



County of Santa Clara

Facilities and Fleet Department Capital Programs Division

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SEPTEMBER 1, 2009

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSOQ) TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS RENOVATION AND ALTERATION PROJECTS

Section I. Introduction

A. Overview

The County of Santa Clara (County) desires to retain the services of two Architectural and Engineering firms ("Consultant") to provide professional Architectural & Engineering Design and other related services for various renovation and alteration projects.

To be considered in the selection process, submit an electronic version of your response (.pdf version) to this RFSOQ including all items described in Section IV, SUBMITTAL REQUIREMENTS. All responses must be received no later than **4:00 p.m., Wednesday, Sept 30, 2009**. Responses cannot exceed 25 pages. The e-mail address to submit your response is Ken.Rado@FAF.SCCGOV.ORG

Each applicant shall bear all costs associated with their proposal. All submitted proposals shall become and remain the property of the County of Santa Clara.

Proposals or additional information received after the submittal deadline will not be considered in the selection process.

Responses to this RFSOQ will be evaluated by a selection panel appointed by the Manager, Capital Programs Division. A short-list of qualified A-E's will then be invited to an interview.

After selection and successful fee negotiation, the County and the Consultant(s) will execute a Professional Services Agreement (PSA). A PSA is an "umbrella" agreement from which the County will order specific services identified in the PSA. Each PSA will have a term of 30 months. The proposed PSA is provided as an attachment to this RFSOQ.

The Consultant will be issued individual Project Agreements to perform specific scopes of work.

B. Compensation Rates

Consultant selection is qualification-based. The County will negotiate with the top-ranked firm the hourly rates for Consulting Services for each year of the duration of the PSA. If negotiations are not successful, the County will attempt negotiations with the second ranked firm, and so on. The agreed-upon hourly rates will be incorporated in to the PSA.

The County will obtain services pursuant to the PSA by issuing bi-lateral negotiated agreements called Project Agreements (PA). The Consultant will be issued one or more individual Project Agreements when specific project needs arise. The fee for each Project Agreement (based on the rate schedule established in the PSA) will be negotiated at the time the scope of the Project Agreement is defined.

C. Insurance Coverage

The selected Consultants will be required to maintain specific insurance during the life of the PSA. The County's Insurance Exhibit B3-A (Revised), is provided as an attachment to this RFSOQ. Failure to meet to obtain Insurance that complies with Exhibit B3-A (Revised) will disqualify the Consultant for a PSA.

D. Contracting Principles Requirements:

The Consultant selected pursuant to this RFSOQ must meet the County of Santa Clara Board of Supervisors Resolution on Contracting Principles adopted (October 28, 1997). These are described in detail in Attachment C to this RFSOQ document.

E. Description of Proposed Projects

The following is a list of projects (not all-inclusive) for which the Consultant(s) may be issued Project Agreements to perform design:

- Repairs to Timpany Center to include replacing interior features, new carpeting, architectural trim and finishes, fire alarm systems, etc. (Estimated construction cost: \$2.5M)
- Renovate Juvenile Hall cafeteria and food service preparation area.
- Design new Laundry for Probation Muriel Wright Center.

F. Brief Description of the Capital Programs Organization

The County's Capital Programs Division is responsible for delivering projects that include new construction, remodeling, upgrading, repairing, expanding, and modifying various County owned and operated facilities.

Capital Programs manages and administers capital improvement projects utilizing in-house Project Managers and Inspectors.

G. Reservation of Rights Statement

The County reserves the right to accept or reject any or all responses, terminate the solicitation process at any time for any reason, and waive any and all minor deficiencies in any and all submissions if it determines such action is in the best interests of the County.

The County will not be under any obligation to award any contracts or to use any agreement to its limits. Based on specific project needs, the County may extend the time limit of any agreement.

H. Confidentiality of Proposals

Board Policy (5.11.5) requires all proposals to be maintained as confidential until the Selection Committee recommends award. Submissions will become the property of the County. They will not be returned.

After a contract has been formally awarded, Board Policy (5.11.10) allows the unsuccessful consultants to review all proposals submitted during the selection process unless the information was certified as proprietary by the Applicant. All Applicants should clearly identify any proprietary information contained in their submission.

Section II. SCOPE OF SERVICES

- A. The County is seeking A-E firms experienced in managing a multi-discipline team of professional consultants in the area of repair, alteration and renovation projects. The County recently completed a major construction program of new buildings and is now focusing on renovation and repair projects. While the specific scope of services is outlined in paragraph 5.04 of the attached PSA, the work emphasis will be repair and alteration projects for existing facilities.
- B. Additionally, the County is placing emphasis on “sustainable” design. Sustainable design includes designing for energy and water efficiency, and the incorporation of products that are “friendly” to the environment.
- C. The Consultant selection process will give weight to these two areas: experience in managing multi-discipline teams and experience and innovation in “sustainable design.”

Section III. CONSULTANT’S MINIMUM QUALIFICATIONS

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

- A. Architectural Firm/Team as a Whole
 - 1. Firm must be licensed to practice in California.
 - 2. Has provided architectural and engineering services at least since 2000.
 - 3. Has provided architectural and engineering for at least three (3) completed Public projects, similar in scope to the projects covered by this RFSOQ, with construction budgets in the range of \$500,000 to \$5 million, since 2000.
 - 4. Has the ability to provide staffing and resources necessary to meet the schedules and needs of a variety of projects.
 - 5. Can meet the minimum insurance requirements of this RFSOQ.
- B. Additional Desirable Architectural Firm/Team Qualifications
 - 1. Demonstrated ability to produce well-coordinated and detailed designs, incorporating “sustainable” design features.
 - 2. Preference may be given to firms located within Santa Clara County.

Section IV. SUBMITTAL REQUIREMENTS

A. Background Information

1. Legal name, address, and telephone and fax numbers of the principal office (national headquarters) and local office. If services will be provided from additional locations, provide this information for these sites also.
2. Year established.
3. Type of organization (partnership, corporation, etc.).
4. Name, title, address and telephone and fax number (E-mail address if available) of the person to whom correspondence should be directed.
5. Approximate billings per year for the past five years.
6. Description of the scope of services usually provided.

B. Organization

1. Provide an organizational chart showing the roles and responsibilities of proposed staff and any subconsultants. As a minimum, the following sub-consultants shall be identified:
 - a. Fire Protection Engineering;
 - b. Mechanical; and
 - c. Electrical

C. Qualifications – Provide Documentation demonstrating the following:

1. Experience in managing multiple professional design disciplines for renovation and alteration projects valued between \$500K - \$5M.
2. Previous experience renovating buildings to achieve compliance with ADA and Fire Codes.
3. Experience incorporating “sustainable” features in to construction designs.
4. Identify the Project Manager who would be assigned overall responsibility for the County projects. Indicate their qualifications/experience in managing similar projects.

D. Information on Past Projects

1. Identify and describe a minimum of three (3) projects (total) renovation/alteration projects, valued between \$500K and \$5M in which the design was managed by your firm. Describe your firm’s role in each of those projects. Also, indicate the role of staff proposed to be part of the project team for the projects included in this RFSOQ.

E. Client References

1. Complete Form A (attached to this RFSOQ), identifying the name and title of the person responsible for the project in the contracting agency (Owner Reference), as well as a current address and telephone number, for each of the projects identified in sub-paragraph E. 1. above. Inclusion of Attachment A does not count against the 25 page limit.

2. Include their names, telephone and e-mail addresses. **It is strongly recommended that the Consultant make contact with references to (a) verify contact information; and (b) advise the Reference that they will be contacted by County staff.**
3. Include a description of the projects, construction value, and describe your firm's participation in the project.

Section V. SELECTION PROCEDURE

1. A Review Board appointed by the Manager of Capital Programs Division will rank the firms according to the criteria shown below.
2. The identity of the board members will not be revealed.
3. The Review Board will review the submissions and recommend a short list of firms to be interviewed by the Board.
4. All firms will be notified in writing of the short list
5. The length of time allowed for the total interview will be up to forty-five (45) minutes, including twenty (20) minutes allowed for the consultant's presentation and followed by the question and answer period.
6. Fees and contract negotiations are not within the purview of the Review Board and the sole purpose of the Review Board is to rank the interviewed firms
7. The interviewed firms will be notified in writing of their final ranking

Section VI. EVALUATION CRITERIA (Maximum Score 100 points)

1. Completeness of submittal (up to 25 points)
2. Use of "sustainable" features (up to 25 points)
3. Level of experience in preparing designs of project similar in scope to those identified in this RFSOQ (up to 25 points)
4. Demonstrated ability to produce well-coordinated and detailed design (up to 25 points). A large portion of the scoring for this criteria will be based on County interviews of Consultant's references

Section VII. COUNTY OF SANTA CLARA RESOLUTION ON CONTRACTING PRINCIPLES REQUIREMENTS

The Resolution on Contracting Principles, adopted by the Board of Supervisors on October 28, 1997, requires that County departments apply the contracting principles provisions in the selection process. This RFQ for Program and Construction Project Management services (or RFQ) will result in a Type I contract, per Section II C8 of the Resolution on Contracting Principles, "Contract with Professionals where the primary services contracted for will be provided by those professionals". The successful applicant will be required to complete the "Declaration of Contractor" form and the contract with the County will include specific provision that the contractor, shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations and laws and shall maintain financial records adequate to show that the County funds paid

under the contract were used for purposes consistent with the terms of the contract.

Section VIII. TENTATIVE SCHEDULE OF EVENTS

September 1, 2009	Advertise RFSOQ
September 30, 2009	Submittal Deadline
October 2009	Review Panel Interviews
October 2009	Negotiation of Professional Services Agreement (PSA)
November 2009	Acceptance of PSA by Board of Supervisors
November 2009	Issue first Project Agreement

Note: This schedule may be changed by addenda if required.

Section IX. ATTACHMENTS

- A. Form A – Consultant's Relevant Experience
- B. Form B – Consultant's Insurance Coverage
- C. Board of Supervisors Policy on Contracting and Bidding – Article 5.6
- D. Sample PSA

See Attachments to PSA for additional information

ATTACHMENT A

CONSULTANT'S RELEVANT EXPERIENCE

PROJECT NAME: _____ NEW OR REMODEL? _____

LOCATION (City & State): _____

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

OWNER: _____

OWNER REFERENCE: _____ PHONE No. _____

PROJECT DESCRIPTION: _____

MEMBERS OF YOUR PROPOSED TEAM WHO WORKED ON THIS PROJECT:

1. _____ 2. _____ 3. _____

PROJECT NAME: _____ NEW OR REMODEL? _____

LOCATION (City & State): _____

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

OWNER: _____

OWNER REFERENCE: _____ PHONE No. _____

PROJECT DESCRIPTION: _____

MEMBERS OF YOUR PROPOSED TEAM WHO WORKED ON THIS PROJECT:

1. _____ 2. _____ 3. _____

PROJECT NAME: _____ NEW OR REMODEL? _____

LOCATION (City & State): _____

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

OWNER: _____

OWNER REFERENCE: _____ PHONE No. _____

PROJECT DESCRIPTION: _____

MEMBERS OF YOUR PROPOSED TEAM WHO WORKED ON THIS PROJECT:

1. _____ 2. _____ 3. _____

ATTACHMENT B CONSULTANT'S INSURANCE COVERAGE

Please indicate whether your firm has the required minimum amounts of insurance coverage.

