



C o u n t y o f S a n L u i s O b i s p o

# GENERAL SERVICES AGENCY

Janette D. Pell, Director

Cody VanDorn, Department Administrator

## REQUEST FOR PROPOSALS (RFP) PS-#1217-13 COMMISSIONING AGENT SERVICES FOR SHERIFF - COC - EXPAND WOMEN'S JAIL, 300034

May 28, 2013

The County of San Luis Obispo (County) is currently soliciting Request for Proposals for professional consultant services for RFP-#1217-13 COMMISSIONING AGENT SERVICES FOR SHERIFF – COC – EXPAND WOMEN'S JAIL, 300034.

Each RFP shall specify each and every item as set forth in this RFP. Any and all exceptions must be clearly stated in the RFP. Failure to set forth any item in the RFP without taking exception may be grounds for rejection. The County reserves the right to reject any and all RFPs and to waive any irregularity or informality in any RFP or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the RFPs submitted.

This Request for Proposal is posted on the County's Purchasing website at:

[http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm).

Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit SIX (6) hard copies and ONE (1) electronic copy (on CD) of your RFP on June 25, 2013 by 3:00 p.m. to:

County of San Luis Obispo  
DEBBIE BELT, GSA Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the Request for Proposal process, please contact Debbie Belt at (805) 781-5903. For technical questions and information contact Rich Kopecy at (805) 781-5222.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to RICH KOPECKY at: [rkopecky@co.slo.ca.us](mailto:rkopecky@co.slo.ca.us), no later than June 17, 2013. The question and a response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

DEBBIE BELT  
GSA Purchasing  
[dbelt@co.slo.ca.us](mailto:dbelt@co.slo.ca.us)

**RFP SUBMITTAL AND SELECTION**

1. All RFPs, consisting of six (6) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on June 25, 2013. Late RFPs will not be considered and will be returned, unopened.
2. RFPs shall be limited to a maximum of ten (10) pages double sided or twenty (20) pages single sided, letter size, plus attachments such as resumes, reference information, and fee estimate. Large format pages, including 11"x17" pages, will be counted as two (2) pages. The table of contents and cover letter are not considered part of the page count.
3. All correspondence should be directed to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: DEBBIE BELT  
Telephone: (805) 781-5200

4. All costs incurred in the preparation and submission of RFPs and related documentation will be borne by the proposer.
5. It is preferred that all RFPs be submitted on recycled paper, printed on two sides.
6. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the RFPs as submitted, although the County reserves the right to interview applicants as part of the selection process. If the Selection Committee elects to schedule interviews with the top 2 – 4 applicants, the tentative interview dates are July 16 to 19, 2013. The tentative interview dates are subject to change at the discretion of the County. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
7. This Request for Proposal does not constitute an offer of employment or to contract for services.
8. The County reserves the option to accept or reject any or all RFPs, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
9. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
10. All RFPs shall remain firm for ninety, (90) days following closing date for receipt of RFPs.
11. The County reserves the right to award the contract to the firm who presents the RFP which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
12. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's RFP will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
13. The successful proposer is expected to execute a contract similar to the contract in Appendix A.

**COMMISSIONING AGENT SERVICES FOR SHERIFF - COC - EXPAND WOMEN'S JAIL, 300034**

This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their RFP to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING AN RFP, IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Sample County Contract (Appendix A); the insurance and indemnification requirements are found in Article 20.

14. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:** The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire RFP as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

15. An electronic copy of your RFP must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1217, your Acrobat (pdf) file would be named: **ACME 1217.pdf**)

Additionally, if you deem any part of your RFP as proprietary and not to be disclosed under the California Public Records Act as explained in item 14 above, please mark the CD with the phrase "**Proprietary Information Included**". This can be hand written or printed on the CD label.

16. Any proposer who has previously or is currently named by the County as a defendant in any litigation effort is disqualified from submitting a RFP for consideration.

**CONSULTANT MINIMUM QUALIFICATIONS**

- A. To be considered for the project, Consultant must meet the following minimum Qualifications:
1. Has license to practice in California and qualify as a professional service firm as provided by State Government Codes §4525 and 4529.5.
  2. Has provided commissioning services for at least two (2) correctional facilities with construction budgets greater than \$15 million, within the last 10 years. Projects must be AT least substantially complete. At least one of the two projects shall be a jail with a minimum 100 bed capacity.
  3. Has the ability to provide staffing and resources necessary to meet the schedules and needs of this project.
  4. Has a Principal in Charge that is licensed as a Professional Engineer or Registered Architect in the State of California.
  5. Will assign a full time manager to this project other than the Principal in Charge. The Respondent's proposed project manager (CxA PM) will be key to the firm's selection.
    - a. The Cx PM must have at least five (5) years' personal experience as a project manager in the construction industry and have managed at least two commissioning projects with a total construction value greater than \$20 million through to substantial completion.
    - b. The Cx PM must have managed or be currently managing at least one corrections facility
    - c. The Cx PM must possess a current commissioning-specific recognized credential from a recognized commissioning organization. For example, Building Commissioning Association: Certified Commissioning Professional.
    - d. Respondent's designated Cx PM must be available to begin working on this project within 1 week after selection of your firm Respondent's Cx PM must be available for active visits to site by the time of groundbreaking, expect October 2013.
    - e. The Cx PM must remain on the project until Notice of Completion is issued.
    - f. If Respondent is selected for an oral interview with the County, respondent's designated Cx PM must be in attendance and lead in answers to questions in the interview.
    - g. Requests for changes in team members after the contract has been signed will require written approval by the County, or otherwise be subject to possible termination of the PSA. Changes will not be approved without a showing of cause and a statement of qualifications for proposed new personnel.
  6. Demonstrates that its staff has the scheduling, design reviewing, site witnessing, and other commissioning management skills and resources required for the management of the commissioning process for this project.
  7. Sets forth in an RFP how Respondent will provide all of the professional services outlined in the scope. Due to the need for very close coordination with the County throughout this project, it is important to demonstrate how required services not provided by the on-site staff, if any, will be accomplished by Respondent.
- B. The County reserves the right to consider individuals or firms beyond those meeting the qualifications set forth in Section A. All respondents will be evaluated on the basis of

demonstrated competence, and on the professional qualifications necessary for the satisfactory performance of the services required, as determined at the discretion of County, pursuant to the procedures and criteria set forth herein.

**REQUIRED RFP FORMAT AND CONTENT**

A qualifying RFP must address all of the following points and shall be in the format outlined in this section:

A. Background Information:

1. Company Information

- Name of Firm
- Address of Firm
- Telephone & Fax Numbers
- E-Mail Address
- Primary Contact Person

2. Brief History of Firm

- Legal Structure (corporation, partnership, joint venture, etc.)
- Size of Firm / Staff
- Years in Business
- Organizational Chart of Firm, and tenure of executive management

If firm is a partnership or association, a listing of all of the partners, general partners, or association members known at the time of RFP submission who will participate in the PSA if awarded must be included.

