

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
Hellmuth, Obata & Kassabaum, Inc.**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **Hellmuth, Obata & Kassabaum, Inc.**, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing space utilization and master planning services.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C – Contractor Schedule

Attachment H—HIPAA Business Associate Requirements Checklist

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County reasonably and in good faith determines that the quantity or quality of the work performed is unacceptable. In no event shall the County’s total fiscal obligation under this Agreement exceed Four hundred and thirty-nine thousand dollars,

\$439,000.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 25, 2009 through August 24, 2010.

This Agreement may be terminated by Contractor, the Director of the Department of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

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

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any Comprehensive General Liability and Motor Vehicle Liability policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition,

marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that **(a) within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded, and (b) the charges arise from incidents that are alleged to have taken place in California.** Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:

James Porter, Director, Public Works
555 County Center, 5th Floor
Redwood City, California 94063

In the case of Contractor, to:

Pamela Adams
HOK Advance Strategies
1 Bush Street
San Francisco, CA 94104

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Mark Church, President
Board of Supervisors
County of San Mateo

Date: _____

ATTEST:

By: _____
David S. Boesch, County Manager / Clerk of the Board

Steve Morton, Director

Contractor's Signature

Date: _____

Exhibit A

SCOPE OF WORK SAN MATEO COUNTY FACILITIES MASTER PLAN

PROJECT UNDERSTANDING

Contractor will evaluate the County's real estate and lease holdings for best use and best value. The county would like a road map to the best use of available land and facilities and an automated system to manage the overall portfolio for the indefinite future. Additionally, the county would like to develop standards for space utilization." The RFP asks that the Master Plan "make recommendations for the best use" of the County's three main campuses: Redwood City County Government Center, the Tower Road Complex, and the San Mateo Health Campus.

Contractor will evaluate the County's real estate and lease holdings for best use and best value...an automated system to manage the overall portfolio . . .and develop space standards for space utilization.

Contractor will provide the County a strategic level Facility Master Plan and a prioritized Roadmap that will serve as a guideline to develop a detailed Real Estate Disposition plan in the future.

PROJECT PHASES

MILESTONE MEETINGS AND DELIVERABLES

Time is of the essence and contractor agrees to progress generally in accordance with this schedule.

It is anticipated that the entire project can be completed in approximately 7 months, assuming that some tasks are undertaken in parallel as described in our Schedule. A series of Workshops are proposed at milestones in the project, usually at the end of major phases of work:

- Workshop 1: Goal Setting and Initial Assessment
- Workshop 2: CAFM Systems Evaluation
- Workshop 3: Recommended CAFM System
- Workshop 4: Workplace Standards and Utilization Study
- Workshop 5: Supply/Demand Assumptions
- Workshop 6: Brainstorm Preferred Master Plan
- Workshop 7: Recommendations Presentation

PHASE 1A. GOAL SETTING AND INITIAL ASSESSMENT (PHASE 1A. & 1B. DURATION 4-6 WEEKS)

To begin the project, we propose an intensive Initial Assessment to pull together all readily available data and to work with the County to understand your goals, parameters

and priorities that should guide facility master planning. This will involve review and summary of existing data in a form suitable for workshop meetings with key stakeholders, preferably in the form of a Steering Group that will guide the planning process.

We will compile an overview of all the County's properties in an effort to prioritize and focus subsequent work efforts. For example, in our work with other Counties, it has been beneficial to identify "High Value Target" properties early in the process. Our experience shows us that typically there are some properties that are obvious long-term "keeper" assets, and others are quickly determined to be poor performing assets that may be candidates for replacement or disposition. If these poor performers are identified early, the data gathering and CAFM documentation efforts may be decreased and we can focus on the properties likely to be long term assets.

In collaborative sessions with the County during this Initial Assessment, the team will begin to understand department missions, goals and objectives, and will inquire as to whether or not the existing real estate infrastructure adequately supports each department's mission. We will explore current locations, critical facilities, trends for shrinking, expanding or maintaining size, overall utilization, consolidation or adjacency strategies, and success with past acquisition and disposition processes. We will consider needs from the perspectives of both short and long-term horizons.