NAME OF FIRM _____

COMMERCIAL GENERAL LIABILITY INSURANCE

(Bodily injury, including death, and property damage)

☐ YES	EACH OCCURRENCE - \$1,000,000
☐ YES	GENERAL AGGREGATE - \$2,000,000
☐ YES	PRODUCTS/COMPLETED OPERATIONS AGGREGATE - \$2,000,000
☐ YES	PERSONAL INJURY - \$1,000,000

AUTOMOBILE LIABILITY INSURANCE

(Bodily injury, including death, and property damage)

☐ YES	EACH OCCURRENCE - \$1,000,000
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WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

☐ YES	STATUTORY CALIFORNIA WORKERS' COMPENSATION COVERAGE
☐ YES	EMPLOYER'S LIABILITY - \$1,000,000

PROFESSIONAL ERRORS AND OMISSIONS

☐ YES	EACH OCCURRENCE - \$1,000,000
☐ YES	EACH OCCURRENCE - DEDUCTIBLE OR SELF-RETENTION NOT OVER \$25,000

ATTACHMENT C

CONTRACTING AND BIDDING

REVISED 3-11-05

5.6 ARCHITECT-ENGINEER-CONSTRUCTION PROJECT MANAGEMENT CONTRACTS

5.6.1 Definition

It shall be the policy of the Board of Supervisors of Santa Clara County that selection of contractors by County agencies/departments to provide architectural, engineering, construction project management, land surveying and environmental services shall be on the basis of demonstrated competence and professional qualifications, rather than competitive bidding. It is the policy of the Board that County agencies/departments shall encourage participation of local professional firms in the competition and selection process for County projects.

5.6.2 Criteria Regarding Length of Contract Term

If the services to be completed under a given contract within this category are tied to a specific project, the contract term shall be based upon a reasonable estimate of the time required for the project. This estimate shall be made by the County professionals overseeing the project and shall be subject to negotiation with the contractor.

5.6.3 Extensions of Contract Term

The Director of Procurement shall be authorized to grant contract extensions that involve no cost increase or are within the agency/department head's contract change order authority and are needed for reasons other than delays or problems caused by the contractor.

5.6.4 Adjustments to Contract Amount

Contract increases may be granted by the Director of Procurement to order changes or additions in the work within the limits established by the Uniform Public Construction Cost Accounting Act (PCCAA). Increases necessitated by changes in the project, including changes in the purpose of the project, in tenant, or in use or area of a facility judged by the agency/department head to be significant, shall be submitted to the Board of Supervisors even though the monetary amount of the contract change is within the monetary limits described in PCCAA.

A new procurement shall be considered when there is a major change in scope of the project, or if the change causes a major delay or makes the fee structure inappropriate, or if a reasonable price for a contract change order cannot be negotiated.

5.6.5 Vendor Selection -- Major Projects Over \$50,000

A Review Board process shall be utilized for major projects.

- (A) The Agency Director (County Director of Capital Programs, County Agency or Department Head, or representative) will maintain a current list of qualified pro-

ATTACHMENT C

professional consultant firms and will request the consultants to submit their qualifications. Performance in providing previous services to the County shall be among the criteria that are used to judge qualifications.

- (B) The Director will appoint a review board of qualified professionals, including individuals familiar with the type of project proposed and the nature of the services required, and including at least one professional who is not an employee of the County. The review board will review the qualifications submitted, establish a list of finalists, and interview the finalist firms.
- (C) The Director will negotiate an agreement with the top ranked firm regarding the extent of services, the amount and method of compensation, and other conditions. If agreement cannot be reached, the Director will terminate discussion with the number one selection and open negotiations with the second-ranked firm, and repeat the process until an agreement is negotiated. Upon successful negotiation, the Director shall present the contract for approval by the Board. At its discretion, the Board may accept the Director's recommendations or direct the Director to enter negotiations with a lower ranked firm.
- (D) Alternatively to the process outlined above, the Director may utilize the review board selection process to establish eligible lists of consultant firms from which professional service agreements (PSA's) would be awarded. The eligible lists may be maintained for one or two years depending on the requirements of the agency for various professional services and the availability of appropriately qualified firms. Award of a PSA to an eligible firm shall be for a term of two years, or up to an aggregate fee total of \$500,000, whichever occurs first. Awards of individual project agreements under the terms of the PSA shall not exceed \$250,000.

5.6.6 Vendor Selection -- Projects Under \$50,000

The Agency Director shall maintain a current file on qualified consultants in each professional discipline. The Director or designate shall select consultants for specific projects based on capability and qualifications, and will be responsible for negotiating the consultant's fee up to a maximum amount of \$50,000. Evaluations of a contractor's performance in providing previous service to the County shall be among the criteria that are used to judge the qualifications of the contractor. Whenever feasible, the selection of a contractor for projects under \$50,000 will be made on a rotational basis.

FAF CAPITAL PROGRAMS
MASTER A-E Design PSA
Version Sept 1, 2009

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County of Santa Clara

Facilities and Fleet Department
Capital Programs Division

CONSULTANT AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA CLARA

And

NAME OF CONSULTANT

For

**ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN
SERVICES**

For

NAME OF PROJECT

PROJECT NUMBER: 263-SAP NUMBER

BOARD APPROVAL DATE



County of Santa Clara

Facilities and Fleet Department
Capital Programs Division

CONSULTANT AGREEMENT

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END LIST OF EXHIBITS

PROFESSIONAL SERVICES AGREEMENT

FOR

ARCHITECTURAL/ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES

This is an agreement between THE COUNTY OF SANTA CLARA (hereinafter "Owner" or "County") and NAME AND ADDRESS OF A-E (hereinafter "Consultant").

PART 1 - RECITALS

- 1.01 WHEREAS, this Professional Services Agreement (hereinafter "PSA") sets forth the terms and conditions pursuant to which Consultant, as a Design Professional, will provide architectural /engineering and related professional design services (hereinafter "Services") for Owner's Various Construction, Renovation and Alteration Projects; and
- 1.02 WHEREAS, Consultant was selected by means of the County's consultant selection process, represents itself as a Design Professional having the requisite qualifications, and agrees to perform such Services; and
- 1.03 WHEREAS, Consultant will perform such Services pursuant to separate Project Agreements to be negotiated by both parties and issued by Owner's Authorized Representative pursuant to this PSA.

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 AGREEMENT FOR SERVICES

- A. 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-Engineering Design services to the County. The County will authorize Consultant to perform specific services by separate Project Authorization 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 (vii) County's representative Project Manager, who will provide coordination between Consultant and County and communicate relevant approvals and decisions.

2.02 MAXIMUM COMPENSATION

- A. The sum of all Project Agreements issued pursuant to this PSA shall not exceed XX Dollars (\$XX). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

2.03 TERM

- A. This Agreement is effective upon the date of full execution by both parties, and shall remain in effect for a period of XX months ("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 County may authorize for Projects within the scope of this PSA.
 2. The extent of the Services and/or Deliverables 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, or direct Consultant to provide, any of the following for Consultant's use in connection with the Services:
 - (i) 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.
 - (ii) 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 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 Approval & Permit Fees

- A. 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 this PSA. The OAR is the Manager, Facilities and Fleet, Capital Programs Division.
- 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 Maximum 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.

4.03 Changes in Scope

- A. If Owner requests a change in the requirements of a Project Agreement that Consultant contends is material and justifies an increase in compensation, Consultant must within fourteen (14) calendar Days of the Owner's request, advise Owner in writing before proceeding with such change. If written notice is not given to Owner within said fourteen (14)

Days, such change will be deemed not material and Consultant will not be entitled to additional compensation for the change in the requirements of the Project Agreement.

- B. If Owner causes a material change in the Service(s) or Deliverable(s), Consultant must within fourteen (14) calendar Days of the event that caused the material change, notify Owner in writing that Consultant contends Owner has caused a material change in their Service(s) or Deliverable(s). After said notification, Consultant must provide such Service or Deliverables as directed by OAR. If OAR concurs that there has been a material change in a Service or Deliverable, payment to Consultant will be adjusted in accordance with Part 12.01.A.4, "Changes."
- C. If there is a material increase in the scope of Services required to complete a Project Agreement, and such increase is not the fault of or caused by Consultant, or does not result from faulty or inaccurate estimations made by Consultant, OAR may request, and Consultant, pursuant to such request, must provide assistance in re-allocating the remaining available funds relating to the Project Agreement. Such assistance must, if requested by OAR, also include a determination of any other services necessary to complete the Project.
- D. If there is a material decrease in the scope of Services required to perform a Project Agreement, Consultant agrees to immediately notify OAR and to accept a reasonable reduction in compensation.

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

5.01 Consultant as Independent Contractor

- A. Consultant is performing all Services as an independent contractor and not an agent or employee of County. The expertise and experience of Consultant are material considerations for County'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 County, 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

- A. 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. County assumes no responsibility whatsoever concerning such compensation. Consultant may add sub consultants to those identified in exhibit B only with the prior written approval of the County's Project Manager.

5.03 Consultant's General Responsibilities

The following General Responsibilities shall apply to all Services under this Agreement.

- A. Standard of Care
 - 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.
 - 2. Consultant must perform Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including 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. Construction Quality Control Systems

1. The Drawings and Technical Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, Contractor's Submittals or other measures that the Contractor is required to perform.
2. Each Technical Specification Section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that Section.
3. Each Technical Specification Section must include a subsection to identify and list required Contractor Submittals including but not limited to Shop Drawings, certificates of compliance, Product Data sheets, Samples, tests and test results, mix designs, required worker qualifications, off-site inspections, or all other necessary Contractor Submittals.

C. Testing and Inspection Requirements

1. Testing and inspection requirements must be included in each Technical Specification Section and must identify the specific inspection, sampling, and testing to be performed by the Contractor, including:
 - a. Items to be tested;
 - b. The number of tests per unit;
 - c. The test method;
 - d. The required tolerances; and
 - e. The actions to be taken in the event of failure.
2. Unless otherwise directed by the OAR, the Construction Documents must require the Contractor to hire a Certified Testing Lab to perform all required tests and to submit certified test results to Owner.

D. Funding by Governmental Agencies

1. If Owner desires to obtain funding from Federal, State, or other outside funding sources, Consultant must prepare and furnish information required by such Federal, State, or outside funding sources.
2. When a Project is to be constructed in part or wholly with funds from Federal, State, or other outside funding sources, Consultant must comply with and incorporate the requirements of said Federal, State, or outside funding sources in the Construction Documents.

E. OSHPD Jurisdiction

1. When a Project is within the jurisdiction of the State of California, Office of Statewide Health Planning and Development ("OSHPD"), Consultant's Instruments of Service must meet all OSHPD requirements.
2. When a Project is within the jurisdiction of OSHPD, Consultant's Services include all Services necessary to obtain all required OSHPD approvals and permits for construction and occupancy of the Project.

F. Sequence of Consultant's Services

1. In general, Consultant's Services will proceed sequentially by the Phases described in Part 5.04, "Basic Services & Deliverables."
2. Each Project Agreement will establish the Consultant's Milestone Schedule for completion of the Consultant's Services applicable to that Project Agreement.
3. 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.

G. Signing and Stamping Documents

1. Final Construction Documents and other submittal documents required by Permitting Authorities must be signed and stamped by the Design Professional(s) of Record as appropriate to the submitted documents.

