



# REQUEST FOR PROPOSALS/QUALIFICATIONS

## Hall of Justice Court Tenant Improvement Project

NO. 2022 - 007

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### ARCHITECT and ENGINEER SERVICES

<b>Solicitation Number</b>	2022-007
<b>Number of contracts expected to be awarded</b>	01
<b>Estimated Value or Range per contract</b>	\$TBD
<b>Funding Sources</b>	<input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> County <input type="checkbox"/> Other
<b>Expected Contract Duration</b>	3 Years
<b>Options to Renew</b>	TBD
<b>Hard Copy Proposals required</b>	Hard copies 1
<b>County Mailing Address</b> <i>(for hard-copy communication &amp; proposal submissions)</i>	County of San Mateo Department of Public Works 555 County Center, 5th Floor Redwood City, CA 94063 Attn: Michael Ramirez
<b>Authorized Contact Person</b>	Michael Ramirez
<b>Authorized Contact Person E-mail</b>	mramirez@smcgov.org
<b>E-mail Address for Protests</b>	mramirez@smcgov.org
<b>RFPQ Released</b>	Monday June 27, 2022
<b>Mandatory Pre-proposal Meeting date and time</b>	Friday July 15, 2022, 1:30pm PST
<b>Pre-proposal Meeting Location</b>	Hall of Justice 400 County Center, Redwood City, CA 94063 Meeting begins at Hall of Justice and Records Public Entrance
<b>Deadline for Questions, Comments and Exceptions</b>	Tuesday July 19, 2022, 1:00 PST
<b>Proposal Due Date and Time</b>	Wednesday July 27, 2022, 1:00 PST
<b>Interviews</b>	TBD
<b>Submission to County Board for approval</b>	September 2022
<b>Anticipated Contract Award Date</b>	September 2022

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## **SECTION I - GENERAL INFORMATION**

### **1.1 STATEMENT OF INTENT**

- This Request for Proposal and Qualifications (RFP&Q) seeks proposals from a qualified firms (Consultants) to provide professional Architect and Engineering Consulting Services for the County of San Mateo Court Tenant Improvement Project at Hall of Justice -First Floor, 400 County Center, Redwood City, CA 94063. The Facilities Capital Project Unit is looking to enter into an Architect and Engineering consultant contract for a term of three (3) years with an architect and engineering consultant that is familiar with design requirements and regulations regarding Judicial Council of California (JCC) and California Building Code (CBC). Architect firm and their respective engineering consultants shall have a minimum of fifteen (15) years' experience designing a minimum of twelve (12) California court projects for the JCC which have been completed and closed with authority having jurisdiction (AHJ) compliance.

### **1.2 BACKGROUND**

The Department of Public Works ("DPW" or the "Department") plans, designs, constructs, operates, manages, and maintains all County-owned facilities to ensure they are safe and accessible to residents and clients of County agencies, general public, and County employees. DPW has a budget of approximately \$200 million and is staffed with over 300 employees in five divisions: Administrative Services and Airports, Engineering and Resource Protection, Facility Services, Road Services supporting the 46 special districts governed by the Board of Supervisors and administered by the Department.

### **1.3 DEFINITIONS**

**Business Day:** Monday through Friday except for holidays as observed per the California Government Code.

**Confidential Information:** Information in any form that is not generally known and treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials provided to one party by the other, whether or not designated as confidential, whether or not intentionally or unintentionally disclosed, and whether or not subject to legal protections or restrictions.

**Contract Materials:** finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

**Contract:** The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.

**Contractor:** The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently agreed upon terms.

**County Data:** All information, data, and other content, including Confidential Information and other information whether or not made available by County of San Mateo or County of San Mateo agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or Subcontractors, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

**County Systems:** The information technology infrastructure of County of San Mateo or any of its designees, including computers, software, databases, networks, and related electronic systems.

**County:** San Mateo County

**Deliverables:** Goods or services required to be provided to County of San Mateo under the Contract.

DUNS (Data Universal Numbering System): a proprietary nine-digit number issued by Dun and Bradstreet, Inc. to identify unique business entities.

Force Majeure: An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Hosting: Storage, maintenance, and management of hardware, software, and County of San Mateo Data by a party other than County of San Mateo on machines and at locations other than those operated by County of San Mateo, where a party other than County of San Mateo has regular responsibility for back-up, disaster recovery, security, upgrades, replacement, and overall responsibility for ensuring that all hardware and software continues to function as intended.

Key Employee: Employees of the Contractor jointly identified by County of San Mateo and the Contractor as possessing unique skill and experience that was a material consideration in County of San Mateo's decision to award a contract.

Maintenance Updates: Any revision, update, improvement, modification, enhancement, correction, bug fix, patch, or new release for a system, platform, software, or other product, including any change made as a result of applicable federal, State, or local law.

Major Change: A change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement or is of such a nature that knowledge of the change would affect a person's decision-making process.

PII (Personally Identifiable Information): information in any format that can be used to identify a specific individual, either used alone or combined with other private or public information that can be linked in some way to a specific individual.

Project Manager: The individual identified by County of San Mateo as County of San Mateo's primary contact for the receipt and management of the goods and services required under the Contract.

PST: Pacific Standard Time, including Pacific Daylight Time when in effect

Subcontractor: Firms engaged by the Contractor to perform work or provide goods pursuant to the Contract, including vendors and suppliers

Task Order or Purchase Order: A written request from County of San Mateo to a vendor to provide goods or services, indicating types, quantities, prices, and delivery criteria.