Questionnaires and interviews with a designated representative of each department will be used to determine the following:

- Each department's major location(s) throughout the County, identifying assets that are under utilized, near lease expiration, functionally obsolete, in poor locations or have high operating expenses. These assets may have significant potential for capital recovery or cost savings.
- We will particularly focus on properties where rents are high, lease locations are large, a large number of departments are located (for consolidation opportunities), and where under utilized owned assets (land or buildings) may have significant market value.
- Through the space review and utilization exercise, we will identify the departments (if any) that have significant properties with high cost per employee, high square foot costs versus the market, or higher amount of square feet per employee compared with similarly functioning agencies.

CO-LOCATION AND CONSOLIDATION OPPORTUNITIES

We know through our experience that there are usually significant opportunities to achieve co-location savings within large public real estate portfolios. Through analysis of the portfolio and an understanding of the dynamics of individual department operations and other agencies they interact with, we will uncover opportunities to co-locate groups and reduce overall costs. Our process for identifying such opportunities will be:

- Develop an overall understanding of the County’s portfolio by reviewing existing data gathered during the Property Profile Phase
- During the interviews, and in conversations with the County, identify compatible departments for co-location; focus on groups that need to be located near or adjacent to each other and understand these dynamics at a high level.
- Identify locations that are underutilized or have a large square footage devoted to uses that are only occasionally utilized.
- Review lease expirations to attempt to “match up” transaction events between departments that could co-locate; determine if short-term extensions (or early terminations) are options to further match the opportunity.

OPTIMAL UTILIZATION OF OWNED ASSETS

Our team will evaluate how the County can optimize its utilization of owned assets, and potential opportunities to improve space utilization and move operations from leased space to owned space. This process will include the following key steps:

- During interviews, and in conversations with the County, identify compatible departments for co-location within owned facilities.
- Based on current data and benchmark comparisons, perform a preliminary evaluation of whether owned facilities are being used efficiently and if opportunities exist to consolidate operations into owned facilities.
- Based on the FCIS, evaluate the physical condition of owned facilities and whether the physical condition of each facility supports the long-term mission of the County.
- Determine whether certain owned facilities are candidates for disposition based on several criteria, including physical condition, Facility Condition Index, long-term usefulness to department missions, and value of underlying real estate.

KEY ACTIVITIES

1. Project Initiation meeting
 - Confirm scope of services, schedule and process
 - Establish communication plan, roles & responsibilities, and Steering Committee of up to 6-8 County leaders who will guide the consultants’ work
 - County to convey all existing relevant data
2. Data Gathering
 - Issue requests for information, prepare questionnaires/surveys
 - Review past studies and other relevant data e.g. FCIS
 - Facility tours and “windshield survey” of value for alternative use
3. Document Property Profile (as outlined in Phase IB)
4. Initial Assessment
 - Property summary ratings: priority for continued County use
 - Priority candidates to be considered for disposition
 - Initial “Lease vs. Own” analysis to identify magnitude of opportunity for savings which could be achieved by consolidation from leased to owned

space, and/or by disposition of high-value County real estate (note: County is assumed to provide current lease files and lease abstracts, and accurate information on current outstanding debt on owned assets)

5. Workshop with Steering committee
 - Introduce team, process, schedule and deliverables
 - Brainstorm Goals and Objectives
 - Focus subsequent work on priority issues and properties

PHASE 1A DELIVERABLES

- Agreed Goals and Leadership Direction that will guide subsequent work
- Initial Assessment: Goals, Issues, Priorities and Key Performance Measures identified

ASSUMPTIONS

- Weekly project review calls with client project manager
- One meeting with the steering committee
- Meetings with key stakeholders and department heads to discuss the department's questionnaire response; 2-3 day sequential period (would allow approximately 20 interview slots of 45 minutes average, assuming interview slots are scheduled from 8 or 9 am to 5 pm on the series of up to 3 days)

PHASE IB. PROPERTY PROFILE

The purpose of the property profile is to understand what data the County currently has, what additional information is required to carry out the Initial Assessment and identify where any gaps are. A template for documenting the data will be created in a database that will later be transferred directly into the CAFM/IWMS system.