3. Licensure

Provide a list of all licenses, registration, and credentials held by the Respondent as required to perform the Project in the State of California including information regarding any prior revocation or suspension of any license, credential, or registration of Respondent or of any employee of Respondent.

4. Legal Proceedings and Insurance Claims

- a. List and describe all current litigation involving the Respondent and the proposed staff (in their professional capacities) for the Project
- b. List and describe all litigation history for Respondent in the past 5 years. Describe how it was resolved or current status.
- c. List and describe claims against Respondent's Errors and Omissions Policies in the past 5 years.
- d. "Litigation" includes, but is not limited to, actions initiated in civil or criminal court, mediation, arbitration, and all other forms of dispute resolution.

B. Team Organization Plan:

Provide an organization chart showing the roles and responsibilities of proposed staff and any sub-consultants, and describe the roles of each member shown. If any, please identify the

specific sub-consultant(s) who would assist in the performance of the work. Describe your proposed organizational approach. Describe the firm's resources, and the roles and responsibilities of the team proposed specifically for this project, including any sub-consultants.

C. Experience:

Describe the qualifications, experience and capabilities of the firm in providing the type of CxA services being requested by this RFP

1. State Experience: Describe your firm's experience working with the State of California's Board of State Community Corrections (BSCC), California Department of Corrections (CDCR), and State Fire Marshal, particularly on correctional facility projects. Describe any experience with the state's AB 900 process, and with lease-revenue bond funded projects. Describe how the applicant will assist the County interface and coordinate with the State, and implement AB 900 requirements.
2. Adult Detention Facility Experience: County seeks detailed information concerning the experience of Respondent's firm, and your proposed team, with adult detention facilities. List relevant project commissioning scopes completed by your firm, including the five (5) most recent detention facilities contracted for commissioning either designed, completed, or under construction, that best represent a similar scope, program and complexity to the Women's Jail Expansion Project. For each project, include where applicable:
  - a. Name and Location
  - b. Total Square Footage
  - c. Number of beds, grouped by dorms, single and multiple bed cells
  - d. Scope of commissioning
  - e. Planned construction phase commissioning completion date vs. actual construction phase commissioning completion date
  - f. Estimated commissioning fee vs. commissioning fee at the conclusion of construction phase showing budget increases beyond original estimate.
  - g. Number of commissioning issues managed during construction, showing number resolved and number unresolved.
  - h. Any special features of project or its management
  - i. Photograph(s)
  - j. Provide client and contractor contact name, telephone and email (please verify all contact information)
  - k. Describe the roles played by the team members proposed for this Project
  - l. Construction Delivery Method
3. Client References: Provide references for at a minimum three clients including the name and title of the person responsible for the project in the contracting agency, as well as a current address and telephone number, for each of the projects identified above.

D. Qualifications:

1. Provide the technical qualifications and resumes of the lead staff that will be assigned to this project. Resumes to be included in the appendix and will not be part of the 20 page limit.
2. Detail exactly how your firm, and your proposed Cx PM, meet the minimum qualifications listed above, and provide a full resume of the proposed project manager.
3. Provide a summary list of projects that demonstrate your firm's ability to meet the minimum requirements listed above. Do this by providing - information for each project, showing only the year completed, number of detention beds of any type, short owner agency name and location (city and state), construction value and last known Point of Contact name and telephone number. Categorize the list into the following groups:
  - a. Construction value greater than \$15 million
  - b. Construction completed within last 10 years
  - c. Those having more than 100 beds
  - d. Those which meet the combined minimum criteria previously stated herein
4. Set forth the same information for projects the proposed CxA PM has performed as the project manager.

E. General Project Approach:

1. Describe Respondent's management approach for detention facility projects. Include your approach and the benefit each step has for the County.
2. Describe how your firm would ensure maximum prevention of change orders, legal claims and time delays in the Project.
3. Describe any creative or unique aspects Respondent may employ in the management of the Project.
4. Describe Respondent's capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis.
5. Include a description of how, if selected, Respondent will closely interface and coordinate with County PM, County's user groups and its other consultants throughout the pre-construction and construction phases of the Project.
6. Describe how you will enhance the County's PM's ability to make this project successful.
7. Demonstrate your firm's past history of developing or using 3-D Building Information Modeling (BIM) as a tool to deliver design documents and manage material delivery and installation, and include any experience using 4-D BIM on past or current projects and related synergies. Provide your recommendation on who should be required to develop and/or manage the BIM; the AE, CM, and/or contractors.
8. Present other commissioning tools and techniques that you would use on the project such as document control.
9. Describe the major challenges you expect to encounter in this project and the methods you would use to overcome these challenges.

10. Demonstrate your firm's knowledge of California Code of Regulations Title 24 and 15, with particular attention to Adult Detention Facilities. Explain what decisions are most important for keeping costs down over the life of the building.

F. Fee Estimate:

In a separate envelope, include compensation for Basic Services based upon the lump sum amounts for each Phase listed under the **SUMMARY OF SCOPE OF WORK** section. The fee estimate shall include a breakdown of key personnel, their corresponding hourly rate, and estimated hours committed.

Provide a listing of costs for other expenses such as mileage, per diem, weekend and holiday work. Submit an itemized fee schedule as the basis for extra services

The Consultant shall comply with Labor Code Section 1720, as amended in 1999, which requires employees engaged in certain specific work classifications be paid the prevailing wage rate found by the State of California Director of Industrial Relations.

**Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, *may* be deemed non-responsive by the evaluation committee and eliminated from further consideration.**

**Consultant Selection Criteria**

A selection panel consisting of County staff and program management staff will evaluate the RFPs. The County may change the criteria without notice, and may consider other criteria it deems relevant. The anticipated selection criteria, in order of prominence, are:

First	Experience, qualifications and references of the proposed project team
Second	Approach to Project
	Work Plan
Third	Experience, qualifications and references of firm
Fourth	Fee

## PROJECT INTRODUCTION

The General Services Agency Department, representing the Board of Supervisors of the County of San Luis Obispo, is seeking qualified providers of Commissioning Agent Services for the Women's Jail Expansion project located at the County Jail, 1585 Kansas Avenue, San Luis Obispo, CA.

This Request for Proposal intends to establish the specifications, terms and conditions governing the selection of a firm to provide Commissioning Agent Services to the County of San Luis Obispo. All submittals shall be in the form and format as specified within the **REQUIRED RFP FORMAT AND CONTENT** section.

