

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA # B-14

Urgent _____ Routine

AGENDA DATE August 28, 2001

CEO Concurs with Recommendation YES NO _____
(Information Attached)

4/5 Vote Required YES _____ NO

SUBJECT: AUTHORIZATION TO PROCEED WITH DESIGN OF REMODELING OF THE FORMER CITY HALL BUILDING AND RELATED ITEMS.

STAFF
RECOMMEN-
DATIONS:

1. AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO RESTART AND PROCEED WITH DESIGN OF REMODELING THE FORMER CITY HALL PROJECT.
2. AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO SIGN A CONTRACT WITH LESOVSKY•DONALDSON ARCHITECTS ON BEHALF OF THE BOARD.
3. AUTHORIZE THE CHIEF EXECUTIVE OFFICER AND AUDITOR TO UNDESIGNATE \$2.2 MILLION IN GENERAL FUND RESERVES RELATED TO THE NET PROCEEDS FROM THE SALE OF THE OLD COUNTY ADMINISTRATION BUILDING AND TO ESTABLISH A BUDGET.

FISCAL
IMPACT:

On December 19, 2000, the Board approved the Downtown Plan with an estimated cost of \$20 million. The plan included \$2.57 million for the Former City Hall. The Board also authorized significant management, design work, and feasibility studies to prepare a realistic project scope and budget for the plan. Staff has completed the studies for the remodeling of the Former City Hall project and is ready to proceed with the design. The remaining \$2.2 million necessary for completion of the project will be funded from the General Fund Reserve designation related to the net proceeds from the sale of the old County administration building.

BOARD ACTION AS FOLLOWS:

No. 2001-650

On motion of Supervisor Simon , Seconded by Supervisor Blom
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None


1) Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By:  Deputy

File No.

DISCUSSION: BACKGROUND

In October 1996, RRM Design Group, in cooperation with a Steering Committee composed of City and County Staff, presented a "Downtown Government Facility Study" to a joint meeting of the Stanislaus County Board of Supervisors, Modesto City Council, and Stanislaus County Board of Education. At that meeting, a three-way partnership was created to implement a collaborative plan which included the existing City Hall and adjacent buildings, which would be acquired by the County and made available for the District Attorney, Public Defender, and other criminal justice functions, and necessary public and juror parking. The County acquired the former City Hall in late 1999.

On December 19, 2000, the Board approved the design and construction of improvements to the former City Hall, and preparation for its occupancy. The building will be used by a number of tenants. The program for those tenants is as follows:

<u>Floor</u>	<u>Function</u>	<u>NSF</u>
4 th	Public Defender	5,075
3 rd	Public Defender	2,957
	Sheriff: AWP	2,380
2 nd	Sheriff: Civil	3,010
	Adult Probation	2,290
1 st	Adult Probation	5,553
	Grand Jury	1,518
Basement	Adult Probation	6,300

The primary purpose of the remodeling is to bring the build up to current building codes. The work will include, but is not limited to:

- Rebuilding the rest rooms to meet ADA requirements.
- Installing a fire sprinkler system. The County anticipates the ceiling and the lighting systems must be replaced to allow installation of the fire sprinkler system.
- Modifying the stairs and ramps to meet ADA requirements.
- Modifying the basement mechanical room.
- Replacing certain door hardware.
- Upgrading the temperature control system.
- Replacing the floor coverings.
- Repainting the interior.
- Replacing the roof.

The former City Hall facility requires modifications to be in compliance with the requirements of the *Americans With Disabilities Act of 1990*, plus some

AUTHORIZATION TO PROCEED WITH DESIGN OF REMODELING OF THE FORMER CITY HALL
BUILDING AND RELATED ITEMS

Page 3

upgrading of the building mechanical systems, plus basic improvements to the interior space in preparation for re-occupancy by County staff. Other than a handicapped ramp, it is anticipated there will be no work on the exterior facade or on the building site.

A study of the mechanical systems may have to be done. Although the systems are working, the systems are not as efficient as modern systems. The study would determine if replacing all or some of the mechanical systems if the return on investment is acceptable.

On March 27, 2001, the Board authorized the CEO to consider alternatives to the Downtown Facilities Plan for the re-use of the former City Hall building if additional funds were available from the Performing Arts Foundation for the property. It has been determined that the additional funds are not available, and that the former City Hall project should be re-started per the approved Downtown Plan.

SCHEDULE

If authorized, the redesign will start immediately. Remodeling should start in the Spring of 2002, and occupancy in mid-Summer 2002.

