



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Public Works Department



**DATE:** September 16, 2011  
**BOARD MEETING DATE:** September 27, 2011  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** James C. Porter, Director of Public Works *And attached for*

**SUBJECT:** Contract for Architectural Services for 2012 Facilities Master Plan

**RECOMMENDATION:**

Adopt a Resolution:

1. Directing the President of the Board to sign a contract with Huntsman Architectural Group for an amount not to exceed \$595,085 for interior design and construction administration services for the Circle Star complex and two floors in 555 County Center for the period September 27, 2011 through September 27, 2014; and
2. Authorizing the Director of Public Works or the Director's designee to execute amendments to modify and County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term of service is/are within the current or revised fiscal provisions.

**BACKGROUND:**

In March of 2011, the Board authorized the purchase of the Circle Star complex. The complex includes two office buildings that total 208,000 square feet plus a garage and surface parking for over 700 vehicles. In May of 2011, the Board adopted the County's Facilities Master Plan that recommended reducing total leased space and adopting space and other design standards for owned space. The County requires the services of an architectural firm to help us implement the recommendations in the Facilities Master Plan as we move staff into the Circle Star complex. The firm will plan, design and oversee the tenant improvements at Circle Star and also apply the new standards to a remodel of two floors of 555 County Center that will be occupied by new tenants.

**DISCUSSION:**

The County issued a request for proposals for architectural services in July and received fourteen responses by the August 22, 2011 due date. A review committee that included staff from Real Property, Information Services, Public Works and the Health System evaluated all the proposals and selected the Huntsman Architectural Group (Huntsman).

Huntsman was selected for the responsiveness of their proposal which highlighted a recently completed project for Kaiser Permanente. The Kaiser project involved relocating over 1,800 staff from multiple locations to a single campus in the East Bay. For this project, Huntsman implemented new work space standards and incorporated many of the workplace strategies adopted in the County Facilities Master Plan.

The Contractor has complied with the contractor Employee Jury Service Ordinance as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. County Counsel has approved the Agreement and Resolution as to form and Risk Management has approved the Contractor's Insurance.

Approval of this action contributes to the Collaborative Community outcome of the 2025 Shared Vision by implementing the Facilities Master Plan that calls for co-locating departments with common customers and programs and creating one-stop services centers to improve customer service.

**Performance Measure**

Measure	FY 11/12	FY 12/13
Percent of moves in 2012 Facilities Plan completed	50%	50%

**FISCAL IMPACT:**

The Huntsman contract amount is \$595,085. Funding is included in the September revisions to the FY 2011/12 budget in the non-departmental account.

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

**\* \* \* \* \***

**RESOLUTION:**

- 1. DIRECTING THE PRESIDENT OF THE BOARD TO SIGN A CONTRACT WITH HUNTSMAN ARCHITECTURAL GROUP FOR AN AMOUNT NOT TO EXCEED \$595,085 FOR INTERIOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CIRCLE STAR COMPLEX AND TWO FLOORS IN 555 COUNTY CENTER FOR THE PERIOD SEPTEMBER 27, 2011 THROUGH SEPTEMBER 27, 2014; AND**
- 2. AUTHORIZING THE DIRECTOR OF PUBLIC WORKS OR THE DIRECTOR'S DESIGNEE TO EXECUTE AMENDMENTS TO MODIFY AND COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OF SERVICE IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, the County adopted a Facilities Master Plan that included space and other design standards; and

**WHEREAS**, the County intends to implement these new standards as County staff occupy the recently purchased Circle Star facility and space to be occupied by new tenants in 555 County Center; and

**WHEREAS**, the County requires the assistance of an architectural firm to plan design and oversee the construction of interior improvements; and

**WHEREAS**, the County wishes to contract with Huntsman Architectural Group from September 27, 2011 through September 27, 2014 for an amount not to exceed \$595,085.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that :

1. The President of this Board is hereby authorized and directed to execute the contract with the Huntsman Architectural Group for and on behalf of the County of San Mateo in an amount not to exceed \$595,085, and the Clerk of this Board shall attest the President's signature thereto.
2. The Director of Public Works or the Director's designee is hereby authorized to execute amendments which modify the County's maximum fiscal obligation by no more than \$25,000 in aggregate and/or modify the contact term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
HUNTSMAN ARCHITECTURAL GROUP**

THIS AGREEMENT, entered into this 27th day of September ,2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HUNTSMAN ARCHITECTURAL GROUP, 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 Planning and Interior Design 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

Attachment I—§504 Compliance

**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 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 Five Hundred Ninety Five Thousand, Eighty Five Dollars [\$595,085].

