

**REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES
WITH SEALED FEE PROPOSAL**

FOR THE

CITY OF SOUTH SAN FRANCISCO

MEASURE W – COMMUNITY CIVIC CAMPUS PROJECT



August 21, 2017

I. Introduction

The City of South San Francisco (“City”) is soliciting Proposals with a separate sealed Fee Proposal from short-listed Architectural firms/teams to deliver design services, prepare construction documents and provide construction administration services for the Community Civic Campus Project.

Only those firms/teams that were short-listed through the RFQ process are eligible to participate in this Request for Proposals (“RFP”), which includes team/firm interviews, submittal of the design proposal, and submittal of a sealed fee proposal.

II. Scope of Services

The purpose of this RFP is to receive design services proposals, along with sealed proposals with fee for purposes of entering into a services agreement through formal negotiations for the professional services of an architectural firm/team.

Your firm has already demonstrated it has the requisite qualifications to be considered in the RFP process, so resubmittal of your firm/team’s qualifications is not necessary. Architectural firms/teams are urged to submit concise proposals, appropriate to the scale of these projects and include only items that are relevant to this specific program scope. A complete Proposal shall be submitted and shall be accompanied with a Fee in a separate sealed envelope marked “Fee for Measure W - Community Civic Campus Project.”

The base scope of services previously noted in RFQ dated June 12, 2017, includes preparation of the following:

1. Campus Master Plan.
2. Circulation/Access Plan which addresses bike, pedestrian, ADA, public transportation paths, and vehicular traffic as well as priority treatment necessary for policy access to and from the site.
3. 100% architectural design services for Library and Recreation Facility, including construction administration through close-out phase;
4. 50% schematic design for Police Station and Fire Station with the following two options:
 - a. Criteria Documents for DB procurement; or
 - b. 100% design and architectural services through construction.
5. Community/Stakeholder outreach including conducting public design charrettes to inform facility design.

A draft scope of architectural design services described in **Attachment A** is included as a point of reference. The design team is expected to review this scope and expand upon or tailor it by incorporating their expertise and proposed method of approach to complete all design-required services within the milestone schedule set forth below.

III. Key Tasks/Milestone Schedule and Budget

The project schedule anticipates design services through construction documentation for the Library and Recreation Facility to be completed within twelve (12) months following issuance of a notice to proceed and schematic and/or criteria documents for Police Station and Fire Station within six (6) months from issuance of notice to proceed. The firm/team selected will prepare, maintain and provide to the City an active project schedule outlining all design deliverables, consultant coordination, utility coordination, all meetings inclusive of public input and presentations, reviews, design approvals and similar activities necessary to complete the project. The design production schedule will be incorporated into the program master schedule developed and maintained by City's Program Managers, Kitchell CEM.

2017 October/November

- Architectural scope and fee negotiation
- Architectural team selection by City Council
- Execute Services Agreement
- Issue NTP
- Kick-off Meeting

2017/2018 – November/December 2017 – March 2018

- Program Validation/City Standards
- Conceptual Design(s), including Master Site Plan and Circulation Plan
- Schematic Design all buildings
- Community Design Charrettes/Input
- Conceptual and Schematic Design Cost Estimates
- Decision on final delivery option for Police and Fire facilities
- Preparation of Criteria Documents, Police and Fire (If Design-Build)

2018 – April – June

- Design Development
- Community Design Review/Input
- Design Development Cost Estimates
- Value Engineering (If necessary)

July 2018 – October/November 2018

- Construction Documentation Phase
- Construction Phase Cost Estimates
- Value Engineering/Identification of Bid Design Alternates
- Bid Documents Completed

January 2019 start construction

The project cost estimate including hard and soft costs is \$150-\$166 million, and does not include land acquisition. The project cost estimate will be updated once the City selects one of the site plans currently being analyzed. The low range of \$150M assumes surface parking. The high range of \$166 assumes structured parking.

IV. Form of Agreement

Attachment B is the City's Standard Professional Services Agreement. Firms interested in responding to this RFP should be prepared to enter into the agreement under the standard terms and should be able to provide the required insurance. Firms must identify any term or condition of the contract the firm requests modifying or deleting existing provisions or adding new provisions. Firms must set forth a clear explanation of what modifications would be sought and specific alternate language. The City will review but is not obligated to accept any proposed changes.

Any comments or objections to the form of Agreement shall be provided in writing before the interview and may be the subject of inquiry at the interview.

V. Selection Process

The Project contract may not be awarded to the lowest responsible firm/team. When selecting the firm/team, the skill and ability of the entity or person performing the design services is a key component of the selection criteria. The City will select a firm/team based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Cost will be only one factor in determining the selection.

During the interview, each firm/team will be rated based upon criteria identified in **Attachment C**. At the conclusion of the team/firm interview and review of the proposal, the selection panelists will score each firm. Based on the scores, the teams will be ranked. The City will begin contract negotiations with the top ranking firm, as identified by this process. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City will undertake negotiations with the second highest ranked firm. City staff will make recommendations to the City Council, which reserve the right to reject any or all proposals. The selection process will be completed when a contract is executed. The Sealed Fee Proposal is considered confidential and will be used for contract negotiations only with the preferred team/firm.

Each team/firm submitting a response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the candidate's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the candidate. In addition, each candidate acknowledges and agrees that all documentation and/or materials submitted with in response to this request shall remain the property of the City.