## SECTION II - SCOPE OF WORK AND SPECIAL PROVISIONS

### 2.1 SUMMARY

The County of San Mateo, Department of Public Works Capital Project Unit is seeking professional Architect and Engineering Consultant Services to include Certified Access Specialist (CASP) consultant services, Siemens Fire Alarm System consultant services, Project Cost Estimator and other consultant services as necessary to complete the project in conformance with Appendix A, Appendix D, California Trial Court Facilities Standards 2006 Edition; Re-issued with Amendment 1 on March 1, 2010 ([https://www.courts.ca.gov/documents/06\\_April\\_Facilities\\_Standards\\_with\\_Amendment1.pdf](https://www.courts.ca.gov/documents/06_April_Facilities_Standards_with_Amendment1.pdf)) and California Catalog of Courtroom Layouts for California trial Courts adopted by Judicial Council June 2015 (<https://www.courts.ca.gov/documents/jc-20150626-itemJ.pdf>) for the County of San Mateo – Court Tenant Improvement Project at Hall of Justice and Records-First Floor. Approximate area of renovation 20,000 square feet. Project stakeholders include County of San Mateo, Judicial Council of California, and County of San Mateo Superior Court. Architectural/Engineering services shall include needs assessment; programming; conceptual/schematic design; design development; prepare construction documents; provide construction administration; and project closeout. Proposer shall be responsible to verify and confirm constructability of proposed Conceptual Plan (Appendix A) and revise design as required, but not limited to, current code changes and/or intended use of space. Proposed design shall be based on the use of current Hall of Justice systems including, but not limited to, structural, mechanical, electrical, plumbing, HVAC smoke control system, HVAC building management system, fire alarm, fire sprinkler, panic alarm system, access control, paging, Level III ballistic resistance window pane protection, and information technology. Due to state of affairs associated with public health, proposer shall comply with all County of San Mateo Public Health Officer's current orders including, but not limited to, responsibility to provide and wear applicable personal protection equipment at County of San Mateo facilities and associated project sites as appropriate for activity being performed, physical distancing shall be maintained in all settings. Proposer responsible to enforce compliance of these expectations of all who are on their design team when at County of San Mateo facilities. County of San Mateo Public Health Officer's orders posted at <https://www.smcgov.org/>. Additional Health Officer Statements and Orders specific to construction projects are posted at: <https://www.smchealth.org/post/health-officer-statements-and-orders/>. Enclosed Appendix A contains Conceptual Floorplan dated August 2018 that provides a general understanding of proposed areas of remodel on the first floor and shall be considered for Information Purposes Only; enclosed Appendix B contains existing Hall of Justice floorplan dated January 2022 and shall be considered for Reference Purposes Only; enclosed Appendix C contains sample Agreement Between County of San Mateo and Contractor; enclosed Appendix D contains Exhibit F Judicial Council of California Performance Criteria for Construction of the San Mateo Traffic Court dated June 1, 2018 and shall be considered for Information Purposes Only.

#### **Services will include, but not be limited to the following:**

- Architectural and Engineering (A/E) Consulting Services: Provide architectural, structural, mechanical, electrical, plumbing, fire life safety, security, acoustical, interior design, lighting, data/telecommunications, graphics, Level III ballistic resistance window pane protection and related services which may be required in connection with planning, design, and execution of building renovation project in conformance with current building code. Modify existing Hall of Justice south entrance security checkpoint to incorporate one (1) additional security checkpoint to include physical and electronic security design.
- A/E consulting services shall include Certified Access Specialist (CASP) services for assessment and survey of existing conditions. Additionally, provide planning and design services ensuring conformance, but not limited to, ADA Standards for Accessible Design, California Building Code Requirements for Accessibility.
- A/E consulting services shall include Siemens Fire Alarm System consultant services for assessment and survey of existing conditions. Additionally, provide fire alarm system planning and design-assist services ensuring conformance, but not limited to, applicable California Building Code and/or California Fire Code

requirements. Siemens Industry, Inc.; Jon Meurer Senior Account Executive; Phone 510.305.8510; [jon.meurer@siemens.com](mailto:jon.meurer@siemens.com)

- A/E consulting services shall include Project Cost Estimator to collect and analyze all elements associated with project design to develop project cost estimates as required to deliver the project.
- Planning Research: review, synthesize, update and/or supplement as required conceptual plan prepared by JCC ensuring conformance to building codes, potential constraints due to limit of project area, and project budget.
- A/E consultant services for, but not limited to, coordination with applicable local and state authorities having jurisdiction pertaining to building code requirements to ensure conformance to applicable building codes.
- Building Code Analysis: conduct building code analysis as it pertains to Court Tenant Improvement Project at Hall of Justice and Records-First Floor.
- Provide emergency exiting plan to include Occupancy Load Analysis of 1st Floor HOJ (current Occupancy Load and proposed new Occupancy Load). Should 1st Floor Occupancy Load not increase as result of proposed new design, Occupancy Load Analysis of other floors (including Basement) not required. Existing Occupancy Load and proposed new Occupancy Load shall be shown on Plans. If 1st Floor occupancy load increases, analysis shall include 1st floor and other floor occupancy loads (including Basement) which would emergency exit through 1st floor. Existing Occupancy Load and proposed new Occupancy Load shall be shown on Plans.
- Per AHJ, project will require entire Hall of Justice First Floor, to include ingress/egress, conform to current American with Disabilities Act (ADA) accessibility requirements.
- Project Review: participate in peer and constructability reviews.
- Support Services: to construct or deconstruct (investigative and destructive testing) as necessary for exploratory analysis to refine design criteria and scope of work. Hire necessary trades at prevailing wage to the extent possible.
- Provide detailed project design schedule within thirty (30) calendar days after award of contract.
- Attend pre-construction design meetings, prepare meeting agendas, provide meeting minutes.
- Develop Construction Documents (Plans, Specifications) suitable for authority having jurisdiction (AHJ) plan review and issuance of building permit:  
AHJ for General Construction plan review: County of San Mateo Planning and Building Department  
AHJ for Fire Alarm System plan review: Redwood City Fire Marshal
- Support County by responding to bidder questions, reviewing bids, and prepare addendums, as necessary.
- Attend bi-weekly project progress meeting onsite for duration of project
- Provide estimated project cost at 50% design completion, 75% design completion, 100% design completion based on AHJ approved construction document set.
- Construction documents shall include construction barrier details and methodology on project's sheet drawings and/or specifications which comply with AHJ requirements. All cost associated with compliance of applicable construction barriers and associated methodology shall be the responsibility of the contractor as part of construction services.
- Design shall conform to County of San Mateo Building Standards and existing County of San Mateo systems building standards inasmuch as possible. Further specify as follows:
  - a. Non-proprietary assemblies, components, materials inasmuch as possible and/or practical.
  - b. New system's manufacturer shall impose no restraints on the ability to service and maintain.
  - c. No proprietary service tool shall be required for any maintenance procedure.
  - d. All manuals and drawings shall be provided.
  - e. Technical training, engineering, and technical support shall be available to County maintenance and/or operations staff.
  - f. New system's manufacturer shall provide direct support to the "end user" and their designated maintenance company.
- Engineered design specific to installation shall not impact or otherwise affect the daily operation of the facility's user's inasmuch as possible during installation.
- Review and respond to shop drawings, request for information, and submittals from contractor.
- Prepare and submit Architect Supplemental Information as needed to AHJ.
- Provide field observation of work in progress to ensure compliance with plans and specifications.
- Follow regulatory agency codes, requirements, and procedures.

