PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING SERVICES

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PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA CLARA

And

WATRY DESIGN, INC.

For

ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES

For

SEISMIC COMPLIANCE AND MODERNIZATION PROJECTS (SCMP)
MULTI-LEVEL PARKING STRUCTURE

PROJECT NUMBER: 921-0211-SAP NUMBER

BOARD APPROVAL DATE

April 24, 2007
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County of Santa Clara
Santa Clara Valley Health & Hospital System
Facilities Department

CONSULTANT AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
FOR
ARCHITECTURAL/ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES

This is an agreement between THE COUNTY OF SANTA CLARA, a political subdivision of the State of California (hereinafter "Owner" or "County"), and THE WATRY DESIGN, incorporated and authorized to do business in the State of California at 1700 Seaport Blvd., Suite 210, Redwood City, CA 94063 (hereinafter "Consultant").

PART 1 - RECITALS

1.01 WHEREAS, County required architectural/engineering and related professional design services (hereinafter "Services") for Owner's various construction, renovation and alteration Projects; and

1.02 WHEREAS, County previously selected Consultant by means of the County's consultant selection process because Consultant represents itself as a design professional having the requisite qualifications and expertise in planning, programming, design and construction administration of multi-level parking structures; and

1.03 WHEREAS, prior to such selection, Consultant and County had initiated an agreement for services to enable exploratory work on site selection, survey requirements, and soils testing. This agreement will also cover schematic design to help address schedule demands for setting of foundations in advance of the winter rain season; and

1.04 WHEREAS, considering Consultant's prior experience and expertise in this area of architecture and engineering, County desires to have Consultant provide architectural and engineering services for the proposed parking structure included in the SCMP Program utilizing existing design and Consultant agrees to perform such Services;

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 AGREEMENT FOR SERVICES

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

2.02 MAXIMUM COMPENSATION

The sum of all Project Authorizations issued pursuant to this PSA shall not exceed One Million One Hundred Thousand dollars ($1,100,000) ("Maximum Compensation Limit"). Included in this amount is a Supplemental Work Allowance of $100,000 for work associated
with integration of a rooftop solar energy system and a substructure emergency wastewater storage tank. If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant’s sole risk and expense.

2.03 TERM

This Agreement is effective upon the date of full execution by both parties, and shall remain in effect for a period of Two (2) years ("Term"), unless earlier terminated under Section 12 of this Agreement. All Project Agreements must be executed, but Services not necessarily completed, within the Term of this Agreement.

2.04 SCOPE

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

1. The full range of Services and Deliverables the County may authorize for Projects within the scope of this PSA.

2. The extent of the Services and/or Deliverables that may be authorized by the OAR within the scope of this PSA.

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

PART 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information

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

1. Specialized studies of existing site conditions, including the presence of hazardous materials, integrity and functionality of structural, HVAC, and electrical systems, soil, air, water, pollution, traffic, noise, archaeology, environmental impacts, etc.

2. A certified survey of the Project site prepared by a California licensed Land Surveyor or Civil Engineer. The survey may include, as appropriate, site boundaries, contours, drainage, grades and lines of streets, pavements, and adjoining properties, rights-of-way, easements, encroachments, zoning and other restrictions; the locations, dimensions, floor elevations, and other pertinent data on existing facilities, trees and other improvements; information on available public and private utilities services, above and below grade, including invents and depths.

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

3.02 Owner’s Forms

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

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

3.04 Inspector of Record

The Owner will procure the services of an Inspector of Record where required by law and agencies having jurisdiction over the Project.

PART 4 - PROJECT AGREEMENTS (PA)

4.01 Preparation and Approval

A. Owner will prepare each Project Agreement, generally in accordance with the sample, which is attached hereto as Exhibit C, "Sample Project Agreement," and its attachments, Exhibit D.

B. Each Project Agreement will be executed by the Owner's Authorized Representative ("OAR"), and incorporate the terms of this PSA. The OAR is Director of SCVHHS Facilities.

C. Owner hereby approves all Project Agreements executed by OAR within the limits of this PSA. OAR does not have the authority to negotiate or authorize payments or scope beyond the Total Compensation Limit or scope stated in this PSA.

D. Commencement of each Project Agreement is contingent on receipt by Consultant of an Authorization to Proceed issued by Owner's Project Manager. Consultant must not commence work until Consultant receives the written Authorization to Proceed from the Owner's Project Manager.

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

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

5.01 Consultant as Independent Contractor

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

5.02 Consultant’s Use of Sub Consultants

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

5.03 Consultant’s General Responsibilities

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

A. Standard of Care
CONSULTANT AGREEMENT

1. Consultant must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.

2. Consultant must perform Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including environmental, energy conservation, and disabled access requirements.

3. All Construction Documents must comply with all regulations and standards of the Fire Marshal having jurisdiction over the Project and in effect during performance of Consultant's Services.

4. Consultant must use its best efforts to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate Government Agency(s) and authorities having jurisdiction over the Project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of Project.

5. Consultant must perform Services in compliance with all mitigation measures identified in the Project's Environmental Impact Report or Mitigated Negative Declaration.

B. Construction Quality Control Systems

1. The Drawings and Technical Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, Contractor’s Submittals or other measures that the Contractor is required to perform.

2. Each Technical Specification Section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that Section.

3. Each Technical Specification Section must include a subsection to identify and list required Contractor Submittals including but not limited to Shop Drawings, certificates of compliance, Product Data sheets, Samples, tests and test results, mix designs, required worker qualifications, off-site inspections, or all other necessary Contractor Submittals.

C. Testing and Inspection Requirements

1. Testing and inspection requirements must be included in each Technical Specification Section and must identify the specific inspection, sampling, and testing to be performed by the Certified Testing Lab, including:
   a. Items to be tested;
   b. The number of tests per unit;
   c. The test method;
   d. The required tolerances; and
   e. The actions to be taken in the event of failure.

2. Unless otherwise directed by the OAR, the Construction Documents must require the Owner to hire a Certified Testing Lab to perform all required tests and to submit certified test results to Owner.

D. Funding by Governmental Agencies

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

E. OSHPD Jurisdiction

1. When a Project is within the jurisdiction of the State of California, Office of Statewide Health Planning and Development ("OSHPD"), Consultant's Instruments of Service must meet all OSHPD requirements.

2. When a Project is within the jurisdiction of OSHPD, Consultant's Services include all Services necessary to obtain all required OSHPD approvals and permits for construction and occupancy of the Project.

F. Signing and Stamping Documents

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

G. Design Quality Control & Coordination Checks

1. Consultant is responsible for the technical quality of all Construction Documents. Before submitting the completed Construction Documents to Owner, Consultant must check all Documents for technical accuracy and coordination within and between disciplines.

2. Consultant must ensure that systems and equipment will fit in interstitial spaces (above ceiling), chases, and equipment rooms. Consultant must verify, through means that may include preparation of isometric drawings depicting various locations, that systems and equipment, such as HVAC, plumbing, voice/data cabling, electrical bus ducts, suspended ceilings and light fixtures, sprinkler lines, security raceways/cabling, and insulation, will fit in allotted spaces, and not interfere with structural and fixed architectural elements of the building. Although the Contractor is responsible for preparing Coordination drawings indicating the final configuration of these systems, Consultant is responsible for ensuring the accuracy of their design and the adequacy of interstitial spaces, chases and equipment rooms.