VI. Submittal Requirements

1. **Cover Letter.** The cover letter shall be signed by primary point of contact. The letter should reintroduce the team to the City with a compelling reason why you should be selected.
2. **Team Experience.** Provide team experience information on specific projects of this type and size. Discuss the major challenges, lessons learned, and methods for effective design management.
3. **Design Approach and Key Considerations.** Provide a narrative on how your team will approach this project and what key considerations influenced your approach. Discuss IT challenges as well as sustainability options.
4. **Key Members.** Use the Team Matrix form (**Attachment D**) and list the key members of the team.
5. **Scope, Schedule, Key Milestones.** For the Civic Community Campus project, provide the scope of work, schedule and highlight key milestones related to design completion and post design in support of construction.
6. **Community Outreach.** Describe your approach to community outreach/design charrette for the Civic Community Camps project.
7. **Sealed Fee Proposal.** Fee proposal shall be based on the following and by phases of design:
 - Option C site plan
 - Base Scope (Programming, master site plan, circulation plan, 100% schematic design for all buildings, post design services)
 - Option 1 Scope (Complete design for Police and Fire facilities if City determines DBB)
 - Option 2 Scope (Complete criteria documents for Police and Fire facilities if City determines DB)

(Note: We have selected Option C for cost estimating purposes. By time of contract negotiations, a site plan is expected to be selected and appropriate modifications will be requested of the team to inform final negotiated fee.)

Fourteen (14) copies of items 1-6 referenced in Section VI along with 1 copy of the Sealed Fee Proposal, item 7, must be submitted at the time of each team's interview and clearly marked: Scope Proposal and Sealed Fee Proposal for Measure W – Community Civic Campus Program.

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

Submission of this information indicates acceptance by the firm of the conditions contained in this Request for Proposals with Sealed Fee unless clearly and specifically noted in the submittal and confirmed in the contract between the City of South San Francisco and the firm selected.

VII. General RFP Conditions

1. City Review of Proposals. The City of South San Francisco reserves the right to reject any and all proposals, cancel all or part of this RFP, and waive any minor irregularities and to request additional information from proposing financial institutions. Do not contact any City of South San Francisco officer or official, employee, vendor or customer to gather information regarding this RFP. All proposals and material submitted will become the property of the City of South San Francisco and will not be deemed confidential or proprietary. The City of South San Francisco reserves the right to award in whole or in part, by item or group of items, when such action serves the best interests of the City. Submission of this RFP and participation in the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the firm/team. The City's standard form of consultant agreement will form the basis of the contract between the parties.

2. RFP Questions. All questions must be forwarded directly to the Program Manager, Dolores Montenegro, Kitchell CEM via email at dmontenegro@kitchell.com or by phone at 650-554-9286.

3. No Discrimination. By submitting a proposal, the interested party represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition.

4. No Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Additionally, Consultant shall not employ any City employee or City official in the work performed pursuant to this RFP. No officer or employee of City shall have any financial interest in the proposed RFP that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the preparation of this RFP or the forming of a proposed Agreement. Consultant understands that, if the RFP results in an Agreement being made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant said Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant.

Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California. **See Attachment E.**

ATTACHMENT A

EXAMPLE ARCHITECTURAL SCOPE OF SERVICES

Table of Articles:

0.0	GENERAL
1.0	PROJECT ADMINISTRATION SERVICES
2.0	EVALUATION AND PLANNING SERVICES
3.0	DESIGN SERVICES
4.0	CONSTRUCTION PROCUREMENT SERVICES
5.0	CONTRACT ADMINISTRATION SERVICES
6.0	ADDITIONAL SERVICES

0.0 GENERAL

ARCHITECT shall provide architectural design services for the construction of the proposed new Community Civic Campus comprised of three (3) separate buildings including a potential parking structure and associated site work. The new Community Civic Campus includes: an approximate 87,000-92,000 square foot Library and Recreation Center with an anticipated variety of uses located on an approximate 7.9-acre site located at the northeast corner of El Camino and Chestnut Avenue. An approximate 44,000-49,000 square feet new Police station including Information Technology (IT) and Human Resources (HR) located at the northeast corner of Chestnut and Antoinette. This building would include police administration, operations, investigations and support services, emergency dispatch (911), as well as an IT and HR office suites. Fire station 63 located at the southeast corner of Arroyo and Camaritas would be replaced with construction of a new approximate 7,250-square-foot fire station, at grade facility within the existing footprint of the Municipal Services Building (MSB) site, (hereinafter "PROJECT").

- 0.1** The performance of all services by ARCHITECT shall be to the reasonable satisfaction of the CITY, in accordance with the express terms hereof, including but not limited to the terms set out in detail in the Scope of Services provisions and the standard of care contained therein.
- 0.2** All of the services to be furnished by the ARCHITECT under this AGREEMENT from the inception of the AGREEMENT until termination of the AGREEMENT shall meet the professional standard and quality, which prevail among licensed architects of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances. All documentation prepared by ARCHITECT shall provide for a completed PROJECT that conforms to all applicable codes, rules, regulations and guidelines, which are expected to be in force at the time such Project is built.
- 0.3** ARCHITECT shall coordinate this scope of all services with the CITY as the PROJECT's designated manager of this Scope of Services and CITY's separate consultants and contractors as needed or as directed by CITY.
- 0.4** All meetings to coordinate the preparation and review of all Design Documents shall be documented by ARCHITECT. Copies of such documentation shall be provided to the CITY within seven (7) days of each meeting, and as directed by the CITY, to other appropriate agencies and entities. All responses to comments shall be coordinated through the CITY. ARCHITECT shall make design changes and/or take direction based on either (1) distributed written ARCHITECT/CITY meeting notes, upon which CITY shall have an opportunity to comment and correct, prior to ARCHITECT taking action based on such meeting notes, or (2) based on direct written authorization from the CITY.

- 0.5** CITY shall provide direction of the design process to the ARCHITECT. The ARCHITECT shall be directed to prepare all design documents necessary for development of the Measure W – Community Civic Campus. General direction to the ARCHITECT shall be to prepare all Design Documents in a manner consistent in design, utility, quality of the final approved Program Plan ("Program"), and achieve a LEED rating or other sustainability standard, as established and/or determined by CITY.