## PROJECT DESCRIPTION

The project includes approximately 46,000 square feet (sf) to house and provide treatment and program space for approximately 198 women inmates on approximately 1.5 acres of the greater 7± acres of County owned land on which the County's existing jail facility is located. The project includes two buildings primarily constructed of steel, with interior high traffic areas utilizing concrete masonry unit (CMU) and concrete for long-term durability. It will house post-arrangement, pre-sentenced, and convicted female inmates. One building will house inmates and a second health care/program building will provide space for medical, dental, and mental health services, as well as other programs, to support those inmates. The new buildings will be constructed in two phases.

### Phase One

The first-phase of construction is an inmate housing building with approximately 38,000 sq. ft. of two-story structure on vacant land adjacent to the existing jail. This building will include two housing units constructed to support direct supervision of inmates. One housing unit will have approximately 96 dormitory beds in 12 rooms. The other unit will house approximately 96 inmates in 48 cells. In addition, the housing building will also include six special use isolation cells for medical or disciplinary reasons and two safety cells for temporary isolation of inmates who display destructive behavior. Each housing unit will include staff control areas, dayrooms, an exercise yard, a video visitation room, an interview room, a multipurpose room to support rehabilitative and training programs, a vocational programs room, a janitor's closet, and storage space.

### Phase Two

The second-phase of construction is a health care/program building with approximately 8,000 sq. ft. Construction will begin with demolition of the current women's inmate facility. The new building will provide exam rooms to support medical treatment, a dental operatory, rooms to provide mental health services and confidential mental health interviews, and rooms to support rehabilitative programming. In addition, the building will include pharmacy/medication distribution space, staff office space, separate inmate and staff restrooms, janitorial closets, and storage space. The health care/program building will be built on the site of the existing women's jail facility, which will be demolished as part of the project.

The project will also include, but is not limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; electronic security systems; fire protection systems; and an FF & E package.

Several functions necessary for the operation of the new facilities will be accommodated in the existing jail facility, including intake/booking, receiving areas and other processing areas, as well as a central kitchen that prepares food for all inmates housed in the jail. The hard exterior of each building - composed of CMU, concrete, and steel - will provide the secure perimeter. In addition, there will be a six-foot chain link fence surrounding the entire facility to provide grounds security.

Phase Three (Additive Alternate)

A proposed construction Additive Alternate to the Project, outside State Grant Funding, is a remodel of approximately 4,512 square feet to the Intake-Release Center (IRC) to be considered for award by the County, should the funds be available at the end of the Project.

**Construction Plans**

A subset of the Women's Jail Expansion Plans is available for viewing and downloading from the web site. Some plans are not included for security purposes and others due to excessive file size. Plans are for reference purposes only (Not for Construction). Plans can be downloaded from:

http://ftp.cannonassoc.com:8080

Login: SLOCOGSA

Password: 3254RQ3

*\*Password is CASE sensitive.*

These plans are also available thru ASAP Reprographics in San Luis Obispo at Contractor's own expense (805-543-3144 or [www.asapreprographics.com/contact/](http://www.asapreprographics.com/contact/))

**SUMMARY OF SCOPE OF WORK**

The services of the Commissioning Agent will be required for pre-bid/pre-construction phase through completion of the construction phase, including post-construction services. The County expects the Commissioning Agent team to protect the County's interests while keeping the project on schedule and on budget. See Sample County Contract (Appendix A); the scope of work is found in Exhibit A.

**GENERAL**

All of the services furnished by the Commissioning Agent under this Contract from the inception of this Contract until termination of this Contract shall meet the professional standards and quality which prevail among Commissioning Agent contractors of superior knowledge and skill engaged in similar works on projects throughout California under the same or similar circumstances. All services performed by Commissioning Agent shall be in compliance with all applicable federal, state, and local codes, rules and regulations which are in force at the time such services are rendered.

The Commissioning Agent shall exercise its best professional efforts to, through the construction contractors and consultants ensure attendance of all appropriate personnel at all meetings and presentations, as necessary, including, but not limited to, all sub-consultants, subcontractors, or employees or persons under the direction or control of a consultant or a construction contractor.

The Commissioning Agent shall exercise the best efforts to coordinate the activities of the County, such that the County may provide timely decisions to the construction contractors, consultants and architects to reach mutually agreed upon decisions on matters affecting the progress of the work, and to coordinate County's input and decisions that affect the performance of the overall Project.

A qualified Commissioning Agent team will be able to provide the services listed above and identify any further services necessary to ensure a timely and cost-effective construction of the project.

**ESTIMATED DURATION**

Project key dates are shown in the following table:

<u>Key Event</u>	<u>Start Date</u>	<u>Completion Date</u>
Construction Bids	Aug 2013	Sep 2013
Notice to Proceed	Nov 2013	Nov 2013
New Women's Jail Construction & Closeout	Nov 2013	Apr 2015
New Women's Jail Occupancy	Apr 2015	May 2015
Existing Women's Jail Demolition, Medical Facility Construction and Closeout	May 2015	Apr 2016
Medical Facility Occupancy	Apr 2016	May 2016
New Women's Jail and Medical Facility Notice of Completion	May 2016	Aug 2016
[BID ALTERNATE] IRC Construction, Closeout, and Notice of Completion	May 2016	Dec 2016

**CONTACT PERSON**

Rich Kopecky, Architect  
Sr. Capital Projects Coordinator

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo CA 93408  
805.781.5200  
805.781.5215 fax  
[rkopecky@co.slo.ca.us](mailto:rkopecky@co.slo.ca.us)

If the above person is not able to immediately answer questions, an answer will be found and communicated to interested proposers (if appropriate), or the person asking the questions will be directed to the proper person to answer the question.

Interested firms shall not contact other County staff with questions or suggestions regarding this Request for Proposal.

**APPENDIX LIST**

**APPENDIX A - SAMPLE CONTRACT for COMMISSIONING AGENT SERVICES**

**EXHIBIT A - SCOPE OF WORK**

**EXHIBIT B - PAYMENT SCHEDULE**

**EXHIBIT C - SCHEDULE OF WORK**

**EXHIBIT D - SUB-CONSULTANT LIST**

**APPENDIX A**  
**SAMPLE CONTRACT for CONSULTANT SERVICES FOR**  
**COMMISSIONING AGENT SERVICES**  
**FOR**  
**Sheriff – COC – Expand Women's Jail, 300034**

Contract made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Thirteen  
BETWEEN the Owner: County of San Luis Obispo, hereinafter referred to as "**County**",

and the Consultant: \_\_\_\_\_, hereinafter referred to as "**Consultant**",

For the following services: **Commissioning Agent Services for Sheriff – COC – Expand Women's Jail, 300034**, located at 1585 Kansas Ave. in San Luis Obispo, California (the "Project")

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **ARTICLE 1 - RESPONSIBILITIES AND SERVICES OF CONSULTANT**

1.1 Commencing with a written Notice to Proceed, the **Consultant** will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth:

EXHIBIT "A" - SCOPE OF SERVICES  
EXHIBIT "B" - PAYMENT SCHEDULE  
EXHIBIT "C" - SCHEDULE OF WORK  
EXHIBIT "D" - SUB-CONSULTANT LIST

1.2 **Coordination:** In the performance of the **Consultant's** services under this Contract, the **Consultant** agrees that they will maintain such coordination with **County** Personnel as follows:

**The County Project Coordinator** as primary contact and described in Article 2.1. Although the **Consultant** may be coordinating with other County Departments, only the Project Coordinator is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the project on behalf of the **County**.