3. Technical accuracy and coordination checks must be performed in accordance with a procedure acceptable to the Owner. At a minimum, the coordination check procedure must document that the following items were checked for technical accuracy and coordination:

   a. Architectural, Structural, MEP and other Drawings;

   b. The requirements of Divisions 2 through 16 are consistent with the requirements of the County's front-end documents (Project Manual, Divisions 0 & 1);

   c. Materials called for in the Project Manual are currently available and suitable for their intended use;

   d. Manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent;

   e. Notes on the Drawings must coordinate with the requirements of the Project Manual;

   f. Products and materials specified on the Drawings must be identical to the products and materials required in the Project Manual;
CONSULTANT AGREEMENT

4. The coordination checks must be shown as individual activities in the Design Consultant's Detailed Schedule. Adequate time to perform the Coordination Checks must be indicated on the Design Consultant's Schedule.

5. The marked-up coordination check prints must be submitted to Owner with each design Phase submittal and will be returned to Consultant after Owner's review.

6. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner must contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement.

7. Consultant's fee for performing the coordination checks must be identified as a separate Task in the Consultant Compensation section of each Project Agreement.

8. If Owner's review of the documents submitted by the Consultant reveals that the coordination check was incomplete or inadequate, Owner will notify Consultant and allow Consultant to complete the review. If Consultant's review is not satisfactorily completed within ten (10) Days after such notification, the Consultant's compensation stated in the Project Agreement will be reduced by the proportional amount of the value of the coordination check Task fee for such review. Notwithstanding such fee reduction, Consultant remains fully responsible for the technical accuracy and coordination of all its Instrument of Service.

9. Consultant must not incorporate review comments generated by the Owner's organization into subsequent design documents until the comments are first reviewed and accepted by the Owner's Project Manager.

H. Submittal of Deliverables

1. Each submittal must include a declaration statement, signed by a principal of Consultant's firm, that the Documents are coordinated, the submittal is complete, and that all prior review comments have been incorporated and coordinated.

2. Consultant must furnish to Owner, suitable for reproduction, original reproducible Drawings, Project Manual and other Instruments of Service, and computer disks containing the Drawings, Project Manual, and other Instruments of Service in the following electronic formats: IBM compatible operating system, AutoCAD 2000 or newer, Windows 2000 or newer.

I. Printing & Reproduction

1. Consultant must pay for all printing and reproduction cost incurred in the performance of its Services.
COUNTY OF SANTA CLARA

SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM

FACILITIES DEPARTMENT

CONSULTANT AGREEMENT

2. Owner will print coordination check documents to be used by the Owner at Owner's expense.

3. Owner will print Bid Documents for distribution to Bidders at Owner's expense.

4. At Owner's written request, Consultant must print or reproduce selected documents. The Consultant may invoice the Owner for Owner-requested printing as a Reimbursable direct expense.

J. Energy Efficiency

1. Consultant must utilize state-of-the-art energy saving technology in the design of the Project in order to minimize overall energy consumption of the completed Project.

2. Consultant must identify alternate features that can be incorporated into the Project's design that will attempt to increase the buildings energy efficiency at least fifteen percent more (15%) than required by Title 24.

5.04 Basic Services & Deliverables

County may authorize any of the following services in a particular PA.

A. Architectural Programming Phase

1. Examine Owner-provided information and the proposed Project site in terms of:

   a. Project requirements;
   b. Functions and priorities;
   c. Site and existing facility conditions;
   d. Opportunities and constraints;
   e. Space requirements and constraints;
   f. Utilities services and constraints;
   g. Zoning and other applicable regulations;
   h. Expandability;
   i. Access;
   j. Parking;
   k. Massing;
   l. Construction feasibility and phasing;
   m. Owner's Space Planning Standards;
   n. Owner's Architectural and MEP Design Guidelines and Standards;
   o. Existing As-built Information; and
   p. Other factors Consultant or Owner consider relevant to the Project.

2. Provide comprehensive Architectural Programming Services including but not limited to the following:

   a. Fully develop all necessary programmatic information. For existing building retrofit/renovation projects, Consultant must become familiar with the existing facility and governing documents in order to facilitate preparation of accurate and complete design/construction documents for building fit-out and retrofit;
b. Solidify Project design objectives and criteria and provide a concise written narrative statement defining these objectives and associated criteria;

c. Confirm staffing plans, numbers and positions of personnel;

d. Confirm space requirements and relationships;

e. Compare requested space to similar projects and space standards;

f. Diagram space relationships by using massing diagrams, flow diagrams, stacking diagrams, bubble diagrams and other graphical methods; and

g. Identify special equipment and systems, site and off-site requirements, security zones, and other factors Consultant or Owner consider relevant to the Project.

3. Prepare and submit a draft Architectural Program for Owner’s review, comment, and acceptance.

4. Based on Owner’s comments to the Draft Architectural Program, prepare and submit a final Architectural Program including the following additional items:

   a. A proposed Project Schedule;

   b. Conceptual Project Budget in format specified by Owner;

      (1) Develop Budget by applying unit costs and other standard cost data to space and facilities requirements;

      (2) Include all foreseeable Project costs including design, construction, utilities connections, off-site improvements, permits, fees, furniture, and moveable and installed equipment; and

      (3) Incorporate Owner’s estimates for costs of land, rights-of-way, special studies and other costs that are Owner’s responsibility pursuant to Part 3, “Owner’s Responsibilities.”

B. Schematic Design Phase

1. Based on the Owner-accepted final Architectural Program, prepare Schematic Design documents as described below:

   a. A review of alternative approaches to design and construction of the Project;

   b. Schematic drawings and study models, if appropriate, to indicate the size, shape and relationship of all spaces and systems involved in the Project, including basic structural, mechanical, plumbing and electrical systems. These documents must clearly show site plans, off-site improvements if needed, all elevations, floor plans of individual floors, and sections to demonstrate the building construction and spaces in both plan view and section;

   c. A narrative report by each discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, electronics and security systems, types of equipment (preliminary equipment list of fixed and moveable equipment), materials, finishes, site development and landscaping. The rationale must include initial cost, life-cycle cost, and life expectancy considerations;

   d. Perspective drawings, if needed to convey the designer’s intent;

   e. An updated Project Schedule for design and construction of the Project, including the Consultant’s Schedule detailing the progression and submittal of Drawings and
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Project Manual in the subsequent Phases. The portion of the Project Schedule for the Construction Phase may be shown as a single activity depicting the estimated start and completion dates for each construction phase Milestone and/or bid package;

f. An analysis of construction phasing including accessibility, interference with and continuation of facility operations during construction, and a plan for resolving interferences and problems identified;

g. A chart comparing the changes in cost elements and the size of each space from the Owner-accepted Architectural Program to the Final Schematic Design submittal;

h. A Preliminary Energy Consumption Report including estimates of annual utilities consumption by month for the Project. The report must include energy calculations for each significant component of the Project and must include a narrative on why the particular components are being recommended and what alternatives were considered. Maintenance requirements for energy savings components must also be addressed in the report;

i. An Energy Savings Features Matrix identifying features that could be incorporated into the building’s design and construction to increase the building’s energy efficiency at least fifteen percent (15%) more than the minimum required by Title 24 energy efficiency requirements. The Matrix must identify the initial costs of these features in excess of the costs required to meet the minimum Title 24 energy efficiency requirements. The Matrix must also indicate the payback period in terms of energy lifecycle savings of these special features and an overall lifecycle cost comparison. The Energy Savings Feature Matrix must be presented in a format acceptable to the Owner; and