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 27, 2011 through September 27, 2014.

This Agreement may be terminated by Contractor, the County Manager, 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 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 I 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 such 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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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. 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.

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.

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 Contractor who is 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 within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. 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 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 States 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:**

Guido Misculin, LEED AP  
Head of Facilities Projects & Construction  
Department of Public Works  
County of San Mateo  
30 Tower Road  
San Mateo, CA 94402

**In the case of Contractor, to:**

David E. Meckley, IIDA CID LEED AP  
Principal  
Huntsman Architectural Group  
50 California Street, Seventh Floor  
San Francisco, CA 94111-4677

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: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Huntsman Architectural Group

  
Contractor's Signature

Date: 09.14.2011

Exhibit A

## Proposed Approach and Scope

The proposed scope of work includes a multi-floor tenant improvement build-out at the recently acquired Circle Star Plaza comprised of approximately 208,000 rentable square feet for the offices of the County of San Mateo (the County) and its staff. In addition, redesign of existing office space consisting of 1.5 floors or about 34,500 rsf at 555 County Center in Redwood City, the County's owned facility, which can be re-planned for space optimization. In addition to offices, Circle Star Plaza will have two conference centers and a "one stop" permitting center.

### Workplace Planning Overview

Huntsman's approach to workplace planning centers on partnering with our clients. Working with the County of San Mateo, we will explore how the County can optimize its physical space to enhance strategic objectives. We start this discovery by listening to assure we properly understand the needs and goals of the County for this project. Then, through our collaborative visioning, we ask the questions that will inform the planning for a successful, innovative and enduring work environment.

Over the past 30 years, Huntsman's partnership with clients has challenged traditional concepts linked to the office environment, corporate real estate planning and space utilization. Today's organizations seek long-term and cost-saving real estate strategies that also enhance a combination of benefits including:

- Identifying overall project goals
- Enhancing service to the public
- Improving operations, space utilization, and quality of the work environment
- Incorporating sustainability, green and energy-efficient practices
- Minimizing the cost of future expansion or changes
- Optimizing facility expenditures
- Retaining staff and managing growth
- Fostering communication and team collaboration
- Maximizing flexibility

The following outlines our approach to the Circle Star Plaza project and how our team would implement the scope to meet an anticipated 12 to 14 month project schedule.

## PHASE 1: PROGRAMMING AND STRATEGIC PLANNING PHASE

### Visioning/Qualitative Programming

After a thorough review of the County's recently completed Facilities Master Plan, we will begin programming with a visioning session to further explore the County's practices, goals and objectives. The County and its designated leadership (from Public Works, Purchasing, Real Property, and Information Services) will actively participate with the Huntsman project team in a 3-4 hour workshop session to document the factors that will drive the design of the project.

It is during this session that we will explore the various proposed scenarios and determine which options are most likely to achieve the County's goals. For the purpose of this proposal it is assumed that the County will narrow the options to no more than two scenarios for further study. If the County would like to study additional scenarios, we reserve the right to adjust our proposed fees at that time prior to proceeding.

