

Exhibit A

***Architectural and Engineering  
Professional Services Agreement  
for the New County Government Center at the  
County Administration Center Campus, Santa Rosa***



***County of Sonoma  
Public Infrastructure Department***

Warren Sattler, Special Projects Director  
County of Sonoma Public Infrastructure Department  
400 Aviation Blvd, Suite 100  
Santa Rosa, CA 94063

[warren.sattler@sonoma-county.org](mailto:warren.sattler@sonoma-county.org)

## AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2024 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and ZGF Architects LLP, an Oregon Limited Liability Partnership (hereinafter "Consultant" or "Architect").

### R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified architecture firm experienced in Architectural Design and related services; and

WHEREAS, in the judgment of the Sonoma Public Infrastructure Department, it is necessary and desirable to retain the services of Consultant for completing design, architectural, engineering and other professional services as part of planning, design, and project support for the proposed New County Government Center project.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### A G R E E M E N T

#### I. Scope of Services.

##### 1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "D" and pursuant to Article 7, Prosecution of Work. Optional, additional services which may be requested by County are as listed in Exhibit B. In the event of a conflict between the body of this Agreement and any of said Exhibits, the provisions in the body of this Agreement shall control.

All work shall be in phases as itemized in Exhibit A. All work shall be performed in task phases as listed in said Exhibit.

Other than Task 1 listed in Exhibit A (Research through 50% Schematic Design – a level of design that provides sufficient substance to define a financially feasible project for review by the Board), no other work is guaranteed and shall be as-needed only, as determined by County in its sole discretion. If elected, County will issue a Task Order to Consultant authorizing and initiating Task 2.

Nothing herein grants Consultant any exclusive right to provide any services, and County reserves all right and discretion to obtain any and all services from other

providers.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard.

- a. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

- b. Drawing and specification electronic file format. Consultant shall produce all plans, for all disciplines, using Autodesk's Revit, latest release for Microsoft Windows release. All specification sections shall be produced using Microsoft Word, latest release for Microsoft Windows. Coordination of Consultant's and sub-consultants' drawings and specifications shall be performed by Consultant so that one complete set of drawings and specifications on disk is produced for use in bidding and construction of the project. At completion of the bidding phase, Consultant will complete a conforming set of construction documents integrating the addenda with plans and specifications prior to construction starting. Consultant shall submit to County a copy of Conformed Construction Documents digitally in each of the following formats:

Drawings:

- 1) AutoDesk Revit latest version, and 2) Adobe Acrobat PDF format - one file containing the entire set of drawings is preferred; however, for large projects separate file for each discipline will be acceptable.

Specifications:

- 1) Microsoft Word DOC format; and
- 2) Adobe Acrobat PDF Format

- c. Record documents: Consultant shall prepare the Record Documents. Conformed Construction Documents may be used by Consultant to produce the Record Drawings, if requested by County, as follows:
- d. Consultant will make the Record

Document corrections based on Consultant's request for information responses, observable conditions during site visits, known changes to the Contract Documents, and information provided by Contractor and/or County. Using the Contract Document set of AutoDesk Revit drawings. Consultant will prepare the Record Drawings. Upon Consultant's completion of the Record Drawings the electronic files will be submitted to County in original form and in Adobe Acrobat PDF form. Consultant will also submit complete corrected specifications in Microsoft Word format (latest Microsoft Windows release).

Coordination of Consultant's and sub-consultants' drawings and specifications shall be performed by Consultant so that one complete and final set of drawings and specifications (Record Documents) digitally is produced for County's use.

#### 1.4 Assigned Personnel.

- 1.4.1 Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- 1.4.2 Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Ted Hyman, Chris Conaway, Jeff Katz,

Allyn Stellmacher, Lia Peacock, Susan Oehme, James Woolum, Jenny Lee, Claire Maxfield, David Renken and Erin Smith.

- 1.4.3 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

## 2. Payment.

For all services, deliverables, and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

For the individual Base Scope phases and tasks listed in Exhibit A, Consultant shall be paid the stated lump sum (fixed fee) amounts for each respective phase/task authorized and performed, regardless of the number of hours or length of time necessary for Consultant to complete the corresponding services. All lump sum amounts are all-inclusive of all.

Consultant costs and expenses for the corresponding services and deliverables for each phase/task. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Base Scope services and deliverables. To the extent any Additional Services are requested or approved by County, Consultant shall be paid on a time and material/expense basis in accordance with the rates and terms as stated in Exhibit B and otherwise in accordance with the terms as stated in that Exhibit.