- Take digital photos of each construction phase throughout the duration of a project.
- Report instances of apparent non-compliance with contract plans, specifications to the County.
- Work with construction project management staff regarding resolutions.
- Participate in Punchlist walks and prepare Punchlist.
- Prepare, provide project closeout documents as required by AHJ.
- Provide Permit Bid Set Plans and Specifications comprising of six (6) printed full size wet-signed sets, one (1) PDF version, one (1) CD/DVD digital version, and a Plan Set in AutoCAD format.
- Provide Record Set (As Built) Plans and Specifications comprising of three (3) full size sets, one (1) PDF version, one (1) CD/DVD digital version, and a Plan Set in AutoCAD format. Additionally, A/E firm shall provide three (3) sets of applicable shop drawings provided by contractor where available.

**Length of Agreement:** The anticipated duration of the agreement will be for the life of the project.

## **2.2 FINGERPRINTING AND BACKGROUND CHECKS**

Potential staff are required to pass a Live Scan (DOJ and FBI) background check at the contractor's expense prior to working in County facilities. Potential staff shall follow the directions provided by the Deputy Director of Facilities or his designee to complete this process and will not begin work in a County facility until they have been officially notified in writing by the Deputy Director of Facilities that they have received background clearance.

## **2.3 COMPLIANCE WITH LIVING WAGE ORDINANCE**

As required by Chapter 2.88 of the County of San Mateo Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance



## **SECTION III - INSTRUCTIONS FOR PROPOSERS**

### **3.1 PRE-SUBMITTAL ACTIVITIES**

#### **A. Questions, Comments, Exceptions**

Submit questions, comments, and exceptions, including notifications of apparent errors, to [mramirez@smcgov.org](mailto:mramirez@smcgov.org) by the Deadline for Questions, Comments and Exceptions. Questions and comments received after the deadline may not be acknowledged.

##### **(1) Request for changes**

If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Forward your request for changes to [mramirez@smcgov.org](mailto:mramirez@smcgov.org). Failure to submit requests by the deadline will be deemed a waiver of any exception. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.

##### **(2) Request for Substitution of Specified Equipment, Material, or Process**

- (a)** Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
- (b)** If requesting a substitution for a required item, submit requests by the Deadline for Questions, Comments, and Exceptions to [mramirez@smcgov.org](mailto:mramirez@smcgov.org). Furnish all necessary information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

#### **B. Revisions to the Solicitation**

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda on <http://publicworks.smcgov.org> web site. Proposers are responsible for ensuring that they have received all addenda from the Department of Public Works.

#### **C. Contact with County Employees**

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

- (1)** As of the issuance date of this RFPQ and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFPQ with any officer, agent, or employee of the County, other than through Public Works, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
- (2)** Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

#### **D. Pre-proposal conference and site visits**

If a pre-proposal conference or site visit is scheduled, answers to questions raised prior to and at the events will be transmitted to the proposer.

### **3.2 PROPOSAL CONTENT REQUIREMENTS**

#### **A. Proposal Format**

Number all pages of the proposal. Label and order each section as follows:

- (1) Cover letter - no longer than one page, signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted.
- (2) Authorized contacts - identify the name and title the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
- (3) Table of Contents, listing all major topics and their respective page numbers.
- (4) Exceptions to the solicitation, or to the final revised solicitation, if any.
- (5) Technical Proposal
- (6) Supplementary Documents, as requested
- (7) Price Proposal

B. Technical Proposal Contents

- (1) Explain responses to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics, and illustrations as needed, but do not simply refer readers to an exhibit, appendix, or other section of the proposal in lieu of a complete response.
- (2) Addressing each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided.
- (3) If applicable or requested, include a project schedule with milestones, deliverables, dates, and a project management plan.
- (4) Specify any needs for physical space or equipment that the County must provide during the engagement.
- (5) Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.

C. Supplementary Documents

If additional documents and materials are appropriate, or have been requested by the County, provide in the following order as applicable:

- (1) Minimum Qualifications, using County forms if provided.
- (2) Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
- (3) Samples, drawings, illustrations, and related items as applicable.
- (4) Attachments, certifications, and forms executed as applicable.

D. Price Proposal

- (1) Place all cost and pricing data in a separate sealed envelope clearly marked "PRICE PROPOSAL".
- (2) If forms and templates are provided for the Price Proposal, use them without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.
- (3) Alternative Price Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.
- (4) Include prices for the base period of service.
- (5) Unless otherwise indicated, when applicable, in the price of an item, include all licenses required for operation, as well as upgrades and revisions to software over the term.

### 3.3 PROPOSAL SUBMISSION

A. Submit proposals as directed below. Hard copy submissions only. Proposals will not be accepted from contractor not present at the mandatory pre-bid conference as evidenced on the attendance roster.

(1) Hard copy submissions (1 Hard Copy Original)

(a) Submit proposals with all required documents in a sealed package to the designated County Mailing Address. Within the package, submit the Technical Proposal and the Price Proposal in separate envelopes. Clearly mark the following information on the outside of the package:

- Proposer Name
- Return address
- Solicitation title
- Solicitation number

(b) Submit proposals and all required documentation so as to physically reach the designated address by the Due Date and Time.

(2) Conflicts between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions information provided by the County's project manager will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

(3) Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.

B. Errors in Proposals

The County will not be liable for any errors in the proposal. Proposal may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waiver will not modify any remaining RFP requirements.

### 3.4 PROPOSER CERTIFICATIONS

By submitting a proposal, proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

### 3.5 WITHDRAWAL OF PROPOSALS

Proposal may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether or not a new solicitation is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

### **3.6 NO COMMITMENT**

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFPQ does not commit the County to award a contract, nor will the County defray any costs incurred in preparing proposal or participating in any presentations or negotiations.