The CITY shall approve in writing the following documents that may also include Life Cycle Cost Analysis and Cost Estimates as described in the deliverables for each phase:

- (1) Conceptual Design/Campus Master Plan
- (2) Final Space Programming
- (3) 50% Schematic Design all buildings
- (4) Criteria Documents for Design Build (DB) Procurement of Police and Fire, if directed by CITY

The following deliverables shall apply to the Library/Recreation Facility, as well as Police and Fire, if design bid build is selected

- (5) 100% Schematic Design Documents;
- (6) 50% Completion of Design Development Documents;
- (7) 100% Completion of Design Development Documents;
- (8) 50% Completion of Construction Documents;
- (9) 90% Completion of Construction Documents; and
- (10) 100% Construction Documents.

1.0 PROJECT ADMINISTRATION SERVICES

- 1.1** The ARCHITECT shall manage the design consultants and administer the PROJECT. The ARCHITECT shall consult with the CITY, research applicable design criteria, and standards, attend PROJECT meetings, communicate with members of the PROJECT team and issue progress reports.
- 1.2** When PROJECT requirements have been identified to the satisfaction of the CITY, the ARCHITECT shall prepare, and periodically update, a PROJECT Work Plan on a computerized scheduling program that shall identify all major tasks required of the ARCHITECT, and the ARCHITECT's subconsultant's, and milestone dates for decisions required of the CITY, deliverables furnished by the ARCHITECT, completion of documentation provided by the ARCHITECT, commencement of construction and Substantial Completion of the Work. The PROJECT Work Plan shall be developed jointly by the ARCHITECT and CITY's Project Program Manager (hereinafter "PROGRAM MANAGER") with the ARCHITECT as lead consultant for scheduling work related to PROJECT design services.
- 1.3** The ARCHITECT, in consultation with the CITY and PROGRAM MANAGER, shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the PROJECT.
- 1.4** Upon request of the CITY, the ARCHITECT shall make presentations to explain the design of the PROJECT to representatives of the CITY.
- 1.5** The ARCHITECT shall submit design documents to the CITY at intervals appropriate to the design process for purposes of evaluation and approval by the CITY. The ARCHITECT shall be entitled to rely on approvals received from the CITY in the further development of the design.

- 1.6** The ARCHITECT shall assist the CITY in connection with the CITY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the PROJECT including, but not limited to, building, fire, and engineering.
- 1.7** The ARCHITECT shall coordinate with and assist the CITY's Building Commissioning Consultant in its implementation of the Building Commissioning Plan. That plan shall result in full compliance with any subsequent LEED or sustainability standards, as determined by the CITY, for full documentation of building commissioning. In particular, it will structure and document the full initiation, testing, operational instruction, and record documentation of all building systems.
- 1.8 EVALUATION OF BUDGET AND COST OF THE WORK**
- 1.8.1** During the design phases of the PROJECT, defined as, Schematic Design, Design Development and Construction Document preparation, the ARCHITECT shall prepare:
- 1.8.1.1** A Life Cycle Cost Analysis manual showing a comparative cost analysis for the different materials and building systems proposed for use in the PROJECT. The analysis should include costs for Design, Construction, Maintenance, Operations and Disposal or Salvage of proposed materials and building systems, as described in Section 3.0 Design Services.
- 1.8.1.2** Estimates of the Cost of the Work, and/or estimate updates, as described in Section 3.0 Design Services. The ARCHITECT shall consult with the PROGRAM MANAGER to assist in reconciling the ARCHITECT's and PROGRAM MANAGER's estimates of the Cost of Work. The ARCHITECT shall advise the CITY of any adjustments to previous estimates of the Cost of Work indicated by changes in PROJECT requirements or general market conditions.
- 1.8.2** If the ARCHITECT's estimate of the Cost of the Work, as reviewed and approved by the CITY, exceeds the Project Budget, the ARCHITECT shall, in consultation with the PROGRAM MANAGER, make appropriate recommendations to the CITY to adjust the PROJECT's scope and/or quality to meet the fixed cost limit established by the Project Budget. The CITY shall work with the ARCHITECT, in consultation with the PROGRAM MANAGER, in making such adjustments. Once a list of scope and/or quality adjustments have been agreed upon with the CITY, the ARCHITECT shall revise the Design Documents, defined as Schematic Design, Design Development and Construction Documents described in Section 3.0 Design Services, to meet the fixed cost limit established by the Project Budget.
- 1.8.3** Evaluations of the CITY's budget for the PROJECT, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the ARCHITECT represent the ARCHITECT's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ARCHITECT nor the CITY has control over the cost of labor, materials or equipment, over ARCHITECT's methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, the ARCHITECT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY's budget for the PROJECT or from any estimate of the cost of the Work or evaluation prepared or agreed to by the ARCHITECT.

1.8.4 In preparing estimates of the Cost of the Work, the ARCHITECT, in consultation with the CITY and PROGRAM MANAGER, shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Construction Documents; to make reasonable adjustments in the scope of the PROJECT as agreed upon by CITY; and to include in the Contract Documents additive and deductive bid alternates to adjust the Construction Cost to the fixed limit established by the Project Budget at the time of bid award.

1.8.5 If the fixed limit of Construction Cost for the PROJECT as determined by the Project Budget is exceeded by more than 5% of the lowest responsive bid or bids, the CITY may, at their discretion:

- a. give written approval of an adjustment in the Project Budget;
- b. authorize re-bidding the PROJECT or a portion of the PROJECT within a reasonable time;
- c. direct the ARCHITECT to revise the Construction Documents as necessary to bring the Construction Cost within the Project Budget.

If the CITY directs the ARCHITECT to revise the Construction Documents, the ARCHITECT shall, with dispatch, modify the documents as necessary to bring the Construction Cost within the Project Budget.

2.0 EVALUATION AND PLANNING SERVICES

2.1 Upon written authorization from the CITY, the ARCHITECT shall coordinate and participate in a Civic Campus and Sustainability goals setting charrette. With follow-up review, the results of the charrette shall be utilized to develop a scheme describing the architectural vocabulary of the campus and the specific approach and method to accomplish CITY's design standards, sustainability goals, and performance standards.