Upon its periodic completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Notwithstanding any of the foregoing, the total Base Scope of services, including reimbursable expense and physical model allowances, shall not exceed **\$7,901,475 (Seven Million, Nine Hundred One Thousand, Four Hundred Seventy-Five Dollars)**, and total amounts paid to Consultant under this Agreement shall not exceed **\$5,095,470 (Five Million, Ninety-Five Thousand, Four Hundred Seventy Dollars)**, without the prior written approval of County.

Unless otherwise noted in this Agreement, payments shall be made within the

normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC

or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts.

Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to December 31, 2028, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided,

however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent and Sonoma County Public Infrastructure Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5 Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent caused by Consultant's or its agents', employees', contractors', subcontractors', or invitees' negligence, recklessness or willful misconduct under this Agreement.

Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement.

Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding

liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. The above defense and indemnity obligations shall be limited, with respect to any design professional services provided and to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.

6 Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E, which is attached hereto and incorporated herein by this reference.

7 Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by

earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8 Expediency. The project shall be delivered with expediency. The Architect's tasks are critical activities and adhering to the proposed design schedule is vital to delivering the project. Any issues that in the opinion of the Architect may potentially delay the Architect's tasks shall be brought to the County's attention immediately. The County shall make every effort to work with the Architect to address the issues. The Architect's Tasks for the purposes of this section are only those within the proposed Architect's schedule up to the time when plans are cleared for permits to be obtained and the project moves to the construction phase. It is acknowledged that the Architect is only in control of the schedule for design activities. Consultant shall endeavor to meet the time limits established by such design schedule. However, in the event Consultant is delayed by causes outside of its control, the design schedule shall be reasonably extended. Any delays, to the extent caused by extended County review times, delays in securing input from stakeholders or Owners representatives/CMAR, or by outside agencies, are not in the Architect's control.

In the event of any delays in the overall completion of the architectural tasks through the permit approval process, as outlined in this contract, caused by the Architect's default, neglect, or failure to perform its obligations under this agreement, the



following provision shall apply

a) **Delay Damages:** The Architect acknowledges and agrees that time is of the essence for the timely completion of the Tasks. Therefore, in the event of any delay in the completion of the Tasks which is solely caused by the Architect's actions, the Architect may be liable to pay damages to the County to the extent such damages are caused by the Architect's negligence.

b) **Notice of Delay:** In the event of any delay or anticipated delay in the completion of the Tasks, the Architect shall immediately notify the County in writing, providing detailed reasons for the delay and the estimated period of extension required.

c) **Mitigation of Damages:** The Architect shall make all reasonable efforts to mitigate the delay and minimize any potential delay damages by employing additional resources, personnel, or any other reasonable means necessary.

d) **Exclusions:** The Architect shall not be liable for any delays to the extent caused by events beyond its reasonable control, including, but not limited to, delay caused by others as noted above, acts of God, natural disasters, acts of terrorism, war, strikes, acts of the County, or other unforeseeable circumstances beyond the Architect's control. In such cases, the Architect shall promptly notify the County of

e) the occurrence and the expected impact on the completion of the tasks.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/ must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

## 9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release. Nothing herein is intended to create a fiduciary duty between Consultant and County.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County.

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years

following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to

County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After

receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:                    Department of Public Infrastructure,  
   Facilities Development & Management  
   Division  
   400 Aviation Boulevard, Suite 100  
   Santa Rosa, CA, 95403  
   Special Projects Director  
   [warren.sattler@sonoma-  
   county.org](mailto:warren.sattler@sonoma-county.org)

TO: CONSULTANT:        ZGF ARCHITECTS LLP  
   515 South Flower Street  
   Suite 3700  
   Los Angeles, CA 90071  
   Ted Hyman, Partner  
   [ted.hyman@zgf.com](mailto:ted.hyman@zgf.com)

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes

may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### 13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the

Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart: Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: \_\_\_\_\_ COUNTY: \_\_\_\_\_

CERTIFICATES OF INSURANCE REVIEWED AND ON FILE:

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Department Director or Designee

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

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_  
County Counsel

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

The Director of Sonoma County Public Infrastructure is authorized to execute this Agreement, pursuant to Board of Supervisors authorization action dated 10/28/2024.

APPROVED AS TO  
SUBSTANCE AND EXECUTED  
BY:

By: \_\_\_\_\_  
Department Director

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



Exhibit A  
Basic Services

In consideration of the payments set forth in Exhibit

**TASK 1. (Research through 50% Schematic Design)**

**Research, Concept Design and Programming**

This phase establishes overall direction for the Project, identifies participants and their defined roles and responsibilities, defines communication protocol and decision-making procedures, and establishes budget and schedule guidelines.