### **3.7 ESTIMATED QUANTITIES**

If the solicitation results in an indefinite quantity or a requirements Agreement, the goods and services actually requested by the County may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement.

### **3.8 PROPOSER SELECTION**

At any time in the evaluation process, the County may request clarifications from proposer.

#### **A. Determination of Responsiveness**

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations.

#### **B. Proposal Evaluation**

The County will evaluate responsive proposal based on the criteria specified in the solicitation.

#### **C. Determination of Responsibility**

The County will make a determination of the responsibility of the proposer under consideration for award, taking into consideration matters such as the proposer's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify the proposer found non-responsible and allow the finding to be contested.

### **3.9 CONTRACT AWARD**

#### **A. Notice of Intent to Award**

Once a decision has been made to award a contract, the County will transmit a Notice of Intent to Award. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

#### **B. Award Procedure**

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template (Appendix C).

#### **C. Commencement of Performance**

After all parties have signed the Agreement, the County will notify the proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

### **3.10 PROTESTS**

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Protest Eligibility, Format, and Address

- (1) Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.
- (2) The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.
- (3) Submit protests to Capital Projects Manager by email to [mramirez@smcgov.org](mailto:mramirez@smcgov.org) or via hard copy to: Tory Newman, Senior Capital Projects Manager, 555 County Center, 5<sup>th</sup> Fl, Redwood City, CA 94063

B. Protest Deadlines

Submit protests with any supplemental materials by 5 p.m. PST, as appropriate, on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by the County.

- (1) If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.
- (2) If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- (3) If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.

C. Protest Contents

- (1) The letter of protest must include all of the following elements:
  - (a) Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
  - (b) The law, rule, regulation, ordinance, provision, or policy upon which the protest is based, with an explanation of the violation.
- (2) Protests that simply disagree with decisions of the Evaluation Committee will be rejected.

D. Reply to Protest

The County will send a written response to the protestor and to any other party named in the protest.

E. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

### 3.11 PUBLIC RECORDS

A. General

- (1) Proposal, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- (2) Any contract arising from this RFPQ will be a public record.
- (3) Submission of any materials in response to this RFPQ constitutes:
  - (a) Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and

- (b) Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
- (c) Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
- (d) Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

B. Confidential Information

- (1) The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposer is responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- (2) If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- (3) Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.
- (4) Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- (5) Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

## **SECTION IV - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA**

### **4.1 MINIMUM QUALIFICATIONS**

Proposal will be accepted only from an organization that meets the following required qualifications at the time of proposal submission:

- The proposer is licensed and authorized to do business under laws of the State of California to provide services described in this solicitation.

The proposer and their respective engineering consultants have been actively and normally engaged for a minimum of fifteen (15) years' experience designing a minimum of twelve (12) California court projects for the Judicial Council of California in building Occupancy Type Business Group B or similar which have been completed and closed with authority having jurisdiction (AHJ) compliance and provide evidence as such.

### **4.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE**

Provide all of the following regarding the prime proposer and if applicable, all joint proposers.

#### **A. Organizational Capacity:**

- (1) Titles and names of staff members who will be on the team responsible for the project, as well as the expected availability of the various individuals. If requested, include the resume of a dedicated, full-time project manager.
- (2) All applicable licenses and license numbers relevant to the project, the names of the holders of those licenses, and the names of the agencies issuing the licenses.
- (3) If portions of work will be performed by subconsultants, names of proposed subconsultants other than suppliers and descriptions of their respective responsibilities.

#### **B. Experience**

- (1) Include number of years providing court tenant renovations or similar services for Judicial Council of California in building Occupancy Type Business Group B or similar as described in this solicitation.
- (2) Provide a list of court projects with Occupancy Type Business Group B or similar for Judicial Council of California that were designed, completed, and been acknowledged by authority having jurisdiction as project closed with compliance within the last fifteen (15) years.
- (3) The number of years providing services to government entities

### **4.3 REFERENCES**

Provide at least five references from successfully completed projects of similar nature as described in this solicitation, including the name of the organization for which work was performed, stakeholder name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current. If the County cannot contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

### **4.4 EVALUATION CRITERIA**

Proposals will be evaluated in accordance with the following evaluation criteria:

- 35% - Method and approach
  - Apparent understanding of the scope of services to be provided
  - Appropriateness of the proposed solution/services
- 40% - Experience and organizational capacity
  - Qualifications and experience of both the proposer and key personnel as required in this proposal.

- Experience with other public agencies
- Organizational resources and staff, apparent ability to meet any required timelines or other requirements
- 25% - Price

#### **4.5 DESIGN SCHEDULE**

- Provide high level project design schedule through completion of construction documents suitable for review by County staff and Judicial Council of California staff.



## **SECTION V - INSURANCE**

Provide evidence of insurance for each of the checked categories

<input checked="" type="checkbox"/>	<b>General Liability</b> (Including operations, products and completed operations, as applicable.)	<b>\$1,000,000</b> - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input checked="" type="checkbox"/>	<b>Automobile Liability</b>	<b>\$1,000,000</b> - per accident for bodily injury and property damage.
<input checked="" type="checkbox"/>	<b>Workers' Compensation</b>	<b>As required by the State of California</b>
<input type="checkbox"/>	<b>Employers' Liability</b>	<b>\$1,000,000</b> - each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.
<input checked="" type="checkbox"/>	<b>Professional Liability</b> (Errors and Omissions)	<b>\$1,000,000</b> - per occurrence.
<input type="checkbox"/>	<b>Cyber Liability</b>	<b>\$5,000,000</b> per occurrence for Privacy and Network Security, <b>\$1,000,000</b> per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.
<input type="checkbox"/>	<b>Pollution Liability</b>	\$ - Per Occurrence
<input type="checkbox"/>	<b>Pollution Liability (Aggregate)</b>	\$

**STANDARD TERMS AND CONDITIONS (SAMPLE AGREEMENT)**

*REFER TO APPENDIX C*

**APPENDIX A**

**EXHIBIT "C"**

**HOJ TENANT IMPROVEMENTS**

*Description and scope of the HOJ Tenant Improvements on following page(s).*

**INFORMATION PURPOSES ONLY**





## Appendix C

Agreement No. \_\_\_\_\_

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

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

\* \* \*

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

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

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

#### **1. Exhibits and Attachments**

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Appendix A—Conceptual Floorplan prepared by Judicial Council of California dated August 2018
- Appendix B—Hall of Justice and Records 1<sup>st</sup> Floor Existing Floorplan dated January 2022
- Appendix C—Not Used
- Appendix D—Judicial Council of California Performance Criteria for Construction of the San Mateo Traffic Court dated June 1, 2018

#### **2. Services to be performed by Contractor**

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

#### **3. Payments**

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

#### **4. Term**

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

## **5. Termination**

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

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

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

## **6. Contract Materials**

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

## **7. Relationship of Parties**

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

## **8. Hold Harmless**

### **a. General Hold Harmless**

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

(A) injuries to or death of any person, including Contractor or its employees/officers/agents.