2.2 ARCHITECT shall provide a preliminary evaluation of the information furnished by the CITY under this AGREEMENT, including the CITY's initial program and schedule requirements, the preliminary LEED Project Scorecard – "LEED Credit Summary", and/or other sustainability standards, and budget for the Cost of the Work, each in terms of the other. The ARCHITECT shall review such information to ascertain that it is consistent with the requirements of the PROJECT and shall notify the CITY of any other information that may be reasonably needed for the PROJECT.

2.3 ARCHITECT shall meet with CITY user groups and perform a review and design evaluations of initial programming efforts. ARCHITECT shall establish appropriate guidelines around and within which the Project design is to be completed. Identify design issues relating to functional needs, directives and constraints. Review all data pertinent to the Project including initial planning, circulation, programming, surveys, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by CITY.

3.0 DESIGN SERVICES

3.1 The ARCHITECT's design services shall include normal civil, including off-site and onsite utilities, and structural, mechanical, electrical and plumbing engineering services as well as the consulting services of additional special consultants, including but not limited to landscape, graphic/signage, structural, lighting, technology, interior design, signage/graphics beyond code/regulatory, branding/logo design, and cost estimating.

3.2 SCHEMATIC DESIGN DOCUMENTS

3.2.1 Upon written authorization from the CITY, the ARCHITECT shall provide all services necessary for the preparation of Schematic Design Documents based on the CITY's program, schedule, achieving LEED rating and/or sustainability goals to be determined by the CITY, and budget for the Cost of the Work (hereinafter "SCHEMATIC DESIGN DOCUMENTS"). The documents shall establish the conceptual design of the PROJECT illustrating the scale and relationship of the PROJECT components. The SCHEMATIC DESIGN DOCUMENTS shall include a conceptual site plan of the on-site and off-site work, preliminary building plans, sections including the context, elevations including the context and colored plan diagrams showing programmed uses and circulation. The SCHEMATIC DESIGN DOCUMENTS shall include study models, perspective sketches, electronic modeling or combinations of these media and preliminary LEED Project scorecard and/or sustainability goals, as determined by the CITY. Preliminary selections of major building systems and construction materials shall be described in a narrative outline specification.

3.2. Based on the program and "SCHEDULE OF PERFORMANCE" to be prepared by the Master Campus Architect, the ARCHITECT shall prepare detailed written statements of design criteria for civil (inclusive of onsite and offsite), structural, mechanical, plumbing, electrical, fire protection, acoustical, landscape, lighting, security and data/telecom systems. For each discipline, these statements shall include, but not be limited to:

- a. Design criteria required by the Program, building design and/or code and/or LEED Rating requirements and/or sustainability goals to be determined by the CITY, identification of preliminary design loads and performance criteria.
- b. Documents shall identify preliminary space requirements for structural and building enclosure systems, preliminary space requirements for all mechanical systems and other equipment, and points of connection for utilities.
- c. Coordination of major Mechanical, Electrical, Plumbing (hereinafter "MEP") and Information Technology Systems and building structure shall be resolved.

3.2.3 At the completion of 100% SCHEMATIC DESIGN DOCUMENTS, the ARCHITECT shall furnish four (4) sets of the following deliverables to the CITY:

- a. 100% SCHEMATIC DESIGN DOCUMENTS.
- b. Reconciled 100% Schematic Design Phase estimate of the Cost of the Work as described in Section 1.7.
- c. A room schedule summary that meets the Program requirements.

d. LEED Credit Summary form, if direction provided to pursue LEED standard.

3.2.4 During Task 3.2, ARCHITECT shall conduct _____ meetings in South San Francisco, and make _____ presentation(s) of Schematic Design Documents to the Community in South San Francisco.

3.3 DESIGN DEVELOPMENT DOCUMENTS

3.3.1 Upon written authorization from the CITY, the ARCHITECT shall provide all services necessary for the preparation of Design Development Documents based on the CITY's Program, LEED Rating or Sustainability Goals, Project Schedule, and Project Budget, as well as the post-Schematic Additional Architectural Services (hereinafter "DESIGN DEVELOPMENT DOCUMENTS"). The DESIGN DEVELOPMENT DOCUMENTS shall establish the detailed design of the PROJECT defining the scale materials, relationship of the PROJECT components and LEED Rating and/or Sustainability Goals achievement. The DESIGN DEVELOPMENT DOCUMENTS shall include, but not be limited to: a site plan of the on-site and off-site work including landscape design; building floor plans; building and wall sections; elevations; interior plans and showing alternate room layouts and circulation; reflected ceiling plans; interior finish schedule; preliminary door schedule; and typical exterior and interior details. For purposes of presentation to the CITY, the ARCHITECT shall prepare study models, perspective sketches, electronic modeling or combinations of these media as required. Building systems and construction materials shall be described in the drawings and through a preliminary specification, incorporating LEED Rating and/or Sustainability specifications and following the format established by the Construction Specification Institute.

3.3.2 The ARCHITECT shall prepare plans and preliminary specifications for civil, structural, mechanical, plumbing, electrical, fire protection, acoustical, lighting, security, data/telecom, graphic, commissioning and all LEED Rating and/or Sustainability Goals related systems. For each discipline, the work shall include, but not be limited to: DESIGN DOCUMENTS to fix and describe the building size, character, material and systems as may be appropriate. Plans and sections shall identify preliminary sizing & layout for structural and building enclosure systems, preliminary sizing and layout requirements for all mechanical systems and other equipment, and points of connection for utilities. Coordination of mechanical, electrical, plumbing, fire protection and information technology systems with building structure and architectural elements shall be resolved.

3.3.3 The ARCHITECT shall prepare sample boards of all visible exterior materials, including hardscape and interior finishes.

3.3.4 The ARCHITECT shall prepare and organize in 8½" x 11" format cut sheets of all visible built-in lighting, Mechanical, Electrical, and Plumbing ("MEP") equipment and fixtures to be updated on a regular basis subsequent to Design Development.