The qualitative information gathered during the visioning session dramatically enhances the design team's ability to develop appropriate physical solutions for the County by revealing key functional or organizational objectives. Once established, these objectives are reviewed at each project milestone to assure that the approved solution is in alignment with the original intent. Additionally, these objectives are utilized to help resolve potential conflicting program and design issues by establishing clear project priorities. Items we propose to address include:

- County values and vision
- Public identity and image
- Current and future facility requirements
- Best use of available land and facilities
- Anticipated department/user-group relocations
- Standards for space utilization
- Sustainability and green practices (LEED Silver rating goal)
- Proper communication protocol

- Role of new and existing technology
- Industry best practices and trends

The visioning session also serves as a pre-design cost-control mechanism by:

- Achieving consensus early to set project criteria
- Developing an agreed-upon Rough Order of Magnitude (ROM) budget
- Identify potential for re-use of existing construction

## Data Collection/Quantitative Programming

During this phase, we will review the County's existing preliminary program. If required, we will verify information through a series of high level interviews and observational tasks. Qualitative, operational, or business-practice oriented questions uncovered during the Visioning Session will be incorporated into the program update/validation process. The information gathering will include:

- Conducting on-site observation tours of existing workplace to monitor and document work patterns and styles
- Review quantitative data related to sizes, types, and quantities of offices, workstations, and non-office areas
- Review storage needs and requirements (i.e. filing, copy rooms, break areas, etc.)
- Analyze formal and informal meeting spaces including basic technology requirements
- Review current and projected department adjacencies of work-groups
- Apply "Best Practices" regarding function and physical layout of similar forward thinking organizations.

The information gathered during the programming interviews can be tested against the established visioning goals. If discrepancies between the County's objectives, departmental projections and observed practices are discovered, we will conduct a follow-up session to reconcile conflicts. The final consensus will become the qualitative guidelines for reviewing and testing workplace standards and developing block plans.

For the purposes of this proposal, we include meetings with up to sixteen (16) individuals or groups representing the various affected departments.

## Workplace Standards

We will review the County's Facility Master Plan recommended workplace standards and evaluate if they align with the established overall qualitative goals. Where they are out of alignment, we will develop modifications and alternative options. Once final standards are approved by the committee, we will adjust the quantitative program as required. This adjusted program and revised standards will then provide the quantitative guidelines for the test fit plan studies.

Deliverables: Vision Summary Report including Planning Guidelines, Final Program Spreadsheet and Workplace Standards Recommendations/Refinement

## Block Planning

Based on the final program, we will produce block and layout plans for the two (2) final scenarios. The current built-out condition of the space will be considered and evaluated as to their appropriateness to the program requirements, and the value stated of retaining existing improvements. The spaces will also be evaluated with respect to current code and ADA compliance. We will present the fit plan options to the County for approval to move forward with one (1) final scenario.

## Project Communication

### Adapt to the County's Preference

The County's staff already has work commitments, so one of our tasks is to make this project run as smoothly as possible for you. Huntsman adapts communication to our client's style, whether it's formal meeting minutes, E-mail, conference calls, or WebEx meetings. At the beginning of your project, we will meet with you to establish the correct communication protocols which will allow your project team to keep everyone informed without burdening them unnecessarily.

### Full Team Involvement

At the onset of your project, we will involve the entire proposed Huntsman staff in the Visioning Session even if their particular roles occur later in the project. This early connection allows all team members to experience first hand the overarching project goals to achieve a successful project.

#### Consultant Communication

We meet with consultants before they provide proposals or begin project work to communicate the intended scope of work, budget and project schedule. This assures accurate proposal definition so that their time is utilized efficiently.

### Managing The Design Process

#### Experienced Staff

We contribute our extensive experience in design concepts that reflect our client's vision and program. These concepts address the full scope of work, incorporating not only design, but sustainability and LEED® goals, project schedule and budget goals. At each phase of design and documentation, we will review the design in a format that reflects how we achieve the overall project and program requirements.

#### Integral Design

We approach each project with a goal to balance the appropriate aesthetic solution, with the client's programmatic, operational, budget and schedule criteria. Design isn't considered as an isolated project component, but can only be successful if developed, from the initial project stages, along with other critical project criteria.

#### Planned Alternatives

We believe that one test of good design is its ability to be executed successfully using alternate materials, fixtures and construction methods. Alternate approaches in execution are explored as the design solution is developed, to assure that the solution is adaptable and remains appropriate through either potential programmatic revisions and/or value engineering requirements.