H. Design Quality Control & Coordination Checks

1. Consultant is responsible for the technical quality of all Documents prepared by Consultant and the Consultant's Sub-consultants.
2. Before submitting the completed Construction Documents to Owner, Consultant must check all Documents for technical accuracy and coordination within and between disciplines.
3. Consultant must ensure that systems and equipment will fit in interstitial spaces (above ceiling), chases, and equipment rooms. Consultant must verify, through means that may include preparation of isometric drawings depicting various locations, that systems and equipment, such as HVAC, plumbing, voice/data cabling, electrical bus ducts, suspended ceilings and light fixtures, sprinkler lines, security raceways/cabling, and insulation, will fit in allotted spaces, and not interfere with structural and fixed architectural elements of the building. Although the Contractor is responsible for preparing Coordination drawings indicating the final configuration of these systems, Consultant is responsible for ensuring the accuracy of their design and the adequacy of interstitial spaces, chases and equipment rooms.
4. Technical accuracy and coordination checks must be performed in accordance with a procedure acceptable to the Owner. At a minimum, the coordination check procedure must document that the following items were checked for technical accuracy and coordination:
 - a. Architectural, Structural, MEP and other Drawings;
 - b. The requirements of Divisions 2 through 16 are consistent with the requirements of the County's front-end documents (Project Manual, Divisions 0 &1);
 - c. Materials called for in the Project Manual are currently available and suitable for their intended use;
 - d. Manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent;
 - e. Notes on the Drawings must coordinate with the requirements of the Project Manual;
 - f. Products and materials specified on the Drawings must be identical to the products and materials required in the Project Manual;
 - g. Design layout, utility sources, and other required design elements are compatible with the physical requirements and characteristics of programmed movable furniture and equipment;
 - h. The technical sections of the Specifications clearly state the minimum grade, quality, and type of materials and workmanship required; and
 - i. When three or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the project, a minimum of three such known manufactured products must be specified for potential use on the Project.
5. The coordination checks must be shown as individual activities in the Design Consultant's Detailed Schedule. Adequate time to perform the Coordination Checks must be indicated on the Design Consultant's Schedule.
6. The marked-up coordination check prints must be submitted to Owner with each design Phase submittal and will be returned to Consultant after Owner's review.

7. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner must contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement.
 8. Consultant's fee for performing the coordination checks must be identified as a separate Task in the Consultant Compensation section of each Project Agreement.
 9. If Owner's review of the documents submitted by the Consultant reveals that the coordination check was incomplete or inadequate, 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 Consultant's compensation stated in the Project Agreement will be reduced by the proportional amount of the value of the coordination check Task fee for such review. Notwithstanding such fee reduction, Consultant remains fully responsible for the technical accuracy and coordination of all its Instrument of Service.
 10. Consultant must not incorporate review comments generated by the Owner's organization into subsequent design documents until the comments are first reviewed and accepted by the Owner's Project Manager.
- I. Submittal of Deliverables
1. Each submittal must include a declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Sub-consultants was coordinated; the submittal is complete, and that all prior review comments have been incorporated and coordinated.
 2. Consultant must furnish to Owner, suitable for reproduction, original reproducible Drawings, Project Manual and other Instruments of Service, and computer disks containing the Drawings, Project Manual, and other Instruments of Service in the following electronic formats: IBM compatible operating system, AutoCAD 2000 or newer, Windows 2000 or newer.
- J. Printing & Reproduction
1. Consultant must pay for all printing and reproduction cost incurred in the performance of its Services.
 2. Owner will print coordination check documents to be used by the Owner at Owner's expense.
 3. Owner will print Bid Documents for distribution to Bidders at Owner's expense.
 4. At Owner's written request, Consultant must print or reproduce selected documents. The Consultant may invoice the Owner for Owner-requested printing as a Reimbursable direct expense.
- K. Meetings
1. In addition to meetings specifically identified in Part 5.04, "Basic Services & Deliverables", Consultant must attend meetings as needed or required with:
 - a. Owner's officials, staff, commissions and user groups as required for the performance of Consultant's Services pursuant to this PSA and all Project Agreements. This requirement includes meetings with Owner and user groups to develop, explain and refine Architectural Program and design criteria and for Consultant to present design solutions for acceptance. This also includes a pre-design kickoff meeting with the Owner's organization.
 - b. Owner-sponsored advisory groups and local officials to present the Project to the public.
 - c. Governmental Agencies having jurisdiction related to the Project or any part of the Project. The Consultant must schedule and participate in preliminary meetings with all Governmental Agencies with Permitting Authority for the Project

prior to the start of the Schematic Design (SD) Phase and as needed or required thereafter.

2. If requested by the Owner, Consultant must prepare agendas for and take minutes of all meetings conducted/attended by Consultant. This includes meetings that are chaired by the Owner's Project Manager. In meetings with facility personnel, all discussions that involve scope, a significant design element, or project cost must be documented by the Design Consultant in the meeting minutes.
 3. The Consultant's fee for attendance at and preparation of minutes for all meetings specifically identified in Part 5.04, "Basic Services & Deliverables," will be considered included in the overall fee identified in each Project Agreement.
 4. Owner's Project Manager will coordinate all meetings between Consultant, Owner's user groups, and the public.
- L. Consultant's Staff and Sub-consultants
1. Consultant's staff and Sub-consultants are identified in Exhibit B, "Consultant's Staff and Sub-consultants" and are subject to the requirements set forth therein.
 2. Changes to Consultant's staff and Sub-consultants are subject to approval as an amendment to the PSA by the OAR.
- M. Energy Efficiency
1. Consultant must utilize state-of-the-art energy saving technology in the design of the Project in order to minimize overall energy consumption of the completed Project.
 2. Consultant must identify alternate features that can be incorporated into the Project's design that will attempt to increase the buildings energy efficiency at least fifteen percent more (15%) than required by Title 24.

5.04 Basic Services & Deliverables

- A. Unless the requirements for the Services and Deliverables described herein are specifically modified in writing in a particular PA, when a particular phase of Services is authorized in an individual Project Agreement, Consultant must provide its Services and Deliverables for that phase as required herein.
- B. Architectural Programming Phase
1. Examine Owner-provided information and the proposed Project site in terms of:
 - a. Project requirements;
 - b. Functions and priorities;
 - c. Site and existing facility conditions;
 - d. Opportunities and constraints;
 - e. Space requirements and constraints;
 - f. Utilities services and constraints;
 - g. Zoning and other applicable regulations;
 - h. Expandability;
 - i. Access;
 - j. Parking;
 - k. Massing;
 - l. Construction feasibility and phasing;
 - m. Owner's Space Planning Standards;

- n. Owner's Architectural and MEP Design Guidelines and Standards;
 - o. Existing As-built Information; and
 - p. Other factors Consultant or Owner consider relevant to the Project.
2. Provide comprehensive Architectural Programming Services including but not limited to the following:
 - a. Fully develop all necessary programmatic information. For existing building retrofit/renovation projects, Consultant must become familiar with the existing facility and governing documents in order to facilitate preparation of accurate and complete design/construction documents for building fit-out and retrofit;
 - b. Solidify Project design objectives and criteria and prepare the Owner's Project Requirement (OPR) document. The OPR details the functional requirements of a project and the expectations of how it will be used and operated. These include:
 - (1) Project Goals;
 - (2) Measureable performance criteria;
 - (3) Cost considerations;
 - (4) Benchmarks and success criteria.

The OPR should follow the guidelines of ASHRAE Guideline 0-2005
 - c. Confirm staffing plans, numbers and positions of personnel;
 - d. Confirm space requirements and relationships;
 - e. Compare requested space to similar projects and space standards;
 - f. Diagram space relationships by using massing diagrams, flow diagrams, stacking diagrams, bubble diagrams and other graphical methods; and
 - g. 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 and submit a draft Architectural Program for Owner's review, comment, and acceptance.
 4. Based on Owner's comments to the Draft Architectural Program, prepare and submit a final Architectural Program including the following additional items:
 - a. A proposed Project Schedule;
 - b. Conceptual Project Budget in format specified by Owner;
 - (1) Develop Budget by applying unit costs and other standard cost data to space and facilities requirements;
 - (2) Include all foreseeable Project costs including design, construction, utilities connections, off-site improvements, permits, fees, furniture, and moveable and installed equipment; and
 - (3) Incorporate Owner's estimates for costs of land, rights-of-way, special studies and other costs that are Owner's responsibility pursuant to Part 3, "Owner's Responsibilities."

C. Schematic Design Phase

1. Based on the Owner-accepted final Architectural Program, prepare Schematic Design documents, and provide specific deliverables, as described below:
 - a. Perform a review of alternative approaches to design and construction of the Project, and provide a narrative report of such a review. Assess such "alternate approaches" such as project phasing; an assessment of achieving a LEED rating; use of renewable energy sources; use of "modular construction" such as tilt-up walls, pre-fabricated "units" etc.;

- b. Perform an investigation of the project site to evaluate design and construction "factors" such as:
 - (1) Load capacity of existing utility systems and the effects of new construction/building renovation on the capacity of these systems;
 - (2) Presence of underground utilities that might interfere with construction efforts;
 - (3) Presence of sub-surface obstructions and/or above-ceiling or behind wall obstructions (in existing buildings) that would interfere with the construction/renovation; and
 - (4) Performing a condition assessment of utility systems to include video evaluation of piping, assessing future maintainability of systems in order to evaluate repair/replacement/leave-in-place options. etc.
- c. 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 must 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;
- d. A narrative report by each discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed structural systems, electronics and security systems, Fire Protection systems, types of equipment (preliminary equipment list of fixed and moveable equipment), materials, finishes, site development and landscaping.
- e. For the Mechanical and Electrical systems, prepare a separate "Design Intent" document. For these systems, describe factors that will influence the design and selection of HVAC, plumbing and electrical systems. These "factors" include occupancy requirements; Indoor Environmental Quality (IEQ) including space temperatures, relative humidity, indoor air quality, noise levels, illumination levels; "Green Building" requirements including LEED, etc. The rationale must include initial cost, life-cycle cost, and life expectancy considerations. The Design Intent document referred to in this paragraph is essentially the OPR for mechanical and electrical systems.
- f. Perspective drawings, if needed to convey the designer's intent;
- g. An updated Project Schedule for design and construction of the Project, including the Consultant's Schedule detailing the progression and submittal of Drawings and Project Manual in the subsequent Phases. The portion of the Project Schedule for the Construction Phase may be shown as a single activity depicting the estimated start and completion dates for each construction phase Milestone and/or bid package;
- h. 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;
- i. A chart comparing the changes in cost elements and the size of each space from the Owner-accepted Architectural Program to the Final Schematic Design submittal;
- j. A Preliminary Energy Consumption Report including estimates of annual utilities consumption by month for the Project. The report must include energy calculations for each significant component of the Project and must include a narrative on why the particular components are being recommended and what alternatives were considered. Maintenance requirements for energy savings components must also be addressed in the report;
- k. An Energy Savings Features Matrix identifying features that could be incorporated into the building's design and construction to increase the building's

energy efficiency at least fifteen percent (15%) more than the minimum required by Title 24 energy efficiency requirements. The Matrix must identify the initial costs of these features in excess of the costs required to meet the minimum Title 24 energy efficiency requirements. The Matrix must also indicate the payback period in terms of energy/lifecycle savings of these special features and an overall lifecycle cost comparison. The Energy Savings Feature Matrix must be presented in a format acceptable to the Owner; and

- I. A Preliminary Statement of Probable Construction Cost.
2. At 100% completion of the Schematic Design Phase, Consultant must furnish to Owner for purposes of checking and acceptance of Schematic Design Phase Documents:
 - a. One reproducible copy of all Schematic Design Phase Documents;
 - b. One copy of the updated Project Schedule;
 - c. Computer disks containing electronic copies of the Schematic Design Phase submittals;
 - d. A declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Sub-consultants was coordinated, the submittal is complete, and that all Owner review comments from the final Architectural Program submission have been incorporated and coordinated. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner must also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement;
 - e. Preliminary Energy Consumption Report;
 - f. Energy Savings Features Matrix; and
 - g. A Preliminary Statement of Probable Construction Cost.