POLICY ISSUES:

Authorization for staff to proceed with the proposed Former City Hall Remodel is consistent with the Board of Supervisors direction toward implementation of the Downtown Government Facility Study recommendations and the Board's goals and priorities to Ensure a Safe and Healthy Community, Promote Efficient Government Operations, and Model Community Leadership.

STAFFING IMPACTS:

Chief Executive Office Capital Projects Division, as well as staff from departments included in the Downtown Facilities Plan, will continue to comprise the Project Team.

AUDITOR-CONTROLLER BUDGET JOURNAL

BUDGET JOURNAL SCREEN

Budget Organization **Stanislaus Budget Org**
 Budget **LEGAL BUDGET**
 Accounting Period From **Jul-01**
 To **Jun-02**



BATCH SCREEN

Journal Batch **BO 200_ --**
 Category **Budget**

Line	Coding Structure							Period	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	Aug-01 AMOUNT		
1	2045	61100	62400	0	0	0.0	35,945.00		
2	2045	61100	63430	0	0	0.0	6,908.00		
3	2045	61100	63640	0	0	0.0	1,500.00		
4	2045	61100	64210	0	0	0.0	35,017.00		
5	2045	61100	64220	0	0	0.0	157,576.00		
6	2045	61100	64600	0	0	0.0	85,000.00		
7	2045	61100	66210	0	0	0.0	2,500.00		
8	2045	61100	73511	0	0	0.0	2,500.00		
9	2045	61100	73512	0	0	0.0	5,000.00		
10	2045	61100	80310	0	0	0.0	1,360,000.00		
11	2045	61100	80570	0	0	0.0	220,829.00		
12	2045	61100	80610	0	0	0.0	72,000.00		
13	2045	61100	81000	0	0	0.0	189,625.00		
14	2045	61100	46600			.0	2,174,400.00		
15	100		85850			.0	2,174,400.00		
16						.0			
17						.0			
18						.0			
19						.0			
20						.0			
21						.0			
22						.0			
23						.0			
24						.0			
25						.0			
Totals								6,523,200.00	

Explanation: Establish budget for City Hall Remodel

Requesting Department	CEO	Auditors Office Only	
Signature	<i>Monica Prober</i>	<i>S. D. J.</i>	Admin Approval (\$75K+)
Date	<i>8/23/01</i>	<i>8/22/01</i>	Date
Contact Person & Phone Number			Date

**AUDITOR-CONTROLLER
STANDARD JOURNAL VOUCHER**

BATCH SCREEN

Batch
 Period
 Description



JOURNAL SCREEN

Journal
 Category
 Balance Type A = Actual or E = Encumbrance
 Description
 Control Total

Line	Coding Structure						Debit	Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6			
1	100		3610			.0		2,174,400.00	
2	100		3630			.0	2,174,400.00		
3	100		85850			.0	2,174,400.00		
4	2045	61100	46600			.0		2,174,400.00	
5						.0			
6						.0			
7						.0			
8						.0			
9						.0			
10						.0			
11						.0			
12						.0			
13						.0			
14						.0			
15						.0			
16						.0			
17						.0			
18						.0			
19						.0			
20						.0			
21						.0			
22						.0			
23						.0			
24						.0			
25						.0			
Totals							4,348,800.00	4,348,800.00	

Explanation: To undesignate fund balance in the general fund and to transfer cash to the capital project fund for City Hall Remodel

\$75K

Departments Outside Auditors' Office		Data Entry	Auditors Office Only	
Prepared by	<i>[Signature]</i> Supervisor's Approval	Keyed by	<i>[Signature]</i> Prepared By	Approved By
Date	8/23/01 Date	Date	8/22/01 Date	Date

AUDITOR-CONTROLLER BUDGET JOURNAL

BUDGET JOURNAL SCREEN

Budget Organization: **AC**
 Budget: **LEGAL BUDGET**
 Accounting Period From: **Jul-00**
 To: **Jun-01**



BATCH SCREEN

Journal Batch: **AC MRJ JV 25132** **5/1/01** **BO 2000-1015**
 Category: **Budget**

Line	Coding Structure							Period	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	Apr-01		
								AMOUNT	
1	2045	61100	63430	0	0	0	Dr	10,600.00	Consulting Svcs (Design)
2	2045	61100	64600	0	0	0	Dr	15,000.00	Const Management Svcs
3	2045	61100	31420	0	0	0	Cr	25,600.00	PFF Revenue
4				0	0	0			
5				0	0	0			
6				0	0	0			
7				0	0	0			
8				0	0	0			
9				0	0	0			
10				0	0	0			
11				0	0	0			
12				0	0	0			
13				0	0	0			
14				0	0	0			
15				0	0	0			
16				0	0	0			
17				0	0	0			
18				0	0	0			
19				0	0	0			
20				0	0	0			
21				0	0	0			
22				0	0	0			
23				0	0	0			
24									
25									
26									
Totals								51,200.00	