(B) damage to any property of any kind whatsoever and to whomsoever belonging.

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

**b. Intellectual Property Indemnification**

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

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

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification



performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

**9. Assignability and Subcontracting**

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

**10. Insurance**

**a. General Requirements**

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

**b. Workers' Compensation and Employer's Liability Insurance**

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

**c. Liability Insurance**

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

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

County of San Mateo or its officers and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County of San Mateo or its officers and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County of San Mateo or its officers and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

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

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

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

**b. Equal Employment Opportunity**

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

**c. Section 504 of the Rehabilitation Act of 1973**

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

**d. Compliance with County's Equal Benefits Ordinance**

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

**g. Reporting; Violation of Non-discrimination Provisions**

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

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

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

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

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. Compliance with County Employee Jury Service Ordinance**

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

#### **14. Retention of Records; Right to Monitor and Audit**

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

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

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to

determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

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

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]

Facsimile: [insert]  
Email: [insert]

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**20. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS').

County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **[SERVICE PROVIDER COMPANY NAME]**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_  
COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

SAMPLE



## **Exhibit A**

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

Architectural and engineering (A/E) consultant services shall include needs assessment; programming; conceptual/schematic design; design development; prepare construction documents; provide construction administration; and project closeout. Project stakeholders include County of San Mateo, Judicial Council of California, and County of San Mateo Superior Court. A/E consultant services shall include Certified Access Specialist (CAsp) for accessibility consultant services, Siemens Fire Alarm System consultant services, and Project Cost Estimator. A/E firm shall also include other consultant services as necessary to complete the project. A/E firm shall be responsible to verify and confirm constructability of proposed conceptual plan and revise design as required, but not limited to, current code changes and/or intended use of space. Proposed design shall be based on the use of current Hall of Justice systems including, but not limited to, structural, mechanical, electrical, plumbing, HVAC smoke control system, HVAC building management system, fire alarm, fire sprinkler, panic alarm system, access control, paging, Level III ballistic resistance window pane protection, and information technology.

Design shall conform to California Trial Court Facilities Standards 2006 Edition; Re-issued with Amendment 1 on March 1, 2010

([https://www.courts.ca.gov/documents/06\\_April\\_Facilities\\_Standards\\_with\\_Amendment1.pdf](https://www.courts.ca.gov/documents/06_April_Facilities_Standards_with_Amendment1.pdf)) and California Catalog of Courtroom Layouts for California trial Courts adopted by Judicial Council June 2015 (<https://www.courts.ca.gov/documents/jc-20150626-itemJ.pdf>). Enclosed Appendix A contains Conceptual Floorplan dated August 2018 that provides a general understanding of proposed areas of renovation in first floor Hall of Justice and shall be considered for Information Purposes Only. Enclosed Appendix B contains existing Hall of Justice floorplan dated January 2022 and shall be considered for Reference Purposes Only. Appendix C Not Used. Appendix D Judicial Council of California Performance Criteria for Construction of the San Mateo Traffic Court shall be considered for Information Purposes Only dated June 1, 2018.

### **Services also include, but not be limited to the following:**

- A/E consultant Services: provide architectural, structural, mechanical, electrical, plumbing, accessibility, security, fire alarm, fire sprinkler, acoustical, interior design, lighting, data/telecommunications, graphics, Level III ballistic resistance windowpane protection and related services which may be required in connection with planning, design, and execution of building renovation project. Additionally, modification of Hall of Justice and Records south entrance security checkpoint to include, but not limited to, physical and electronic security design.
- A/E consulting services shall include CAsp consultant services for accessibility assessment, survey existing conditions, planning, and design to ensure conformance to applicable accessibility requirements
- A/E consulting services shall include Siemens Fire Alarm System consultant services for assessment and survey of existing conditions. Additionally, provide fire alarm system planning and design-assist services ensuring conformance, but not limited to, applicable California Building Code and/or California Fire Code requirements. Siemens Industry, Inc.; Jon Meurer Senior Account Executive; Phone 510.305.8510; [jon.meurer@siemens.com](mailto:jon.meurer@siemens.com)
- A/E consulting services shall include Project Cost Estimator to collect and analyze all elements associated with project design to develop project cost estimates as required to deliver the project.
- Planning Research: review, synthesize, update and/or supplement as required conceptual plan prepared by Judicial Council of California (JCC) ensuring conformance to building codes, potential constraints due to limit of project area, and project budget.
- Building Code Analysis: conduct building code analysis as it pertains to Court Tenant Improvement Project at Hall of Justice and Records-First Floor.
- Provide emergency exiting plan to include Occupancy Load Analysis of 1st Floor HOJ (current Occupancy Load and proposed new Occupancy Load). Should 1st Floor Occupancy Load not increase as result of proposed new design, Occupancy Load Analysis of other floors (including Basement) not required. Existing Occupancy Load and proposed new Occupancy Load shall be

shown on Plans. If 1st Floor occupancy load increases, analysis shall include 1st floor and other floor occupancies loads (including Basement) which would emergency exit through 1st floor.