D. Design Development Phase

1. Based on the Owner-accepted Schematic Design Phase Documents, prepare Design Development Phase Documents as described below:
 - a. Drawings, three-dimensional studies and rendering, color boards, calculations, and outline Technical Specifications as required to fix and describe the architectural character and materials; the structural system and 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;
 - b. 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 Revised Statement of Probable Construction Cost;
 - c. Design features and limitations required by the approved Environmental Impact Report must be included in the design and Technical Specifications. Construction phase monitoring and reporting requirements required by the adopted Mitigation Monitoring Program must be included in the Project Manual; and
 - d. Design features, details and plans required to comply with ADA, NFPA and Local Fire Codes. Information shall include fire exiting plans, building occupancy analysis, and fire code analysis.

e. Prepare a "Basis of Design" narrative for the following systems:

- (1) HVAC;
- (2) Plumbing;

- (3) Electrical and lighting, including lighting controls;
 - (4) Conveyance systems such as elevators;
 - (5) Structural systems; and
 - (6) Emergency power systems including UPS and generators.
- f. The Basis of Design is the documentation of the primary thought processes, assumptions and calculations behind design decisions that were made to meet the Design Intent. The Basis of Design describes the systems, components, conditions and methods chosen to meet the Intent. As a minimum, the Basis of Design shall include the following information:
- (1) Describe systems, components and methods for achieving the Design Intent objectives. For example, for a rooftop air conditioning unit include: what system alternatives were considered and why was this system selected; details of size, efficiencies, areas served, capacity, control details, vibration criteria, etc. If the Engineer is designing around a specific system or manufacturer, the narrative must include specific details of the system, and an analysis of the availability of other suppliers and manufacturers to meet the requirements.
 - (2) A discussion of equipment maintainability;
 - (3) Energy performance;
 - (4) Ventilation strategies and methods;
 - (5) Primary load calculations including design and energy modeling assumptions including:
 - a) Occupant density and function;
 - b) Indoor Environmental Conditions;
 - c) Outdoor conditions;
 - d) Glazing fraction, U-values and shading coefficient; and
 - e) Wall and ceiling R-values.
 - (6) Preparation of a detailed Sequence of Operation for the HVAC system. All sequences shall be written in small statements, each with a number for reference. For a given system, numbers will not repeat for different sequence sections, unless the sections are numbered. Sequence of Operation to include:
 - a) An overview narrative of the system (1 or 2 paragraphs) generally describing its purpose, components and function;
 - b) All interactions and interlocks with other systems;
 - c) Detailed delineation of control between any packaged controls and the building automation system, listing what points the BAS monitors only and what BAS points are control points and are adjustable;
 - d) Written sequences of control for packaged controlled equipment;
 - e) Start-up sequences;
 - f) Warm-up mode sequences;
 - g) Normal operating mode sequences;
 - h) Shutdown sequences;
 - i) Unoccupied mode sequences;
 - j) Shutdown sequences;

- k) Capacity control sequences and equipment staging;
 - l) Effects of power or equipment failure with all standby component functions;
 - m) Detailed sequences for all control strategies, e.g. economizer control, optimum start/stop, staging, optimization, etc.
 - n) Sequences for all alarms;
 - o) Initial and recommended values for all adjustable settings, setpoints and parameters that are typically set or adjusted by operating staff; and any other control settings or fixed values, delays etc. that will be useful during testing and operating of the equipment.
 - (7) Preparation of a Fire and Emergency Response Matrix. This matrix shall list all equipment and components (air handlers, dampers, valves, etc.) with their status and action during a fire alarm and under emergency power.
2. The following descriptions are a guide to the minimum requirements for a Design Development Phase submittal. They must be augmented as necessary to show design intent and to prepare an accurate Revised Statement of Probable Construction Cost.
- a. Architectural Drawings
 - (1) Floor plans that clearly show:
 - p) Finish schedule;
 - q) Principal dimensions;
 - r) Wall types clearly identified;
 - s) Security zones and perimeters;
 - t) Room and door numbers, and a numbering plan for the entire facility;
 - u) Sections and details to enable a reasonable material takeoff; and
 - v) Contractor-furnished and Owner-furnished equipment lists incorporated in the layout
 - (2) Roof plans that clearly show:
 - a) Slopes;
 - b) Type of roofing;
 - c) Roof access and pathways;
 - d) Location of any mechanical equipment; and
 - e) Sufficient information to determine primary and secondary means of drainage.
 - (3) Reflected ceiling plans that clearly show:
 - a) Ceiling material;
 - b) Access hatches;
 - c) Room numbers;
 - d) Partitions coordinated with the floor plans; and
 - e) Mechanical & electrical features coordinated with mechanical & electrical system drawings.
 - (4) Elevations that clearly show:
 - a) Types of surface materials;
 - b) Dimensions from finish floor to tops of walls, eaves and rooflines; and

- c) All openings without dimensions but coordinated with door and window schedules.
- (5) Sections that clearly show:
 - a) Any security considerations;
 - b) Firewall conditions at tops of walls;
 - c) All essential building parts and materials;
 - d) All door, window, glazing and hardware schedules complete with sufficient detail to show the agreed-upon form and style; and
 - e) All items intended to be permanently affixed to the building.
- b. Structural Drawings
 - (1) Floor and foundations plans that clearly show:
 - a) Principal dimensions;
 - b) All columns, shear walls, shafts and stairs;
 - c) Coordination of structure with architectural floor plans;
 - d) Section cuts and details to identify the proposed type of foundations; and
 - e) Sufficient section and detail bubbles to show where sections and details can be found.
 - (2) Roof plans that clearly show:
 - a) Principal dimensions;
 - b) All major framing members;
 - c) Sufficient sections and details to show design intent;
 - d) Coordination with architectural, mechanical and electrical floor plans; and
 - e) Sufficient section and detail bubbles to show where sections and details can be found.
 - (3) Sections and details that clearly show:
 - a) Design intent;
 - b) All-important connections;
 - c) Coordination with other structural plans; and
 - d) Logical placement to allow easy location of sections and details.
- c. Mechanical and Plumbing Drawings
 - (1) Mechanical and Plumbing plans which clearly show:
 - a) Room numbers;
 - b) Locations of all major pieces of equipment;
 - c) Layout and sizing of all ductwork and piping;
 - d) Symbol list coordinated with symbols on plans;
 - e) All points-of-connection including invert elevations; and
 - f) Sufficient section and detail bubbles to show where sections and details can be found.
 - (2) Equipment and fixture schedules that clearly show:
 - a) All fixtures identified; and

- b) All mechanical equipment identified and sized.
- d. Electrical Drawings
 - (1) Lighting and power plans that clearly show:
 - a) Room numbers;
 - b) Single line diagrams of services and systems;
 - c) Symbol list coordinated with symbols on the plans;
 - d) Lighting plans coordinated with reflected ceiling plans;
 - e) Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines;
 - f) Sufficient section and detail bubbles to show where sections and details can be found;
 - g) Equipment and fixture schedules including lighting; and
 - h) Intercom, public address (PA), closed circuit TV (CCTV), nurse call and similar electrical and electronic systems.
- e. Civil Drawings Site and grading plans that clearly show:
 - (1) Site cross sections;
 - (2) Site contours and drainage;
 - (3) Locations of all benchmarks;
 - (4) Precise locations of all major elements; and
 - (5) Roadways, driveways and parking areas.
 - (6) Site utility plans that clearly show:
 - a) All connections to off-site utilities;
 - b) All points-of-connection including invert elevations; and
 - c) All drainage systems and other utilities located and sized.
- f. Specialty Systems including, but not limited to: Security, Fire Protection, Building Automation Systems, Lighting Controls, and Information Technology Systems and Infrastructure
 - (1) Symbol list coordinated with symbols on plans;
 - (2) Single line diagrams of services and systems;
 - (3) Location and type of reporting/monitoring devices;
 - (4) Power sources;
 - (5) Code analysis for Fire Protection Systems; and
 - (6) Reporting and Monitoring Architecture for BAS, Security, Fire Protection and Lighting Controls.
- g. Landscaping Drawings
 - (1) Site plans that clearly show:
 - a) Plant selection and planting layout; and
 - b) Irrigation system with points-of-connection to site utilities.
- h. Other Items
 - (1) Outline Project Manual including Introductory Information, Bidding Requirements, Contracting Requirements, and General Requirements;

- (2) Outline Technical Specifications describing the size, character and quality of the entire Project, including locations of materials; types of structural, mechanical, electrical and security systems;
 - (3) Engineering Calculations clearly presented for all disciplines, including realistic loads, and sufficiently complete for preparation of Construction Documents to proceed;
 - (4) Room Data Sheets itemizing all requirements for each space including: staff positions, furnishings, equipment including equipment lists by room for fixed and moveable equipment, security provisions, power, telephone and data requirements, etc;
 - (5) A chart comparing the changes in cost elements and the size of each space between the final Architectural Program, the Schematic Design Phase, and the Design Development Phase;
 - (6) Updated Energy Consumption Report;
 - (7) Updated Energy Savings Features Matrix; and
 - (8) List of all existing permit-required confined spaces.
3. At 100% completion of the Design Development Phase, Consultant must furnish to Owner for purposes of checking and acceptance of Design Development Phase Documents:
- a. One reproducible copy of all Design Development Phase Documents identified above;
 - b. One copy of the updated Project Schedule;
 - c. Computer disks containing electronic copies of the Design Development Phase Documents;
 - d. A declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Sub-consultants was coordinated; quality control checks have been performed per 5.03 Design Quality Control and Coordination Checks; the submittal is complete; and that all Owner's review comments from the final Schematic Design Phase submittal have been incorporated and coordinated. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner must also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement; and
 - e. A Revised Statement of Probable Construction Cost. The construction cost estimate must include all fixed equipment. A separate estimate must be prepared and submitted for all movable equipment.

E. Construction Documents Phase

1. Based on the Owner-accepted Design Development Phase Documents, Consultant must prepare final Construction Drawings and Project Manual ready for Bidding and construction purposes including but not limited to:
 - a. Project Manual
 - (1) Consultant must complete, coordinate, and assemble the Project Manual including the Introductory Information, Bidding Requirements, Contracting Requirements, General Requirements, and Technical Specifications;
 - (2) Consultant must review Submittal Review times as referenced in the Project Manual Sections 01330 and 00700 3.26 D and ensure Consultant can perform reviews pursuant to 5.04 G. 7. b. of this PSA. If Consultant identifies that the necessary review time for a specific technical Section exceeds the

allowance of Sections 01330 and 00700.3.26. D. Consultant must identify the appropriate review time in the **individual technical Sections of the specifications**. Otherwise, Consultant is responsible for the submittal review time established in 5.042.G.7.b.