**A. Research**

- 1) Work with County staff to understand and develop high level vision, goals, and objectives for the Project.
- 2) Obtain and document space and program needs to support efficient operations.
- 3) Coordinate and attend two (2) trips with key members of your design team to tour comparable existing facilities if the Owner elects to do so during this phase. Facilities will be collaboratively selected together with Owner's team.

**B. Concept Design and Programming Phase**

- 1) The Architect shall review and utilize any relevant existing information available in all work performed, except that, the Architect shall be responsible for verifying any information prior to using it. The Architect shall prepare and present conceptual design to demonstrate understanding of the conceptual program and propose ideas and options about appropriate design solutions.
- 2) The Architect shall coordinate and document square footage requirements of the spaces for the functions and program elements. At the conclusion of this phase, the Architect shall submit several conceptual plans and architectural program to County staff to review, select, and approve as the base for moving forward into Schematic Design. The Architect shall also submit a letter of concurrence and/or acceptance of the current and/or revised program.
- 3) The Architect shall develop and utilize space adjacency diagrams to demonstrate the relationship between spaces. The Architect shall develop and review the program thoroughly and recommend appropriate adjustments. Updates to the program shall be clearly documented tracking where changes are made and submitted to County staff for final approval.

- 4) The Architect shall compile a preliminary list of specialized equipment and furnishings. The list shall delineate the needs and objectives of the security control, surveillance and communications as well as other systems.

## **Schematic Design Phase**

This phase will define the overall design for the Project, provide a baseline through Design Development and serve as a beginning template for the final Construction Documentation. The Architect and the engineers on the team will work with the Owner to develop schematic plans and 3D drawings to visualize the design. Initial plans and 3D design will address such issues as orientation, interior program needs, sightlines, building access, circulation, and code/regulatory requirements, etc.

The CM/GC will be selected at or before the start of Schematic Design. The Architect shall assist in the procurement process. Upon selection of the CM/GC, the Architect shall organize in collaboration with the Owner and CM/GC a partnering workshop for all relevant stakeholders to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project. At or before 50% Schematic Design, a project design sufficient for presentation to the Board with cost estimates from the CM/CG shall be provided.

This phase is expected to end with a clear design direction that includes a design presented in 3D model in BIM showing the building shells and associated functional components to enable use and coordination by the CM/GC. MEP design shall also be incorporated to indicate how the building systems integrate with the architectural design. The deliverables shall include finalized floor plans with all program spaces defined and appropriately sized and located. Detailed circulation plans for patrons, staff, security, and emergency vehicles shall be defined during this phase. Finishes and general furnishings shall also be defined for further refinement in the design development phase. The Architect shall coordinate with the CM/GC to develop a preliminary cost model based on the schematic design for pre-construction reviews.

### **A. BIM Project Execution Planning**

The Architect shall work with the selected CM/GC to develop an integrated BIM Execution Plan to document the project delivery standards and protocols for the BIM uses and deliverables. This will include and use the current version of Level of Development Specification (LOD) published by BIM Forum to specify and articulate with a high degree of clarity the use, content and reliability of BIM at various stages in the design and construction process, such as elements to be modeled, model element authors, timing for element modeling, precision/details to be included, etc.

The entire design and construction team, including the Architect and their sub-consultants as well as the selected CM/GC and their sub-contractors, shall all utilize BIM for design, documentation and delivery of this Project.

### **B. Mechanical Electrical Plumbing (MEP) Engineering Design**

The MEP engineers on the team shall develop a complete integral design to achieve

energy efficiency pursuant to the California Green Building Standards Code on the Project, including but not limited to the HVAC, electrical, domestic plumbing, sanitary sewer, roof drainage, natural gas, and fire protection systems. Base services of this Agreement include MEP engineering through 50% Design Development, Bridging Documentation with a transition to Design Build Delivery. Scope and Fees may be adjusted by final decision on the delivery method.

The County may elect to require a higher standard of green building design and to use design-assist or design-build delivery for selected systems and/or design-bid-build delivery for other systems, to be collaboratively determined with the Architect and CM/GC to achieve the best value.

The MEP engineers will coordinate heating, cooling and lighting loads incorporating high efficiency energy measures and taking into consideration the exterior skin design and orientation during the design. The MEP engineers shall where possible design for automated controls to minimize the amount of energy required to heat, cool and light up the building, and investigate into the potential of taking advantage of natural ventilation and automatic dimming of electric lighting based on the amount of available daylight.

The MEP engineers shall also be responsible for coordinating with the subcontractors for utility service connections including PG&E, AT&T, Comcast for new site and building services.

### **C. Analysis of Structural Systems**

Working with sub-consultants to develop an analysis of structural system options for the Project, considering availability of materials, lead times, cost, and schedule. This task includes a deliverable in the form of a description of alternatives, and a cost analysis of various structural systems. While not yet a requirement, the County has an interest in Mass Timber.

