto desires or is required to give to the other, shall be in writing and shall be effected by personal delivery or by mail. In either event, notice to the Public Agency shall be at The Contra Costa County Capital Projects Management Division Office, 1220 Morello Avenue, Suite 100, Martinez, California 94553-4711.

PAYMENT

- A. Payment for services shall not exceed the rates in the attached rate schedule and Labor and Materials Breakdown. The rates shall remain in effect for the term of the contract.
- B. Payment to the Consultant for subconsultants authorized in advance by the Public Agency shall be an amount equal to Consultant's direct costs, without handling mark ups. Subconsultants' invoices shall be submitted as part of Consultant's bill for services.
- C. Payments for the extra work specified in Section 14 of the Agreement shall be computed separately, shall not exceed any limits specified in the Public Agency's written authorization or change order to provide such extra work, and shall not cause the total amount paid to Consultant to exceed the Payment Limit specified in Section 1.e without prior written approval of Public Agency.
- D. Actual out-of-pocket and documented expenditures by the Consultant and its employees and subconsultants for the items listed in the following subparagraphs shall be reimbursable when made in the interest of the project and within the limit of the reimbursables allowance.
 - 1. Fees paid to authorities having jurisdiction over the project for securing their approval.
 - 2. Expense of reproductions and postage for Drawings, Schedules, Specifications, and other documents related to the Project.
 - 3. Expense of photographic reproduction techniques related to the project.
 - 4. Expense of renderings, models, and mock-ups requested by the Public Agency.
 - 5. Expense of travel outside the Bay Region counties ordered or approved in advance in writing by the Public Agency. The Bay Region counties are Alameda, Contra Costa, Marin, Napa, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, and Solano. Such expenses shall be paid as follows:
 - a) Travel Time: At the hourly rates specified under Paragraph A above, not to exceed eight hours per day per person.
 - b) Other reasonable travel and subsistence expenses: Actual out-of-pocket costs, documented with receipts.
- E. All other expenses, i.e. those not listed under Paragraph D above, shall not be reimbursable and shall be considered covered by the hourly rates set forth in Paragraph A.
 - 1. When any of the items listed under Paragraph D above are specified in Appendix A but are not identified as reimbursable with a reimbursement limit or allowance, or when any of the items are provided for the Consultant's own use and not at the request of the Public Agency, expenses therefor shall not be reimbursable and shall be considered covered by the hourly rates specified in Paragraph A above.
 - 2. The Public Agency shall not pay for the Consultant's and its subconsultants' time and expenses for transportation between the Consultant's and its subconsultants' various offices and the Bay Region counties. Cost to Consultant and its subconsultants for such transportation shall be considered included in the hourly rates specified above.
- F. Payments shall be in accordance with Section 8 in the Agreement and shall be made monthly on presentation of the Consultant's statement of services rendered and any reimbursable expenses incurred. Requested payments shall be in proportion to the services performed within each phase of

service and shall be based on the rates and breakdown set forth in Paragraph A above. The monthly statements shall include a breakdown of expenses and hours by classification and rate.

END OF APPENDIX B