- (3) Consultant shall assist the County in preparing and include in the Project Manual:
 - a. Project Manual Section 01450.1.08. "QC Specialist Table."
 - b. Project Manual Table 01450-01, " QC Documentation."
 - (4) Consultant shall assist the County in preparing the list of systems to be Commissioned, pursuant to Section 01810.
 - (5) Consultant shall assist the County in preparing the list of systems and components requiring Operation and Maintenance manuals, pursuant to Section 01782.
 - (6) Consultant must prepare and include in the Project Manual sketches SK-01510-01 and SK-01510-02 for County Representatives' Temporary Offices. Sketches must be in CAD format;
 - (7) Consultant must prepare and include in the Project Manual, a list of all existing permit-required confined spaces. (See FAF Master Project Manual, Document 00700.10.2.A.1 and Document 01500.4);
 - (8) Sole source items:
 - a) Pursuant to Public Contract Code §3400, Consultant must verify that:
 1. Technical Specifications do not limit bidding, directly or indirectly, to any one specific concern;
 2. For performance-type specifications there are at least two suppliers that can meet Consultant's performance specification, unless criteria for a sole source supplier per Public Contract Code section 3400 is met; and
 3. Bid Documents do not call for a designated material, product, thing, or service by specific brand or trade name unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. If aware of an equal product manufactured in this state, name that product in the specification.
 - b) Consultant must verify, and provide all necessary information and supporting documentation, that each sole source product required by the Technical Specifications is specifically approved in writing by the Owner and itemized and listed in Master Project Manual Document 00100, "Notice To Bidders."
 - c) If the Owner approves the use of a sole source product, Consultant must add the words, "no exceptions" to the sole source item where it is identified in the Project Manual.
 - (9) Consultant must verify that all page numbers, Part and Section references, and Drawing List references contained within the Project Manual are correct.
- b. Drawings
- (1) Consultant must complete, coordinate, and assemble the Drawings;
 - (2) Consultant must verify that all Drawing numbers, detail numbers, and Project Manual references indicated on the Drawings are correct;
 - (3) Consultant must verify that all General Notes included on the Drawings do not

conflict with the provisions and requirements of the Project Manual; and

- (4) Consultant must verify that all sole source Products identified on the Drawings are also identified in the Technical Specifications and in Document 00100, "Notice To Bidders."
2. All Construction Documents must be verified by Consultant as required by Part 5.03 Design Quality Control and Coordination Checks.
3. All Construction Documents Phase submittals must be stamped and signed by the Design Professional(s) of Record as appropriate for the submittal.
4. Consultant shall identify all necessary approvals and permits required, such as the Office of Statewide Health Planning & Development (OSHPD), State and County Fire Marshals, State Department of Corrections, State Fish & Game, etc.
5. Other required Construction Document Phase Deliverables:
 - a. An Operating Manual describing the operation of all systems and equipment designed into the Project;
 - b. An Updated Energy Consumption Report including estimates of annual utilities consumption by month for the Project. The report must include energy calculations for each significant component of the Project and must include a narrative on why the particular components were selected and what alternatives were considered. Maintenance requirements for energy savings components must also be addressed in the report;
 - c. Final Room Data Sheets itemizing requirements for each space;
 - d. An updated Project Schedule;
 - e. A Final Statement of Probable Construction Cost;
 - f. Simplified Floor Plans of all floors, in Owner-approved format;
 - g. A preliminary report indicating how each project-specific CEQA Mitigation Measure was incorporated into the Construction Documents and a table referencing the applicable Drawing number and/or Project Manual section satisfying the requirement; and
 - h. Moveable (group 2) equipment list.
6. Consultant must furnish to Owner for purposes of checking and acceptance, one reproducible copy of Construction Documents Phase submittals at 75% completion including:
 - a. Project Manual and Drawings;
 - b. Coordination Check Sheets;
 - c. Operating Manual;
 - d. Updated Energy Consumption Report;
 - e. Updated Room Data Sheets;
 - f. Moveable (group 2) equipment list;
 - g. Updated Project Schedule;
 - h. Updated Final Statement of Probable Construction Cost;
 - i. Preliminary CEQA Mitigation Measure report and table;
 - j. A declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated per 5.03 Design Quality Control and Coordination Checks; the submittal is complete; and that all review comments from the 100% Design Development Phase submittal have been incorporated and coordinated. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner must also

contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement; and

k. Updated Engineering Calculations

7. Consultant must furnish to Owner for purposes of checking and acceptance, one reproducible copy of all Construction Documents Phase submittals at 100% completion including:

- a. Project Manual and Drawings stamped and signed and ready for Bidding;
- b. Coordination Check Sheets;
- c. One copy of the updated Project Schedule;
- d. Computer disks containing electronic copies of all Construction Documents Phase Deliverables;
- e. A declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated per 5.03 Design Quality Control and Coordination Checks; the submittal is complete; and that all review comments from the 75% Construction Phase Documents submittal have been incorporated and coordinated. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner must also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement;
- f. Final Statement of Probable Construction Cost;
- g. Final Operating Manual;
- h. Final Energy Consumption Report including final estimates of annual utilities consumption by month for the Project. The final report must include energy calculations for each significant component of the Project and must include a narrative on why the particular components were incorporated in the Project and what alternatives were considered. Maintenance requirements for energy savings components must also be addressed in the report;
- i. Final Room Data Sheets;
- j. Updated Project Schedule;
- k. Final CEQA Mitigation Measure report and table; and
- l. A summary list by Project Manual Section of all required tests and inspections.

8. Consultant must furnish to Owner for purposes of final verification and acceptance, one reproducible back-check copy of all Construction Documents Phase submittals. The 100% CD back-check set must include all the comments generated during the review of the 100% CD submittal and the comments and corrections required by Permitting Authorities.

9. Consultant must obtain and provide documented approval of the Construction Documents from all jurisdictional agencies.

F. Bidding Phase

1. Based on the Owner acceptance of the 100% CD back-check documents, Consultant must furnish to Owner for purposes of reproduction and distribution to the prospective Bidders, two complete and reproducible copies of the Bid Documents ready for Bidding. Each drawing shall be stamped: Issued for Bidding. (One for Fire Marshal, one for Clerk of the Board).
2. Consultant must assist Owner in obtaining Bids.

3. Consultant must strictly adhere to Owner's processes and procedures related to competitive Bidding of public work.
 4. Consultant must answer Bidders' questions relating to the Contract Documents, develop corrections or clarifications as required, and prepare all Addenda for issuance by Owner. Addenda must be signed by the appropriate design professional and indicate its Registration or License Number. Preparation of Addenda is part of the Design Consultant's Basic Services and must be prepared by the Consultant at no additional cost to the County.
 5. Consultant must attend, participate in, and prepare minutes for all pre-bid conferences.
 6. Consultant must advise and assist Owner regarding acceptance or rejection of Bids.
 7. Owner will administer the Bidding process.
 8. Contractor Prequalification:
 - a. If prequalification of construction contractors is required by the County, Consultant must recommend prequalification criteria and assist County in preparation of the prequalification documents; and
 - b. If requested by the County, Consultant must participate with the County in evaluation of prequalification submittals.
- G. Construction Phase
1. The Construction Phase will commence on the Award Date of the Construction Contract and, together with Consultant's obligation to provide Basic Services, will terminate as provided in Part 12, "Term And Termination."
 2. Project Meetings
 - a. Consultant must attend the following Construction Phase meetings:
 - (1) Construction Phase in-house kick-off meeting
 - (2) Preconstruction Conference
 - (3) Coordination and Mutual Understanding Meeting
 - (4) All Construction Phase Progress Meetings (prepare Minutes)
 - (5) Demonstration and Training Pre-instruction Conference
 - (6) Commissioning Scoping Meeting
 - (7) Closeout Conference
 3. Site Visits
 - a. Consultant's Project Manager :
 - (1) Consultant's Project Manager will visit the Project site at a minimum frequency established in Project Agreements during the Construction Phase to observe the Work.
 - (2) Consultant's Project Manager must assist Owner in evaluating the Contractors' progress against Contractor's Progress Schedule.
 - (3) Consultant's Project Manager must attend the Progress Meeting at a frequency established in Project Agreements, observe the current status of the Work, and prepare and furnish a detailed written report of conditions observed, problems discussed and decisions made. Original and copies of the site visit reports must be sent to the Owner's Project Manager within five (5) calendar days of each site visit.
 - b. Consultant's Project Manager, before leaving the Project site, must inform Owner when Consultant observes Work that does not conform to the requirements of the Contract Documents. When Consultant's observations so indicate, Consultant must recommend special inspection or testing of the Work, whether

or not such Work be then fabricated, installed or completed.

c. Consultant's "in-house" specialists or Subconsultants

- (1) The minimum number of site visits by Consultant's "in-house" specialists or Subconsultants included in the Consultant's Basic Services will be established in Project Agreements.
- (2) The presence of Consultant's "in-house" specialists or Subconsultants at the site for participation in walk-through inspections associated with the development of Deficiency Lists for acceptance of all or at designated portions of the Work is part of the Consultant's Basic Services and is not to be charged against the designated number of site visits stated above.
- (3) Additional site visits necessitated by Consultant error, omission, unauthorized changes or negligence, must be accomplished without additional cost to Owner.
- (4) Additional site visits of Consultant's "in-house" specialists or Subconsultants necessitated by significant failure on the part of the Contractor to perform in accordance with the requirements of the Contract Documents will be considered as additional Supplemental Services.
- (5) Attendance at a progress meeting by a Consultant's "in-house" specialists or Subconsultant does not constitute a site visit. To be considered a site visit, the Consultant's "in-house" specialists or Subconsultant must perform close-up observation of the current Work being constructed, review the Contractor's As-Built Documents, and prepare and submit a site visit report to the Owner.

4. Communications

- a. All written communications with the Contractor must be through Owner's Project Manager unless otherwise approved in writing by the Owner's Project Manager.

5. Interpretation of the Contract Documents

- a. Consultant must provide all design-related technical interpretation of the Contract Documents during construction necessary for the proper execution and progress of the Work;
- b. Interpretations and decisions of Consultant must be consistent with the intent of and reasonably inferable from the Contract Documents and must be in written and/or graphic form.
- c. For Requests For Information ("RFI's"):
 - (1) Consultant must render written decisions within **five (5) Work Days** unless otherwise agreed between Consultant and Owner's Project Manager;
 - (2) The receipt date, topic, response date, and current status of all RFI's must be logged and tracked by the Consultant in an electronic database;
 - (3) Responses to RFI's must be in the form of drawings, sketches, technical information and/or any other documentation, in sufficient detail for the Contractor to proceed unimpeded with the Work without requesting further clarification;
 - (4) Consultant shall bear the cost of responding to RFI's as previously described in the sub-paragraph; however, if, as a result of the RFI, the Owner directs a change to the Project scope, the implementation of which requires preparation of design documents by the Consultant, the Owner may negotiate a corresponding fee increase to the Consultant's Project Agreement pursuant to Part 6.03, "Supplementary Services & Deliverables;"
 - (5) In preparing its response to any RFI, Consultant will evaluate whether the response will result in a change to the requirements of the Contract Documents.