1.3 Neither the **County's** review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the **Consultant** shall be and remain liable to the **County** in accordance with applicable law for all damages to the **County** caused by the **Consultant's** failure to perform any of the services required under this Contract.

## **ARTICLE 2 - RESPONSIBILITIES OF THE COUNTY**

2.1 The **County** shall designate a representative, as Project Coordinator, authorized to act in the **County's** behalf with respect to the Project. The **County**, or such authorized representative, shall examine the documents submitted by the **Consultant** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Consultant's** services.

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- 2.2 The **County** shall furnish the Construction Boilerplate (Bidding Requirements, Contract Forms & General Conditions), the printing and distributing of the bidding documents, addenda, notices to the Contractor, and other documents to be distributed during the bidding phase.
- 2.3 The **County** shall identify the agencies having jurisdiction over the project, and furnish applicable construction standards.
- 2.4 The **County** shall furnish construction inspection and administration services as necessary to meet **County** requirements.
- 2.5 The **County** shall review documents prepared by the **Consultant** and render decisions in a timely manner to avoid unreasonable delay in the progress of the project.
- 2.6 The **County** shall pay fees of public agencies having jurisdiction over the Project.
- 2.7 The **County** shall arrange for the **Consultant** to gain access to all sites necessary to complete its services under this Contract.

**ARTICLE 3 - APPROVED CONSTRUCTION BUDGET "Not Used"****ARTICLE 4 - FEE AND METHOD OF PAYMENT**

The **County** will pay the **Consultant** a Fixed Fee equal to Dollars (\$\_\_\_\_\_) for all work contracted in this Contract as described in Exhibit "A", for all expenses, and billed per Exhibit "B" - Payment Schedule.

**ARTICLE 5 - MODIFICATION OF CONTRACT**

This Contract may be modified only by a written amendment signed by the **County** and the **Consultant**. All modifications must be in writing and signed by the **County** representative with the Agent to modify this Contract.

**ARTICLE 6 - PAYMENT FOR EXTRA WORK OR CHANGES**

- 6.1 Extra work or changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the General Services Director. Claims for Payment for approved extra work must be submitted by the **Consultant** within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the General Services Director.
- 6.2 Extra work or changes in the work shall be performed either on an hourly rate basis with maximum value, or on a negotiated fixed fee basis. The compensation for extra work shall be negotiated using the rates specified in Exhibit "B", **Consultant's** Hourly Rate. These rates shall be used as information to assist in arriving at a Negotiated Fee for Additional Services.

**ARTICLE 7 - COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS**

- 7.1 Pursuant to State of California Government Code, Section 7550, if the total cost of the Contract is over \$5,000, the **Consultant** shall include in all final documents and in all written reports submitted, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers

and dollar amounts shall be contained in a separate section of such document or written report.

- 7.2 Pursuant to State of California Government Code, Section 8546.7, every **County** contract involving the expenditure of more than \$10,000 in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the contract. The **Consultant** shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this paragraph. The **Consultant** shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the **Consultant** related to this Contract. The **Consultant** and **County** shall ensure the confidentiality of any records that are required by law to be so maintained.

## **ARTICLE 8 - SCHEDULE OF WORK**

- 8.1 The **Consultant** shall commence work under this Contract upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit "A", so as to proceed with and complete the work in compliance with Exhibit "C" - Schedule of Work Time is of the essence and failure of the **Consultant** to perform work on time is a material breach of this Contract.

## **ARTICLE 9 - CONSULTANT STAFF**

- 9.1 The **Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals. The **Consultant** shall contract for or employ at the **Consultant's** expense, **Sub-Consultants** to the extent deemed necessary for design of the project, and licensed as such by the State of California and all other **Consultants** as necessary for development of the project as specified in Exhibit "D".
- 9.2 The **Consultant** shall designate, whom, as long as their performance continues to be acceptable to the **County**, shall remain in charge of the services for the Project from beginning of the program development and design through completion of construction support services provided for in this Contract. Additionally, the **Consultant** must furnish the names of all other key people in the **Consultant's** firm who will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the **County** upon written notice, the **Consultant** will have 10 working days to remove that person from the Project and replace that person with one acceptable to the **County**. A Project Manager and all lead or key personnel for any **Sub-Consultant** must also be designated by the **Sub-Consultant** and are subject to all conditions previously stated in this paragraph.

## **ARTICLE 10 - CONFLICT OF INTEREST**

- 10.1 The **Consultant** covenants that the **Consultant** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Consultant**.
- 10.2 Per Government Code Section 1090, no officer or employee of the **County** shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. The **Consultant** is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, section 18000 et seq. The **Consultant** shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The **Consultant** shall also comply with all applicable provisions of other laws pertaining to conflict of interest

requirements. If the **Consultant** must declare a conflict of interest, the **Consultant** shall forthwith report the conflict, in writing, to the **County** and shall provide any additional details requested by the **County** in a timely manner.

## **ARTICLE 11 - STATUS**

- 11.1 The **Consultant** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **County** to exercise discretion or control over the professional manner in which the **Consultant** performs the services which are the subject matter of this Contract. The services to be provided by the **Consultant** shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 11.2 The **Consultant** understands and agrees that **Consultant's** personnel are not and will not be eligible for membership in or any benefits from any **County** group plan for hospital, surgical or medical insurance or for membership in any **County** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a **County** employee.

## **ARTICLE 12 - WARRANTY OF CONSULTANT**

The **Consultant** warrants that the **Consultant** and each of the personnel employed or otherwise retained by the **Consultant** are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

## **ARTICLE 13 - COVENANT AGAINST CONTINGENT FEES**

The **Consultant** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the **County** shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

## **ARTICLE 14 - NONDISCRIMINATION**

The **Consultant** shall comply with laws and regulations governing nondiscrimination in employment.