## PHASE 2: DESIGN AND DOCUMENTATION PHASES

### Schematic Design

Once final block layouts are approved we will further develop them into space plans which integrate an overall design concept for project. These drawings will indicate walls, doors, interior glazing, millwork, furniture sizes and location, location of key overhead elements, and work-group locations and adjacencies. We will develop up to two (2) overall concept space plan sets and present those plans to the County. Upon receiving direction from the committee we will refine one (1) design concept for presentation. We include two (2) minor revisions to the preferred plans. We include a series of minor revisions to the preferred plans, up to an aggregate of 20% of the total plan area.

Deliverables: Presentation of scaled drawings, meeting minutes, and schematic design booklet fully illustrating the presentation.

### Design Development

In this phase we will then develop the three-dimensional properties of the project through elevations, sections, and fundamental details. We will notate partition types, power/data locations, and ceiling components. We will delineate general door types and hardware groups, as well as light fixture and finish legends/schedules. We will provide schematic drawings or sketches to convey the overall design concept and delineate any custom millwork or specialty components. We will develop a design concept for use in a signage program developed by a signage vendor. We will schedule a design review meeting with and present these components, including up to three (3) finish options in loose format. Once the committee selects one (1) finish palette, we will refine the palette and design as required for presentation to the County. We include one (1) follow up meeting to review design or finish change requests. We will incorporate the finish selections into the drawings/schedules.

Deliverables: Presentation of scaled drawings and finish samples (in loose format) to the design team, and one final follow-up review meeting. We will document the two meetings and distribute minutes, and at the conclusion of this phase will prepare a design development booklet illustrating the final finish selections. If requested, we can develop a formal computerized design presentation and/or mounted boards as an additional service.

## Document Coordination and Completion

### Information Management

The management of information systems consists of many in-house tools including AutoCAD standards, layer standards, data file-naming and organizational standards per project and project filing systems to ensure quick access to project data by discipline and type of information. We develop customized forms such as meeting minutes, logs and data sheets to organize and maintain documentation and ensure effective project delivery in each phase.

### Building Information Modeling

At the conclusion of the project we will provide the County with a set of architectural as-built AutoCAD drawings for use in its Integrated Workplace Management System (IWMS).

Additionally, upon request we can utilize parametric BIM software to develop designs and provide integrated design with structural, mechanical, and electrical engineering team members. BIM also models project phasing, tracks components and spaces, presents design solutions and alternatives, as well as seamlessly moves from design into production documentation. BIM allows for integration of sustainable design early in the design process in order to optimize building orientation, envelope, day-lighting, energy use and material usage.

### In-House Review Process

To assure consistent quality, Huntsman utilizes an in-house review process where an unrelated project architect reviews the construction drawing set prior to issuance. This objective eye assures constructability and coordination of elements.

## Construction Documents

Upon written approval at the conclusion of Design Development, we will prepare a complete set of construction documents for bidding and permitting. These documents will provide instructions necessary to construct the architectural components of the improvements including:

- Cover Sheet and General Information
- Demolition Plan
- Construction Plan
- Power and Signal Plan with reference furniture plan
- Reflected Ceiling Plan
- Finish Plan
- Enlarged Plans, Sections, Elevations as required
- Elevations and Details
- Applicable schedules
- Specifications (limited product specification on the drawings, including product names and acceptable manufacturers)

Huntsman has received PDF drawings of both Circle Star Plaza 1 and 2 (including the parking garage). We understand AutoCAD drawings exist for one of the buildings which we assume can easily be mirrored and reused for the missing building AutoCAD drawings.

We understand submission of permit drawings will not be required. Documentation will be provided in the construction documents in conformance with all County permit criteria, which will include *Path of Travel* and restroom exhibits, to the extent that would be required to acquire a permit.

Deliverables: Scaled drawing distribution to the design team and job order contractors for bidding. Scaled, signed, and sealed drawings to the County for record.

## Bidding

If requested, we will assist the County with the selection of its job order contractor. We will participate in interviews with the County to finalize the selection process. During sub-contractor bidding we will assemble and distribute the drawings to the selected job order contractor. We will respond to requests for information from the job order contractor and issue clarification addenda. We will review the estimate for general conformance with the Construction Documents.