KEY ACTIVITIES

Data Gathering

- Request and gather drawings and documents
- Create template to document data
- Document information in temporary project database

Reports

- Develop Report Formats
- Run Property Profile reports

PHASE I. DELIVERABLES

- Temporary Project Database
- Property Profile Reports

ASSUMPTIONS

- Documentation of properties will rely upon site, building and room naming conventions to be established by County (unique identifiers are necessary for CAFM purposes).

- Site and building visits will be conducted at a level appropriate for high-level facility master planning. Facility profile information on both owned and leased buildings is assumed to be provided by County in database or spreadsheet format.
- County will provide database access to Facility Condition Information System (FCIS) for all facilities assigned a Facility Condition Index Rating; FCIS is assumed to contain data assessing various building aspects and systems that will be used in a summary rating of building performance (high to low).
- Cost of owning and operating leased and owned buildings will be provided by County.

PHASE 2.

CAFM SYSTEMS: COMPUTER AIDED FACILITY MANAGEMENT (DURATION 12-14 WEEKS)

Computer Aided Facility Management (CAFM) systems, or as now commonly referred to as Integrated Workplace Management Systems (IWMS), are often viewed as facility management software solutions to help manage real estate, employees and space. Even minimal implementation offers a great deal of value as IWMS can quantify global, regional and location-specific Key Performance Indicators (KPI's) that focus service delivery at both the strategic and tactical levels. It provides the framework to summarize management-level reports based on established standards and to pinpoint opportunities and efficiencies.

CAFM EVALUATION (4-6 WEEKS)

The first step in the CAFM Evaluation is to conduct a Needs Assessment. This will begin with a kick-off workshop with a CAFM steering group to be designated by the County. The CAFM steering group should include key staff involved in space planning and move coordination , Up to 6 follow-up interviews will be held to clarify key data and reporting requirements. Groups commonly represented in the Workshop also include real estate / facility management, IT, HR, Finance and Security: they all have the potential to contribute data into the system, are potential “early adopters”, and would benefit from an IWMS implementation.

This process will help define the County's expectations of the system, review and document existing business practices, define reporting requirements, document existing systems, identify network/technology requirements and establish system requirements. After discussing implementation strategies (including phasing and system testing), potential users and access requirements, this information will be used to select a preferred software solution and document the rationale for its recommendation.

CAFM IMPLEMENTATION (6-8 WEEKS)

Once the system has been purchased and installed and before documentation can begin, County site, building and room naming conventions will be reviewed to validate standards for labeling spaces. Based on what we learned during the Initial Assessment and the CAFM Needs Assessment, our technicians will polyline the spaces in one owned County building of approximately 300,000 Square Feet, identify space types and assign

room numbers according to the County's established naming conventions, and assign employee names to those spaces as informed by County-provided database information.

To save data entry time, it's common practice to integrate employee information (e.g. departmental assignments, charge-back numbers, etc.) with other external databases from HR, IT or Security. We have allowed some time to "normalize" this data integration. Once the data has been stabilized, it can be leveraged across several groups and uses.

Testing, creating custom reports, documentation and training will complete the scope of services for this phase of the project. The software system will then be turned over to the County to input the remaining owned and leased buildings and in-house management related information.

KEY ACTIVITIES

1. Needs Assessment: Workshop / Interviews
2. Organize Existing Data (entire Portfolio) and Drawings (selected facility for connection to IWMS)
3. Develop Data Model and Process Map(s)
4. Statement of Requirements and Vendor Review
 - Project Background
 - General Architecture: systems and technical requirements
 - Functional, Data and Process Requirements
 - Baseline Reporting Requirements
 - Roles and Responsibilities of Vendor and Project Team
 - Security, Training and Installation Requirements
 - Bid Submittal Form
 - Review vendor performance and pricing
5. Evaluation and Comparison Matrix: Data and Functional Requirements
 - Recommendation (2 options) / review
 - Award software vendor
6. Implement CAFM System
 - Assume CAFM software to be purchased and installed by County
 - Establish Standards
 - Populate database
 - Integrate Existing databases as appropriate (e.g. Finance, HR, IT Security)
 - Test software, Security, Data Integrity and Business Processes
 - Run Reports and QC
 - Documentation and Training for user interface