- 14.1 **Nondiscrimination:** The **Consultant**, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.
- 14.2 **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiation, made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

- 14.3 Prohibition:** There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender harassment is included in this prohibition as a form of discrimination.
- 14.4 Gender Harassment Warranty and Liability:** All **Consultants** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Consultant** who violates gender harassment laws shall be liable to the **County** for all claims, demands, damages, costs, expenses and attorney's fees incurred by the **County** as a result of behavior of any of the **Consultant's** personnel performing this Contract.

## **ARTICLE 15 - ENTIRE CONTRACT AND MODIFICATION**

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. The **Consultant** shall be entitled to no other benefits than those specified herein. The **Consultant** specifically acknowledges that in entering into and executing this Contract, the **Consultant** relies solely upon the provisions contained in this Contract and no others.

## **ARTICLE 16 - NON-ASSIGNMENT OF CONTRACT**

Inasmuch as this Contract is intended to secure the specialized services of the **Consultant**, the **Consultant** may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the **County** and any such assignment, transfer, delegation or sublease without the **County's** prior written consent shall be considered null and void.

## **ARTICLE 17 - ENFORCEABILITY**

If any term, covenant, condition or provision of this Contract 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.

## **ARTICLE 18 - LAW; VENUE**

This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

## **ARTICLE 19 – INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or County, including CONSULTANT, and that arise out of or are made in hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

To the fullest extent permitted by law, CONSULTANT shall indemnify and save harmless the

CONSULTANT, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement to the extent caused by the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONSULTANT or his agents or employees or other independent contractors they are directly responsible for.

## ARTICLE 20 - INSURANCE

The **Consultant**, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period, if applicable and shall provide products/completed operations coverage for four (4) years following completion of the **Consultant's** work under this Contract and acceptance by the **County**. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the **County**, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "**County**" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

### 20.1 Minimum scope and Limits of Required Insurance Policies

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the **County**:

#### A. Commercial General Liability Insurance Policy ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$2,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$4,000,000 aggregate for products-completed operations; and,
- \$4,000,000 general aggregate

The general aggregate limits shall apply separately to the **Consultant's** work under this Contract.

#### B. Business Automobile Liability Policy ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One Million Dollars (\$1,000,000) for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. The **Consultant** shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of the **County**.

#### C. Workers' Compensation and Employer's Liability Insurance Policy ("WC/EL")

Policy shall include at least the following coverage and policy limits:

1. Workers' Compensation Insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than One Million Dollars (\$1,000,000) each accident/Bodily Injury (herein "BI"); One Million

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Dollars (\$1,000,000) policy limit BI by disease; and, One Million Dollars (\$1,000,000) each employee BI by disease.

**D. Professional Liability Insurance Policy ("PL")**

Policy shall cover damages, liabilities, and costs incurred as a result of the **Consultant's** professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$2,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Contract and for two (2) years thereafter with respect to incidents which occur during the performance of this Contract). The **Consultant** shall notify the **County** if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

**E. Deductibles and Self-Insurance Retentions**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by the **Consultant** and approved by the **County** before work is begun pursuant to this Contract. At the option of the **County**, the **Consultant** shall either reduce or eliminate such deductibles or self-insured retentions as respect the **County**, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the **County** guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

**F. Endorsements**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
2. The **County of San Luis Obispo**, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of the **Consultant's** performance of work under this Contract (CGL & BAL);
3. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance the **County** may possess, including any self-insured retention the **County** may have, and any other insurance the **County** possesses shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to the **County** at the address set forth below (CGL, BAL, WC/EL & PL);
6. The **Consultant** and its insurers shall agree to waive all rights of subrogation against the **County**, its officers, employees, volunteers and agents for any loss arising under this Contract (CGL); and
7. Deductibles and self-insured retentions must be declared (All Policies).

**G. Absence of Insurance Coverage**

The **County** may direct the **Consultant** to immediately cease all activities with respect to this Contract if it determines that the **Consultant** fails to carry, in full force and effect, all insurance policies with coverage at or above the limits specified in this Contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered the **Consultant's** delay and expense. At the **County's** discretion, under conditions of lapse, the **County** may purchase appropriate insurance and charge all costs related to such policy to the **Consultant**.

**H. Proof of Insurance Coverage and Coverage Verification**

Prior to commencement of work under this Contract, and annually thereafter for the term of this Contract, the **Consultant**, or each of the **Consultant's** insurance brokers or companies, shall provide the **County** a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage. All of the insurance companies providing insurance for the **Consultant** shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: County of San Luis Obispo Department of General Services, 1087 Santa Rosa St., San Luis Obispo, California 93408, Attn: Rich Kopecky

**I. Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of contract work*.
3. If coverage is cancelled or non-renewed, and *not replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

**ARTICLE 21 - TERMINATION OF CONTRACT FOR CAUSE**

- 21.1 If the **Consultant** fails to perform **Consultant's** duties to the satisfaction of the **County**, or if the **Consultant** fails to fulfill in a timely and professional manner the **Consultant's** obligations under this Contract, or if the **Consultant** shall violate any of the terms or provisions of this Contract, or if the **Consultant**, **Consultant's** agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the **County**, the **County** shall have the right to terminate this Contract effective immediately upon the **County** giving written notice thereof to the **Consultant**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The **Consultant** shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the **County**.

**ARTICLE 22 - OWNERSHIP OF DATA**

- 22.1 The ownership of all data collected for use by the **Consultant** under this Contract, together with working papers, diagrams, and other material necessary to a complete understanding of the program and necessary for the practical use of the program shall be vested in the **County** following compensation to the **Consultant** for services covered by the terms of this Contract. The **Consultant** may retain a copy of all work for his own use.

22.2 The **Consultant** shall provide copies of each Deliverable item, in quantities as specified in Exhibit "A", to the **County** as part of this Contract. At the completion of each phase, as outlined in Exhibit "A", the **Consultant** shall submit all **Sub-Consultants'** calculations and/or reports relative to the structural, energy, mechanical, electrical, all security electronics systems, fire sensor/alarm systems, control systems, all IT systems, and any other designated categories of the project, and deliver them to the **County** as part of this Contract.

22.3 The **Consultant** shall perform the work required under this Contract with the assistance of Computer Aided Design and Drafting (CADD) technology, and Microsoft Word. The **Consultant** shall deliver to the **County**, on request, the discs or CDS that contain the files and the files shall be in "\*.dwg" format or compatible with AutoCAD 2011 and specifications shall be delivered to the **County** on a disc in a 2007 Word compatible doc. File or greater format.

In order to precisely document the CADD information given to the **County**, both the **Consultant** and the **County** shall each sign a "hard" copy of reproducible documents that depict the information distributed at that time. The **County** agrees to release the **Consultant** from any liability, damages, and/or claims that arise due to any changes made to this information subsequent to it being given to the **County**.