If the Consultant's response to a RFI will change the requirements of the Contract Documents, Consultant must:

- a) State in writing in Consultant's response to the RFI that the response to the RFI is a change to the requirements of the Contract Documents; and.
 - b) Promptly notify the Owner that the Consultant's response to the RFI is a change to the requirements of the Contract Documents.
- (6) Consultant will be required to prepare a cost estimate for each change to the Contract Documents resulting from Consultant's response to a RFI, except for circumstances described in c. (4) above; and
- (7) Upon Owner's request, Consultant may be required to assist the Owner in negotiating any adjustment in the Contract Time or Contract Sum with the Contractor resulting from contract modifications based on Consultant's response to a RFI, except for circumstances described in c. (4) above.
- d. For Claims, Disputes and other matters in question between Owner and Contractor, Consultant must render written opinion/recommendation within **fourteen (14) Days**.
 - e. Consultant must notify Owner immediately if more time is required, for reasonable cause, to respond to RFI's, Claims, or other matters. The Owner's Project Manager must, in writing, approve any extension to the maximum response times stated in this Part of the PSA.
 - f. Consultant's recommendations on disputes, Claims, or other matters, including those in question between Owner and Contractor, are subject to the provisions of the Contract Documents.

6. Testing and Inspection Reports

- a. Consultant must review all testing and inspection reports submitted by Contractor and/or testing laboratory and any reports furnished by others who may be retained or employed by Owner to review the Work.
- b. Consultant must recommend to Owner the issuance of any directives that, based on Design Professionals' evaluation of the report data, are deemed necessary to obtain compliance with the requirements of the Contract Documents.

7. Submittals

- a. Consultant must review or take other appropriate action on receipt of Contractor Submittals including but not limited to:
 - (1) Shop Drawings;
 - (2) Coordination Drawings;
 - (3) Product Data;
 - (4) Samples;
 - (5) Substitution Requests;
 - (6) Construction Cost Reduction Proposals;
 - (7) Submittal Log;
 - (8) Testing Log;
 - (9) Operation and Maintenance Manuals;
 - (10) Warranty/Guarantees; and
 - (11) Supplier and/or vendor correspondence and related data pertaining to the equipment and systems installed in the Project.
- b. Consultant must review and return all Contractor submittals as promptly as possible, but in no case shall Contractor submittals be returned later than

fourteen (14) Days from receipt of Contractor's submittals by Consultant.

- c. Consultant must review and return unacceptable or incomplete Contractor's submittals within **nine (9) Days** from receipt of Contractor's submittals by Consultant.
- d. Consultant must notify Owner immediately of any potential delays in meeting the response times stated in this Part of the PSA.
- e. Consultant must immediately notify Owner of any submittal review comment that could result in a Change Order.
- f. Except for Contractor Product Substitution requests submitted up to **thirty-five (35) Days** after the Notice to Proceed is issued to the Contractor, Consultant has no obligation to review Contractor's Submittals not required by the Contract Documents.
- g. If the Consultant makes notes on the Contractor's Submittal that constitute a change to the requirements of the Contract Documents, Consultant must state in Consultant's Submittal response that a Change Order request will be issued and immediately notify Owner in writing of the need to issue a Change Order request.
- h. The receipt date, submittal identification number, response date, and review stamp action must be logged and tracked by the Consultant in an electronic database maintained by the Consultant.
- i. Each submittal must be stamped with an action stamp. The Design Consultant's action stamp must have verbiage that is identical to the review stamp verbiage stated in the FAF Master Project Manual Section 01330.1.11.B. The Action Stamp review verbiage is:
 - (1) "No Exceptions Taken"
 - (2) "Make Corrections Noted"
 - (3) "Revise and Resubmit"
 - (4) "Rejected"
 - (5) "Submit Additional Information"
 - (6) "Returned Without Action"

8. Change Orders and Field Modifications

- a. Consultant must prepare supporting data, Drawings, Technical Specifications and other documentation, and provide other Services as needed to assist Owner in evaluating Contractor's proposals for Change Orders and Field Modifications,
- b. For Change Orders resulting from Owner requests or unknown site conditions, pursuant to Part 5.05, "Supplementary Services & Deliverables" the Owner may negotiate a corresponding fee increase to the Consultant's Project Agreement for Consultant preparation of supporting data, Drawings, Technical Specifications and other documentation, and provision other Services as needed to assist Owner in evaluating Contractor's proposals for Change Orders and Field Modifications;
- c. Consultant must prepare Change Orders and Field Modifications for Owner's approval and execution in accordance with Owner's procedures.
- d. If in Owner's opinion, a Change Order is required as the result of a probable error or omission on the part of the Consultant, Consultant must prepare and submit to Owner, along with the Change Order documentation, a cost estimate for the value of the Change Order Work. If it is subsequently determined by the Owner that the Change Order was not due to an error or omission on the part of the Consultant, Consultant will be compensated for preparation of the Change Order estimate pursuant to Part 5.05, "Supplementary Services & Deliverables."

9. Owner Move-in/Training Orientation

- a. Consultant must provide Owner with an orientation session to facilitate moving into the Project. The session must 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. The orientation session must be coordinated with the training, if any, provided by the Contractor.

10. Milestone Acceptance and Project Closeout

- a. Consultant must attend the closeout conference, participate in the development of Milestone and Project acceptance Deficiency Lists, and attend preliminary and final walk-through inspections to assist Owner in determining the final completion of the Construction Work and/or designated portions of the Work. Consultant and Subconsultants' presence at the site for participation in the development of Deficiency Lists and walk-through inspections is part of the Consultant's Basic Services and is not to be counted against the number of site visits stated in Part 5.04.G.3, "Site Visits."

11. Record Documents

- a. Based on Consultant's site visit reviews of Contractor's As-built documents during construction, Consultant will recommend Owner's acceptance of Contractor's As-built documents prior to Consultant's preparation of the final Record Documents.
- b. Upon Owner's receipt and acceptance of Contractor's As-built documents, Consultant must prepare a reproducible set of Record Documents for the Project including the Drawings and Project Manual.
- c. Consultant's fee for preparation of Record Documents must be shown as a discrete pay item in the Project Agreement for Consultant's Construction Phase Services.
- d. Consultant prepared Record Project Manual must incorporate all changes to the Project Manual issued during construction and indicate each product incorporated into the Work.
- e. Record Documents (Drawings and Project Manual) must also be submitted in electronic format.

H. Warranty Phase

1. Acceptance by the Owner of the Consultant-prepared Record Documents constitutes completion of the Consultant's Basic Services for compensation purposes; however, the Consultant is required to arrange for and conduct an inspection of the Project one month prior to expiration of the Contractor's one-year Warranty/Guarantee period without additional compensation.
2. Consultant must, when requested, render advice to assist Owner in obtaining necessary compliance by the Contractor with the terms of said Contractor Warranty/Guarantees.
3. Other than the inspection of the Project one month prior to expiration of the Contractor's one-year Warranty/Guarantee period, should Owner request Warranty Phase Services after Consultant's completion of their Basic Services, and Services are required through no fault of Consultant, Consultant will be compensated pursuant to Part 5.05, "Supplementary Services & Deliverables."

5.05 Supplementary Services & Deliverables

- A. County may establish a Supplemental Services Allowance ("SSA") in a Project Agreement for the performance of services not included within the PA's Scope of Services and Deliverables. Consultant will only commence work pursuant to the SSA following prior, written authorization of County's Project Manager and the Owner's Authorized Representative.

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. Each Project Agreement will specify the Owner Approved Construction Cost for the Project or Project part covered by that Project Agreement. The Owner Approved Construction Cost shall not be revised without Owner's prior written approval.

7.02 Formatting and Comparing Estimates

- A. All required Statements of Probable Construction Cost by Consultant must be prepared per Owner's direction, in a format or formats approved by Owner's Project Manager. The identical format(s) must be used consistently throughout the Project in order to facilitate tracking the costs of various Project components. In addition, Consultant must provide a cost estimate summary sheet in CSI format for all Construction Document Phase submissions of Statements of Probable Construction Cost.
- B. The County may have an independent cost estimate prepared by an independent estimator designated by County and at County's expense. If the County chooses to have an independent estimate prepared, the Design Professional is required to answer the independent estimator's questions regarding the design. If attendance at meetings with the independent estimator to reconcile Design Professional's estimate are necessary, Consultant will be compensated according to their hourly rate schedule. In the event that the independent estimate and Design Professional's estimate cannot be reconciled, Design Professional's estimate will prevail as the Estimated Project Construction Cost.
- C. The Design Consultant must include an estimate summary of all buildings when there is more than one building. The summary includes all building cost to five feet outside the building. Site work estimates must be to within five feet outside the building and represented on a separate summary page. The summary must list the building or site work, its size, cost per square foot and total cost.
- D. If the Project involves multiple bid packages the Design Consultant must prepare separate estimates for each bid package.

7.03 Consultant's Responsibility for Managing Design To Stay Within The OACC

- A. Owner asserts that the total Construction Cost of each Project must not exceed the Owner Approved Construction Cost set forth in the applicable Project Agreement.
- B. Consultant is fully responsible for managing design to stay within the Owner Approved Construction Cost.
- C. Consultant must reconcile each Statements of Probable Construction Cost to previous Statement of Probable Construction Cost. If any deviation occurs between estimates that affect the construction costs by more than 5% for any component (a component is defined as a building or the site development portion of the project budget), a reconciliation of where the difference occurred must be submitted with the estimate. A written description of why the change took place is required.
- D. Evaluations of the Owner's Project Budget and Statements of Probable Construction Cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry.

- E. Consultant must identify and provide for reasonable additive and/or deductive Bid Items as mutually determined by Owner and Consultant to ensure reconciliation between Statements of Probable Construction Cost and the OACC.

7.04 Review of Project to Reduce Potential Cost

- A. If the Preliminary, Revised, Updated Revised, Preliminary Final, or Final Statement of Probable Construction Cost exceeds the then-current OACC, Consultant must immediately notify Owner in writing with recommended actions to bring the Probable Construction Cost to within the OACC. Thereafter, Owner and Consultant will discuss the revisions or steps necessary to bring the current Statement of Probable Construction Cost to within the OACC. Consultant must thereafter adjust its Instruments of Service as directed by Owner, at no additional cost to Owner, to keep the Probable Construction Cost within the OACC.

7.05 Consultant's Obligation to Modify Bid Documents

- A. If, upon bidding the Project for construction, the lowest responsive Bid submitted by a responsible Bidder exceeds the OACC, Owner may elect to:
 - 1. Re-Bid the Project; or
 - 2. Increase the OACC; or
 - 3. Terminate the Project or a part thereof; or
 - 4. Revise the Project to reduce the construction cost.
- B. If the lowest responsive Bid submitted by a responsible Bidder exceeds the OACC by more than ten percent (10%) including all Additive Bid Items as provided in Part 7.03, "Consultant's Responsibility for Managing Design To Stay Within The OACC" Consultant must, upon Owner's request and without additional cost to Owner, modify the Bid Documents as necessary to reduce the probable Construction Cost to less than the OACC. Revising such documents is the limit of Consultant's responsibility pertaining to construction cost.
- C. Consultant may, with Owner's agreement, include contingencies in the Statements of Probable Construction Cost for design, bidding, and price escalation.

7.06 Addendum Estimates

- A. The Consultant must prepare and submit Addendum Estimates for all Addenda changes that may result in added construction costs in excess of \$5,000 after release of Bid Documents but prior to Bid opening.
- B. The Addendum Estimate must include only the items of work involved in each Addendum.
- C. Separate costs for deductive and additive changes within the appropriate CSI Divisions must be shown. Deductive costs must be identified by enclosing them in parentheses.
- D. All estimates must be submitted to the Owner's Project Manager for acceptance prior to Bid opening.