PHASE 2. DELIVERABLES

- Statement of Requirements for CAFM system
- CAFM system populated for one building or buildings that total approximately 300,000 GSF (with County facility data and poly-lined plans)
- Sample reports representing identified KPI metrics

- Training and Documentation

ASSUMPTIONS

- Courts building data will be provided by the State of California
- For every department there will be a single County contact person who is knowledgeable about the department's workspace and can provide guidance and information regarding space allocation
- All County owned buildings are in .DWG format (approximately 3 million gross SF per RFP) and can be used as a basis for entering the single building information into a CAFM/IWMS system. Data on owned building(s) is readily available: Building Address, current architectural plans, FCIS data on age and deficiencies, legal descriptions, title, relevant previous studies, etc.
- For leased properties 42 buildings (approximately 500,000 SF): lease documentation data regarding square footage, rentable factors, terms and operational costs are readily available.
- Creating new building backgrounds suitable for a detailed CAFM/IWMS documentation-implementation are not included in the baseline fee. The building SF information from CAFM/IWMS will be able to integrate with the employee count and department assigned to the space provided by the County for reporting and analysis purposes.
- Operations and maintenance cost information is current, accurate and reliable.
- Engineering studies and site evaluations are not required.
- Current Headcount, space utilization data and departmental space plans are readily available in digital format.
- The cost of a CAFM/IWMS software system is difficult to determine until a Needs Assessment has been completed. For this reason, it is not in the Base Fee, but a range for this type of system has been included in the Additional Services Fee schedule.
- Space documentation (occupied and rented) will be required for all facilities. The CAFM system will be populated with County facility data for a "pilot" demonstrate of the application (one building or buildings that total approximately 300,000 GSF). Building CAFM/IWMS management will not be required for court-inclusive space (these areas will not require detailed room by room boundaries).
- 4 weeks of a developer's time has been included to normalize data integrated into the CAFM system taken from other data sources.
- One Needs Assessment Workshop will be held and followed up by a total of up to 6 interviews with selected representatives from real estate, facility management, HR, Finance, IT and Security over a 2 day period following the Workshop.
- Two sessions in a single location will be held to train County personnel in operation and administration of the CAFM/IWMS system. Up to 10 attendees may attend each session where a training manual will be provided covering IWMS operation, work processes and reporting. The sessions will be separated into user and "super user" groups with appropriate system responsibilities (e.g. read-only, data entry and work process development).

PHASE 3: SPACE UTILIZATION STUDY (DURATION 4-6 WEEKS)

The primary purpose of a Space Utilization Study is to identify significantly underutilized assets. To do this we propose to use a combination of the above-described interviews and analysis of metrics. This study will have a primary focus on office tenants and office supported facilities. We will analyze the symptoms of underutilization of buildings of this type such as:

- High SF per person compared to other departments or buildings (using benchmarks for public administrative space);
- Low efficiency of building floorplates (net usable as a percentage of total gross area)
- Excessive space dedicated to hard copy storage that is saved in multiple places, could be electronically stored, does not require frequent access and/or does not need to be located within the department;
- Excessive amount of dedicated support that could be shared with other groups.
- High proportion of staff whose job duties require that they spend much of their time outside the office (for example the most productive time for inspectors and caseworkers is their hours in the field)

Based on findings of interviews and plan analysis during the Initial Assessment, we can determine which buildings are most efficiently used, and which are comparatively underutilized. We document our findings, depending heavily on graphical images and charts to illustrate facility comparisons, key points in space inconsistencies and opportunities for improving space efficiencies.