### **D. Acoustics**

Develop acoustical requirements in conformance with State and other applicable regulations for all spaces within the Project. Provide recommendations on criteria to the Public Infrastructure Department and strategies for ensuring that criteria have been achieved. Provide plan for integrating acoustical requirements into the final bid documents and for overall quality control plan to ensure that acoustical criteria are achieved.

### **E. Security**

Develop security concepts for both physical and electronic systems, and review with County staff and relevant user teams. Establish a quality control plan to ensure that the security requirements are achieved, and that the Project Development Team and the user teams have an active role in reviewing the security design from concept through construction, commissioning, and move-in.

## **F. Other Schematic Design Tasks**

- 1) Organize in collaboration with the Owner and CM/GC a partnering workshop for all relevant stakeholders to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.
- 2) Assist and support the County with the CEQA process as required.
- 3) Coordinate/lead design presentations to Board of Supervisors, user groups and the public as required.

Gather, coordinate site information needed to support the design e.g. soil condition, topography, flood plains, utilities, etc. Resolve site issues pertaining thereto.

- 4) Identify applicable codes for approvals on the Project. Coordinate preliminary review with Permit Sonoma and assist the County and/or CM/GC to obtain necessary approvals
- 5) Coordinate work of all other specialists either as sub-consultants or consultants retained separately by the County as required to successfully complete the Project.
- 6) Obtain written approval from County staff on the final Schematic Design package before proceeding to Design Development Phase.

## **Task 2. (Final 50% of Schematic and Design Development through Move-in)**

### **Design Development Phase**

The Architect shall work closely with the MEP engineers and the County staff to provide detailed Design Development documents as required to fix and describe the size and character of the entire Project as to civil, landscape, architectural, structural, mechanical, plumbing, electrical, fire sprinkler, fire alarm and other applicable building systems, materials, and other such elements as may be appropriate to establish the exact character for the final design. At the end of this phase, at a minimum the following should be finalized and defined:

- 1 A fully coordinated BIM with all disciplines (Structural, MEP, Fire Sprinkler, Landscape) and including space for building services such as fire alarm, IT, AV, Security all modeled and coordinated with architectural spaces and the reflected ceiling plans. Clash detection should be regularly performed and resolved for multi-disciplinary coordination.
- 2 Final floor plans indicating wall types (to establish materials, fire rating, full/ceiling heights and acoustical rating, etc.), exterior and interior elevations (to show openings, doors and glazing systems, etc.), wall and building sections, and construction details.
- 3 Interior Space/Furniture Plan, including Fixed and Loose Furniture systems

design and specifications.

- 4 Building sections and exterior wall sections developed indicating exterior materials and glazing systems.
- 5 Roof plan indicating any roof screen and/or space for rooftop equipment, pads and maintenance walkway.
- 6 Schedule of doors, frames, windows and hardware developed and clearly indicated on plans.
- 7 Detail sketches for the design of custom features and schedule of finishes for all spaces throughout.
- 8 Reflected ceiling plans (RCP) with ceiling materials defined and lighting design complete.
- 9 Integration of and with HVAC, Mechanical, Plumbing, Electrical, Fire Protection, AV/Phone and Security Systems.
- 10 Structural drawings illustrating the general structural design of the structure including framing, foundation, lateral support concept and special area treatments and feature designs.
- 11 Site and civil plans indicating grading/drainage, site utilities, hardscape, landscape and landscape furniture coordinated with the building, parking and access requirements.
- 12 Landscape and irrigation plans coordinated with civil finish grades and drainage, planting and ground cover coordinated with building and site furnishings.
- 13 Landscape paving and layout plans.
- 14 All equipment plans.
- 15 Lighting photometric.
- 16 An outline specification including information from all the sub-consultants.
- 17 Develop security concept package with cut sheets to include doors, locks, windows, glazing, cameras, lights, public address, alarms, communications, monitoring, and equipment.
- 18 Assist in selection of materials appropriate for the functions of the spaces.

Coordinate the design documentation including the following:

- 1) Mechanical zoning plan and volumes.
- 2) Mechanical equipment schedules and system diagrams.
- 3) Mechanical plan including equipment, duct and wet piping distribution.
- 4) Detailed mechanical plans for IDF/MDF rooms and other MEP spaces.
- 5) Electrical single line diagram including site generated electricity.
- 6) Electrical lighting plans and schedule coordinated with architectural RCP.
- 7) Electrical floor and roof plan with data outlets coordinated with all planned equipment. To include but not limited to; equipment location, electrical service, AV equipment and electrical connections, IDF/MDF services. All shall be coordinated with the County's internal user groups. This should also coordinate with mechanical and plumbing systems equipment and with points of connection and power requirements.
- 8) Electrical enlarged plans for electrical rooms, IDF/MDF room.
- 9) Electrical site plan showing locations of PG&E transformers, site lighting and connections.
- 10) Plumbing equipment schedule and system diagrams.
- 11) Plumbing plans coordinated with architectural floor plans, civil plans and any other requirements.
- 12) Fire sprinkler plans coordinated with architectural floor plans, civil plans and any other requirements. Equipment schedules and system diagrams shall also be provided.