Explanation: Establish preliminary budget for City Hall Remodel project per BO 2000-1015

Requesting Department: _____		CEO: _____		Auditors Office Only: _____	
 Signature		 Signature		Admin Approval (\$75K+)	
Date: 5/7/01		Date: _____		Date: 05/03/2001	
Date: _____		Date: _____		Date: 5/7/01	

CAPITAL PROJECTS
Remodel City Hall Block

Description	Early Start	Early Finish	2000												2001												2002												2003		
			NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR										
Remodel City Hall																																									
Negotiate Architectural Contract																																									
Architectural Selection Incl Interior Design	08JAN01 A	28AUG01																																							
Schematic Design																																									
Schematic Design Documents	29AUG01	05OCT01																																							
Design Development																																									
Design Development Documents	08OCT01	07NOV01																																							
Construction Documents																																									
Construction Documents	08NOV01	14JAN02																																							
Bid And Award Construction Contracts																																									
Bid & Award Remodeling Of City Hall	15JAN02	15FEB02																																							
Construction Of Project																																									
Remodel City Hall	19FEB02	01JUL02																																							
Data & Communication																																									
Data & Communications	01FEB01 A	13MAY02																																							
Furniture, Fixtures, & Equipment																																									
F F & E	04OCT01	22MAR02																																							
Transition Of Employees																																									
Relocate Public Defender, Probation, &	24JUL02	30JUL02																																							

△	Early start point	△	Progress point	Data date	29JUN01	Date	Revision	Checked	Approved
▽	Early finish point	△	Critical point	Start date	14NOV96				
▭	Early bar	▽	Summary point	Finish date	20DEC04				
▭	Progress bar	◇	Start milestone point	Must finish date					
▭	Critical bar	◇	Finish milestone point	Target finish date	09SEP04				
—	Summary bar			© Primavera Systems, Inc.					

Stanislaus Capital Projects
1010 10th Street, Suite 2300, Modesto, CA 95354
Phone: (209) 525-4380 FAX: (209) 525-4385

TRANSMITTAL

TO: Brent Lesovsky
Lesovsky•Donaldson Architects
4 South Central Court
Stockton, CA 95204

SUBJECT: STANISLAUS REMODEL FORMER MODESTO CITY HALL **DATE: 10/01/01**

We are sending you X *attached* *under separate cover* the following material:

- | | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Change Order | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Plans | <input type="checkbox"/> Computer Printout |
| <input type="checkbox"/> Prints | <input type="checkbox"/> Samples | <input type="checkbox"/> Updates |

COPIES	DATE	DESCRIPTION
1		Fully-executed Contract for Architectural/Engineering and Related Professional Design Services


REMARKS:

For your records.

Note to Board: On Commission agenda August 28, 2001, as Item B-14.

COPIES: Patricia Hill Thomas (Original)
Lily Farriester, Board (Original + Copy)
Terry Rein (Copy)
Mike Firpo, Auditor (Copy)
File AE 2.1.1 (019)
File CE 11.2

SIGNED:


Don Phemister

**PROFESSIONAL SERVICES AGREEMENT
Between**

**THE COUNTY OF STANISLAUS
and
LESOVSKY•DONALDSON ARCHITECTS**

**for
ARCHITECTURAL/ENGINEERING and RELATED
PROFESSIONAL DESIGN SERVICES**

**for
REMODEL FORMER MODESTO CITY HALL BUILDING**

This Agreement (“Agreement”) is made and entered into on August 28, 2001, by and between the County of Stanislaus, located at 1010 Tenth Street, Modesto, CA 95354 (“County”) and Lesovsky•Donaldson Architects, 4 South Central Court, Stockton, CA 95204 (“Architect”).

ARTICLE I

1. THE PROJECT DESCRIPTION

The Architect shall provide all services incident to the design and administration of the remodeling of the former Modesto City Hall at the corner of 11th and H Streets, Modesto, California. The design and administration of the abatement and demolition of hazardous material shall be by others, although the County reserves the right to award the abatement and demolition and the remodeling to a single contractor. The project consists of remodeling the existing building for reuse by several County departments, reference Exhibit A, Description of Project.

ARTICLE II

2. THE DESIGNATED PERSONNEL AND CONSULTANTS

The Architect shall provide the following personnel and Architects on the Project.