2. At 100% completion of the Schematic Design Phase, Consultant must furnish to Owner for purposes of checking and acceptance of Schematic Design Phase Documents:

a. One reproducible copy of all Schematic Design Phase Documents;

b. One copy of the updated Project Schedule;

c. Computer disks containing electronic copies of the Schematic Design Phase submittals;

d. A declaration statement, signed by a principal of Consultant’s firm, that the work of Consultant and its Subconsultants was coordinated, the submittal is complete, and that all Owner review comments from the Final Architectural Program submission have been incorporated and coordinated. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner must also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement;

e. Preliminary Energy Consumption Report;

f. Energy Savings Features Matrix; and

g. A Preliminary Statement of Probable Construction Cost.

C. Design Development Phase
1. Based on the Owner-accepted Schematic Design Phase Documents, prepare Design Development Phase Documents as described below:
   a. Drawings, three-dimensional studies and rendering, color boards, calculations, and outline Technical Specifications as required to fix and describe the architectural character and materials; the structural system and all its essential features; the electrical, electronic, mechanical and plumbing systems refined to show the system characteristics, quality of environment and control they will provide; landscaping and site work as applicable;
   b. Design Development Phase drawings must indicate the scope of Work included in the bid package with sufficient detail to enable preparation and review of a reliable Revised Statement of Probable Construction Cost;
   c. Design features and limitations required by the approved Environmental Impact Report must be included in the design and Technical Specifications. Construction phase monitoring and reporting requirements required by the adopted Mitigation Monitoring Program must be included in the Project Manual; and
   d. Design features, details and plans required to comply with ADA, NFPA and Local Fire Codes. Information shall include fire-exiting plans, building occupancy analysis, and fire code analysis.

2. The following descriptions are a guide to the minimum requirements for a Design Development Phase submittal. They must be augmented as necessary to show design intent and to prepare an accurate Revised Statement of Probable Construction Cost.
   a. Architectural Drawings
      (1) Floor plans that clearly show:
         a) Finish schedule;
         b) Principal dimensions;
         c) Wall types clearly identified;
         d) Security zones and perimeters;
         e) Room and door numbers, and a numbering plan for the entire facility;
         f) Sections and details to enable a reasonable material takeoff; and
         g) Contractor-furnished and Owner-furnished equipment lists incorporated in the layout
      (2) Roof plans that clearly show:
         a) Slopes;
         b) Type of roofing;
         c) Roof access and pathways;
         d) Location of any mechanical equipment; and
         e) Sufficient information to determine primary and secondary means of drainage.
      (3) Reflected ceiling plans that clearly show:
         a) Ceiling material;
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b) Access hatches;

c) Room numbers;

d) Partitions coordinated with the floor plans; and

e) Mechanical & electrical features coordinated with mechanical & electrical system drawings.

(4) Elevations that clearly show:

a) Types of surface materials;

b) Dimensions from finish floor to tops of walls, eaves and rooflines; and

c) All openings without dimensions but coordinated with door and window schedules.

(5) Sections that clearly show:

a) Any security considerations;

b) Firewall conditions at tops of walls;

c) All essential building parts and materials;

d) All door, window, glazing and hardware schedules complete with sufficient detail to show the agreed-upon form and style; and

e) All items intended to be permanently affixed to the building.

b. Structural Drawings

(1) Floor and foundations plans that clearly show:

a) Principal dimensions;

b) All columns, shear walls, shafts and stairs;

c) Coordination of structure with architectural floor plans;

d) Section cuts and details to identify the proposed type of foundations; and

e) Sufficient section and detail bubbles to show where sections and details can be found.

(2) Roof plans that clearly show:

a) Principal dimensions;

b) All major framing members;

c) Sufficient sections and details to show design intent;

d) Coordination with architectural, mechanical and electrical floor plans; and

e) Sufficient section and detail bubbles to show where sections and details can be found.

(3) Sections and details that clearly show:

a) Design intent;

b) All-important connections;

c) Coordination with other structural plans; and
CONSULTANT AGREEMENT

d) Logical placement to allow easy location of sections and details.

c. Mechanical and Plumbing Drawings
   (1) Mechanical and Plumbing plans which clearly show:
       a) Room numbers;
       b) Locations of all major pieces of equipment;
       c) Layout and sizing of all ductwork and piping;
       d) Symbol list coordinated with symbols on plans;
       e) All points-of-connection including invert elevations; and
       f) Sufficient section and detail bubbles to show where sections and details
          can be found.
   (2) Equipment and fixture schedules that clearly show:
       a) All fixtures identified; and
       b) All mechanical equipment identified and sized.

d. Electrical Drawings
   (1) Lighting and power plans that clearly show:
       a) Room numbers;
       b) Single line diagrams of services and systems;
       c) Symbol list coordinated with symbols on the plans;
       d) Lighting plans coordinated with reflected ceiling plans;
       e) Power, telephone and computer outlets shown and coordinated with
          equipment layouts in other disciplines;
       f) Sufficient section and detail bubbles to show where sections and details
          can be found;
       g) Equipment and fixture schedules including lighting; and
       h) Intercom, public address (PA), closed circuit TV (CCTV), nurse call and
          similar electrical and electronic systems.

e. Civil Drawings Site and grading plans that clearly show:
   (1) Site cross sections;
   (2) Site contours and drainage;
   (3) Locations of all benchmarks;
   (4) Precise locations of all major elements; and
   (5) Roadways, driveways and parking areas.
   (6) Site utility plans that clearly show:
       a) All connections to off-site utilities;
       b) All points-of-connection including invert elevations; and
       c) All drainage systems and other utilities located and sized.
f. Specialty Systems including, but not limited to: Elevators, Security, Fire Protection, Building Automation Systems (BAS), Lighting Controls, and Information Technology Systems and Infrastructure

(1) Symbol list coordinated with symbols on plans;
(2) Single line diagrams of services and systems;
(3) Location and type of reporting/monitoring devices;
(4) Power sources;
(5) Code analysis for Fire Protection Systems; and

g. Landscaping Drawings

(1) Site plans that clearly show:
   a) Plant selection and planting layout; and
   b) Irrigation system with points-of-connection to site utilities.

h. Other Items

(1) Outline Project Manual including Introductory Information, Bidding Requirements, Contracting Requirements, and General Requirements;
(2) Outline Technical Specifications describing the size, character and quality of the entire Project, including locations of materials; types of structural, mechanical, electrical and security systems;
(3) Engineering Calculations clearly presented for all disciplines, including realistic loads, and sufficiently complete for preparation of Construction Documents to proceed;
(4) Room Data Sheets itemizing all requirements for each space including: staff positions, furnishings, equipment including equipment lists by room for fixed and moveable equipment, security provisions, power, telephone and data requirements, etc;
(5) A chart comparing the changes in cost elements and the size of each space between the final Architectural Program, the Schematic Design Phase, and the Design Development Phase;
(6) Updated Energy Consumption Report;
(7) Updated Energy Savings Features Matrix; and
(8) List of all existing permit-required confined spaces.