22.4 In the event of early termination, the **Consultant** shall furnish the **County** all finished or unfinished Documents; data; surveys; calculations; diagrams and technological data and reports prepared by the **Consultant** under the terms of this Contract.

Thereafter, if the **County** should determine to complete the original project or substantially the same project, the **County**, for such purposes, shall have the right of utilization of any original programmatic documents, tracings, drawings, calculation, specifications, estimates and other documents prepared under this Contract by the **Consultant**. The **County** agrees to credit the **Consultant** with such authorship, if requested by the **Consultant**. In the event the **County**, or subsequent Consultant uses or changes the completed program documents, the **County** agrees to release **Consultant** of responsibility for such use or changes, and any and all direct and indirect consequences of such use or changes.

**ARTICLE 23 - COMMUNICATIONS**

Communications between the parties to this Contract shall be sent to the following addresses:

**County:** County of San Luis Obispo  
Department of General Services  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

Attention: Rich Kopecky, Sr. Capital Project Coordinator  
(805) 781-5200, (805) 781-5215 FAX

**Consultant:** (Name)  
(Address)  
(City, State, Zip)

Attention:  
( ) Phone, ( ) Fax



ACCEPTED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CONSULTANT:**

\_\_\_\_\_

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

Title: \_\_\_\_\_

(Corporate Seal)

if app., add Corporate Cert

**OWNER:**

**COUNTY OF SAN LUIS OBISPO**

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

Chairman of the Board of Supervisors

Approved by Board action on \_\_\_\_\_, 2013

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

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

Deputy Clerk

**APPROVED AS TO FORM AND LEGAL EFFECT:**

RITA L. NEAL  
County Counsel

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

**RECOMMENDED BY:**

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

\_\_\_\_\_  
JANETTE PELL  
General Services Director

**EXHIBIT A - SCOPE OF SERVICES****1.0 SCOPE OF CONSULTANT'S BASIC SERVICES**

The services of the Commissioning Agent will be required for pre-bid/pre-construction phase through completion of the construction phase, including post-construction services. The County expects the Commissioning Agent team to protect the County's interests while keeping the project on schedule and on budget.

The scope of work for the Commissioning Agent on this project is as follows:

**I. GENERAL SERVICES**

1. **Scope of Commissioning:** HVAC, HVAC controls, Lighting Controls, Fire/Life Safety Systems, Smoke Control, Electrical Distribution, Generator/ATS/UPS, and all Security Electronics Systems and Controls. Scope shall include a facility-wide power loss integrated test for generator/ATS/UPS switchover and security, lighting, and HVAC system recovery.
2. **Responsibilities:** The primary role of the Commissioning Agent is to develop and coordinate the execution of a commissioning plan, observe and document performance, determine whether systems are functioning in accordance with the documented design intent and in accordance with the Contract Documents. The trade sub-contractors will provide all tools or the use of tools to start, check-out and functionally test equipment and systems, except for specified testing with portable data-loggers, which shall be supplied and installed by the Commissioning Agent.
3. **Schedule:** Prepare and maintain a commissioning project schedule that encompasses each component of the commissioning. Meet with the County, Construction Manager, A/E, and Construction team to determine critical decisions needed to maintain schedule and to coordinate phasing, if any. Define schedule for County's project team members. Prepare schedule reports at least monthly.
4. **Project Meetings:** The CxA shall schedule and conduct project meetings attended by the County, Project AE, and others no less often than once each month beginning with the procurement phase, but even more frequently on occasion if needed. Such meetings shall serve as a forum for the exchange of information concerning the overall status and coordination of the project. Minutes for commissioning meetings shall be prepared and issued to the County, Construction Manager, Project AE, and all concerned parties no later than three (3) working days following the date the meeting occurred.
5. **Additional Responsibilities:** Other duties as detailed in the Contract for Consultant Services.

**PRE-CONSTRUCTION PHASE**

1. **Basis of Design (BOD) Document Review:** Provide a commissioning review of the BOD document and deliver feedback to the County and project Design Team.
2. **Commissioning Specifications:** Provide to the design team a set of project specific commissioning specifications for incorporation into the project manual. Provide a General Commissioning Requirements section, and in addition a trade-specific commissioning section for each trade with commissioning scope. For example specification sections: 11190 Detention Equipment & related sections, 13700 Electronic Security & related sections, 13852 Digital, Addressable Fire Alarm System,

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15010 Mechanical & related sections, 15800 Mechanical Commissioning, 16145 Lighting Controls, 16231 Packaged Engine Generator & related sections, etc.

3. **Design Review:** Review the 100% Construction Documents with the review, including, but not necessarily be limited to, the following items:
  - a. Discipline coordination of technical criteria and special system integration and interface
  - b. Special Systems
  - c. Durability
  - d. Maintainability
  - e. Document Coordination, Inter-Discipline and Inter-Document coordination
  - f. Document QA/QC including Field Quality Control Steps
  - g. All National, Federal, State, County, and Local Municipal, Guidelines
4. **Construction Milestones:** The CxA shall make recommendations to the County concerning milestones to be included in the construction bid documents.

**CONSTRUCTION PHASE SERVICES**

1. **Addenda:** The CxA shall receive from the A/E a copy of all Addenda. The CxA shall review Addenda for clarity, consistency and coordination.
2. **Schedule Review:** The CxA shall review the project schedule periodically to ensure commissioning activities are properly incorporated; provide feedback to the Contractor and Construction Manager as needed.
3. **Construction Phase Kickoff Meeting:** Schedule a commissioning kick-off meeting with the entire commissioning team, review the commissioning scope and process in detail, discuss team responsibilities, and develop a team approach to commissioning.
4. **Ongoing Meetings:** The Commissioning Agent will then organize and conduct on-going commissioning coordination and status meetings throughout the construction phase to review and discuss key commissioning issues, review Commissioning Plan updates, coordinate commissioning activities, etc. These periodic meetings should be no less than one per month during the early stages of construction, but transition to a weekly basis during equipment start-up and functional testing periods of the project. The Commissioning Agent will issue minutes to document these meetings. These meetings will likely coincide with site visits per below.
5. **Ongoing Site Visits and Witnessing:** The Commissioning Agent shall perform ongoing site visits during construction and identify potential issues that will impact the commissioning process. If discovered, the Commissioning Agent will bring equipment, material or installation work that does not conform to BOD requirements to the Owner's attention and document on the Issues List. All site observations will be noted in a site report after each visit. These site visits shall at a minimum be scheduled on a monthly basis during the initial stages of construction, but transition to a weekly basis at a minimum once significant portions of the HVAC systems and equipment begin installation and start-up.