ARCHITECT’S STAFF

Principal-in-Charge:	Brent Lesovsky
Architect Project Manager:	Mark Thomas
Project Architect:	

Subconsultants: (As Approved by the County)

Mechanical Engineer	Nexus Engineering
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Electrical Engineer
Cost Estimator
Interior Designer

HCS Engineering
Saylor Consulting Group
LHC Associates

ARTICLE III

3. SCHEDULE OF SERVICE, AND SCHEDULING

3.1 Schedule

3.1.1 Architect shall complete or cause to be completed all services required under this Agreement in accordance with the approved Milestone (Master) Schedule, Exhibit B.

3.1.2 For each phase option of the Work under this Agreement, Architect and Consultants shall prepare and submit for County acceptance a task list. The task list shall identify the tasks (and subtasks) defining in detail the scope of work of each phase option. The task list submitted shall be coordinated with the Milestone (Master) Schedule and the Architects CPM Design Schedule.

3.1.2.1 The task list for each phase of the Work under this Agreement shall be submitted with the deliverables at the conclusion of the previous phase of the Work under this Agreement.

3.1.2.2 Revisions to the task list shall be submitted for County acceptance on an as-required basis. Architect response time to County requested revisions to the task list shall not exceed one week. County will not request revisions to the task list more than once a month.

3.1.2.3 The Task list shall act as the basis of Architect's Design Schedule and respective payment requests.

3.1.3 Architect shall prepare, submit for County acceptance, and maintain a design schedule detailing the Architect's scheduled performance of the Work. The schedule shall fit within and coordinate with the overall Milestone Schedule, Exhibit B.

3.1.4 Fifteen days prior to commencement of the Program/Schematic Design Option, Architect shall submit for County acceptance a schedule covering all work of each phase under this Agreement that provides a detailed schedule for the tasks (and subtasks) of the Program/Schematic Design Option. For each succeeding phase of the Work, Architect shall update and supplement this

schedule with a detailed schedule covering by task (and subtask) Architect's work during the succeeding phase of the work. (The required schedule supplement shall be submitted as part of Architect's deliverables at the conclusion of the current phase of the Work.)

3.1.5 No payment shall be due Architect for any phase of the Work until the required schedule is provided and accepted by the County. The Architect's schedule shall be updated monthly, and shall meet the following requirements:

3.1.5.1 Architect's schedule shall outline dates and time periods for the delivery of Architect's services, requirements for information from the County for the performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and tenants involved in the Project.

3.1.5.2 Architect's detailed schedule supplements shall identify design tasks as distinct activities. Each activity shall conclude with the approval or selection by County followed by further development, if appropriate, and preparation of deliverables. Identify design tasks for each type of drawing (e.g. electrical plans, HVAC plans, elevations, sections, etc.) and indicate the number of sheets following the name of the drawing type and man-hours per sheet. Decisions and approvals related to a group of design activities shall be shown at the bottom of the same sheet as the related activities.

3.1.5.3 The required schedule shall coordinate with the requirements of the County for potential utilization of construction packages, systems, equipment, and areas. The schedule shall include appropriate County and third party design review durations for each contract package (in minimum durations of one week for Program/Schematic Design Option and Design Development Option, and two weeks for the 90% Construction Document submittals.)

3.1.5.4 The schedule shall be in a computer software format compatible with County's existing computer software format, Sure Track, Primavera/Primavision Version 5.0 or latest version, or Microsoft Projects 98 or latest version.

3.1.6 Architect shall adjust and cause its retained Subconsultants to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules. Revisions to Architect's schedules shall be prepared and submitted when

requested by County, but not more frequently than once a month.

3.1.7 Architect shall meet with, make written recommendations to, and coordinate with Project Manager at least once a week, or more frequently if necessary, regarding ongoing design and construction work, with respect to the following subject matters:

3.1.7.1 Value engineering (including value engineering design, quantity surveys of materials, equipment or labor, or audits or inventories),

3.1.7.2 Constructability (including actual and reasonable constructability in light of County's objective to secure a completed Project with the lowest reasonable construction costs),

3.1.7.3 Project scheduling,

3.1.7.4 Scheduling of Architect's own Work and coordination with work of other consultants,

3.1.7.5 Construction schedules.

3.2 Schematic Design, Option 1: The Architect shall complete the Schematic Design phase within 30 calendar days after receipt of County's written authorization to proceed with this option. The time for completion is exclusive of time for review by County unless otherwise agreed to by the County.

3.3 Design Development Phase, Option 2: The Architect shall complete the Design Development Phase within 21 calendar days after receipt of County's written authorization to proceed with Design Development Phase, exclusive of time for review by County unless otherwise agreed to by the County.

3.4 Construction Documents Phase Option 3: The Architect shall complete the Construction Documents Phase within 42 calendar days after receipt of County's written authorization to proceed with Construction Documents Phase, exclusive of time for reviews by County unless otherwise agreed to by the County.