3. At 100% completion of the Design Development Phase, Consultant must furnish to Owner for purposes of checking and acceptance of Design Development Phase Documents:

   a. One reproducible copy of all Design Development Phase Documents identified above;
   b. One copy of the updated Project Schedule;
c. Computer disks containing electronic copies of the Design Development Phase Documents;

d. A declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated; quality control checks have been performed per 5.03 G., Design Quality Control & Coordination Checks; the submittal is complete; and that all Owner's review comments from the final Schematic Design Phase submittal have been incorporated and coordinated. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner must also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement; and

e. A Revised Statement of Probable Construction Cost. The construction cost estimate must include all fixed equipment. A separate estimate must be prepared and submitted for all movable equipment.

D. Construction Documents Phase

1. Based on the Owner-accepted Design Development Phase Documents, Consultant must prepare final Construction Drawings and Project Manual ready for Bidding and construction purposes including but not limited to:

a. Project Manual

(1) Consultant must complete, coordinate, and assemble the Project Manual including the Introductory Information, Bidding Requirements, Contracting Requirements, General Requirements, and Technical Specifications;

(2) Consultant must prepare and include in the Project Manual, Table 01332-1, "Partial Submittal Log Information", listing all required Contractor Submittals, (Divisions 0-16), grouped by Project Manual Section;

(3) Consultant must prepare and include in the Project Manual:

   a) Project Manual Section 01450.1.08. "QC Specialist Table."

   b) Project Manual Table 01450-01, " QC Documentation."

(4) Consultant must prepare and include in the Project Manual sketches SK-01510-01 and SK-01510-02 for County Representatives' Temporary Offices. Sketches must be in CAD format;

(5) Consultant must prepare and include in the Project Manual, a list of all existing permit-required confined spaces. (See County Master Project Manual, Document 00700.10.2.A.1 and Document 01500.4);

(6) Sole source items:

   a) Pursuant to Public Contract Code §3400, Consultant must verify that:

      1. Technical Specifications do not limit bidding, directly or indirectly, to any one specific concern;

      2. For performance-type specifications there are at least two suppliers that can meet Consultant's performance specification, unless criteria for a sole source supplier per Public Contract Code section 3400 is met; and
CONSULTANT AGREEMENT

3. Bld Documents do not call for a designated material, product, thing, or service by specific brand or trade name unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. If aware of an equal product manufactured in this state, name that product in the specification.

b) Consultant must verify, and provide all necessary information and supporting documentation, that each sole source product required by the Technical Specifications is specifically approved in writing by the Owner and itemized and listed in Master Project Manual Document 00100, "Notice To Bidders."

c) If the Owner approves the use of a sole source product, Consultant must add the words, "no exceptions" to the sole source item where it is identified in the Project Manual.

(7) Consultant must verify that all page numbers, Part and Section references, and Drawing List references contained within the Project Manual are correct.

b. Drawings

(1) Consultant must complete, coordinate, and assemble the Drawings;

(2) Consultant must verify that all Drawing numbers, detail numbers, and Project Manual references indicated on the Drawings are correct;

(3) Consultant must verify that all General Notes included on the Drawings do not conflict with the provisions and requirements of the Project Manual; and

(4) Consultant must verify that all sole source Products identified on the Drawings are also identified in the Technical Specifications and in Document 00100, "Notice To Bidders."

2. All Construction Documents must be verified by Consultant as required by 5.03 G., Design Quality Control & Coordination Checks.

3. All Construction Documents Phase submittals and must be stamped and signed by the Design Professional(s) of Record as appropriate for the submittal.

4. Consultant must obtain all necessary approvals and permits, such as the Office of Statewide Health Planning & Development (OSHPD), State and County Fire Marshals, State Department of Corrections, State Fish & Game, etc.

5. Other required Construction Document Phase Deliverables:

a. An Operating Manual describing the operation of all systems and equipment designed into the Project;

b. An Updated Energy Consumption Report including estimates of annual utilities consumption by month for the Project. The report must include energy calculations for each significant component of the Project and must include a narrative on why the particular components were selected and what alternatives were considered. Maintenance requirements for energy savings components must also be addressed in the report;

c. Final Room Data Sheets itemizing requirements for each space;

d. An updated Project Schedule;
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Santa Clara Valley Health & Hospital System
Facilities Department

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6. Consultant must furnish to Owner for purposes of checking and acceptance, one reproducible copy of Construction Documents Phase submittals at 75% completion including:

   a. Project Manual and Drawings;
   b. Coordination Check Sheets;
   c. Operating Manual;
   d. Updated Energy Consumption Report;
   e. Updated Room Data Sheets;
   f. Moveable (group 2) equipment list;
   g. Updated Project Schedule;
   h. Updated Final Statement of Probable Construction Cost;
   i. Preliminary CEQA Mitigation Measure report and table;
   j. A declaration statement, signed by a principal of Consultant’s firm, that the work of Consultant and its Subconsultants was coordinated per 5.03 G., Design Quality Control & Coordination Checks; the submittal is complete; and that all review comments from the 100% Design Development Phase submittal have been incorporated and coordinated. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner must also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement; and
   k. Updated Engineering Calculations

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

   a. Project Manual and Drawings stamped and signed and ready for Bidding;
   b. Coordination Check Sheets;
   c. One copy of the updated Project Schedule;
   d. Computer disks containing electronic copies of all Construction Documents Phase Deliverables;
   e. A declaration statement, signed by a principal of Consultant’s firm, that the work of Consultant and its Subconsultants was coordinated per 5.03 G., Design Quality Control & Coordination Checks; the submittal is complete; and that all review
CONSULTANT AGREEMENT

comments from the 75% Construction Phase Documents submittal have been incorporated and coordinated. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner must also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement;

f. Final Statement of Probable Construction Cost;

g. Final Operating Manual;

h. Final Energy Consumption Report including final estimates of annual utilities consumption by month for the Project. The final report must include energy calculations for each significant component of the Project and must include a narrative on why the particular components were incorporated in the Project and what alternatives were considered. Maintenance requirements for energy savings components must also be addressed in the report;

i. Final Room Data Sheets;

j. Updated Project Schedule;

k. Final CEQA Mitigation Measure report and table; and

l. A summary list by Project Manual Section of all required tests and inspections.

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

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

E. Bidding Phase

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

2. Consultant must assist Owner in obtaining Bids.

3. Consultant must strictly adhere to Owner's processes and procedures related to competitive Bidding of public work.

4. Consultant must answer Bidders' questions relating to the Contract Documents, develop corrections or clarifications as required, and prepare all Addenda for issuance by Owner. Addenda must be signed by the appropriate design professional and indicate its Registration or License Number. Preparation of Addenda is part of the Design Consultant's Basic Services and must be prepared by the Consultant at no additional cost to the County.