KEY ACTIVITIES

1. Summarize staff groups whose work requires them to spend a large portion of their time in the field
2. Comparative Floor Plate Efficiency Analysis: Net usable to gross area efficiency ratios for a representative sample of owned County buildings
3. Comparison of SF per person by building and by department (based on County data re: number of staff by building)
4. Summarize findings re: Opportunities for Improved Utilization

PHASE 3. DELIVERABLES

Space Utilization Report

ASSUMPTIONS

- County will provide data on building area and number of occupants (for comparison of SF per person as a utilization metric)
- Floor plans from County are accurate enough to enable calculation of net usable area

PHASE 4. WORKPLACE STANDARDS (DURATION 4-6 WEEKS)

We will first review existing or past officing space standards that have been used by the County. If desired, we can review furniture specification packages on projects that have been completed for County space in the past few years. We can then compare these officing standards and other SF occupancy measures against benchmarks and best practices for public administrative space. Once we have gathered and analyzed this information, we will recommend a set of workplace standards that support the County's values, goals and real estate requirements.

A Workplace Visioning Workshop will be held with key stakeholders to present our findings, review how the County compares to current Trends and Benchmarks to other public entities and discuss the impact, benefits and risks of alternates. At the end of the Workshop, the consultants will recommend prototypical workplace standards to be assumed for Facility Master Planning purposes.

KEY ACTIVITIES

1. Outline Workstyles and Common Spaces for which Standards are needed
2. Compare HOK's data on Office Space Benchmark Trends/Best Practices to existing County space usage
3. Summarize Recommended Standards ("footprint" sizes by workstation type)
4. Document Findings and Present Recommendations

PHASE 4. DELIVERABLES

- Assessment Summary
- Prototypical Workplace Standards for individual and common (shared) work spaces for San Mateo County

ASSUMPTIONS

- Recommendations will be made to County's project manager and/or presented at a Steering Committee meeting
- Level of detail will be limited to that required for facility master planning. :Standards will be based on comparing existing HOK public sector benchmark workspace standards (workstation sizes by staff type, enclosed vs. open, and support allocation ratios)
- Workspace Standards are footprint guidelines to be used as a basis for SF allocation (not recommended dimensions or furniture layout).
- Any new Alternative Officing (AO) scenarios will not be addressed in this study. Any current policies in place will be addressed by using a space utilization ratios or identifying work areas for drop-ins (unassigned workers).

PHASE 5. SUPPLY/DEMAND ASSESSMENT (DURATION 6 WEEKS)

The team will compare the amount of space inventory the County has (Supply) and the forecasted amount of space the County will need (Demand). Future demand for facilities will be examined considering how new workplace standards will impact this need. In view of this demand, we will determine the optimal supply of facilities at each campus. We will compare growth at existing locations (Status Quo) to up to two alternative location scenarios (combined strategies for the County property portfolio).

This phase includes the development of key metrics to measure utilization performance of the County's real estate portfolio. Examples of metrics known as KPI's (Key Performance Indicators) include square feet per employee, occupancy costs per employee and real estate costs per square foot. From our findings during the Initial Assessment phase, there may be additional KPI's added to this list of metrics that align with the County's business objectives. This will enable comparison of space use, efficiency and effectiveness.

The deliverable of this phase is a Supply and Demand Summary by Location (overall strategy for County campuses) that will include analysis of location options. These findings will be used as a basis for the remainder of the Master Planning and Recommendations phases.

KEY ACTIVITIES

1. Space Supply: Inventory reports from CAFM system and Property Profile
2. Space Demand
 - Findings from Departmental Surveys (summary highlights from Task 1A)
 - Headcount assumptions guided by the Steering Committee
 - Special space identification
 - Summarize Departmental Leadership interviews (highlights from Task 1A)
 - Summarize existing supply by building, site and FCIS condition rating
3. Staff Projections and Location Clusters
 - Forecast Space requirements and allocation (5 - 10 -15 yr horizon)
 - Identify adjacency requirements and consolidation/collocation opportunities
4. Compare Demand and Supply for Alternative Locational Scenarios for the County's real estate (Status Quo compared to two other alternatives)
 - Expand at Existing Locations (Status Quo)
 - Up to 2 Other Location Scenarios (high-level strategies)
5. Workshop
 - Present findings from Supply/Demand study
 - Summarize major opportunities and issues
 - Consolidation opportunities
 - Improved adjacency opportunities
 - Deferred maintenance issues (summary based on information in FCIS)
 - Real estate issues/opportunities