## Engineering Coordination

If the County does contract directly with project consultants, Huntsman will establish an Architect Consultant agreement with an engineer (Mechanical, Electrical, Plumbing, Structural, A/V, etc.). We will:

- Issue AutoCAD backgrounds during the design/review period, followed by a second issue at the conclusion of Design Development
- We will update all consultant background information as needed, and provide a schedule
- Provide review throughout the project at scheduled milestones
- Coordinate consultant drawings, calculations, and reports for bid distribution

## Telephone and Data Coordination

We will coordinate with an IT vendor or consultant under direct contract with the County. We will:

- Initiate and coordinate the RFP process for selection of a IT vendor or consultant based on the specifications and a preliminary location plan provided by the County
- Facilitate coordination meeting between selected vendor/consultant and County representatives
- Supply AutoCAD backgrounds and review with selected IT vendor/consultant
- Coordinate final data locations requested by IT vendor/consultant with power locations
- Annotation of specific outlet types or faceplate designations, cabling specifications, rack and IT room layouts, and other cabling diagrams will be provided by the IT vendor/consultant
- Include IT vendor/consultant documents in bid package if required

## Furniture Services

Under the base services we will indicate furniture placement diagrammatically in the space planning phase. Based on the approved workplace standards and preselected furniture manufacturer, we will work with the County's Purchasing Division and authorized furniture vendor to:

- Provide AutoCAD drawings of the preliminary layout to the authorized vendor for the purpose of specifying and ordering furniture
- Coordinate power and data locations with furniture vendor
- Ensure necessary code compliance for workstation power and data installation
- The furniture vendor will be responsible for providing dimension requirements for floor monuments
- Review furniture and workstation egress clearances on vendor's plans

Where required, we will work with the county's furniture vendor to coordinate the reuse of existing furniture products.

Where new furniture is required, we will work with the County's newly selected furniture manufacturer system to select the individual components and finishes for the product to create the desired layouts for an additional fee. We will include up three (3) finish options which will allow for limited variation of palettes for individual departments to choose from.

Additionally, we will select specialty furnishings for the Circle Star Plaza Conference Centers which fall outside the County's furniture contract. This service will be provided for a separate fixed fee. It assumes that both conference centers will utilize the same furniture products.

## Signage and Wayfinding Program

Huntsman will provide design services for interior and exterior signage and wayfinding for One and Two Circle Star Way at Circle Star Plaza. The signage program will be coordinated with the existing exterior signage to ensure consistent wayfinding throughout the project. We will perform the following:

- Photograph existing monument signage and develop computer-aided composites to illustrate new modifications
- Design and develop interior wayfinding for room locations including room numbers and directional signage (created two (2) concepts and finalize one (1) option with two (2) minor revisions)
- Design and develop exterior building wayfinding (coordinate with final interior wayfinding concept)
- Signage will be designed to meet applicable codes
- Author Request for Proposal and issue Design Development drawings for pricing and fabrication to up to three (3) Signage Vendors
- Review submittals from the selected Signage Vendor and return them with approval or noted corrections
- Review the installation of the signage and prepare and distribute the punchlist to identify work determined to be incomplete or unsatisfactory

- Conduct a final walk-through when the installation of the signs is complete

Our scope of work excludes the design of any new exterior signage for building identification.

## Construction Oversight

### Staff Continuity

Huntsman's construction administration personnel are the same staff members that put together the construction documentation and have been involved with the project from inception. Therefore, there is no loss of information between phases or items that "fall through the cracks."

### Contractor/Subcontractor Presentation

As the construction phase begins, Huntsman will conduct a Design Presentation for the job order contractor and sub-contractors. We have found that by presenting the overall vision and goals of the completed project prior to construction, the construction team is able to resolve most project conflicts before they become issues and often suggest alternatives to achieve them.

### Local Presence

As one of the top five Bay Area interior design firms, we have knowledge of the resources available should a last minute substitution be necessary. We also will have ready access to the project site should our physical presence be required.