5. Consultant must attend, participate in, and prepare minutes for all pre-bid conferences.

6. Consultant must advise and assist Owner regarding acceptance or rejection of Bids.

7. Owner will administer the Bidding process.
8. Contractor Prequalification:
   a. If prequalification of construction contractors is required by the County, Consultant
      must recommend prequalification criteria and assist County in preparation of the
      prequalification documents; and
   b. If requested by the County, Consultant must participate with the County in
      evaluation of prequalification submittals.

F. Construction Phase
   1. The Construction Phase will commence on the Award Date of the Construction Contract
      and, together with Consultant's obligation to provide Basic Services, will terminate as
      provided in Part 12, "Term And Termination."
   
   2. Project Meetings
      a. Consultant must attend the following Construction Phase meetings:
         (1) Construction Phase in-house kick-off meeting
         (2) Pre-construction Conference
         (3) Coordination and Mutual Understanding Meeting
         (4) All Construction Phase Progress Meetings (prepare Minutes)
         (5) Demonstration and Training Pre-instruction Conference
         (6) Commissioning Scoping Meeting
         (7) Closeout Conference

   3. Site Visits
      a. Consultant's Project Manager:
         (1) Consultant's Project Manager will visit the Project site at a minimum frequency
             established in Project Agreements during the Construction Phase to observe
             the Work.
         (2) Consultant's Project Manager must assist Owner in evaluating the Contractors'
             progress against Contractor's Progress Schedule.
         (3) Consultant's Project Manager must attend the Progress Meeting at a frequency
             established in Project Agreements, observe the current status of the Work, and
             prepare and furnish a detailed written report of conditions observed, problems
             discussed and decisions made. Original and copies of the site visit reports
             must be sent to the Owner’s Project Manager within five (5) calendar days of
             each site visit.

      b. Consultant's Project Manager, before leaving the Project site, must inform Owner
         when Consultant observes Work that does not conform to the requirements of the
         Contract Documents. When Consultant's observations so indicate, Consultant must
         recommend special inspection or testing of the Work, whether or not such Work be
         then fabricated, installed or completed.

      c. Consultant's "in-house" specialists or Subconsultants
         (1) The minimum number of site visits by Consultant's "in-house" specialists or
             Subconsultants included in the Consultant's Basic Services will be established
             in Project Agreements.
(2) The presence of Consultant's "in-house" specialists or Subconsultants at the site for participation in walk-through inspections associated with the development of Deficiency Lists for acceptance of all or at designated portions of the Work is part of the Consultant's Basic Services and is not to be charged against the designated number of site visits stated above.

(3) Additional site visits necessitated by Consultant error, omission, unauthorized changes or negligence, must be accomplished without additional cost to Owner.

(4) Additional site visits of Consultant's "in-house" specialists or Subconsultants necessitated by significant failure on the part of the Contractor to perform in accordance with the requirements of the Contract Documents will be considered as additional Supplemental Services.

(5) Attendance at a progress meeting by a Consultant's "in-house" specialists or Subconsultant does not constitute a site visit. To be considered a site visit, the Consultant's "in-house" specialists or Subconsultant must perform close-up observation of the current Work being constructed, review the Contractor's As-Built Documents, and prepare and submit a site visit report to the Owner.

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

5. Interpretation of the Contract Documents
   a. Consultant must provide all design-related technical interpretation of the Contract Documents during construction necessary for the proper execution and progress of the Work;
   b. Interpretations and decisions of Consultant must be consistent with the intent of and reasonably inferable from the Contract Documents and must be in written and/or graphic form.
   c. For Requests For Information ("RFI's"):
      (1) Consultant must render written decisions within five (5) Work Days unless otherwise agreed between Consultant and Owner's Project Manager;
      (2) The receipt date, topic, response date, and current status of all RFI's must be logged and tracked by the Consultant in an electronic database;
      (3) Responses to RFI's must be in the form of drawings, sketches, technical information and/or any other documentation, in sufficient detail for the Contractor to proceed unimpeded with the Work without requesting further clarification;
      (4) Consultant shall bear the cost of responding to RFI's as previously described in the sub-paragraph; however, if, as a result of the RFI, the Owner directs a change to the Project scope, the implementation of which requires preparation of design documents by the Consultant, the Owner may negotiate a corresponding fee increase to the Consultant's Project Agreement pursuant to Part 5.05, "Supplementary Services & Deliverables."
      (5) In preparing its response to any RFI, Consultant will evaluate whether the response will result in a change to the requirements of the Contract Documents.
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If the Consultant's response to a RFI will change the requirements of the Contract Documents, Consultant must:

a) State in writing in Consultant's response to the RFI that the response to the RFI is a change to the requirements of the Contract Documents; and.

b) Promptly notify the Owner that the Consultant's response to the RFI is a change to the requirements of the Contract Documents.

6. Testing and Inspection Reports

a. Consultant must review all testing and inspection reports submitted by Contractor and/or testing laboratory and any reports furnished by others who may be retained or employed by Owner to review the Work.

b. Consultant must recommend to Owner the issuance of any directives that, based on Design Professionals' evaluation of the report data, are deemed necessary to obtain compliance with the requirements of the Contract Documents.

7. Submittals

a. Consultant must review or take other appropriate action on receipt of Contractor Submittals including but not limited to:

(1) Shop Drawings;
(2) Coordination Drawings;
(3) Product Data;
(4) Samples;
(5) Substitution Requests;
(6) Construction Cost Reduction Proposals;
(7) Submittal Log;
(8) Testing Log;
(9) Operation and Maintenance Manuals;
(10) Warranty/Guarantees; and
(11) Supplier and/or vendor correspondence and related data pertaining to the
equipment and systems installed in the Project.
b. Consultant must review and return all Contractor submittals as promptly as
possible, but in no case shall Contractor submittals be returned later than fourteen
(14) Days from receipt of Contractor's submittals by Consultant.
c. Consultant must review and return unacceptable or incomplete Contractor's
submittals within nine (9) Days from receipt of Contractor's submittals by
Consultant.
d. Consultant must notify Owner immediately of any potential delays in meeting the
response times stated in this Part of the PSA.
e. Consultant must immediately notify Owner of any submittal review comment that
could result in a Change Order.
f. Except for Contractor Product Substitution requests submitted up to thirty-five (35)
Days after the Notice to Proceed is issued to the Contractor, Consultant has no
obligation to review Contractor's Submittals not required by the Contract
Documents.
g. If the Consultant makes notes on the Contractor's Submittal that constitute a
change to the requirements of the Contract Documents, Consultant must state in
Consultant's Submittal response that a Change Order request will be issued and
immediately notify Owner in writing of the need to issue a Change Order request.
h. The receipt date, submittal identification number, response date, and review stamp
action must be logged and tracked by the Consultant in an electronic database
maintained by the Consultant.
i. Each submittal must be stamped with an action stamp. The Design Consultant's
action stamp must have verbiage that is identical to the review stamp verbiage
stated in the County Master Project Manual Section 01330.1.11.B. The Action
Stamp review verbiage is:
(1) "No Exceptions Taken"
(2) "Make Corrections Noted"
(3) "Revise and Resubmit"
(4) "Rejected"
(5) "Submit Additional Information"
(6) "Returned Without Action"