3.5 Bid Phase Option 4: The Architect shall complete the tasks required under the Bid Phase within 35 calendar days after receipt of County's written authorization to proceed unless otherwise agreed to by the County.

3.6 Construction Administration Phase Option 5: The Architect shall provide services during the Construction Administration Phase through completion and

acceptance of the project by the County Board of Supervisors. Should the time for construction exceed four months, the Architect's services beyond that time will be compensated for under the Additional Services Clause of this contract if the delay is through no fault of the Architect. The Architect shall provide the Final Construction Phase record drawings in accordance with Section 7.11.15.

3.7. Time: Time is of the essence for this agreement. The Architect shall comply with all response times or schedules specified in this Contract and in the project manual/specification or as agreed to by the County.

ARTICLE IV

4. CONSTRUCTION BUDGET

4.1 Construction Budget: The budget, which is subject to revision by the County during the Schematic Design Option, is based on the preliminary conceptual estimate developed by the County or the revised estimate developed as part of the final agreed program from Option 1, the Program/Schematic Design Option, of this contract.

4.1.1 The total construction budget (excluding hazardous materials abatement, roofing, and contingencies), estimated to the midpoint of construction, is \$1,300,000.

4.1.2 The County may, in its sole discretion, add to or reduce from the Program and adjust the total construction budget during the Schematic Design Option. If the Program is adjusted more than 10%, the County and the Architect shall enter into an amendment to this agreement to adjust the compensation payable to the Architect.

4.1.3 After the Schematic Design Option, the budget may be revised only upon written approval of the County.

ARTICLE V

5. COMPENSATION AND METHOD OF PAYMENT

5.1 Total Compensation: The total compensation by the County to the Architect for work performed under this agreement including all labor and other direct cost shall not exceed the architect contract budget of One Hundred Fifty-nine Thousand One Hundred Seventy-five Dollars (\$159,175.00), unless amended by the County. The County does not warrant that the final contract amount will equal the architect contract budget. The County expressly reserves the right to deny any payment for reimbursement requested by

the Architect for services or work performed which is in excess of the contract limit, unless such payment is approved by the County as an Additional Service, as set forth below. The total compensation to the Architect shall not exceed the following for each phase option:

Option 1, Schematic Design Option		
Basic Services and ODC's:	\$	39,015
Option 2, Design Development Option		
Basic Services and ODC's:	\$	30,979
Option 3, Construction Documents Option		
Basic Services and ODC's:	\$	51,631
Option 4 Bid Option		
Basic Services and ODC's:	\$	7,510
Option 5, Construction Administration Option		
Basic Services and ODC's:	\$	<u>30,040</u>
TOTAL NOT TO EXCEED	\$	159,175

5.2 Payment:

5.2.1 For work completed and upon submittal of monthly invoice statements in duplicate, the County shall pay the Architect for services rendered in an amount not to exceed the option totals set forth in Section 5.1, less 10% retention. The retention associated with each progress payments shall be placed in an interesting bearing escrow account and the Architect shall be entitled to said interest amounts upon release of the retention. Payments are due and payable thirty (30) days from the date of the Architects invoice. Upon approval by the County, retention shall be released to Architect upon acceptance of the project by the Board of Supervisors. County and Architect shall enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300.

5.2.2 Invoices shall be submitted for progress payment not more than once each month unless otherwise approved by the County. Progress payments shall be based on the percentage of services completed through the end of the billing period.

5.2.3 When submitting invoices, Architect shall provide an updated schedule that will be the basis of payment and that will certify that the percentages claimed

are true and accurate representations of Architect's progress to date, and that notwithstanding such percentages or the payment therefore, Architect remains fully responsible for satisfactorily completing all Services. County may adjust any progress payment so that it corresponds with the percentage of completion as determined by County. Adjustment of any progress payment will be reasonably negotiated with Architect.

5.2.4 Architect shall provide copies of all Subconsultant Agreements to County as the Agreements are finalized and executed between the Consultant and Architect.

5.2.5 Architect and/or its Subconsultants shall not provide services to the Construction Contractor or any Subcontractor under separate agreement for any part of this Project.

5.3 Notices to Proceed: The Architect shall not commence work on an option until a Notice to Proceed is issued by the County. The County has no obligation to issue Notices to Proceed for all phase options.

5.4 Authority by County: This agreement shall not be considered as giving exclusive authority to the Architect for performing all services pertaining to the design and/or construction of the project. The County may perform or may not perform, or have this work herein performed by others.