## Construction Administration

We will provide construction administration services for the duration of the construction period to review that the work is in general conformance with the design intent indicated on the Construction Documents. The job order contractor will solely be responsible for site safety and the means and methods of construction. We will attend one (1) weekly project or job site meeting or conference call. We will attend a final punchlist walk-through at substantial completion of construction and issue a punchlist document identifying any work determined incomplete or unsatisfactory. In addition, we will:

- Review contractor requests for information (RFI's), clarifications (RFC's), and requests for substitutions.
- Prepare and distribute Bulletins as necessary
- Review contractor submittals, shop drawings, material samples, paint brush-outs or mock-ups.
- Review and evaluate Change Order Requests
- Provide one back check site visit to monitor the contractor's satisfactory completion of all punchlist items
- Prepare a record set of drawings for the County's database and Integrated Workplace Management System. Submit updated CAD backgrounds to sub-consultants and sub-contractors for completion of as-built documents
- Monitor General Contractor's submission of these documents and warranty information

## Project Controls

We employ the following, established strategies to support the County in meeting the project costs, schedule and objectives:

- Assist in developing macro-level budget that includes overall project hard and soft costs
- Alignment of budget, design and schedule at key project milestones
- Alternate design scenarios to ensure budget conformance
- Project communications and approvals process to minimize user-generated changes
- Upfront due diligence on project conditions to minimize potential "game-changing" costs
- Project contingencies appropriate to existing conditions and complexity of work
- Life cycle cost analysis to confirm budget and value decisions
- Leverage general contractor relationships and current market conditions for cost efficiency - locking in sub-contracts, labor rates, etc.
- Thorough coordination of consultant disciplines to minimize change orders in the field
- Collaborative constructability review and "real" value engineering

## ADDITIONAL SERVICES

### Sustainable Design/LEED-CI Certification

It is our understanding that the County has not determined if it would like to pursue USGBC LEED® certification for this project, but it would like to emulate LEED criteria to meet at least the Silver level. This proposal includes all associated costs from the architectural aspect to meet the criteria, but does not include fees associated with the LEED documentation process.

Should the County pursue LEED® certification for this project, we will act as the project administrator on the County's behalf. We will manage the documentation process with the design and construction team and any other representatives that are part of the decision making process. The following outline describes our proposed scope of additional services:

#### A. Eco-Charrette

The "Eco-Charrette" consists of a half-day meeting in which we will provide the entire project team with a general overview of the broad concepts of sustainability and a more detailed description of the LEED® certification process. During the session, we will review, credit-by-credit, how to apply the selected LEED® standard (CI) to the design and construction of the project. We will facilitate a group discussion about costs, design benefits, environmental benefits and challenges associated with capturing each applicable LEED® credit and prerequisite.

The goal of this meeting is to produce a clearly defined list of LEED® credits to be pursued by the project team, establish the level of certification sought, and create awareness of the roles and responsibilities of each team member in the process. Huntsman will document the results of the "Eco-Charrette", identifying responsible parties and resolution strategies required to achieve a LEED® certification for the project.

#### B. LEED® "Responsibility Matrix"

We will provide a customized "LEED® Responsibility Matrix" consisting of an organized listing of the specific design and submittal requirements necessary to accomplish each LEED® credit and prerequisite targeted for the project. We will provide separate task lists and assignments for each project team member, including the County, identifying their specific roles and responsibilities in the certification process. We will support those parties in successfully accomplishing their tasks.

#### C. Project Team Meetings / Updates

Huntsman will track project progress and issues regarding each credit and each team member on a weekly basis (usually during an established project meeting). We will issue updates, identify issues requiring resolution, and provide specific strategies for resolving these items. This allows the entire project team to evaluate progress towards achieving the goals of the project, and reinforces the attention to detail necessary for credit achievement.

Huntsman will develop clear action plans to meet documentation requirements specific to materials tracking and construction practices by working with, and communicating LEED® requirements to the General Contractor. We will attend up to two (2) pre-bid conferences with the General Contractor.