3.3.5 At the completion of 50% DESIGN DEVELOPMENT DOCUMENTS and "SCHEDULE OF PERFORMANCE" to be prepared by the Master Campus Architect, the ARCHITECT shall furnish a letter or an updated estimate, which includes an accounting of the items identified in the Schematic Value Engineering exercise, confirming the estimated Cost of the Work remains within the Project Budget.

3.3.6 At the completion of 50% DESIGN DEVELOPMENT DOCUMENTS and “SCHEDULE OF PERFORMANCE” to be prepared by the Master Campus Architect, the scope of the PROJECT shall be defined to a level of detail consistent with typical architectural practice for this phase of Design Services. At the completion of the 50% DESIGN DEVELOPMENT DOCUMENTS, the ARCHITECT shall furnish four sets of the following deliverables to the CITY:

- a. 50% DESIGN DEVELOPMENT DOCUMENT Drawings and Specifications;
- b. 50% Design Development Phase estimate of the Cost of the Work including Life Cycle Cost Analysis as described in Section 1.7; and
- c. A room schedule confirming substantial conformance to the previously approved Program.
- d. Updated LEED Credit Summary Form and/or Sustainability Report.

3.3.7 At the completion of 100% DESIGN DEVELOPMENT DOCUMENTS and “SCHEDULE OF PERFORMANCE” to be prepared by the Master Campus Architect, the documents shall be fully coordinated and shall include no scope adjustments to the 50% submittal unless agreed to by the CITY as part of the cost reconciliation process. The ARCHITECT shall furnish four sets of the following deliverables to the CITY:

- a. 100% DESIGN DEVELOPMENT DOCUMENTS reconciled to meet the Project Budget;
- b. 100% Design Development Phase estimate of the Cost of the Work reconciled to meet the Project Budget as described in Section 1.7 including Life Cycle cost Analysis;
- c. Sample boards as described in 3.3.3 (three sets only);
- d. Binders with cut sheets as described in 3.3.4; and
- e. A room schedule confirming substantial conformance to the previously approved Program.
- f. Updated LEED Credit Summary Form or Sustainability Report.

3.3.8 ARCHITECT shall conduct ____ meetings in South San Francisco during Task 3.3, ____ in conjunction with submittal of 50% complete design documents, and ____ presentation(s) to the Community after submittal of 100% complete design documents.

3.4 CONSTRUCTION DOCUMENTS

- 3.4.1** Upon written notice from the CITY, and based on the DESIGN DEVELOPMENT DOCUMENTS and Estimate of the Cost of the Work approved by CITY, and any further adjustments in the scope or quality of the PROJECT or in the construction budget as approved by the CITY, the ARCHITECT shall prepare Construction Documents consisting of Drawings, Technical Specifications and Final LEED Scorecard, LEED Specifications, and/or Sustainability Goals that set forth in detail the requirements for the construction of the PROJECT, establishing the quality levels of materials and systems and coordinating all the elements required for the PROJECT (hereinafter "CONSTRUCTION DOCUMENTS").
- 3.4.2** The ARCHITECT shall submit progress sets of the CONSTRUCTION DOCUMENTS and LEED Scorecard update and/or sustainability standards for CITY review at 50% and at 90% completion. The CITY shall provide the ARCHITECT with formal review comments in writing at 50% and 90% completion of CONSTRUCTION DOCUMENTS. The ARCHITECT shall respond in writing and revise the documents accordingly.
- 3.4.3** The ARCHITECT shall prepare Estimates of the Cost of the Work at 50% completion of CONSTRUCTION DOCUMENTS and at 90% completion of CONSTRUCTION DOCUMENTS. The ARCHITECT shall participate in reviews and reconciliation of the Estimates as set forth in Section 1.7.
- 3.4.4** At an appropriate stage of completion of the CONSTRUCTION DOCUMENTS, the ARCHITECT shall provide to CITY structural and energy calculations.
- 3.4.5** During the development of the CONSTRUCTION DOCUMENTS, the ARCHITECT shall assist the CITY and PROGRAM MANAGER in the preparation of bidding and procurement documents.
- 3.4.6** The ARCHITECT shall be responsible for developing, coordinating and producing the CONSTRUCTION DOCUMENT, which includes portions of Division One and Divisions Two through Sixteen of the CONTRACTOR(S) Contract Documents.
- 3.4.7** The ARCHITECT shall file any and all documents required for PROJECT approval by governmental authorities having jurisdiction over the PROJECT, including onsite and offsite permits.
- 3.4.8** At each of the completion milestones described in Section 3.4.2 above, the ARCHITECT shall furnish the four (4) sets of the CONSTRUCTION DOCUMENTS consisting of Drawings and Technical Specifications at no additional cost to the CITY. Additionally, a set of reproducible with half-size Drawings shall be delivered to a blueprint facility in South San Francisco as identified by the CITY.
- 3.4.9** During Task 3.4, ARCHITECT shall conduct xxx meetings in South San Francisco, and xx presentation to CITY staff.