5.5 Approval of Rates: For purposes of negotiating changes in services, hourly rates will be submitted for approval for each staff member of the Architect, and the Architect's Subconsultant's with a resume that justifies the level of proposed rates. These rates will apply to base and extra services. The County has the right if it deems necessary to audit the actual records.

5.6 Release: Prior to release of retention and/or final payment pursuant to this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereof, Consultant shall execute and deliver to Owner a Conditional Release of all Fee Claims arising pursuant to or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted from the operation of the Release for reasons and in amounts set forth therein.

ARTICLE VI

6. DEFINITIONS

Acceptance: The formal Acceptance by the County Board of Supervisors of the

completion of the Work of a Construction Contract, which to County's knowledge has been performed in accordance with the Contract Documents and any approved modifications thereof.

Addendum: A written change to the Bid Documents issued before the time fixed for the opening of Bids.

Allowance: A stipulated amount specified in the contract for a scope of work to be defined later.

Alternate: See Bid Item below.

Appropriate Authorities and Agencies: Any private, local, municipal, County, State, regional, or federal authority or agency with which the Project may be involved. This term is intended to include those agencies and authorities which may require information or from which information is obtained.

Architect: The Architectural Team consisting of the Architect and the Subconsultants. The Architect will be an agent of the County for design of the facility.

Architect's Schedule: The schedule, prepared by Architect and approved by Owner, showing the timing and phasing of Architect's Services in connection with a Project, as set forth in Article II. It will include detailed design phases and tasks and be prepared in a CPM format.

Basic Services: Architect's basic services as described in Article VII.

Bid: The offer of a Contractor to perform the Work pursuant to a completed prescribed Bid Form, properly executed and guaranteed, and timely submitted.

Bid Documents: The documents approved by the County Board of Supervisors to advertise for construction of a Project, including the Notice to Bidders, Bid Form, Agreement Form, forms for the Bidder's Bond, the Performance Bond, the Payment Bond for Public Works, and the Escrow Agreement: Substitution of Securities, plus the General Conditions, Supplementary General Conditions, Special Conditions, Specifications, Plans, Permits, and any Addenda or written modification to any of the foregoing.

Bid Form: The approved form on which Owner requires a formal Bid be prepared and submitted for the Work.

Bid Item: A separately described Work item on the Bid Form, for which each bidder

must submit a separate price. Bid items may be the following types:

Base Bid Item: The Basic Work described by the Contract Documents.

Additive Bid Item: A separately described additional Work item, which the Contract Documents clearly identify as an Additive Bid Item, for which each bidder must submit a separate price, and which Owner may choose to award *in addition* to the Base Bid Item.

Alternate Bid Item: A separately described alternate Work item, which the Contract Documents clearly identify as an Alternate Bid Item, for which each bidder must submit a separate price, and which Owner may choose to award *instead of* Work specified in another Bid Item.

Deductive Bid Item: A separately described Work item, which the Contract Documents clearly identify as a Deductive Bid Item, for which each bidder must submit a separate deductive price, and which Owner may choose to *deduct from* the Base Bid Item.

Change Order: A written amendment to a Construction Contract, changing the Work, the Contract price and/or the Contract time, approved and executed by the Contractor and the County Board of Supervisors or the Owner's Authorized Representative within the limits authorized by the County Board of Supervisors.

Construction Budget: Shall mean the County approved budget for construction of the project as defined in Article IV.

Construction Contingency: The money retained by County during construction for reasonable changes such as unforeseen conditions, design omissions and errors, delays, etc. It does not include scope changes.

Construction Contract: The written agreement on the Owner's form covering the performance of the Work and the furnishing of labor, materials, tools and equipment in the construction of the Work.

Construction Documents: The complete Plans and Specifications prepared by Architect describing the scope and details of the construction Work to be performed by the Contractor including all approved change orders synonymous with "Contract Documents."

Construction Manager: A firm or individual hired by Owner to manage all or part of a design and/or construction project. Synonymous with "Project Manager".

Contract Administrator: Shall be the County's CEO or the authorized representative. The

representative shall represent the County in all matters except when approval is specifically required by the Board of Supervisors.

Contractor: The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, or the legal representatives thereof, who have entered into a Construction Contract with Owner. Synonymous with "Construction Contractor".

Contractor's Submittals: Items submitted by a Construction Contractor for Owner's review and acceptance including, but not limited to shop drawings, layouts, schedules, substitution requests, samples, mockups, catalogs, product data and literature, equipment data sheets, maintenance and operating data, warranties and guarantees.

Days: Calendar days unless otherwise designated.

Deliverables: The Instruments of Service and other products of Architect's Services to be delivered to Owner pursuant to this Agreement.