PART 8 - INDEMNIFICATION & INSURANCE

8.01 Exhibit F Requirements

- A. 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 said 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

10.01 Responsibility for Hazardous Materials

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have 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.

10.02 Hold Harmless Clause

- A. To the fullest extent permitted by law, Owner agrees to bring no claim against Consultant and its Sub-consultants and to defend, indemnify, and hold harmless Consultant and its Sub-consultants from third party claims relating to the investigation, detection, abatement, replacement, or removal of asbestos or other hazardous material, or relating to sudden or gradual escape or release of hazardous contaminants of any kind into or on the land, the atmosphere, or any water course or body of water, excepting only such claims which arise out of the sole negligence or willful misconduct of Consultant or its Sub-consultants.

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
 - a. Each Project Agreement will specify a Maximum Compensation Limit (MCL) by Owner to Consultant for that Project Agreement. The MCL includes all authorized Services and authorized Reimbursable expenses. 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 provision of all Services and Deliverables to fully perform a Project Agreement, compensation for which will not exceed 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. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in Exhibit A will be negotiated by the parties using as a benchmark the prevailing increase for similar Consulting Services in the Bay area and are subject to approval as an amendment to the PSA by the OAR.
 - c. Non-Fixed fee Services provided by Sub-consultants are subject to approval by the OAR and documented in a Project Agreement. Administrative mark-up by Consultant on Sub Consultant invoices is not permitted.
 - d. Where the class of persons authorized to provide specific Services is not designated in a Project Agreement, Services must be provided by a qualified person who is in a class that has the lowest rate of payment among those classes that contain persons who are qualified to provide the Services.
 - 3. Consultant's Milestone Schedule
 - a. Each Project Agreement must contain a Consultant's Milestone Schedule prepared in accordance with Part 6, "Consultant's Schedule."

4. Changes

- a. If, during the term of a Project Agreement, circumstances constituting a material change in scope as described in Part 4.03, "Changes In Scope", arise, Consultant will be entitled to compensation therefore, within the Total Payment Limit for that Project Agreement. If such changes mean that the scope of the Project Agreement cannot be completed as originally envisioned, then Consultant must immediately inform the OAR and assist OAR in allocating the remaining compensation among the unfinished Services in order to accomplish as much of the original intent as possible within the Total Compensation Limit of the Project Agreement.

5. Prevailing Wages

- a. Consultant acknowledges that work performed on site to support the Services under this PSA are a public work within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. apply to such public work. Consultant has included (and will include) consideration for this obligation in calculating compensation under this PSA.

6. Errors and Omissions

- a. Consultant must correct errors and omissions in the Contract Documents attributable to Consultant without cost to Owner.
- b. Owner has the right to pursue claims for any errors and omissions caused by Consultant.

11.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense in a Project Agreement, Consultant agrees to comply with the Santa Clara County 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 in the County's Travel Policy Desk Reference Manual.
- 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:
 1. Extra-ordinary "office" expenditures specifically related to executing the scope of work in Project Agreements, including overnight mailing such as Federal Express, and additional copies of Deliverable Documents, over and above those required by the terms of the Project Agreement; and mileage reimbursement to attend meetings beyond those specified in the scope of Project Agreements. Any individual expense in excess of \$10.00 must be supported by a copy of the receipt.
 2. Other reimbursable expenses specifically identified in a Project Agreement.

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 on the forms shown in Exhibit E, "Sample Invoice," 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

- A. 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 excepted 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 violates 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.

2. 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.
 3. 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 a Project Agreement.

12.02 Consultant's Compensation Upon Termination

- A. In the event of Owner's termination 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

- A. 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 Agreement(s), whether complete or incomplete. Consultant may retain a copy for its records.

PART 13 - DISPUTE RESOLUTION

13.01 Consultant's Questions & Concerns

- A. Questions regarding the terms, conditions and Services of this PSA or any Project Agreement will be decided by the Director who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

13.02 Dispute Resolution During Construction

- A. Alternate Dispute Resolution (ADR)
1. Owner intends to use ADR techniques including Partnering and Mediation during Construction.
- B. Consultant and its Subconsultants are expected to participate in all ADR efforts.
- C. The cost of Partnering training facilities and facilitator will be borne by Owner.

13.03 Negotiations Before and During Mediation

- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

13.04 Mediation

- A. Voluntary Mediation
1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant agree to attempt to resolve the matter by Mediation.

2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution.
 3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.
- B. Initiation of Mediation
1. Any party to a dispute or claim may initiate Mediation by notifying the other party or parties in writing.
- C. Request for Mediation
1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
- D. Selection of Mediator
1. Upon receipt of a Request for Mediation, within fourteen (14) Days, the parties will confer to select an appropriate Mediator agreeable to all parties.
 2. If the parties cannot agree on a Mediator, they hereby agree to accept a Mediator appointed by a recognized association such as the American Arbitration Association.
- E. Qualifications of a Mediator:
1. Any Mediator selected must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
 2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
 3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties will confer and decide whether to select another Mediator.
- F. Vacancies
1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the parties agree otherwise.
- G. Representation
1. Any party may be represented by person(s) of their choice who must have full authority to negotiate.
 2. The names and addresses of such person(s) must be communicated in writing to all parties and to the Mediator.
- H. Time and Place of Mediation
1. The Mediator will set the time of each Mediation session.
 2. The Mediation will be held at a convenient location agreeable to the Mediator and the parties, as determined by the Mediator.
 3. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.
- I. Identification of Matters in Dispute
1. Unless a longer period of time is required by the Mediator, at least ten (10) Days before the first scheduled Mediation session, each party must provide the Mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the Mediator, or otherwise agreed by the parties, the parties may mutually exchange such memoranda.
 2. At the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may

require each party to supplement such information.

J. Authority of Mediator

1. The Mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute.
2. The Mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement.
3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the Mediator or the parties, as determined by the Mediator
4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further efforts at Mediation would not contribute to a resolution of the dispute between the parties.

K. Privacy

1. Mediation sessions are private.
2. The parties and their representatives may attend Mediation sessions.
3. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The parties must maintain the confidentiality of the Mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
 - a. Views expressed or suggestions made by the other party with respect to a possible settlement of the dispute;
 - b. Statements made by the other party in the course of the Mediation proceedings;
 - c. Proposals made or views expressed by the Mediator;
 - d. Whether the other party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

1. There shall be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation shall be terminated:
 - a. By the execution of a Settlement Agreement by the parties;
 - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
 - c. By a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

O. Exclusion of Liability

1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.
- P. Interpretation and Application of These Mediation Provisions
 1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- Q. Expenses
 1. The expenses of witnesses for each party must be paid by the party producing the witnesses.
 2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, or the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned as the Mediator finds appropriate or as otherwise agreed to by the parties.

13.05 Compensation for Participation in Mediation

- A. Participation in any Mediation involving Claims by the Construction Contractor, not due to negligence or errors or omissions by Consultant, will be Supplementary Services compensated as provided in Part 5.05, "Supplementary Services & Deliverables", herein.
- B. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

PART 14 - MISCELLANEOUS PROVISIONS

14.01 Capitalization and Formatting

- A. Terms capitalized in this PSA and subsequent Project Agreement include those that are:
 1. Specifically defined; or
 2. Titles of Parts or paragraphs; or
 3. Titles of reports or Deliverables
 4. Titles of other documents.
- B. Unless otherwise indicated, **highlighted**, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

14.02 Force Majeure

- A. 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 other's employees, agents, or representatives.

14.03 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.

14.04 Exclusion of Contractor's Means & Methods

- A. Consultant has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedure required for the Contractor to perform its Work except as required by Labor Code §6705. Omitted services include but are not limited to:
 1. Shoring

2. Scaffolding
 3. Underpinning
 4. Temporary retention of excavations
 5. Temporary erection methods and temporary bracing.
- B. Pursuant to Labor Code §6705, no contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. Consultant is responsible for reviewing submissions provided by the Contractor pursuant to Labor Code §6705.

14.05 Timely Approvals

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA or any Project Agreement, such approval must not be unreasonably withheld or delayed.

14.06 Ownership & Use of Instruments of Service

- A. All Instruments of Service and other materials prepared by Consultant, in whatever media, are the property of Owner. Consultant must provide Owner with such Instruments of Service and 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 does not convey, assign or transfer the intellectual property rights it has so as to limit its ability or right to develop, design or work on other projects of or for its other clients.
- B. In the event Owner desires to re-use the Instruments of Service, in total or in part, on this Project site or any other site, or to complete 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.
- C. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.
- D. Copies of data exchanged by, through, and between Owner and Consultant that may be relied upon are limited to the printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished, are only for the mutual convenience of the parties. Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either expressed or implied, as to the long-term performance of data thus transferred.

14.07 Reliance

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's consultants.
- B. 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 OAR authorizes opening concealed conditions or destructive testing, Consultant will be responsible for accurately documenting the condition of those areas inspected.
- C. 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.

- D. When the Contract Documents require Contractor to provide professional certification of performance characteristics of materials, systems or equipment, Consultant will 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.

PART 15 - NOTICES

- A. 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 16 - 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.

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PART 17 - 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, "Consultant's Staff & Subconsultants"
 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 18 - 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

COUNTY OF SANTA CLARA:

LIZ KNISS
President,
Board of Supervisors

Signed and certified that a copy of this Document has been delivered by electronic Or other means to the President, Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

KATHERINE HARASZ
Deputy County Counsel

MARIA MARINOS, Clerk
Board of Supervisors,
County of Santa Clara

END OF PART 20
END OF AGREEMENT

EXHIBIT A

CONSULTANT'S HOURLY RATES

The following rates, which include all overhead, administrative costs, and profit, will be used in arriving at fees for hourly-rate Services. Any rate increases approved by the OAR shall take effect on the yearly anniversary of the Board of Supervisors' approval of the PSA. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in Exhibit A, and the addition of personnel not identified in Exhibit A, will be negotiated by the parties using as a benchmark the prevailing rates/increase for similar Consulting Services in the Bay area, and are subject to approval as an administrative modification to the PSA by the OAR.

CONSULTANT FIRM NAME:

<u>Consultant/Job Title</u>	<u>Billable Hourly Rate (\$)</u>		
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</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

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge will be ~~XXX~~ and Consultant's Project Manager will be ~~XXX~~, AIA.
- B. Consultant will employ Subconsultants it deems appropriate to the complexity and nature of the required Services and said Subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain Owner's approval of all Subconsultants. Upon Owner's request Consultant must provide copies of all Subconsultant contract agreements to Owner.

Note to Project Manager: The below are examples only!!

Structural

The KPA Group

300 Ogawa Plaza, Oakland, CA 94612
Ph. - 510/271-6701, Fax - 510/271-6707
Contact - Hratch Kouyoumdjian, SE, hratchk@thekpagroup.com

Mechanical/Electrical

Gayner Engineers, Inc.