- Per AHJ, project will require entire Hall of Justice First Floor, to include ingress/egress, conform to current American with Disabilities Act (ADA) accessibility requirements.
- Project Review: participate in peer and constructability reviews.
- Support Services: to construct or deconstruct (investigative and destructive testing) as necessary for exploratory analysis to refine design criteria and scope of work. Hire necessary trades at prevailing wage to the extent possible.
- Provide detailed project design schedule within thirty (30) calendar days after award of contract.
- Attend pre-construction design meetings, prepare meeting agendas, provide meeting minutes.
- Develop Construction Documents (Plans, Specifications) suitable for authority having jurisdiction (AHJ) plan review. County of San Mateo Planning and Building Department for general construction plan review, Redwood City Fire Marshal for fire alarm system plan review.
- Support County by responding to bidder questions, reviewing bids, and prepare addendums, as necessary.
- Attend bi-weekly project progress meeting onsite for duration of project
- Provide estimated project cost at 50% design completion, 75% design completion, 100% design completion based on AHJ approved construction document set.
- Construction documents shall include construction barrier details and methodology on project's sheet drawings and/or specifications which comply with AHJ requirements. All cost associated with compliance of applicable construction barriers and associated methodology shall be the responsibility of the contractor as part of installation services.
- Design shall conform to County of San Mateo Building Standards and existing County of San Mateo systems building standards inasmuch as possible. Further specify as follows:
  - a. Non-proprietary assemblies, components, materials inasmuch as possible and/or practical.
  - b. New system's manufacturer shall impose no restraints on the ability to service and maintain their systems.
  - c. No proprietary service tool shall be required for any maintenance procedure.
  - d. All manuals and drawings shall be provided.
  - e. Technical training, engineering, and technical support shall be available to County maintenance and and/or operations staff.
  - f. New system's manufacturer shall provide direct support to the "end user" and their designated maintenance company.
- Engineered design specific to installation shall not impact or otherwise affect the daily operation of the facility's user's inasmuch as possible during installation.
- Review and respond to shop drawings, request for information, and submittals from contractor.
- Prepare and submit Architect Supplemental Information as needed to AHJ.
- Provide field observation of work in progress to ensure compliance with plans and specifications.
- Follow regulatory agency codes, requirements, and procedures.
- Take digital photos of each construction phase throughout the duration of a project.
- Report instances of apparent non-compliance with contract plans, specifications to the County.
- Work with construction project management staff regarding resolutions.
- Participate in Punchlist walks and prepare Punchlists
- Prepare, provide project closeout documents as required by AHJ
- Provide Permit Bid Set Plans and Specifications comprising of six (6) printed full size wet-signed sets, one (1) PDF version, and one (1) CD/DVD containing electronic versions of these (plans in AutoCAD format).
- Provide Record Set (As Built) Plans and Specifications comprising of three (3) full size sets and one (1) CD/DVD containing electronic version (PDF) and plans in AutoCAD format. Additionally, A/E firm shall provide three (3) sets of applicable shop drawings provided by the contractor where available.

- Required services are for, but not limited to, coordination with applicable local and state authorities having jurisdiction per building code requirements to insure conformance for various public works projects.

The Contractor shall arrange with Michael Ramirez, Department of Public Works (DPW) Capital Project Manager or his designee times to access the facility to complete design services prior to site visits.

Contractor must arrange with Michael Ramirez, DPW Capital Project Manager a detailed schedule of work regarding design surveys prior to commencing services. These services to be performed Monday- Friday between 6:00am PST to 6:00pm PST.

Contractor is responsible for cleaning up the area after work is completed. Additionally, Contractor shall use his or her own tools for performance of work.

Charges for work performed by the Contractor not authorized in writing by Director of Public Works or their designee will not be paid by the County.

Additional services outside of those described in Exhibit "A" must be authorized by the County's representative in writing prior to commencing work.

Services will be provided on an as-needed basis, and the County and Contractor shall agree in writing to the scope and cost of any work prior to performing any work.

#### **ADDITIONAL REQUIREMENTS**

1. Sub-consultant firms are licensed to practice engineering in the State of California and can effectively provide the required professional services.
2. The individual or individuals or sub-consultants who will be assigned the responsibility shall have the same experience as it pertains to the architect firm - consultants shall have a minimum of fifteen (15) years' experience designing a minimum of twelve (12) California court projects.
3. Firms shall be able to meet the schedule set by County of San Mateo Department of Public Works.

## Exhibit B

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

[INSERT PROPOSAL AMOUNT]

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

Contractor shall submit a Schedule of Values to Michael Ramirez, Department of Public Works Capital Project Manager.

The contract amount shall not exceed \$ [Insert Proposal Amount].

Payment will be made within 30 days of receipt in County of San Mateo Department of Public Works Accounting Unit of written itemized invoice identifying the Agreement Number, complete scope of work, specific work completed, location of work, and breakdown of charges. In any event, the total payment for services of Contractor shall not exceed \$ [Insert Proposal Amount] and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Remit invoices to:

Department of Public Works – Accounting Unit  
555 County Center, 5th Floor  
Redwood City, CA 94063

### **Reimbursement Requirements:**

All reimbursements are on an actual cost basis without mark-up. When invoicing for reimbursement costs, detailed back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on the tasks, and a description of the task (“Detailed Backup”). Use of subconsultants, with required advanced authorization in writing, must also be provided in the “Detail Backup” of invoicing services rendered.

Office overhead is deemed to have been included in the billing rates provided herein within the classifications of the professional rate schedule and cannot be billed separately or additionally. Overhead includes, but is not limited to, accounting functions, office functions, certified payroll compliance, office equipment, phone calls, postage, maintaining books and records, filing, word processing, dictation, office overhead, etc.

Deliverables (As built drawings, plans & specs) as specified and requested in the released task orders (scope of work) in hardcopies or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hardcopies are requested or required.

# Appendix D

## Exhibit "F"

### Performance Criteria for Construction of the San Mateo Traffic Court

June 1, 2018

This Performance Criteria is intended to provide the County of San Mateo with some specific requirements for the new construction of the San Mateo Superior Court in the Hall of Justice. Please refer to the California Trial Court Facilities Standards 2011 and the California Catalog of Courtroom Layouts for California Trial Courts –adopted by the Judicial Council of California on June 25, 2015 for more detailed information.