The Commissioning Agent shall witness equipment start up and pre-functional testing of all major commissioned system components. Pre-functional testing of at least 10 percent of high quantity devices such as VAV boxes, other heating/cooling zones, etc. shall be witnessed by the Commissioning Agent. The CxA will review all supporting documentation from Contractor installation and start-up activities for all commissioned systems. The CxA shall recommend acceptance or rejection of the Pre-functional checklists as the result of the verification. If the checklists are rejected, the Contractor must

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perform the pre-functional checks again until approved. The CxA shall prepare and distribute minutes to all attendees, the County and the Project A/E.

6. **Review Requests for Information:** The CxA shall review and comment on RFI's relevant to commissioning scope.
7. **Quality Review:** The CxA may recommend the rejection of work to the County when it is the opinion of the CxA and the A/E that the Work does not conform to the requirements of the Contract Documents. The CxA is not responsible for, nor does the CxA control, the means and methods of construction for the project. It is understood that the CxA's actions are a service to the County, and no action taken by the CxA shall relieve the Contractor from their obligation to perform their work in strict conformity with the Contract Documents and in strict conformity with all other applicable laws, rules and regulations.
8. **Submittal and Shop Drawing Review:** The CxA shall participate in the submittal and shop drawing review and approval process for commissioning scope systems. This includes reviewing submittals for compliance with design intent in parallel with the A/E review. In addition, CxA will work with Design Consultant on the interpretation of Plans and Technical Specifications and will notify the Owner's Project Manager in writing, in cases of disagreement on interpretation that cannot be resolved between the Contractor and Design Consultant. In such notification, CxA shall make a recommendation on the interpretation. These reviews shall occur in parallel with the design team review.
9. **Specialized Testing and Inspection:** Advise County on recommended testing programs. Coordinate necessary tests with Contractor. CxA shall review reports and track the repair of non-complaint work. The CxA, in consultation with the Project A/E, may recommend that the County reject work that does not conform to the requirements of the Contract Documents. Witness all commissioning scope systems tests.
10. **Issue Tracking and Resolution:** As part of the project control system, document and track the resolution of issues affecting the design, construction, and transition to operations. Work with the AE, Contractor and other stakeholders in a pro-active manner to resolve outstanding issues including issues discovered in the field. Report to the County the status of any outstanding issues. Prepare and distribute updates on a regular basis (perhaps weekly) to County Project Manager. Maintain an Issues/Actions item log for the duration of the project encompassing all issues relating to the project team. Provide and record current status and final disposition of all items. Establish acceptable communications formats for various types of documentation for distribution.
11. **Monthly Project Report:** The CxA shall submit a monthly progress report to the County, including information on each Consultant and Contractor's work and the general status of the entire project. The CxA will meet with the County monthly to review this report, which shall include:
  - a. Executive summary and narrative of the current project status (work completed this period; status of schedule; anticipated or potential problems; and required actions by County in upcoming month)
  - b. Current versions of all other logs managed by the CxA
  - c. Financial reports (costs to date, initial contract value, costs committed, exposure, projections to completion)
  - d. Milestone schedule update
  - e. Photographs
12. **Test and Balance Review:** The CxA shall review the test and balance report draft copy (not wait for the typed copy) for deficiency and possible issues. Those issues shall be communicated to the County

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and recorded on the Issues List. Review and verify using random sampling of the test and balance results on site prior to the start of functional acceptance testing.

13. **System Readiness Review:** The Commissioning Agent will conduct a final on-site system readiness review of the specific systems and equipment to be commissioned. Issues noted during this process will be documented by the Commissioning Agent in the Commissioning Issues Log. Functional testing shall not commence until all critical issues identified during the installation verification process are resolved.
14. **Trending Plan:** Provide the control system sub-trade contractor with a list of required trend log definitions to be implemented as a basis for reviewing performance during functional testing at least three (3) weeks prior to the start of final functional acceptance testing.
15. **Functional Testing:** Develop a functional test plan to fully test the sequences of operation and intended operation of all commissioned systems. The test forms shall include the test procedures and expected results of each test point. Review the test plans and forms for each commissioned system with the appropriate members of the commissioning team and modify as necessary to perform functional tests in a manner that does not compromise the safety of tested equipment or personnel performing the test. Document results and review revised Issues List with County. Pursue issue resolution directly with contractors acting as agent of the County. Witness and document all functional testing to confirm commissioned systems perform in compliance with all test scripts. Issues noted during the functional performance tests will be documented by the Commissioning Agent. Issues should be resolved at the time of discovery and functional testing should continue. If testing is interrupted by a significant issue, the responsible sub-trade contractor will correct the deficiency and functional testing will resume after the issue has been resolved. Note that functional testing will be performed during both normal shift hours and off -hour periods. The Commissioning Agent will document all issues or deficiencies impacting the successful completion of functional testing activities. If appropriate, the Commissioning Agent will assist the Construction Manager at Risk with resolving issues in a timely manner. Provide a final log with all resolutions documented in the Final Commissioning Report.
16. **Trend Review:** Verify system operation by reviewing a minimum of 3 weeks of trend data for all commissioned systems and prepare a report summarizing results and identifying any deficiencies.

**CLOSEOUT AND OCCUPANCY PHASE SERVICES**

1. **Substantial Completion:** Assist the County in the determination of Substantial Completion of the Work. The Issues List acceptance will play a central role.
2. **Operations and Maintenance Manuals:** The CxA shall obtain from the Contractor operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the project. The CxA shall review the materials for completeness per contract requirements and request additional information as necessary to ensure that County receives all necessary materials. The CxA shall create a list of all manuals so received, and record their transfer to the County for subsequent training and facility operation by the CxA, if any, and all others.
3. **Staff Training in Building Operation and Maintenance:** Review the contractor's start-up training program for building operations personnel. Advise the County on required manuals and other materials needed for smooth operating and maintenance. Verify that training of Operations and Maintenance personnel is complete by reviewing training agendas, verifying trainer's credentials and collecting all training contractor's agendas signed by all parties.
4. **Systems manual:** Develop a Systems Manual for all commissioned systems. The System Manual shall be a complete document describing the components, operation, integration, commissioning and maintenance of each system. This System Manual shall provide future operating staff the information

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needed to understand and optimally operate the commissioned systems. Include a narrative outlining a process for future re-commissioning of all systems. Conduct a meeting with County's Building Engineer and Facilities Operations staff to perform an in-depth review the Systems Manual when complete. The Systems Manual and other closeout documents developed by the Commissioning Agent shall be created in a format that can be attached or embedded in the facility management database.

5. **Final Report:** At the time directed by the County, the CxA shall prepare final project reporting. The Final Report should contain an executive summary, a summary of the commissioning process; the final Commissioning Plan, OPR, BOD, Commissioning Specifications; completed Issues List; Commissioning Meeting Minutes and completed check forms. The Final Report shall be completed and submitted to the County within 30 days of the time CxA is directed by County to prepare final project reporting.