4.0 CONSTRUCTION PROCUREMENT SERVICES

- 4.1** The CITY has retained a PROGRAM MANAGER to assist the CITY in the procurement of PROJECT construction services. The ARCHITECT will assist the CITY and PROGRAM MANAGER as described below.
- 4.2** The ARCHITECT shall assist the PROGRAM MANAGER and CITY in the preparation of the bid documents consisting of bid requirements and portions of Division 1 (Special Provisions) and Divisions Two thru Sixteen, as well as incorporation of LEED and/or Sustainability requirements. Preparation of the Technical Specifications and Drawings shall be the ARCHITECT's primary responsibility.
- 4.3** At the time of Bid and for each Addendum, the ARCHITECT shall furnish the following sets of the CONSTRUCTION DOCUMENTS consisting of Drawings and Technical Specifications at no additional cost to the CITY: Four sets shall be delivered to the PROGRAM MANAGER. Additionally, a set of 8 ½ x 11 reproducibles and one full-size and one half-size set of reproducible Drawings shall be delivered to a blueprint facility in South San Francisco as identified by the CITY and one electronic file.
- 4.4** The CITY will coordinate the reproduction and distribution of the Bid Documents, including the CONSTRUCTION DOCUMENTS.
- 4.5** The ARCHITECT shall prepare responses to questions the CITY receives from prospective bidders and prepare clarifications and interpretations of the Bid Documents, including the CONSTRUCTION DOCUMENTS, in the form of Addenda for distribution by CITY and PROGRAM MANAGER.
- 4.6** The ARCHITECT shall participate with the PROGRAM MANAGER and CITY in pre-bid conferences with prospective bidders in South San Francisco.
- 4.7** The ARCHITECT shall prepare a set of Conformed CONSTRUCTION DOCUMENTS between the date of the bid award and the CONTRACTOR(S)'s notice to proceed which incorporates the Addenda issued during the bid period.
- 4.8** The ARCHITECT shall furnish four (4) sets of the Conformed CONSTRUCTION DOCUMENTS to the CITY. Additionally, a set of 8 ½ x 11 reproducibles and one with full-size and one half-size set of reproducible Conformed CONSTRUCTION DOCUMENTS shall be delivered to a blueprint facility in South San Francisco as identified by the CITY.
- 4.9** The CITY coordinate the reproduction and distribution of the Conformed CONSTRUCTION DOCUMENTS.

5.0 CONTRACT ADMINISTRATION SERVICES

5.1 GENERAL ADMINISTRATION

- 5.1.1** The ARCHITECT shall provide administration of the Contracts for Construction in cooperation with the PROGRAM MANAGER as set forth below and in the General Conditions of the Contract for Construction. The ARCHITECT's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, the CONTRACTOR(S), or the CITY's separate contractors.

- 5.1.2** ARCHITECT shall coordinate with and assist the City's Commissioning Consultant in its implementation of the Building Commissioning Plan. That plan shall result in full compliance with the LEED standard for full documentation of building commissioning. In particular, it will structure and document the full initiation, testing, operational instruction, and record documentation of all building systems.
- 5.1.3** The ARCHITECT shall have authority to act on behalf of the CITY only to the extent provided in this AGREEMENT unless otherwise modified by written amendment to this AGREEMENT executed by the CITY and ARCHITECT. The duties, responsibilities and limitations of authority of the ARCHITECT under this Section 5 shall not be restricted, modified or extended without written agreement of the CITY and ARCHITECT.
- 5.1.4** Except as otherwise provided in this AGREEMENT or when the CITY has specially authorized direct communications, the ARCHITECT shall communicate with the CONTRACTOR(S) through the PROGRAM MANAGER about matters arising out of or relating to the Contract for Construction. Communication from the CONTRACTOR(S) to the ARCHITECT will be managed and coordinated by the PROGRAM MANAGER. Communications by and with the ARCHITECT's consultants shall be through the ARCHITECT, unless specifically authorized otherwise.
- 5.1.5** The ARCHITECT's responsibility to provide the Contract Administration Services under this AGREEMENT shall commence with the award of the initial Contract for Construction and shall terminate upon the issuance to the CITY of the Final Certificate for Payment to the last CONTRACTOR. However, the ARCHITECT shall be entitled to Additional Services in accordance with Section 6 when Contract Administration Services extends beyond 90 days after the Substantial Completion date.
- 5.1.6** The ARCHITECT shall review and evaluate, in cooperation with the PROGRAM MANAGER and CITY, substitution requests proposed by the CONTRACTOR(S) if received in the manner and within the time required by the Contract for Construction.
- 5.1.7** The ARCHITECT shall review and respond to timely requests from the CONTRACTOR(S) through the PROGRAM MANAGER for additional information regarding the CONSTRUCTION DOCUMENTS prepared in the format defined in the PROJECT Manual. A properly prepared request for additional information shall include a detailed written statement indicating the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. Upon receipt of a request for additional information, the ARCHITECT shall respond in a timely fashion per Section 5.1.1.
- 5.1.8** If deemed appropriate by the ARCHITECT and PROGRAM MANAGER, the ARCHITECT shall prepare supplemental Drawings and Technical Specifications in response to properly prepared requests for information by the CONTRACTOR(S).
- 5.1.9** Interpretations and decisions of the ARCHITECT shall be consistent with the intent of and reasonably inferable from the CONSTRUCTION DOCUMENTS and shall be in writing or in the form of drawings. The ARCHITECT shall assist the PROGRAM MANAGER in the review of the CONTRACTOR(S)'s performance related to the intent and requirements of the CONSTRUCTION DOCUMENTS.
- 5.1.10** The ARCHITECT shall assist the PROGRAM MANAGER in rendering initial

determinations on claims, disputes or other matters in question between the CITY and CONTRACTOR(S) as provided in the CONSTRUCTION DOCUMENTS and Contracts for Construction.

5.2 EVALUATIONS OF THE WORK

- 5.2.1** The ARCHITECT shall at all times have access to the Work wherever it is in preparation or progress.
- 5.2.2** The ARCHITECT shall visit the site at intervals appropriate to the stage of construction, approximately once per week as required by construction; to become familiar with and to keep the CITY informed about the progress and quality of the portion of the Work completed; to guard the CITY against defects and deficiencies in the Work; and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the CONSTRUCTION DOCUMENTS. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ARCHITECT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connections with the Work, since these are solely rights and responsibilities of the CONTRACTOR(S) under the CONSTRUCTION DOCUMENTS.
- 5.2.3** The ARCHITECT shall report in writing to the CITY and PROGRAM MANAGER known deviations from the CONSTRUCTION DOCUMENTS. However, the ARCHITECT shall not be responsible for the CONTRACTOR(S)'s failure to perform the Work in accordance with the requirements of the CONSTRUCTION DOCUMENTS. The ARCHITECT shall be responsible for the ARCHITECT's acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the CONTRACTOR(S), subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 5.2.4** The ARCHITECT shall have authority, after notifying the PROGRAM MANAGER and CITY, to reject Work that does not conform to the CONSTRUCTION DOCUMENTS. Rejection of Work shall be in writing. Whenever the ARCHITECT considers it necessary or advisable for the implementation of the intent of the CONSTRUCTION DOCUMENTS, the ARCHITECT will have authority, upon written authorization from the CITY, to require inspection or testing of the Work in accordance with the provisions of the CONSTRUCTION DOCUMENTS, whether or not such Work is fabricated, installed or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the PROGRAM MANAGER, CONTRACTOR(S), subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