In addition to regular project coordination meetings, also include meetings to review finishes and custom features.

One presentation will be required at the end of this process so the Project Development Team can review and approve the ultimate and final design in one complete package.

Throughout the design process the Architect shall work closely with the CM/GC County staff to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed.

### **Construction Documentation, Permitting and Bidding Phase**

The complete construction documents for subcontractor bidding shall be expediently produced in coordination with the bidding schedule. The Architect team will make effort to ensure that design milestones and other deliverables are achieved as scheduled and without delay.

## **A. Construction Documentation and GMP Package**

The Architect shall prepare Construction Documents as required to obtain required permit for construction and to allow the CM/GC to obtain subcontractor bids based on the established bidding schedule for the construction of the Project. These documents will require a high degree of coordination with all consulting engineers and other associated vendors. The BIM should be completely coordinated to support shop fabrication of all relevant components for the building to maximize the efficiency of the construction process and to save both time and money while maintaining the highest quality.

Construction Documentation will include at least:

- 1) Fully coordinated, dimensioned and detailed construction floor plans, reflected ceiling plans, roof plans, sections, exterior and interior elevations showing locations and types of materials, doors, windows, partitions, etc. with all associated schedules and complete specifications for all relevant scope.
- 2) Enlarged plans, sections and details for specialized areas such as patient areas, bathrooms, maintenance/storage rooms, IDF/MDF rooms, etc.
- 3) Interior elevations as required to describe the design of specific design features and highly coordinated areas.
- 4) Exterior wall and building sections including intersection details.
- 5) Detailed design drawings to be used as reference in the fabrication and/or installation of interior finish or equipment.
- 6) Fully coordinated schedules for finishes, doors, hardware and windows.
- 7) Fully coordinated and detailed furniture and equipment plans and schedules. Coordinate and advise on lead times as required to meet the Project schedule.
- 8) Finish plans with symbols and legends and schedule of finishes showing locations of color and materials throughout the space.
- 9) Fully coordinated and detailed structural drawings and calculations.
- 10) Fully coordinated Mechanical, Electrical and Plumbing Drawing and calculations.
- 11) Fully coordinated and detailed Civil drawings clearly indicating the phasing of construction and demolition.
- 12) Fully coordinated and detailed landscape/hardscape and parking plans.

- 13) Specifications manuals for the above, including installation, performance, and warranty requirements.
- 14) Other details and specifications as required.
- 15) Power and communication plans showing the types and locations of electrical, data, telecommunications outlets and AV equipment. This should be coordinated with the services engineers who will provide the specifications of each piece of equipment.
- 16) Coordination of IT, AV, Security, and Furniture requirements.
- 17) Coordination with all Design Documents including assembling sets for printing.

The Architect will coordinate with the Owner, Engineering sub-consultants and other Consultants during the course of the Project, including, but not limited to the listing below. The Architect will provide drawings to all Project Team members, depicting and illustrating the elements that influence the layout, design, and cost of engineering systems.

- Public Infrastructure Department
- Functional Team Members
- Permit Sonoma
- Facilities Development and Management

The Architect and their sub-consultants will prepare, for submission to County staff for design review and sign-off at the required stages of the Project. Full complement of documentation will also be provided for development applications for plan check by appropriate governmental agencies/planning advisor etc. The Architect will respond to inquiries from governmental agencies during the permit process if required and incorporate all applicable comments into their design expeditiously.

Throughout the design process the Architect shall work closely with County staff to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed. In case the cost estimate exceeds the budget, the Architect shall work diligently with the CM/GC to update the design to meet the established budget.

The Architect shall produce a “GMP Package” at a designated time in the project schedule to be directed by the County and coordinated with the CM/GC to support the establishment of a Guaranteed Maximum Price (GMP) for the Project. This “GMP Package” shall include all the design information and details (e.g. inclusion, location, quantity, sizing, system & materials specifications, etc.) for all disciplines within the confirmed scope that are necessary for the generation of a detailed cost estimate by the CM/GC and the Owner’s separately and directly Owner’s Representative. The Architect shall review the detailed cost estimates, collaborate with the CM/GC, Owner’s Representative and County staff, and make design adjustments as necessary, to establish a GMP before the CM/GC can proceed to subcontractor bidding.