#### PROJECT FURNITURE, FIXTURES & EQUIPMENT

- New 6'x8' systems furniture cubicles
- Two furnished judges' chambers
- Three furnished private offices
- Two furnished conference rooms
- Two tables for document viewing room
- Public seating outside courtrooms
- Two court reporter stations in courtrooms
- Two desks for court security officers in courtrooms
- Four counsel tables for courtrooms
- 65 task chairs
- 45 computers
- 10 printers
- Five copiers

#### COURTROOMS

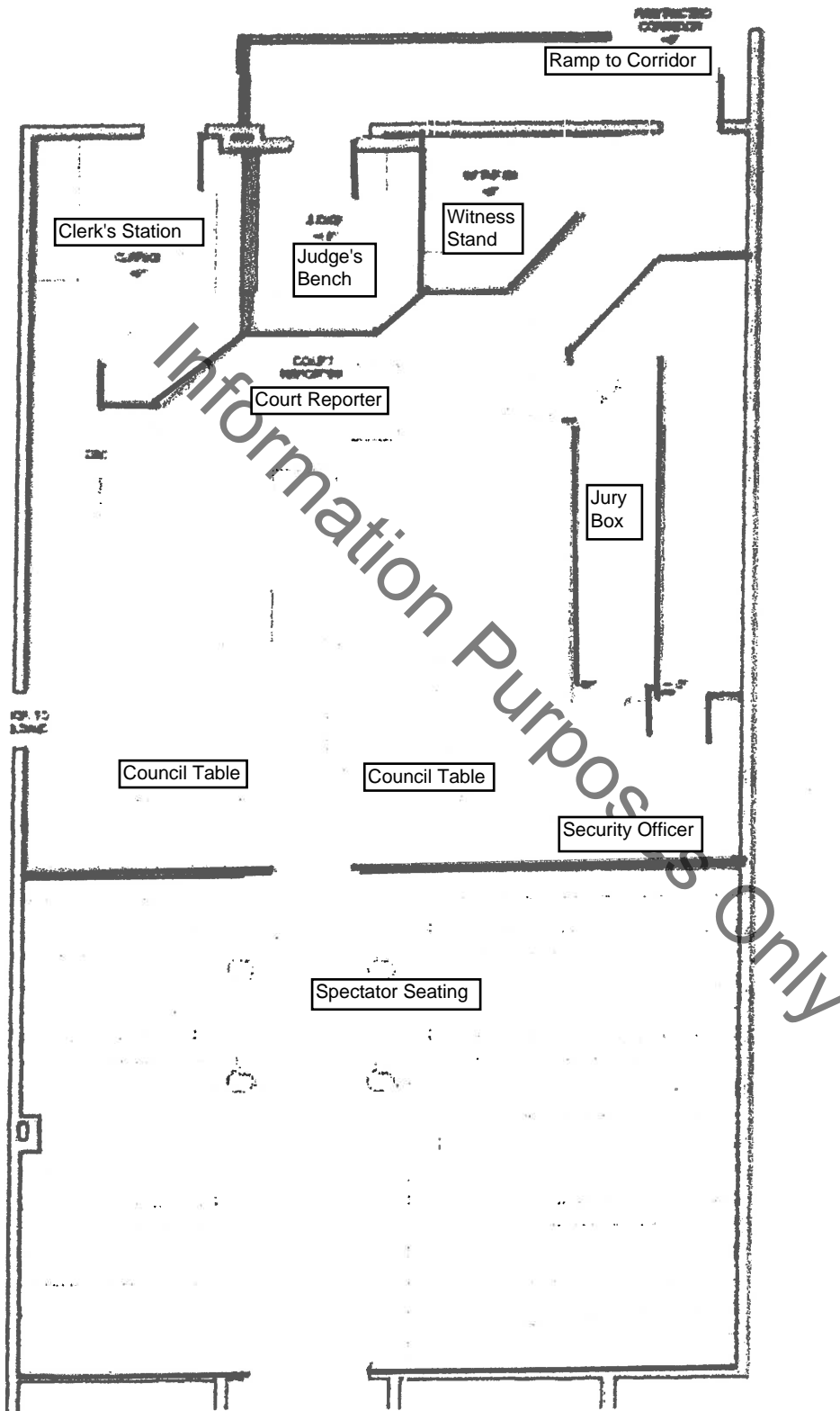
##### Courtrooms Layout and Design

- The Table 1.1 and Figure 1.1 for the traffic courtroom example below are taken from the Catalog of Courtroom Layouts for California Trial Courts. This information provides the position and critical dimensions for the casework and furniture in the two new courtrooms in the Hall of Justice. Note the sample courtroom layout does not reflect the actual field conditions for the overall courtroom dimensions, door locations or ramping configurations.

Table 1.1 Courtroom Casework and Furniture

Element or Workstation	Casework/Furniture Width	Casework/Furniture Depth	Height above Floor	Number of Occupants
Judge	7'-3"/6'-6"	2'-0"/1'-2"	+16"	1
Courtroom Clerk	13'-0"	2'-4"	+5"	2
Security Officer	4'-0"	2'-6"	-	1
Court Reporter	TBD	TBD	TBD	1
Witness Stand	5'-0"	2'-5" at widest point	+5"	2
Bench Seating	TBD	TBD	TBD	130 +/-
Jury Box	N/A	N/A	2 <sup>nd</sup> row +12"	15

Figure 1.1 Sample Courtroom Layout – Final layout to be determined during design development phase.



**Security Features**

- Behind judge/clerk/witness bench and court security officer desk finish materials, provide bullet-resistant woven ballistic-grade fiberglass panels.
- Provide silent duress alarm buttons for judge, court security officer, and clerk positions.
- Provide video surveillance of the courtroom, including well area and public seating.

**Lighting**

- Use a combination of direct and indirect lighting in the courtroom. Audiovisual presentations are common so lighting must be flexible enough to allow for dimmed ambient light levels, with sufficient light for note taking. Lighting directly in front of projection or video display shall be capable of being switched off for evidence display.

**Telecom Infrastructure**

- Additional telecom infrastructure is required to accommodate connections between the courtrooms to case management systems for the prosecution and defense computer equipment.

**A/V Requirements**

- An assisted listening system shall provide secure transmission of both speech and program audio to participants or members of the public utilizing an infrared transmitter and headset receiver. In courtroom applications the system shall provide a minimum of four independent channels to work in conjunction with the language interpretation system.
- When evaluating the types of assisted listening systems in the design as well as the quantities of headsets, refer to section 1104B.2 of the DSA California Access Compliance Code to ensure adequate provision.
- Refer to Table 1.2 and Figure 1.2 for the minimum courtroom A/V requirements.