8. Change Orders and Field Modifications
   a. Consultant must prepare supporting data, Drawings, Technical Specifications and
      other documentation, and provide other Services as needed to assist Owner in
evaluating Contractor's proposals for Change Orders and Field Modifications,
   b. For Change Orders resulting from Owner requests or unknown site conditions,
pursuant to Part 5.05, "Supplementary Services & Deliverables" the Owner may
      negotiate a corresponding fee increase to the Consultant's Project Agreement for
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Santa Clara Valley Health & Hospital System
Facilities Department

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Consultant preparation of supporting data, Drawings, Technical Specifications and other documentation, and provision other Services as needed to assist Owner in evaluating Contractor's proposals for Change Orders and Field Modifications;

c. Consultant must prepare Change Orders and Field Modifications for Owner’s approval and execution in accordance with Owner's procedures.

d. If in Owner's opinion, a Change Order is required as the result of a probable error or omission on the part of the Consultant, Consultant must prepare and submit to Owner, along with the Change Order documentation, a cost estimate for the value of the Change Order Work. If it is subsequently determined by the Owner that the Change Order was not due to an error or omission on the part of the Consultant, Consultant will be compensated for preparation of the Change Order estimate pursuant to Part 5.05, “Supplementary Services & Deliverables.”

9. Owner Move-in/Training Orientation

a. Consultant must provide Owner with an orientation session to facilitate moving into the Project. The session must focus on operational issues relating to the design intent of the various systems. The session will orient Owner’s staff on the design intent in order to facilitate staff acceptance and move-in. The orientation session must be coordinated with the training, if any, provided by the Contractor.

10. Milestone Acceptance and Project Closeout

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

11. Record Documents

a. Based on Consultant’s site visit reviews of Contractor’s As-built documents during construction, Consultant will recommend Owner’s acceptance of Contractors As-built documents prior to Consultant’s preparation of the final Record Documents.

b. Upon Owner’s receipt and acceptance of Contractor’s As-built documents, Consultant must prepare a reproducible set of Record Documents for the Project including the Drawings and Project Manual.

c. Consultant’s fee for preparation of Record Documents must be shown as a discrete pay item in the Project Agreement for Consultant’s Construction Phase Services.

d. Consultant-prepared Record Drawings must be legible reproducible drawings on 0.004" (4 mil) thick, photo wash-off Mylar drafting film with matte finish on both sides. Any revisions or changes that have been made during construction must be incorporated in the Record Drawings.

e. Consultant prepared Record Project Manual must incorporate all changes to the Project Manual issued during construction and indicate each product incorporated into the Work.

f. Record Documents (Drawings and Project Manual) must also be submitted in electronic format.
G. Warranty Phase

1. Acceptance by the Owner of the Consultant-prepared Record Documents constitutes completion of the Consultant’s Basic Services for compensation purposes; however, the Consultant is required to arrange for and conduct an inspection of the Project one month prior to expiration of the Contractor’s one-year Warranty/Guarantee period without additional compensation.

2. Consultant must, when requested, render advice to assist Owner in obtaining necessary compliance by the Contractor with the terms of said Contractor Warranty/Guarantees.

3. Other than the inspection of the Project one month prior to expiration of the Contractor’s one-year Warranty/Guarantee period, should Owner request Warranty Phase Services after Consultant’s completion of their Basic Services, and Services are required through no fault of Consultant, Consultant will be compensated pursuant to Part 5.05, “Supplementary Services & Deliverables.”

PART 6 - CONSULTANT’S SCHEDULE

6.01 Each Project Agreement must contain a Consultant’s Schedule

A. Consultant will perform all Services and Deliverables within the time and project schedule stated in the Project Agreement, including milestones, if any. Time is of the essence in this Agreement.

B. Consultant must provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule.

PART 7 - COST CONTROL

7.01 Owner Approved Construction Cost (OACC)

A. A Project Agreement may specify the Owner Approved Construction Cost for the Project or Project part covered by that Project Agreement. The Owner Approved Construction Cost may only be revised by Owner’s prior written approval. The total Construction Cost of each Project must not exceed the Owner Approved Construction Cost set forth in the applicable Project Agreement. Consultant will manage the project design to stay within the Owner Approved Construction Cost.

B. Consultant’s evaluations of the Owner’s Approved Construction Cost and Statements of Probable Construction Cost prepared should represent the Consultant’s best judgment as a design professional familiar with the construction industry and trends in prevailing wages and material escalation costs.

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

PART 8 - INDEMNIFICATION & INSURANCE

8.01 Exhibit F Requirements

Indemnification and insurance requirements are set forth in Exhibit F, “Indemnification & Insurance.”
PART 9 - REPRESENTATION BY COUNSEL

A. Both parties to this PSA were represented by counsel in the negotiation and execution of this Agreement.

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

PART 10 - HAZARDOUS MATERIALS

10.01 Responsibility for Hazardous Materials

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

PART 11 - COMPENSATION & PAYMENT

11.01 Compensation

A. Payments will be made as set forth herein and as authorized in each Project Agreement.

1. Total Compensation Limit

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

2. Consultant's Hourly Rate Schedule

a. Consultant's Hourly Rate Schedule is set forth in Exhibit A, "Consultant's Hourly Rates."

b. During the Term of this PSA, the OAR may authorize modifications to Consultant’s Hourly Rate Schedule using as a benchmark the prevailing increase for similar Consulting Services in the Bay area. Authorized increases will be documented as an amendment to this PSA.

c. Consultant may not mark-up sub consultant fees for work performed on a time and material basis.

3. Errors and Omissions

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

11.02 Reimbursable Expenses

A. When travel is authorized as a reimbursable expense in a Project Agreement, Consultant agrees to comply with the Santa Clara County travel policies and guidelines, where
Consultant Agreement

Applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the County's Travel Policy Desk Reference Manual.

B. When authorized in the Project Agreement, Owner will reimburse Consultant, at cost, for reasonable expenses incurred in the performance of the Services. Only the following expenditures, made by Consultant with Owner's advance written approval, are payable as reimbursable expenses within the Total Compensation Limit of any Project Agreement:

1. Reasonable expenses not exceeding the reimbursement limits allowed County employees (Ordinance Code A31) for transportation, lodging, meals and long distance business communication, for principals and employees when traveling overnight beyond the counties of Santa Clara, San Benito, Santa Cruz, San Mateo, San Francisco, Alameda, and Contra Costa in connection with the Project.

2. Consultants may claim meal expenses by using the standard per diem rates (no receipts required), or by using the extended meal claim, which requires detailed receipts of the actual meal expenses. Actual expenditures may not exceed maximum allowable rates identified in the County's Travel Policy desk Reference Manual. Rates include tax and tip.

3. The cost of alcoholic beverages is not reimbursable.

4. Payment, on Owner's behalf, of fees for approvals and permits pursuant to Part 4.06 that are excluded from the Maximum Compensation Limit of this PSA and any Project Agreement.