## **B. Permitting and Bidding**

The Architect will manage and coordinate the collection and distribution of all Contract Documents (including Engineering Documents) to Permit Sonoma. The Architect will work closely County staff, the Owner's Representative and the CM/GC to ensure an agreed bidding support process to maintain the ability to achieve all milestones timely without delay.

## **C. Other Tasks During This Phase:**

- 1) Develop signage program and bidding documents.
- 2) Development interior/exterior color palette.
- 3) Provide final recommendations from acoustical consultant.
- 4) Develop a cost estimate of the design independent of the CM/GC, if directed by the County, and compare it with the cost estimate provided by the CM/GC as a peer review checks and balances process.
- 5) Support the establishment of the GMP with the CM/GC.
- 6) Review bids for the CM/CG and the subcontractors. Make recommendations to the County in writing for each bid.
- 7) Note: all corrections and revisions to drawings as a result of permitting and plan check reviews must be addressed by the Architect prior to the County signing the applicable construction contracts.

## **Construction Administrative Services**

During construction, the Architect will provide the following services and actively participate in the field for:

- 1) The Architect shall designate at least one representative available as needed during the construction phase to verify the construction's general conformance with the design intent of the Construction Documents and to address field coordination issues as they come up. The Architect's representative must be authorized to make design decisions.
- 2) Review of submittals and shop drawings to verify conformance with design intent, finish specifications, and all manufacturers' details.
- 3) Responses to the General Contractor's Requests for Information (RFIs) and preparation of documentation for changes, clarifications, and interpretations to the Construction Documents as required.

- 4) Review of General Contractor's applications for payment in support of the Owner's Representative as necessary.
- 5) Final review and approval of all construction as it relates to the intent of the Architectural Contract documents.
- 6) Management of the Project punch list process and documentation of the construction punch list in coordination with the County, the Owner's Representative and its consultants.
- 7) Coordination required for the collection of design changes and as-built conditions for incorporation into the final record documents, inclusive of building signage. Record documentation must be provided to County staff in the following formats:
  1. BIM – Source files in their native formats (e.g. Revit, Navisworks, etc.)
  2. AutoCAD
  3. PDF
  4. Original source files in other native electronic formats (e.g. Excel, Word, PowerPoint, etc.)
  5. Hardcopies – One (1) set of full-size paper drawings (24"x36" or 30"x42")

#### **A. Meeting Attendance**

The following are the types of meetings expected to be attended by the Architect throughout the Project's construction duration.

- 1) Weekly Design Coordination Meeting between other members of the design team.
- 2) Weekly Owner/Owner's Representative/Contractor/Architect Meeting during each phase of the Project.
- 3) Any special coordination or change order meetings to resolve project challenges.

#### **B. Document Distribution**

The Architect shall be responsible for the printing and distribution of all hard copies of drawings and documentation required by County staff. Provide a budget allowance for reproduction with your fee proposal, assuming one (1) copy for each major submission.

#### **C. Move-In Phase**

- 1) During the Move-In Phase, the Architect will need to be available in person or via telephone to answer questions by the Move-In Team related to drawings and other documents.
- 2) Architect is required to coordinate training on equipment and systems to the Move-In Team and selected staff, and all training shall be videotaped.

- 3) Architect shall coordinate with the County on the expected response times during the warranty period. No proprietary software can be used for deliverable.

**END OF EXHIBIT A**

## Exhibit B

### Potential Additional Services

The following items are not included in the Basic Services and will be provided as additional services only upon written authorization from County:

1. Revisions to Contract Documents resulting from County requested changes to documents previously approved by the County, or due to code or zoning changes made subsequent to County approval.
2. Preparing separate construction document packages for discretionary permits, alternate bid items or project phasing.
3. Attendance of any public hearings and/or additional meetings other than noted.
4. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, budget, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
5. Processing change requests for County requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.
6. Providing services in conjunction with implementing substitutions proposed by the Contractor and making subsequent revisions to Contract Documents resulting from such. This includes the review of alternate lighting packages.
7. Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the County or the Contractor under the Contract for Construction.
8. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
9. Providing "Special Inspection" services required by law or the Contract Documents.
10. A Geotechnical Report is required with foundation and seismic design parameters which is not available yet. Alternate foundation systems such as mat or post-tensioned slabs or deep pier or pile foundations with non-grade supported slabs and grade beams as well as liquefaction or slope stability mitigation are not included at this time.
11. Design of Distributed Antenna Systems (DAS) for emergency responder radio systems.
12. Transportation/Traffic Engineering.
13. Enhanced Commissioning services.
14. Preparation of Topographic Surveys, Boundary Surveys, ALTA

Surveys, Title Reports, Deeds, Plats or Easement documents, construction staking or other documents in conjunction with the project site or Right-Of-Way.