Design Contingency: That portion of the estimate of construction cost for unknown or unforeseen costs. It will start at 25% for the Schematic Phase, 15% for the Design Development Phase, and will be 0% at the end of Construction Document Phase.

Documents: The Contract Documents.

Estimate: As used herein, the following terms and meanings shall apply:

- a. Estimate of Construction Cost - Shall mean the estimate of cost of the construction work established by the Architect at a specific period in time (which will not be greater than the construction budget per Article IV.) The estimate shall include costs at current market rates, escalated to the mid-point of construction, including a reasonable allowance for overhead, profit, and design contingency. The estimate does not include the cost of land, right-of-way, County's bidding contingency, movable furnishing and equipment, change order contingency, and County contingency or other costs which are the responsibility of the County. The estimate does not include the compensation of Architect, Architect's Subconsultants, other consultants, and those items which are Owner's responsibility.
- b. Preliminary Statement of Probable Construction Cost - Estimate of probable construction cost in systems format, based on the Owner-approved Schematic and Design Development Phase documents.
- c. Final Statement of Probable Construction Cost - Estimate of construction

cost in systems and CSI format, based on Owner-approved Construction Documents.

- d. In no case shall the Preliminary and Final Statement of Probable Construction Cost exceed the Construction Budget. (Article IV)

Governmental Agencies: Whenever, in this Agreement or the Contract Documents, reference is made to any governmental agency or officer, such reference shall be deemed made to any agency or officer acting in accordance with law to the power, duties, jurisdiction, and authority of the agency or officer mentioned.

Instruments of Service: Designs, drawings, sketches, renderings, plans, specifications, data, maps, models, studies, reports, schedules, estimates, and other tangible products of Architect's Services in connection with a Project pursuant to this Agreement.

Notice of Final Acceptance: A document authorized by the County Board of Supervisors and executed by the County and Architect signifying that a Construction Contract has been completed.

Owner Contingency: The contingency amount in the project budget for County use to cover unforeseen issue and/or minor scope changes within the program. Not to be confused with the construction contingency.

Owner's Project Manager: The person designated by Owner who is responsible for the overall direction and management of a Project, for administration of the Architect's Agreement, coordination of other Consultants, and liaison between Owner and Architect.

Owner's Authorized Representative: Synonymous with "Contract Administrator" and as delegated to the Project Construction Manager

Options: Items or work in the specifications and including in the base bid which may be chosen by the County between two or more selections.

Other Direct Cost: Other direct costs are in addition to Basic Services (but included in the total fee per Article V) and include expenses made by the Architect and the Architect's consultants. These expenses shall include computer plots, blueprinting and reproduction, photo work, overnight delivery and messenger delivery services and travel expenses. ODC's do not include the preparation of renderings, models or marketing materials except as otherwise indicated in this Agreement.

Phase or Option: A discrete part of Architect's services, as further described in this agreement.

Plans: Project drawings prepared by Architect for approval by the County Board of Supervisors, including any Addenda approved by Owner's Authorized Representative, which specify the location, character, dimensions, and details of the construction Work to Be performed. Synonymous with "Drawings" and "Contract Drawings".

Program: The schematic phase pre-design document developed by the Architect which shall be the guide for Architect's subsequent Services.

Project: An entire public improvement proposed by Owner, to be designed by Architect, and to be constructed in whole or in part pursuant to Plans and specifications prepared by Architect, including the Construction Contract and any phasing and milestone requirements.

Project Budget: The Project Budget is the County's estimate of costs, including but not limited to, the elements of design consultants, land, construction, FF&E, soft costs, etc. for the entire Project.

Project Master Schedule: The time phased schedule for planning, design, bidding, and construction for the entire Project. Synonymous with milestone or master schedule.

Record Drawings or Documents: Reproducible copies of the Contract Plans updated by Architect using information provided by the Construction Contractor showing conditions encountered and the final configuration of a Project as it was built, plus all clarifications, RFI's and changes posted by the Architect during construction. (See Clause 7.11.15).

Request for Information/Clarification: An instruction, clarification or additional information communicated by the Architect through the Owner to the Contractor which does not change the Construction Contract cost or time. (Note: The Owner may make interpretations which change a no cost RFI/Clarification to a Change.)

Services: The performance of labor and the provision of Instruments of Service by Architect in connection with a Project, pursuant to this Agreement.

Specifications: The directions, provisions and requirements pertaining to the materials to be furnished and to the method and manner of performing the construction Work by the Construction contractor, including any Addenda and revisions approved by Owner.

Standard of Care: The degree of learning, knowledge and skill possessed by reputable architects practicing on similar projects in the greater Sacramento/Stanislaus County areas. This definition will take precedence to others used in this agreement. Other provisions of this Agreement notwithstanding, all services performed under this Agreement shall be performed in a manner which meets this standard.