#### D. LEED® Strategy Implementation, Research and Support

Huntsman will provide research services to support project LEED® objectives. Huntsman will serve as the project representative in formal inquiries to the US Green Building Council, and provide the project team with updates on USGBC rulings in a timely manner. In addition, we will:

- Investigate whether a product or material will meet LEED® requirements; research a product's previous success rate on the market and assist in locating suppliers
- Provide contacts and opportunities for strategic relationships with specialized vendors (e.g. commissioning agents, construction waste recyclers, and energy modelers)
- Provide Green Power quotes from renewable energy certificate providers
- Identify compliance paths to possible Innovation Points
- Provide interpretation of LEED® credits based upon available USGBC data, Huntsman project experience, and Credit Interpretation Rulings (CIR's), to identify all possible compliance paths applicable to the project and advise the project team on the most favorable compliance path

#### **E. Management of LEED® Submittal Documentation**

Huntsman will manage the LEED® registration process for the project, set up each team member on LEED® Online, assign them their respective credits, and facilitate the production and organization of the submittal documents required by USGBC for certification review. As project team members assemble their assigned LEED® documentation, we will advise and assist team members as appropriate, manage and organize the documentation upload process for USGBC review.

#### **F. Coordination of USGBC Certification Review**

Huntsman will assist project team members in preparing documentation for the preliminary and secondary USGBC certification reviews and for any subsequent appeals. We will aid the project team in interpreting USGBC response language upon return of a submittal by USGBC. We will assist team members in the re-submittal or appeal process, and manage the final submittal documentation. Huntsman will:

- Organize the team's USGBC Certification Review documentation
- Review documentation for completeness and clarity prior to submittal
- Represent the project before USGBC
- Follow-up with appeals of certification review as necessary

#### **G. Certification**

Achievement of the certification level sought by the project requires the participation of multiple stakeholders and is subject to subjective review by USGBC representatives. Thus, results can not be guaranteed. Huntsman has successfully obtained the sought certification level on each of the firm's LEED® projects.

Exhibit B

# Cost for Primary Services

## A. Detailed Explanation of Costs

Per Section V – Fee Proposal of the RFP, the following matrix outlines the requested budgeted hours and rates of key team members for the programming scope, fixed costs per rentable square feet for the design phases, and a fixed percentage of construction cost for construction administration services.

Team Member	Project Team						Cost Per Square Foot	Total Cost
	Principal David Meckley	Project Manager James Stefanski	Senior Interior Designer	Designer	Job Captain	Drafter		
Hourly Billing Rate	\$185	\$170	\$160	\$105	\$120	\$85		
A. Programming Phase	Based on Budgeted Hours and Rate of Compensation Includes meetings with up to 16 individuals or group							
Visioning	16	8	8	8	0	8		\$7,120
Programming Meetings	42	42	54	28	0			\$26,490
Data Entry	8	8	30	40	0			\$11,840
Program Validation / Fit Planning	16	16	16	48	0	40		\$16,680
Field Verification	0	0	4	0	16	40		\$5,960
Total Hours	82	74	112	124	16	88		
Subtotal							\$0.28	\$68,090
B. Design Phase	General Office Facilities @ Circle Star Plaza & 555 County Center (1)							
Space Planning / Schematic Design							\$0.24	
Design Development							\$0.27	
Construction Documents							\$0.52	
Bid Coordination							\$0.04	
Subtotal							\$1.07	\$238,075
B.1 Design Phase	Circle Star Plazas Conference Centers and 'One Stop' Center( 2)							
Space Planning / Schematic Design							\$0.32	
Design Development							\$0.40	
Construction Documents							\$0.70	
Bid Coordination							\$0.04	
Subtotal							\$1.46	\$29,200