5.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR(S)

- 5.3.1** Based on the ARCHITECT's observations and evaluations of each Application for Payment, the ARCHITECT shall, in cooperation with the PROGRAM MANAGER, review the amounts due to the respective CONTRACTOR(S) within five (5) calendar days of receipt. In the event ARCHITECT rejects all or a portion of Contractor's application for payment, ARCHITECT shall provide the CITY with written reasons for such rejection within five (5) calendar days of ARCHITECT's receipt. The PROGRAM MANAGER shall process for the CITY's approval the review and certification by the ARCHITECT of each Application for Payment.
- 5.3.2** The ARCHITECT's review shall constitute a representation to the CITY that, to the best of the ARCHITECT's knowledge, information and belief, the Work has progressed to the point of completion indicated and that the quality of the Work is in accordance with the CONSTRUCTION DOCUMENTS. The ARCHITECT's review shall be based on site observations, and on the data comprising the CONTRACTOR(S)'s Application for Payment. The foregoing representations are subject to an evaluation of the Work for conformance with the CONSTRUCTION DOCUMENTS upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the CONSTRUCTION DOCUMENTS prior to completion, and to specific qualifications expressed by the ARCHITECT.
- 5.3.3** The issuance of a Certificate for Payment shall not be a representation that the ARCHITECT has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; reviewed construction means, methods, techniques, sequences or procedures; reviewed copies of requisitions received from subcontractor(s) and material suppliers and other data requested by the CITY to substantiate the CONTRACTOR(S)'s right to payment; or ascertained how or for what purpose the CONTRACTOR(S) has used money previously paid on account of the Contract Sum.

5.4 SUBMITTALS

- 5.4.1** The ARCHITECT shall review and approve, or take other appropriate action, upon the CONTRACTOR(S)'s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the CONSTRUCTION DOCUMENTS. The ARCHITECT's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, CONTRACTOR(S) or CITY's separate contractors, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. In no event shall such review for any item exceed twenty-one (21) days. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the CONTRACTOR(S) as required by the CONSTRUCTION DOCUMENTS. The ARCHITECT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT, of any construction means, methods, techniques, sequences or procedures. The ARCHITECT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 5.4.2** The ARCHITECT shall maintain a record of all submittals and copies of submittals supplied by the CONTRACTOR(S) and all ARCHITECT responses to such submittals.

5.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the CONTRACTOR(S) by the CONSTRUCTION DOCUMENTS, the ARCHITECT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the CONTRACTOR(S) shall bear such professional's written approval when submitted to the ARCHITECT. The ARCHITECT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

5.5 CHANGES IN THE WORK

5.5.1 The ARCHITECT shall review or take other appropriate action on those Construction Change Authorizations prepared by the PROGRAM MANAGER and approved by the CITY that effect the interpretation of the design set forth in the CONSTRUCTION DOCUMENTS. If necessary, the ARCHITECT shall prepare Drawings and Specifications for the PROGRAM MANAGER's distribution to describe Work to be added, deleted or modified.

5.5.2 The ARCHITECT shall review and sign Change Orders prepared by the PROGRAM MANAGER for CITY approval and execution in accordance with the Contract for Construction and CONSTRUCTION DOCUMENTS. If necessary, the ARCHITECT shall prepare Drawings and Specifications for the PROGRAM MANAGER's distribution to describe Work to be added, deleted or modified.

5.5.3 In the event of written, CITY directed, changes to the scope of Work described in the CONSTRUCTION DOCUMENTS, the ARCHITECT shall prepare Drawings and Specifications to describe Work to be added, deleted or modified.

5.5.4 The ARCHITECT shall, in cooperation with the PROGRAM MANAGER, review properly prepared, timely requests by the CITY or CONTRACTOR(S) for Changes in the Work, which affects the intent of the design set forth in the CITY, approved CONSTRUCTION DOCUMENTS, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a Change in the Work shall be accompanied by sufficient supporting data and information to permit the ARCHITECT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the ARCHITECT determines that requested Changes in the Work are not materially different from the requirements of the CONSTRUCTION DOCUMENTS, the ARCHITECT may issue supplemental instructions or recommend to the CITY that the requested change be denied.

5.5.5 If the ARCHITECT, in cooperation with the PROGRAM MANAGER, determines that implementation of the requested changes to the design intent set forth in the CITY approved CONSTRUCTION DOCUMENTS would result in a material change to the CONSTRUCTION DOCUMENTS that may cause an adjustment in the Contract Time or Contract Sum, the ARCHITECT shall make a recommendation to the CITY, who may authorize further investigation of such change.

5.5.6 The ARCHITECT shall maintain records relative to all changes in the Work that effect the CITY approved CONSTRUCTION DOCUMENTS.

5.6 PROJECT COMPLETION/CLOSEOUT

- 5.6.1** The ARCHITECT shall, in cooperation with the PROGRAM MANAGER, conduct inspections to determine, in their opinion, the date or dates of Substantial Completion and the date of Final Completion, as defined in the Contract for Construction. These inspections shall be conducted with the CITY and the PROGRAM MANAGER to check conformance of the Work with the requirements of the CONSTRUCTION DOCUMENTS and to verify the accuracy and completeness of the list submitted by the CONTRACTOR(S) of Work that remains to be completed or corrected.
- 5.6.2** The ARCHITECT shall review records, written warranties and related documents required by the CONSTRUCTION DOCUMENTS to be submitted by the CONTRACTOR(S) for Substantial Completion and Final Completion.
- 5.6.3** The ARCHITECT shall file with the CITY and PROGRAM MANAGER a written certification of completion, at both the Substantial Completion and Final Completion stages. Such certificates shall be based upon ARCHITECT's inspection, knowledge, information and belief and shall indicate whether the Work complies, or does not comply, with all the requirements of the Contract for Construction and the CONSTRUCTION DOCUMENTS.