- Risks, unknowns and political considerations
- Client direction re: preferred Location Scenario to be assumed for Master Plan

PHASE 5. DELIVERABLES

- High Level Space Needs Summary: Headcount demands and total space requirements documented by department
- Adjacency and location-based requirements at a department level, related to occupancy, workflow and service delivery efficiency
- Supply and Demand Summary: using new standards
- Recommended Location Strategy and its underlying rationale/principles, based on the findings of the above-described evaluation of alternatives

ASSUMPTIONS

- Primary focus is on office space., and departmental forecast requirements are based on headcount and benchmarks for average area per employee.
- Scope of work is limited to identification of SF occupancy requirement, and will note conditions that would require special architectural attention (raised floor, non-typical floor load requirements, dock access, labs, etc)
- County will provide FCIS data on condition for all buildings, and data regarding total costs of ownership, including identifying costs associated with deferred maintenance
- Consultants will receive direction from client to determine Preferred Strategy that will be developed in the Master Plan
- Some of the Space Requirement information may be collected during the Initial Assessment Phase.

6.0 MASTER PLANNING (DURATION: 4 – 6 WEEKS)

This phase will integrate findings from all previous phases in order to develop the preferred Facility Master Plan scenario to accommodate the County's property and asset management objectives and support effective operations of its departments. Through continuing input from the Steering Committee, we will evaluate issues important to development of the best scenario, including building functionality, improved adjacencies between related functions, client service, optimal property utilization, market/economic value, and political considerations.

KEY ACTIVITIES

1. Summarize space needs and preferred location scenario
2. Describe any major constraints to space and infrastructure supply by building and site
3. Summarize existing conditions affecting site/building capacity for preferred Master Plan approach, based on findings of Supply/Demand phase
4. Recommendations for all campuses according to preferred approach

5. Disposition candidates will be identified based on building performance, deferred maintenance challenges and projected County space and locational needs
6. Develop principles to optimize portfolio configuration, and a guiding framework/method for evaluating alternatives and determining priorities (Road Map)
7. Steering Committee Workshop: Present preferred approach

KEY DELIVERABLES

- Comparison of Supply/Demand
- Recommended Location Clusters
- Recommended best use of the County's three main campuses
- Disposition candidates (buildings and sites)

ASSUMPTIONS

- Master plan level determination of space and infrastructure constraints based on FCIS and information provided by County
- Identification of probable capacity constraints but no engineering analysis assumed

7.0 RECOMMENDATIONS FOR REALIGNMENT (DURATION 2-4 WEEKS)

The purpose of this phase is to document our recommendations and conclusions in report form. Based on the findings of the Master Plan phase and any refinements from the Steering Committee presentation, we will prepare a report that summarizes next steps and key recommendations for realignment of the County's properties.

KEY ACTIVITIES

1. Document findings in a Draft report
2. Workshop Presentation to Steering Committee
3. Final report based on a single set of comments recorded and conveyed by the County's Project Manager, (direction regarding refinements to finalize consultant recommendations, based on Steering Committee input)

KEY DELIVERABLES

- Document Facility Master Plan as a final report which will summarize all findings, and will also include specific agency strategic and tactical portfolio ideas, concepts and recommendations to enhance the County's operations and reduce its real estate costs.
- Identification of recommended next steps for each campus or property
- Concept for phasing the preferred scenario
- Presentation of implementation plan and timeline to Steering Committee (wall graphics and/or Powerpoint presentation, as appropriate)

- Summary of the Road Map developed in Task 6, describing a framework of key principles and an evaluation method for ongoing planning and asset management decisions

ASSUMPTIONS

- Facility Master Plan is assumed to be in 8 1/2 x 11 report format
- Drafts for Steering Committee review (assume 10 copies B&W)
- Final deliverable will be provided as an electronic formatted pdf of original, suitable for the County to print any number of additional copies.