1133 Post Street, San Francisco, CA 94109
Ph. - 415/474-9500, Fax - 415/474-1363
Contact - Mechanical/Plumbing - Pak Yim, pak@gaynerengineers.com
Contact - Electrical - Raymond Chow, raymond@gaynerengineers.com

Civil

BKF Engineers

255 Shoreline Drive, Suite 200, Redwood City, CA 94065
Ph. - 650/482-6360, Fax - 650/482-6399
Contact - Adrian Corlett, P.E., acorlett@bkf.com

Fire/Life/Safety

RJA Group

2125 Oak Grove Road, Suite 300, Walnut Creek, CA 94598
Ph. - 925/938-3550, Fax - 925/938-3818
Contact - Jeff Maddox, P.E., JMaddox@rjagroup.com

Security

On Line Consulting Services

388 17th Street, Suite 230, Oakland, CA 94612
Ph. - 510/268-8373, Fax - 510/839-4791
Contact - Ray Kolodzieczak, ray@onlineconsultingservices.com

Cost Estimating

Leland Saylor Associates

425 Market Street, Suite 2200, San Francisco, CA 94105
Ph. - 415/291-3232, Fax - 415/291-3201
Contact - Mike Kritscher, mkritscher@saylorconsulting.com

- C. None of the above named Staff or Subconsultants shall be replaced without OAR's approval pursuant to an amendment to this PSA. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, on written notice from Owner's Project Manager, Consultant will have fifteen (15) calendar Days to remove that person from the Project and provide a replacement acceptable to OAR. In that event Consultant must submit the name of a qualified replacement for OAR's approval.

END EXHIBIT B

EXHIBIT C

SAMPLE PROJECT AGREEMENT

(This format will be used for all Project Agreements authorized pursuant to this PSA. Owner and Consultant shall prepare all Project Agreements.)

PROJECT AGREEMENT NO.? TO PSA BETWEEN THE COUNTY OF SANTA CLARA AND <i>(Consultant's Name)</i> FOR (PSA FULL Name Exactly As It Appears On Page 1 of PSA)
PROJECT TITLE: <i>(Project Title)</i>
PROJECT AGREEMENT TITLE: <i>(Project Agreement Title)</i>

Account Assignment	G/L Account	Cost Center	WBS	Amount
I	5530200	2516	263-C0xxxxx-1-xx-xxx-xx	\$

Note to Project Manager: The Work Breakdown Structure (WBS) element from your Green Sheet budget, plus the amount, must be cited above. Ensure you have sufficient funds in your Green Sheet budget to cover the PA. Once this PA is issued, the Management Analyst will enter this data into SAP and the amount cited above will be shown as an encumbrance.—(delete this note when preparing the PA).

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

WHEREAS, the said PSA requires that Consultant's Services will be provided pursuant to individual Project Agreements to be negotiated and executed by Owner's Authorized Representative pursuant to the said PSA.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE:

This is Project Agreement No. () pursuant to the said PSA. The Scope of this Project Agreement is set forth in Attachment 1, Consultant's Services and Deliverables.

All the definitions, terms and conditions of the said 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. The parties mutually agree that the expiration date of this Project Agreement shall be (month/day/year) (add some time for unexpected...delays).
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 shall be 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 and Subconsultants compensation for non-Fixed Fee services (Note to Project Manager: if the sub-consultants to be used for this PA are the same as identified in the PSA, there is no need to include this attachment)

IN WITNESS WHEREOF, the parties hereby execute this Project Agreement and it is effective as of the date it is fully executed.

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

By: _____
(Type Name of Person) **Date**

Title: _____

COUNTY OF SANTA CLARA:

(Type Project Manager Name), **Project Manager** **Date**
FAF Capital Programs Division

COUNTY OF SANTA CLARA:

Ken Rado,
Manager, FAF Capital Programs Division,
Owner's Authorized Representative

Date

(If Applicable, Type: N/A, PSA before January 13, 2004)

Emily Harrison,
Deputy County Executive

Date

APPROVED AS TO FORM AND LEGALITY:

Katherine Harasz, Deputy County Counsel

Date

END EXHIBIT C

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

ATTACHMENT 1
to
PROJECT AGREEMENT NO. ____

CONSULTANT'S SERVICES AND DELIVERABLES

I. Project Description

(Introduction to provide context for services and deliverables required from Consultant. Every Project Agreement will state this same description in Attachment 1 for a project-specific PSA. Revise the Project Description for Project Agreements issued for a non project-specific PSA.)

II. Basic Services & Deliverables pursuant to PSA Part 6.02

(This sub-paragraph should be divided into **Services and Deliverables**. Cite the applicable reference to the scope of work outlined in the PSA, Basic Services & Deliverables. See example below.)

a) Services:

B. Schematic Design Phase

b) Deliverables: (Note to PM: below are some examples. The PM must be specific as to deliverables, even to the point of repeating in the PA what is already in the PSA "menu." The purpose is to highlight to the Consultant, and serve as a "reminder" to the PM, of what the work product is that the Consultant must provide to us)

- ☐ Schematic Design Documents including specifications;
- ☐ Basis of Design Narrative;
- ☐ Color Palette;
- ☐ Schematic Design Cost Estimate.

c) This sub-paragraph applies if this Project Agreement is for the preparation of Construction Documents, including the Project Manual (specifications). If a product must be specified by name brand, Consultant will identify at least two conforming products in the Project Manual, unless criteria for a sole source supplier per Public Contract Code section 3400 is met.

If the Consultant prepares a performance specification, Consultant certifies that there are at least two suppliers that can meet Consultant's performance specification, unless criteria for a sole source supplier per Public Contract Code section 3400 is met.

d) (This sub-para applies if this Project Agreement is for the preparation of Construction Documents) Consultant must provide a declaration statement, signed

by a principal of Consultant's firm, that the work of Consultant and its Sub-consultants was coordinated, the submittal is complete, and that all review comments from the 100% SD/DD Phase submittal have been incorporated and coordinated. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner must also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement.

III. Modifications to Basic Services & Deliverables pursuant to PSA Part 6.02

(Specify any scope or tasks either added to or deleted from the Basic Services and Deliverables description in the PSA pursuant to Part II of this Attachment above.)

IV. Supplementary Services pursuant to PSA Part 6.03

(If none, state NA. Otherwise, cite the applicable reference and a short-hand three or four word description for each service. See example below.)

A1. Surveys, evaluations, or studies

V. Compensation for Changes in Scope

Per paragraph 3.03 of the Professional Services Agreement dated _____, the Consultant must notify the County Project Manager, in writing, within ten days of occurrence, of any direction by the County Project Manager which will cause a change in the Consultant's Services and Deliverables for this Project Agreement, for which the Consultant intends to seek additional compensation. The County Project Manager, in response, may revise or rescind any such direction, or both parties will negotiate and implement an Additional Basic Services Order and/or a Supplemental Services Order, as appropriate.

VI. Information and Documentation to support Invoice. Consultant must submit appropriate documentation to support each invoice, including: a narrative description of services performed during the period; milestones achieved and deliverables completed.

End of Attachment 1

EXHIBIT D (Continued)

**ATTACHMENT 2
to
PROJECT AGREEMENT NO. _
CONSULTANT'S MILESTONE SCHEDULE**

EXHIBIT D (Continued)
ATTACHMENT 3
CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

- a. Consultant's **Fixed Fee (Maximum Fee** if done on hourly basis--PM to edit!) for the **Basic Services** described in **Part 6.02** shall be:

Planning
Programming
Schematic Design
Design Development
Construction Documents
Quality Control
Bidding Support
Construction Support

SUBTOTAL: Fixed Fee for Basic Services

\$0

- b. Consultant's fee for **Itemized Supplementary Services** (PSA Part 6.03) specified below: (Note to Project manager: Cite the applicable part of the PSA, Part 6.03 paragraph with short-hand three or four word description, using one line for each Itemized Supplementary Service.

\$

SUBTOTAL: Itemized Supplementary Services

\$0

- c. Allowance for Additional Basic Services (PSA Part 6.02) and Supplementary Services (PSA Part 6.03) that may be authorized by the Owner in writing pursuant to issuance of an **Additional Basic Services (ABS) Order** and **Supplementary Services (SS) Order**, respectively, during the Design Phase.
- d. Allowance for Reimbursable Expenses pursuant to Part 6.04

2. MAXIMUM COMPENSATION (a+b+c+d)

\$0

3. PROGRESS PAYMENTS

Project Agreement #___ to PSA with
PSA with NAME OF A-E
Dated BOARD APPROVAL DATE Project 263- CP06001

a. For **FIXED FEE** portion, Progress Payments will be on the basis of one of two ways, or a combination of both: Monthly and based on the percent of work completed during the billing period. Or Upon completion of Project Agreement Milestones.

b. For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA, or as modified in this Project Agreement. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)**

c. Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.

d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of services performed during the period; completed milestones and deliverables.

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
ARCHITECTS & ENGINEERS SERVICES CONTRACTS

Indemnity

A. **As respects professional liability:**

To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), Consultant shall indemnify, defend and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively, "Litigation") arising out of, or in connection with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of Consultant and/or its agents, employees or sub-consultants, excepting only to the extent such loss, injury or damage is caused by the negligence, recklessness or willful misconduct of personnel employed by the County. The Consultant shall reimburse the County 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 County under this Agreement.

Insurance

Without limiting the Consultant's indemnification of the County, the Consultant 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 Consultant 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 Consultant upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Consultant 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 County. This approval of insurance shall neither relieve nor decrease the liability of the Consultant.

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 County'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 County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara 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 County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

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.

- 4a. Aircraft/Watercraft Liability Insurance (Required if Consultant or any of its agents or Subconsultants will operate aircraft or watercraft in the scope of the Agreement)

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 aircraft/watercraft.

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 claims 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 County 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 Consultant pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Consultant. However, this shall not in any way limit liabilities assumed by the Consultant under this Agreement. Any self-insurance shall be approved in writing by the County

upon satisfactory evidence of financial capacity. Consultant'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 Consultant shall require each of its Subconsultants of any tier to carry the aforementioned coverages, or Consultant may insure Subconsultants under its own policies.
4. The County reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if Consultant will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Consultant will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Consultant will notify County immediately, and County may withhold further payment to Consultant until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

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:

County of Santa Clara
Capital Programs Division
2310 North First Street, 2nd Floor, Suite 200
San Jose, CA 95131-1011

Attention: Project Manager

b. Consultant:

Name of Consultant

END EXHIBIT G

EXHIBIT H

**CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE
BOARD OF SUPERVISORS' RESOLUTION ON CONTRACTING PRINCIPLES
(Type I Contract)**

This is a Type I service contract, subject to the Resolution on Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following:

- a. Contractor shall, during the term of this contract, comply with all applicable federal, state and local rules, regulations and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under any other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the County's intended action.

I am authorized to complete this form on behalf of _____ (A&E).

Signature: _____

Name: _____

Title: _____

Date: _____

Contract Identifier: _____

END EXHIBIT H

EXHIBIT I

**DECLARATION OF CONTRACTOR/CONSULTANT
(Type I Contract)**

This is a Type I service contract under the Board of Supervisors' Resolution on Contracting Principles.

Type I Category: Section II, C 8 "Contract with professionals"

Explanation: This is a contract for professional architectural and engineering services.

The following section must be completed by contractor:

This contractor currently has other County of Santa Clara contracts for the same or similar services:

_____ Yes _____ No

If Yes is checked, please list and describe contracts, types and dollar amounts below:

Contract Description	County Department Client	Dollar Amount

I am authorized to complete this form on behalf of _____ contained herein is complete and accurate.

Signature: _____

Name: _____

Title: _____

Date: _____

END EXHIBIT I