15. Preparation of documentation to process the project through the US Green Building Council as a LEED project.

16. Preparation of Right of Way improvements as a separate drawing package.

17. Design of Photo-voltaic (PV) systems other than code required infrastructure.

18. Regulatory permitting through the California Department of Fish and Game, North Coast Water Quality Control Board, and Army Corp of Engineers will not be required.

19. Plan check and permit fees (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

20. All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost

Unless a subsequent fixed fee proposal is agreed for any such services, Additional Services shall be done on an hourly basis in accordance with the following rate schedule:

## **HOURLY RATE SCHEDULE**

### **PROPOSED PERSONNEL PROJECT ROLE HOURLY RATE**

Ted Hyman Partner-in-Charge \$390

Chris Conaway Project Manager, Day-to-Day Contact \$290

Jeff Katz "Boots-on-the-Ground" Local Architect \$270

Allyn Stellmacher Director of Design \$390

Lia Peacock Lead Designer \$250

TBD Designer \$135

Susan Oehme Programmer \$290

James Woolum Lead Interior Designer \$390

TBD Interior Designer \$160

Jenny Lee Lead Environmental Graphic Designer \$215

TBD Environmental Graphic Designer \$135

Claire Maxfield Lead Sustainability Designer \$350

TBD Sustainability Designer \$160

David Renken Lead Project Architect / Quality Control \$290

Erin Smith Technical Designer \$205

TBD Senior Architect – Construction Admin \$205

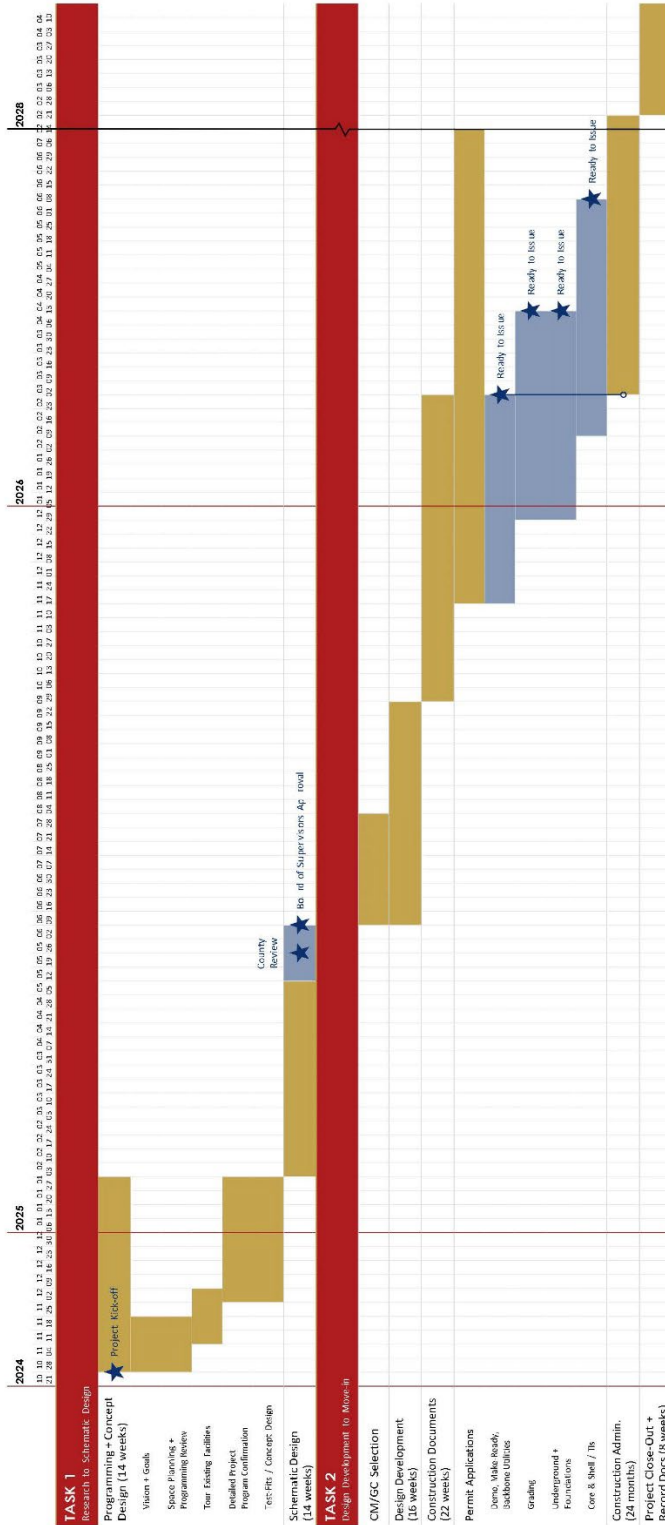
TBD Model Builder \$130

**Exhibit C**

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

Company Name	Project Role/Discipline	Proposed Fee per Phase (See PART 5 OUTLINE OF SCOPE OF WORK for detailed description)					Sub-Total Fee
		Concept/ Programming	SD	DD	CD/Permit/ Bidding	CA	
ZGF + COAR	Architecture	\$733,975	\$1,127,375	\$1,176,225	\$1,865,700	\$2,718,850	\$7,622,125
<b>Proposed Sub-consultants:</b> (Note that the County may elect to initiate a separate procurement process in collaboration with the Architect to select certain or all sub-consultants.)							
ZGF + COAR	Interior Design	Included above	Included above	Included above	Included above	Included above	\$0
OJB	Landscape Architecture	\$132,000	\$87,900	\$103,800	\$202,300	\$213,400	\$739,400
Sherwood	Civil Engineering	\$83,800	\$101,200	\$247,250	\$516,000	\$162,500	\$1,090,750
Thornton Tomasetti + ZFA	Structural Engineering	\$88,500	\$132,250	\$249,750	\$423,500	\$260,000	\$1,134,000
PAE	MEP Engineering	\$78,500	\$248,300	\$375,600	\$44,300	\$81,100	\$827,800
PAE	Fire Protection	\$6,800	\$21,600	\$32,600	\$3,900	\$7,100	\$72,000
Allowance	Physical Security	\$9,000	\$15,000	\$15,000	\$8,000	\$0	\$47,000
PAE	Security Electronics/Low Voltage	\$0	\$51,800	\$84,800	\$12,000	\$15,600	\$164,200
PAE	Audio-visual	\$0	\$20,000	\$31,600	\$4,700	\$4,500	\$60,800
CGA	Acoustics	\$7,380	\$12,585	\$17,095	\$15,400	\$9,510	\$61,970