5. Extra-ordinary "office" expenditures specifically related to executing the scope of work in Project Agreements, including overnight mailing such as Federal Express, and additional copies of Design Documents, over and above those required by the terms of the Project Agreement. An original copy of the receipt must support individual expenses.

C. The cost of Reimbursable Expenses may be negotiated by Consultant and County and an approximation of the expenses, as agreed, may be billed on a regular basis.

11.03 Payment

A. Payment Requests

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

B. Invoices

Consultant will submit Payment Requests on the forms shown in Exhibit E, "Sample Invoice," not more than once each month.

C. Progress Payments

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

D. Neither Consultant, nor authorized sub consultants, may provide services to the Construction Contractor or any Subcontractor pursuant to separate agreement for any part of the Project.
11.04 Release of All Claims
   A. Prior to final payment under any Project Agreement, Consultant must execute and deliver to
      Owner a release of all claims arising under the Project Agreement, other than such claims, if
      any, as may be specifically excepted from the release for the reasons and in the amounts
      stated in the release.

11.05 Timely Billings
   A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:
      1. Services are performed;
      2. Reimbursable Expenses are incurred; or
      3. Billings are otherwise due pursuant to the terms of the Project Agreement.
   B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of,
      any billings submitted after the expiration of this ninety (90) day period.

11.06 Consultant’s Accounting Records
   A. Accounting System & Records Retention
      1. Consultant must maintain an accounting system in accordance with current standards of
         accounting and financial reporting for the purpose of supporting payments for Services
         authorized under this PSA. Consultant must retain such records for three (3) years from
         expiration or termination of this PSA, or until all claims, if any, have been disposed of,
         whichever period is longer.
   B. Owner’s Auditing Rights
      1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner,
         have the right at any reasonable time and place to examine, audit, and make copies of
         books, records, documents, accounting procedures and practices affecting the
         performance or administration of this PSA, or affecting any changes or modifications to
         this PSA.
   C. Applicability to Subcontracts
      1. Consultant must incorporate the above-stated accounting and audit requirements into all
         subcontracts exceeding Ten Thousand Dollars ($10,000) in value pursuant to this PSA or
         any modification thereof.

PART 12 - TERM & TERMINATION

12.01 Owner’s Rights
   A. Termination for Convenience
      1. Owner’s Authorized Representative may, by written notice to Consultant, terminate all or
         part of this PSA or any Project Agreement at any time for Owner’s convenience. Upon
         receipt of such notice, Consultant must immediately cease all work as specified in the
         notice.
      2. If this PSA or any Project Agreement is so terminated, Consultant will be compensated
         as set forth below.
   B. Termination for Breach
      1. If Consultant violates any of the covenants or agreements of this PSA or a Project
         Agreement, or if Consultant fails to fulfill in a timely and proper manner its obligations
pursuant to this PSA or any Project Agreement, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from Owner's Authorized Representative specifying such failure or violation, Owner may terminate this PSA and any or all uncompleted Project Agreements. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.

2. If, after notice of termination for breach of this PSA or any Project Agreement, it is determined that Consultant did not breach this PSA or the Project Agreement, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment, which is allowed by this PSA for a termination for convenience.

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

12.02 Consultant's Compensation Upon Termination

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

1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to any Project Agreement, compensation will be in the amount specified in the Project Agreement for that item of Service or expense.

2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.

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

12.03 Delivery of Documents

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

PART 13 - MISCELLANEOUS PROVISIONS

13.01 Force Majeure

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

13.02 Waiver

A. In the event any provision of this PSA is held to be invalid and unenforceable, the remaining provisions will be valid and binding on the parties.

B. One or more waivers by either party of any provision, term, condition or covenant will not be construed by the other party as a waiver of a subsequent breach.

13.03 Ownership & Use of Instruments of Service

A. All materials prepared by Consultant pursuant to this Agreement, including computer programs and media, are the property of Owner following payment in full to Consultant for each Phase or portion of Phase completed. Consultant must provide Owner with such
CONSULTANT AGREEMENT

materials at appropriate times during this PSA, and on termination or suspension of this PSA or any Project Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign or transfer the intellectual property rights it has so as to limit its ability or right to develop, design or work on other projects of or for its other clients.

B. In the event Owner desires to re-use the completed plans, technical specifications, or other construction documents prepared pursuant to this PSA, in total or in part, on this Project site or any other site, or to complete any incomplete portion of construction documentation which Owner has already paid Consultant, Owner will defend, indemnify, and hold Consultant harmless from any and all claims, loss, damage, defense costs, expense, and other costs resulting from such use of Consultant prepared documents, unless Owner enters into an agreement with Consultant for Services in connection therewith.

PART 14 - NOTICES

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

PART 15 - LIMITS OF AGREEMENT

A. This PSA and all fully executed Project Agreements constitute the entire and integrated agreement between Owner and Consultant and supersede all prior negotiations, representations, or agreements, either written or oral, preceding this PSA or any Project Agreement.

B. This PSA including Project Agreements may be amended only by written agreement signed by Owner and Consultant or as otherwise authorized herein.
PART 16 - EXHIBITS

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

1. Exhibit A. "Consultant's Hourly Rate Schedule"
2. Exhibit B. Reserved
3. Exhibit C. "Sample Project Agreement"
4. Exhibit D. Sample "Attachments 1, 2, 3 & 4 to Sample Project Agreement"
5. Exhibit E. "Sample Invoice Format"
6. Exhibit F. "Indemnification & Insurance Requirements"
7. Exhibit G. "Notices"
8. Exhibit H. "Contract Provisions to Implement the Terms of the Board of Supervisors Resolution on Contracting Principles"
9. Exhibit I. "Declaration of Contractor"

PART 17 - SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have entered into this Professional Services Agreement on APR 2 4 2007.

CONSULTANT: Watry Design, Inc.

[Signature]
Michele Wender, Principal
Watry Design, Inc.

[Signature]
C-25066
California License Number

COUNTY OF SANTA CLARA:

[Signature]
Donald F. Gage, Chairperson
Board of Supervisors

ATTEST:

[Signature]
PHILIS PEREZ, Clerk
Board of Supervisors, County of Santa Clara

APPROVED AS TO FORM AND LEGALITY:

[Signature]
KATHERINE HARASZ
Deputy County Counsel

END OF AGREEMENT

PSA with Watry Design, Inc.
Dated April 24, 2007
Project Number 921-0211-(SAP No.)

PSA Version January 2007
EXHIBIT A
CONSULTANT'S HOURLY RATES

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

CONSULTANT FIRM NAME: Watry Design, Inc.