**WARRANTY PHASE SERVICES**

**Warranty Review:** The Commissioning Agent shall coordinate with the County and the O&M staff to review the facility and its performance within 10 months after substantial completion. CxA shall document and obtain correction of unresolved construction commissioning issues as well as any deficiencies identified in the post occupancy review to be documented and corrected as a claim under manufacturer or contractor warranties. In working with the building operations staff and occupants, CxA shall identify any problems in operating the building original functionality. Perform site walk-through, review trend logs, and perform a review with Operations and Maintenance personnel and space occupants 10 to 12 months after final acceptance. Provide an implementation plan to correct any issues identified during this review, and conduct any re-commissioning testing needed at that time.

**GENERAL**

All of the services furnished by the Commissioning Agent under this Contract from the inception of this Contract until termination of this Contract shall meet the professional standards and quality which prevail among Commissioning Agent contractors of superior knowledge and skill engaged in similar works on projects throughout California under the same or similar circumstances. All services performed by Commissioning Agent shall be in compliance with all applicable federal, state, and local codes, rules and regulations which are in force at the time such services are rendered.

The Commissioning Agent shall exercise its best professional efforts to, through the construction contractors and consultants ensure attendance of all appropriate personnel at all meetings and presentations, as necessary, including, but not limited to, all sub-consultants, subcontractors, or employees or persons under the direction or control of a consultant or a construction contractor.

The Commissioning Agent shall exercise the best efforts to coordinate the activities of the County, such that the County may provide timely decisions to the construction contractors, consultants and architects to reach mutually agreed upon decisions on matters affecting the progress of the work, and to coordinate County's input and decisions that affect the performance of the overall Project.

**EXHIBIT B – PAYMENT SCHEDULE**

**1.0 PAYMENTS TO THE CONSULTANT**

**1.1 COMPENSATION**

The consideration to be paid **CONSULTANT**, as provided herein, shall be full compensation for all of the **CONSULTANT'S** services and expenses incurred in the performance hereof, including office expenses, materials, equipment, travel, per diem, and any other direct or indirect expenses incident to providing those services.

**1.2 PAYMENT TO CONSULTANT**

Upon receipt and approval of **Consultant's** invoices, the **County** agrees to make payments to the **Consultant** for the services performed. Progress payments shall be based on a percentage of the work completed for each phase, and shall not exceed the totals listed below:

VERIFY PERCENTAGES PRIOR TO FINAL

Pre-Construction Phase (10%)	\$ _____
Construction Phase (30%)	\$ _____
Closeout & Occupancy (50%)	\$ _____
Warranty Phase (10%)	\$ _____

Additional services, if required, will be negotiated by Change Order in accordance with paragraph 1.4 and 1.5 below.

**1.3 METHOD OF PAYMENT**

The Consultant's invoices shall be in a format approved by the **County** and are to be submitted in duplicate to the **County** via the **County's** Project Coordinator. Monthly invoices will be submitted for the percentage of work completed in each phase. The **County** reserves the right to adjust the monthly payment if the **Consultant** has not demonstrated satisfactory progress.

Upon receipt and approval of **CONSULTANT'S** invoices, the **COUNTY** agrees to make payment as follows:

- a. Monthly payments for percentage of work completed based on the **CONSULTANT'S** progress up to ninety-five percent (95%) of the fee for the phase; with one hundred percent (100%) payment upon the acceptance and approval of the Phase by the **COUNTY**, indicated by the **CONSULTANT** receiving a Notice to Proceed for the following Phase.

**Consultant** shall submit to the **County** on a monthly basis, documentation showing proof that payments were made to all sub-consultants for the last payment period.

**1.4 BILLING RATES FOR ADDITIONAL SERVICES**

ADDITIONAL SERVICES, when authorized in writing by the **COUNTY** shall be performed by the **CONSULTANT** for a negotiated fee based on the **CONSULTANT'S** hourly rates listed in item **F. CONSULTANT'S HOURLY RATE.**

The following **CONSULTANT** and Sub-Consultant hourly rates include overhead, administrative costs and profit and are valid through the period shown in Exhibit C, Schedule of Work. If the schedule is extended past the scheduled completion date for reasons other than delays by the **CONSULTANT**, hourly rates for Additional Services may be adjusted for inflation by the **CONSULTANT**

These rates shall be used as information to assist in arriving at a NEGOTIATED FEE for ADDITIONAL SERVICES. These rates are for informational purposes only and the NEGOTIATED FEE (negotiated and reduced to writing before additional services are performed) shall be controlling.

**HOURLY RATE FEE SCHEDULE**

Classification

Hourly Rate

**EXHIBIT C – SCHEDULE OF WORK****1.0 Progress Chart**

Within seven (7) calendar days after the Notice To Proceed, the **Consultant** shall submit a Schedule of Work to the **County** for review and approval. The Schedule of Work shall be in the form of a progress chart clearly delineating all steps, review dates and deadlines. The Schedule of Work shall also delineate the relationship to the **County**, and other regulatory agencies required in the review and permitting process.

The **Consultant** shall also provide an estimated schedule at the completion of the Construction Documents for the construction and closeout work. The schedule will be used as reference in the authorization to bid through the **County** Board of Supervisors.

**1.1 Work Schedule Time Limits**

The **Consultant** shall complete all work and services required for each of the Phases within the Time Limit listed below. The Time Limit for each Phase is the number of consecutive calendar days from the date of the written Notice to Proceed through the completion date of all work and services required for that Phase. The Time Limit does not include time required for reviews by the **County** or regulatory agencies. Time is of the essence and failure of the **Consultant** to perform Work on time is a material breach of this Contract.

PRE-CONSTRUCTION TIME LIMIT:	2.5 mo./75 calendar days
CONSTRUCTION TIME LIMIT:	36 mo./1,095 calendar days
CLOSEOUT & OCCUPANCY TIME LIMIT:	3 mo./90 calendar days
WARRANTY PHASE TIME LIMIT:	12 mo./365 calendar days

**EXHIBIT D – SUB-CONSULTANT LIST**

**1.0 SUB-CONSULTANTS**

**1.1** The following are the specialty **Sub-Consultants** that the **Consultant** will utilize for work required by this Contract. Written approval by the **County** is required to change or add to this list. The **County** reserves the right to reject the use of any **Sub-Consultant**. Nothing in the foregoing procedure shall create any contractual relationship between the **County** and any **Sub-Consultant** used by the **Consultant**. The **Consultant** shall update addresses and phone numbers if changes occur.

SPECIALTY	FIRM	ADDRESS	RESPONSIBLE PRINCIPAL