6.0 ADDITIONAL SERVICES

Additional Services are defined as services not included in base scope. Exceptions or exclusions shall be identified in final scope and fee.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
NAME OF CONSULTANTS**

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco ("City") and ("Consultant") (together sometimes referred to as the "Parties") as of (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, attached hereto and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on , the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed , notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours, which shall include an estimate of the time necessary to complete the work described in **Exhibit A**;
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. City shall have no obligation to pay invoices submitted ninety (90) days past the performance of work or incurrence of cost.

2.3 **Final Payment.** City shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown in Exhibit A.

- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed [REDACTED]. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as may be amended, and is exempt from withholding. Contractor accepts sole responsible for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors as required by law.

- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve

incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide Certificates of Insurance, attached hereto and incorporated herein as **Exhibit B**, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and under forms of insurance satisfactory, in all respects, to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s).

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator (as defined in Section 10.9). The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 Wasting Policy. No insurance policy required by Section 4 shall include a "wasting" policy limit.

4.4.8 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including

but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of what-so-ever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.
- 9.4 **Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals

received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City, its agents and employees, from any judgment, fines, penalties, and award of attorneys fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

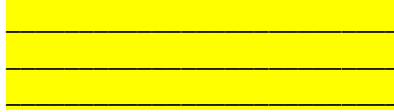
- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County San Mateo or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

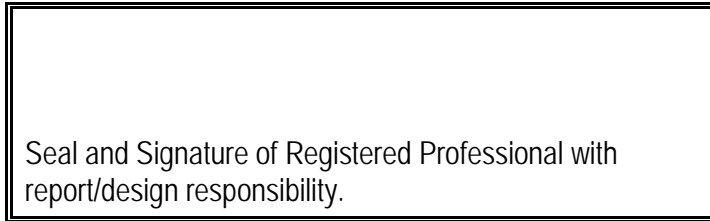
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by [REDACTED] ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows: Consultant [REDACTED]



City:

City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 **Integration.** This Agreement, including all Exhibits attached hereto, and incorporated herein, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 **Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOUTH SAN FRANCISCO

Consultants

City Manager

NAME:

TITLE:

Attest:

Krista Martinelli, City Clerk

Approved as to Form:

City Attorney

2051688.4

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
INSURANCE CERTIFICATES

ATTACHMENT C

Measure W – Community Civic Campus Project Master Campus Architectural Services Interview Information

The interview will provide an opportunity for your team to make the case for why you should be selected. The interview will consist of a twenty (25) minute presentation by your team, followed by a twenty (20) minute question and answer period by the panel. Please anticipate 5 minute for set up and 10 minutes for departure.

The interview panel will rate your team based on a scoring system that assesses individual and team experience, the team's understanding of and approach to architectural design of a civic campus with a strong sense of connectivity to its environment, and the interview itself. See below for scoring criteria and weighting.

Rating Criteria	Score (100 pts total)
Individual Experience	/20
Team's Relevant Project Experience	/35
Project Understanding and Approach	/25
Presentation at Interview	/20
Total	/100

What to bring to Interview:

- 14 copies of Proposal and Powerpoint Presentation
- One (1) sealed envelope with a detailed scope and fee proposal
- Laptop loaded with Powerpoint Presentation and any other presentation materials you would like to share with the interview panel.

Key interview participants encouraged to attend:

- Principal-in-Charge
- Project Manager
- Architect(s)/Planner(s) responsible for master site plan, multi-modal circulation plan
- Architect(s) responsible library/recreation, police, fire building design
- Experts in IT, sustainability design, community outreach, Design-Build.

(Note: It is up to the team as to who should come and how many. The list above simply identifies who we think are key team members.)

Key topics for presentation:

- Team experience on specific projects of this type and size. Discuss the major challenges and lessons learned and methods for effective project management.
- Scope, schedule, key milestones for the Civic Community Campus project.
- Approach to community outreach/design charrette for the Civic Community Camps project.
- Scope and milestones related to post design efforts (DB performance criteria, project close out, architect support through construction) for the Civic Community Campus project .

Please be prepared to answer questions from the panel. Questions are not preset.

ATTACHMENT D

**MEASURE W - COMMUNITY CIVIC CENTER MASTER CAMPUS ARCHITECT
EXAMPLE TEAM MATRIX**

Team Name: _____

Team Member Name	Firm	Principal In Charge	Master Campus Architect	Project Manager	Library/Recreation	Fire	Police	Community Outreach	Multi-Modal Circulation	Sustainability	Construction / Contract Admin / Closeout	Design-Build Criteria
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												

ATTACHMENT E

NONCOLLUSION AND NO CONFLICT OF INTEREST STATEMENT AFFIDAVIT

MEASURE W – COMMUNITY CIVIC CAMPUS PROGRAM

MASTER CAMPUS ARCHITECTURAL SERVICES

_____, being first duly sworn, deposes and says:
Print name

The signatory is the _____ of _____, the party submitting the foregoing proposal and sealed fee is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the submittal is genuine and not collusive. The proposer has not directly or indirectly induced or solicited from any other source, and has not directly or indirectly colluded or agreed with anyone else to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. That all statements contained in the proposal and sealed fee are true.

Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Additionally, Consultant shall not employ any City employee or City official in the work performed pursuant to this RFP. No officer or employee of City shall have any financial interest in the proposed RFP that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the preparation of this RFP or the forming of a proposed Agreement. Consultant understands that, if the RFP results in an Agreement being made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant said Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

The undersigned declares under penalty of perjury that the information contained in this submittal and all accompanying documents are true and correct. The City reserves the right to investigate the statements made within this affidavit.

Executed on _____

Legal Company Name

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

By: _____

Title: _____