<i>Not included per Add. No. 02</i>	Cost Estimation	\$0	\$0	\$0	\$0	\$0	\$0
Atelier Ten	Sustainability	\$27,800	\$45,400	\$46,200	\$31,600	\$10,400	\$161,400
Syska	Vertical Transportation	\$5,500	\$11,500	\$21,750	\$29,900	\$16,000	\$84,650
Allowance	Commissioning	\$0	\$0	\$0	\$9,500	\$79,500	\$89,000
ZGF	Signage & Wayfinding	\$8,875	\$27,925	\$36,325	\$47,950	\$27,925	\$149,000
<b>Other Proposed Services:</b> Identify any additional fee(s) associated with BIM production and list the itemized costs if any.							
	<i>Provide allowance for design-level site survey</i>	Included above	Included above	Included above	Included above	Included above	\$0
	Lighting Design	\$180,000	\$0	\$0	\$0	\$0	\$180,000
			\$27,500	\$94,500	\$68,500	\$43,000	\$233,500
	<b>Total Proposed Fee =</b>	<b>\$1,322,130</b>	<b>\$1,930,335</b>	<b>\$2,532,495</b>	<b>\$3,283,250</b>	<b>\$3,649,385</b>	<b>\$12,717,595</b>
	<b>Allowance for one(1) physical model for public display (NTE) =</b>						\$25,000
	<b>Reimbursable Expenses Allowance (2.0%) =</b>						\$254,350
	<b>Grand Total Fee =</b>						<b>\$12,996,945</b>

# Exhibit D – Estimated Schedule



## Exhibit E

### Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### **1. Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

#### **2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma, its agents, officers, and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in



the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status;
  - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
  - iii. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$10,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for ten (10) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

### 5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### 6. Documentation

- a. The Certificate of Insurance must include the following reference: **County Government Center Project.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this

Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, Public Infrastructure Department, 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403.**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

#### **7. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### **8. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

# Exhibit F Project Location



Imagery provided by Microsoft Bing and its licensors © 2023.  
Site Plan georeferenced from New County Campus Options - One Building, CGC Presentation, pp. 8. Fig. 2 - Site Plan - One Building



County of Sonoma Public Infrastructure Department-RFP - A&E Services - New County Government Center



Map produced by: Sonoma Public Infrastructure GIS  
 Map creation date: April 10, 2023

# Attachment IP

## Intellectual Property Rights

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1. The County of Sonoma (“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 **ATTACHMENT IP** 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.