C. Furniture Services	Based on Cost per Rentable Square Foot, unless otherwise noted							
	Provide furniture plans to County's vendor for planning of new or reuse of existing based on standard layouts developed as part of schematic design						included	included
New Furniture	Select furniture products components and finishes from a single manufacturer's line with a pre-established County contract. (3)						\$ .03	\$6,675
Conference Center	Select and specify specialty furnishings for Circle Star Plaza Conference Centers							\$6,000
Reused and New Furniture	Review Furniture Submittals and Shop Drawings						\$ .08	\$17,800
	Subtotal						\$0.11	\$30,475
C. Signage and Way-finding	Based on Cost per Rentable Square Foot, unless otherwise noted							
	Interior Signage and Way-finding at Circle Star Campus							\$25,000
	Exterior Way-finding only at Circle Star Campus (4)							\$2,500
	Subtotal							\$27,500
D. Construction Administration	Based on 58 Weeks / 14 months							
Team Member	Principal David Meckley	Project Manager James Stefanski	Senior Interior Designer	Designer	Job Captain	Drafter		
Hourly Billing Rate	\$185	\$170	\$120	\$105	\$120	\$85		
Estimated Hours	0	232	0	0	464	145		
		\$39,440			\$55,680	\$12,325		\$107,445
	Subtotal							\$107,445
E. Contingency	To be used as authorized by the County's Representative for scope of work not identified herein							
								\$35,000
F. Reimbursables Budget	Estimated based on Percentage of Design Fees from Construction Phases (5)							
							7.5%	\$28,100
Base Total							\$563,885	
Alternates								
USGBC LEED Certification	Circle Star Plaza at a Silver Certification Level						\$0.15	\$31,200
Total with Alternates							\$595,085	

- (1) Based on approximately 188,000 rentable square feet at Circle Star Plaza and 34,500 rentable square feet at 555 County Center with a construction cost budget ranging from \$30-\$35/rentable square foot.
- (2) Based on approximately 20,000 rentable square feet of Circle Star Plaza with a construction cost budget ranging from \$60-\$85/rentable square foot.
- (3) Assumes no more than 3-4 unique standard workstation and office types with consistent finish palettes within the Circle Star Complex.

- (4) Exterior signage limited to modification of existing entry monument and way-finding signage. Does not include any large scale County identifying building signage.
- (5) Reimbursable expenses to be invoiced at direct cost.

**Assumptions and Qualifications**

- 1. Rates valid through duration of contract.
- 2. Fees shall be charged on a time-and-materials basis not to exceed lump-sum amounts quoted or cost per-square-foot based on area of work.
- 3. Circle Star Plaza fees are based on re-use of existing (pre-improved) construction. Break areas on office floors shall generally remain in place. Existing conventional acoustical tile ceiling systems and light fixtures shall remain. Carpeting shall be replaced.
- 4. Circle Star Plaza scope of work anticipates impacted area of work to be approximately 65% of the existing space and excludes theatres, athletic facilities, dining facilities, full restroom re-design, building exterior, and site design.
- 5. Circle Star Plaza Conference Centers and One Stop Center fees are based on major renovation of current conditions with limited reuse of existing construction.
- 6. Assumes Huntsman will be provided with AutoCAD for 555 County Center and 1 Circle Star Plaza base files for minimal field verification required. Huntsman will recreate base AutoCAD files for 2 Circle Star Plaza
- 7. Base building work associated with a seismic retrofit and/or ADA upgrades will be considered an additional service.
- 8. Accessibility Path of Travel and Restroom basic documentation is not required for this project.
- 9. Plan Check and Permit Fees are excluded from fee proposal.
- 10. Formal rendered presentation drawings, finish boards, computer generated models or presentations requested by client beyond what is necessary to demonstrate design intent as outlined in RFP (such as materials created for display) will be considered an additional service.
- 11. Any major rework of architectural or furniture improvements after authorization to proceed has been given by the client will be considered an additional service.
- 12. Structural, Mechanical, Electrical, Life Safety, Sprinklering design. work is not included in this contract except for coordination to the extent outlined in the proposed approach
- 13. LEED certification and documentation services are provided as an alternate, as outlined in Sustainable Design. We have included a minimum level of sustainable initiatives as a part of our basic services, schematic design and design development phases. The added fee for this option is based on Huntsman assuming the primary role in coordinating and documenting the LEED certification process. Once exact scope of LEED certification levels is defined, we will provide a quote for approval prior to commencement of work.