Table 1.2 Minimum A/V Requirements for Courtrooms

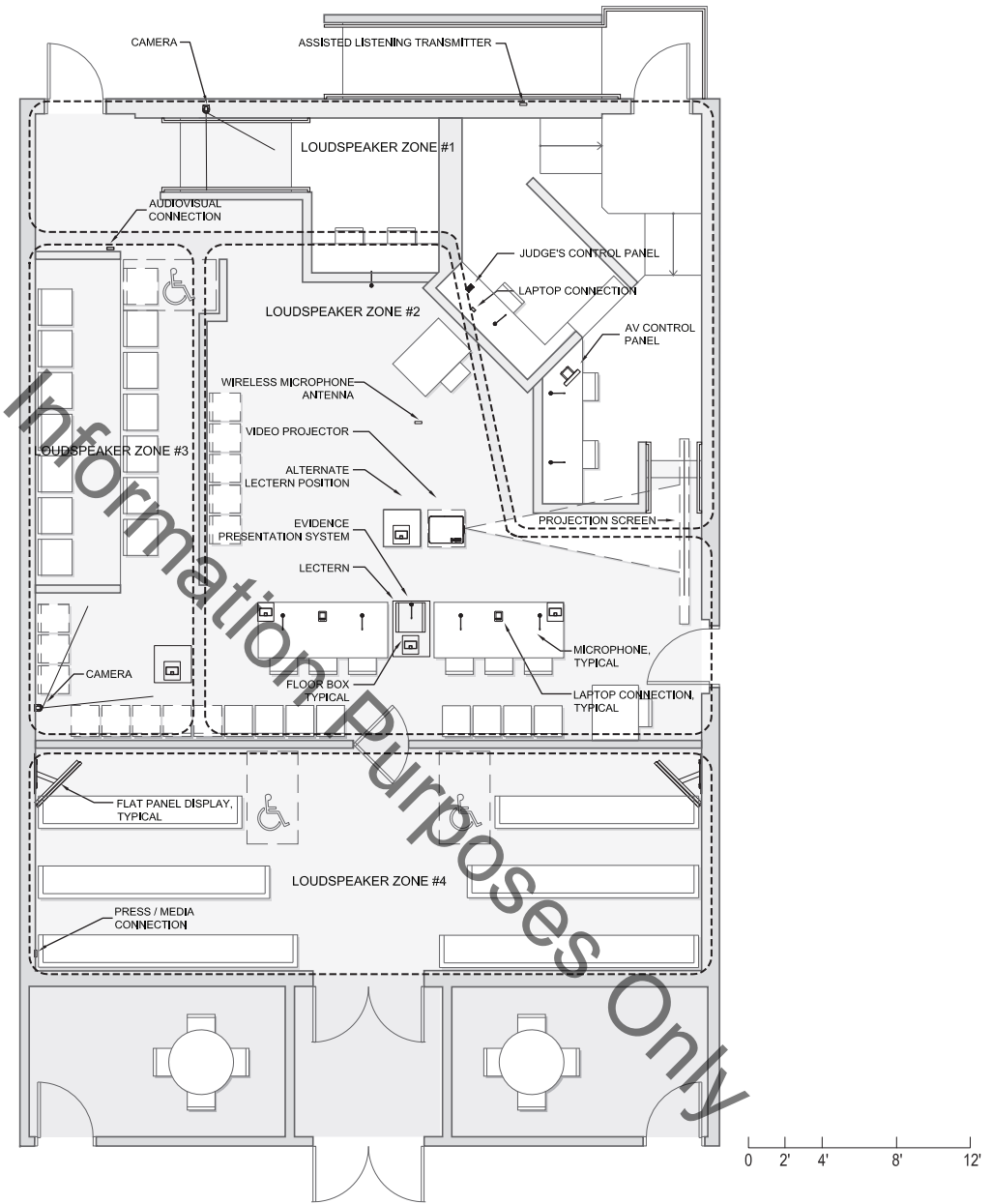
	Microphone, Gooseneck, Moveable, Mutable	Microphone, Gooseneck, Fixed, Mutable	Audio Output	Audio Input	Video Input	Video Output	Control System Touch Panel Interface	Control System Keypad Interface (*)	Annotation System Interface	Real-Time Transcription Interface	Press-Media Interface	Ceiling Mounted Video Projector	Power ceiling mounted projection screen	Evidence Projection System
Bench	X		X		O	O	X	X		X				
Witness		X	O			O			X					
Clerk	X		X		O		X							
Court Reporter			X							X				
Counsel Tables		X	O	X	X									
Lecturn	X	X	X	X	X	X								X
Well Area												X	X	
Gallery Seating						O					X			

X = Minimum System Requirements

O = Optional System Requirements

(\*) = Control Functions at a minimum shall include audio and video mute and sound masking control.





Typical Courtroom A/V Requirement

**PUBLIC TRANSACTION COUNTERS**

- Outdoor public transaction counters shall be provided with bullet-resistant wall panels, transaction glazing, and pass-through drawers.
- Each public transaction counter position shall have a duress alarm button.
- Provide overall video surveillance of the public queuing and walk-up areas and one camera for each clerk position at the public transaction counters.
- Provide an active full-duplex audio communication system at outdoor public transaction counters. The communication system must have an on/off switch allowing staff to enable or disable communications.
- Provide motorized roll down doors in front of all public transaction windows.
- Provide glass barrier with pass-through space between public and court staff at the interior transaction counters.
- Coordinate the design of the public transaction windows with the court.

**JUDGES' CHAMBERS**

- Provide ballistic glazing for exterior windows at judge's chambers.
- Provide silent duress alarm buttons at judge's desks.

**GENERAL OFFICE SPACE**

- Provide card reader door access to all doors between the public and court staff.
- Provide silent duress alarm buttons at judge's desks.
- Provide one large marker board in each new conference room.

**SECURITY SCREENING AT BUILDING ENTRANCE**

- Relocate the security screening station from the existing Traffic Court to the existing security screening area in the Hall of Justice so that there is one additional screening position to handle the increase in the visitor traffic.