OTHER OPTIONAL ADVISORY SERVICES

The above scope attempts to work within the County's stated target budget of \$400,000 which requires a streamlined approach rather than going into detail in some areas. However, our team is willing and ready to assist the County with additional or continuing services, such as:

ADDITIONAL PLANNING, DESIGN OR WORKPLACE STRATEGIES

If the County wishes further level of detail on any specific aspects of the plan, we propose to develop a mutually agreeable scope and fee through further discussion to understand desired priorities and focus areas.

COMPLETE CAFM DATABASE POPULATION

This scope assumes that the consultant team assists the County in selecting a system and fully documenting one multi-department building to demonstrate its application. The baseline fee assumption is that, once HOK has set up the system and provided standards and training, the County will be responsible for accomplishing the remainder of drawing population. However, we are very happy to discuss the implications of continuing services to complete the CAFM/IWMS drawing implementation and database connection.

CAFM SOFTWARE

The cost of the CAFM system has not been included in the base fee. Detailed cost options are outlined in the Fees section.

MARKET AND FINANCIAL ANALYSIS

At the County's request and based on a mutually agreed scope of additional services, the team can provide further financial analysis of alternatives, for example:

- Determine overall cost of each scenario on a NPV basis
- Provide a pro forma cash flow analysis for implementing each scenario
- Evaluate the impact of different capital formation plans (Bond, COPS, 63-20, various public/private partnership structures, etc)

DISPOSITION OR ACQUISITION SERVICES

The team can also provide additional services to advise the County on optimal strategies for the disposition of any County surplus assets that are created through the implementation of the Master Plan. This could include the evaluation of a range of alternative disposition, ownership & financing structures that may impact the marketability and return on the asset. Some such structures may include sale, ground lease, joint venture, participations – and we would evaluate these on behalf of the County from economic return, risk, timing and financing perspectives prior to entering the market.

Exhibit B.

Contractor agrees to perform the services identified in Exhibit A for a total of \$440,000. The contractor may request progress payments on a monthly basis, which will be computed based on the percent of completion of each of the following phases:

Phase 1A: Goal Setting and Initial Assessment	\$45,000
Phase 1B: Property Profile	\$14,000
Phase 2: CAFM Recommendation & Implementation	\$128,000
Phase 3: Space Utilization	\$35,000
Phase 4: Supply / Demand Assessment	\$50,000
Phase 5: Master Plan	\$87,000
Phase 6: Workplace Standards	\$40,000
Phase 7: Recommendations for Future	\$40,000
<hr/>	
Project Total	\$439,000

The County will pay the costs for the CAFM system hardware and software.

The consultant team is available to provide additional services beyond those described in the Scope of Work, as requested by the County, based on mutually agreed work scope and on a time and materials basis.

Attachment H

County of San Mateo

Health Insurance Portability and Accountability Act (HIPAA)

Business Associate (BA) Agreement Determination Check List

Agency:

1. (a) Will the County disclose individually identifiable health information concerning County clients to the Contractor?

_____ Yes (If Yes, go to question 2) _____ No (If No, go to 1 (b))

(b) Will the Contractor use individually identifiable health information concerning County clients in the process of providing services for the County?

_____ Yes (If Yes, go to question 2) _____ No (If both 1 (a) and 1 (b) are No, stop here Contractor is not a BA)

2. Will the Contractor use the identifiable health information ***ONLY*** to provide direct physical/mental health care or treatment to clients of the County?

_____ Yes (Business Associate agreement not required)

_____ No (If No, **CONTRACTOR IS A BUSINESS ASSOCIATE**)

3. Please specify services provided by Contractor.

Division Director Approval: _____ Date: _____

If Contractor meets criteria for Business Associate, Business Associate agreement is required. Further questions regarding the need for a Business Associate agreement should be directed to the HIPAA Privacy Officer and/or County Counsel.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP – Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.