<table>
<thead>
<tr>
<th>Consultant/Job Title</th>
<th>Browsable Hourly Rate (Calendar Year $)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2007</td>
</tr>
<tr>
<td>Firm Principal (Principal-in-charge)*</td>
<td>$185</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$155</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$145</td>
</tr>
<tr>
<td>Assistant Project Manager</td>
<td>$140</td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$150</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$140</td>
</tr>
<tr>
<td>Senior Project Architect</td>
<td>$150</td>
</tr>
<tr>
<td>Project Architect</td>
<td>$140</td>
</tr>
<tr>
<td>Senior Parking Planner</td>
<td>$150</td>
</tr>
<tr>
<td>Parking Planner</td>
<td>$135</td>
</tr>
<tr>
<td>Senior Job Captain</td>
<td>$140</td>
</tr>
<tr>
<td>Job Captain</td>
<td>$135</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$125</td>
</tr>
<tr>
<td>Staff Designer</td>
<td>$115</td>
</tr>
<tr>
<td>Project Administrator</td>
<td>$90</td>
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<td>Administrator</td>
<td>$75</td>
</tr>
<tr>
<td>Condition Assessment</td>
<td>$185</td>
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<tr>
<td>Legal Expert</td>
<td>$235</td>
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<tr>
<td>Deposition</td>
<td>$365</td>
</tr>
<tr>
<td>Litigation</td>
<td>$405</td>
</tr>
</tbody>
</table>

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

END EXHIBIT A

PSA with Watry Design, Inc.
Dated April 24, 2007
Project 921-0211 (SAP No.)
WHEREAS, on April 10, 2007 the County of Santa Clara, California ("Owner"), and Watry Design, Inc. ("Consultant") entered into a Professional Services Agreement ("PSA"), which PSA expires on April 10, 2009, for Consultant to provide Architectural-Engineering and Related Professional Design Services and,

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

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE:

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

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

3. SCHEDULE AND EXPIRATION DATE: Services and Deliverables shall be provided according to Attachment 2, Consultant’s Schedule. Consultant’s Schedule may only be modified with Owner's written approval.
4. MAXIMUM COMPENSATION LIMIT: The maximum compensation limit for services pursuant to this Project Agreement shall be as stated in Attachment 3, Consultant's Compensation. Consultant is fully responsible for not exceeding this limit.

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

6. ATTACHMENTS:

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

   - Attachment 1: Consultant's Services and Deliverables
   - Attachment 2: Consultant's Schedule
   - Attachment 3: Consultant's Compensation
   - Attachment 4: Listing of Subconsultants

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

WATRY DESIGN, INC., CONSULTANT:

By: ________________________________
   (Type Name of Person)
   
   ________________________________
   Date

Title: ________________________________

COUNTY OF SANTA CLARA:

 ________________________________
(Type Project Manager Name), Project Manager
SCVHHS Facilities
   Date

COUNTY OF SANTA CLARA:

Duane Oberquell, Director
SCVHHS Facilities
Owner's Authorized Representative
   Date

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

ATTACHMENT 1
to
PROJECT AGREEMENT NO. __

CONSULTANT'S SERVICES AND DELIVERABLES

I. Project Description

II. Basic Services & Deliverables

IV. Supplementary Services

End of Attachment 1
EXHIBIT D (Continued)

ATTACHMENT 2
to
PROJECT AGREEMENT NO. _

CONSULTANT'S SCHEDULE
CONSULTANT AGREEMENT

EXHIBIT D (Continued)
ATTACHMENT 3
CONSULTANT'S COMPENSATION

COMPENSATION SUMMARY

a. Basic Services and Deliverables

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

b. Supplemental Work Allowance

c. Allowance for Reimbursable Expenses

$ Maximum Compensation Limit

Project Agreement #___ to PSA with Watry Design, Inc.
Dated April 24, 2007
Project 821-0211-(SAP No.)
D - 3 of 4
EXHIBIT D (Continued)

SAMPLE ATTACHMENT 4
to
PROJECT AGREEMENT NO. __

LISTING OF SUBCONSULTANT'S and SUBCONSULTANT'S HOURLY RATES FOR NON-FIXED FEE SERVICES

(Describe Subconsultants in detail)

END EXHIBIT D
EXHIBIT E
SAMPLE INVOICE FORMAT

Date: ______________________
Invoice Period: ______________________
Invoice Number: ______________________
Project Agreement #: ______________________

Firm: Watry Design, Inc.
Address: 1700 Seaport Blvd., Suite 210, Redwood City, CA 94063
Telephone #: (650) 298-8150
Fax #: (650) 298-8151

To:
Santa Clara Valley Medical Center
Attn: Facilities
751 S Bascom Ave
San Jose, CA 95128
Attn: Project Manager >>>>

Project #: >>
Project Name: >>
Billing Period: >> to

Basic Services:

<table>
<thead>
<tr>
<th>Title/Position</th>
<th>Hours/%</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;&gt;</td>
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<td></td>
</tr>
</tbody>
</table>

(for 725h Work) $__________ Total $__________

Amount Due this Invoice: $__________

Total $__________

END EXHIBIT E

Approved
EXHIBIT F
INDEMNIFICATION & INSURANCE REQUIREMENTS

EXHIBIT B3-A (Rev. 1/2007)

INSURANCE REQUIREMENTS FOR
ARCHITECTS, LANDSCAPE ARCHITECTS, ENGINEERS & SURVEY SERVICES
CONTRACTS

Indemnity

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

Insurance

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

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of
Insurance certifying that coverage as required herein has been obtained. Individual
endorsements executed by the insurance carrier shall accompany the certificate. In addition,
a certified copy of the policy or policies shall be provided by the Contractor upon request.

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

B. Qualifying Insurers

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

PSA with Watty Design, Inc.
Dated April 24, 2007
Project 921-0211-(SAP No.)

B3-A (Revised)
Page 1 of 4
C. **Notice of Cancellation**

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

D. **Insurance Required**

1. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence  -  $1,000,000
   b. General aggregate  -  $2,000,000
   c. Personal Injury  -  $1,000,000

2. **General liability coverage shall include:**
   a. Premises and Operations
   b. Personal Injury liability
   c. Severability of interest

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

   **Additional Insured Endorsement**, which shall read:

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

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

4. **Automobile Liability Insurance**

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

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

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

a. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence/aggregate.

b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars ($50,000) per occurrence/event.

c. Coverage shall include contractual liability coverage.

d. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

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

a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

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

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

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

a. **Owner:**

   County of Santa Clara  
   Santa Clara Valley Health & Hospital System  
   Facilities Department  
   751 South Bascom Avenue  
   San Jose, CA 95128  

   Attention:  
   Duane Oberquelle, AIA  
   Director of SCVHHS Facilities

b. **Consultant:**

   Watry Design, Inc.  
   1700 Sepsor Blvd., Suite 210  
   Redwood City, CA 94063  

   Attention:  
   Jess Mcinerney  
   Principal

END EXHIBIT G
CONSULTANT AGREEMENT

EXHIBIT H

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

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

a. Contractor shall, during the term of this contract, comply with all applicable federal, state and local rules, regulations and laws.

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

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

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

Signature: __________________________

Name: __________________________

Title: __________________________

Date: __________________________

Contract Identifier: __________________________

END EXHIBIT H
EXHIBIT I
DECLARATION OF CONSULTANT
(Type I Contract)

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

Type I Category: Section II, C 8 "Contract with professionals"
Explanation: This is a contract for professional architectural and engineering services.

The following section must be completed by contractor:

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

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Contract Description</th>
<th>County Department Client</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Signature: ____________________________

Name: ________________________________

Title: ________________________________ Date: ________________________________

END EXHIBIT I