Subconsultant: A person or organization directly contracting with Architect to provide services for a Project. Synonymous with consultant.

Work: That which is constructed or done pursuant to a Construction Contract to accomplish a Project, including the furnishing of all labor, materials, and equipment.

ARTICLE VII

7. BASIC ARCHITECTURAL SERVICES OF ARCHITECT

7.1 Services in General: The Architect will be a team consisting of the Architect and its Consultants. The Architect will be the architect of record with overall responsibility for the project. The Architect shall:

7.1.1 Consult as necessary with authorized employees, agencies, and/or representatives of County, including the Project/Construction Manager, relative to the design and major categories at work.

7.1.2 Cooperate with other professionals employed by County in the design of other work related to the Project.

7.1.3 Review site surveys, subsoil data, chemical, mechanical, and other data logs of borings, etc., furnished to the Architect by the County or County's consultants. If the Architect, or where appropriate their consulting engineers, determines that the information provided is not adequate or sufficient to enable the Architect, or where appropriate its consulting engineers, to perform their services, the Architect shall inform the County of any such deficiencies.

7.1.4 Contract for or employ at Architect's expense (and approval by the County for which approval shall not be unreasonably withheld) consultants to the extent designated in Article II and as needed within the Standard of Care. This paragraph shall not create an obligation or contractual relation between County and any consultants retained by the Architect under the terms of this agreement. Said consultants shall, so long as their performance continues to be acceptable to the County, remain in charge of their scope of work for the project through completion of services provided in this agreement.

7.1.5 Provide an architectural team consisting of a the Principal-in-Charge, Project Manager, and Designer (see Designated Personnel Article II) for approval who shall, so long as their performance continues to be acceptable to the County, remain in charge of the services for the Project from beginning of Programming through completion of services provided for in this agreement.

7.1.6 Assist County in fulfilling normal requirements set forth by appropriate authorities concerning the design, cost, and construction of the Project.

7.1.7 The Architect shall cooperate with funding agencies, and assist the County in providing information to interested parties to obtain funding for the Project or to comply with funding requirements imposed on the County.

7.1.8 All travel and related costs required to perform the architectural service for the Architect and its consultants will be included as an Other Direct Cost in each phase.

7.1.10 May provide segregated design and construction Contract Documents for the Site Work Phase and Building Phase including alternates, allowances, and options as specified by the County.

7.2 Criteria

7.2.1 The Project shall be developed and designed in accordance with the latest issue of applicable codes, laws, regulations, and professional standards in effect as of the date of approval of the authorities having jurisdiction.

7.2.2 Architect shall not, unless otherwise permitted in writing by County, propose or recommend any design that has the effect of shifting design responsibilities from Architect to a contractor, through performance specifications or any other means unless otherwise agreed to in writing by the County. Performance specification will be allowed only when necessary to preclude single vendor sources.

7.2.3 Architect shall not, unless otherwise permitted in writing by the County, specify unique, untested, proprietary or sole source equipment, systems or materials. Whenever proprietary or sole source design or equipment is used, the Architect's design will allow for periodic maintenance and replacement of parts, equipment or systems, to be performed normally and without excessive cost or time.

7.2.4 Architect's design shall provide that surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access shall be in conformance with Cal OSHA.

7.3 Scope

7.3.1 Basic Services shall include all the services and activities specified below in Program/Schematic Design Phase, Design Development Phase, Construction Document Phase, Bidding Phase, and Construction Administration Phase, and warranty work per Section 7.11.17.

7.3.2 Performance of services will require Architect to work with, meet with, and attend meetings with County staff, tenants, with other governmental agencies, with Contractors, and with such other consultants as Architect determines necessary, to the extent reasonably necessary for the design and construction of the Project and performance of Architect's duties under this Agreement (including, but not limited to, Architect's express duties of coordination with other consultants).

7.3.3 Work performed by Architect shall conform to the requirements of the California Business and Professions Code. As referenced in Section 6703.1 of such Code, "Responsible Charge" for the work shall be with a Registered Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, and Electrical Engineer Licensed by the State of California.

7.3.4 Architect shall provide to County professional architectural and engineering services in all phases of the Project to which this Agreement applies. Services will include providing all professional architectural and consultant services necessary to perform the Work.

7.3.5 Architect shall have adequate personnel, facilities, equipment and supplies to complete the work. Architect shall provide all materials to complete the required work.

7.3.6 Architect shall engage those specialty Subconsultants, as necessary for proper completion of the Work, at the sole expense of Architect. Architect's contracts with its Subconsultants (and their contracts with their Subconsultants) shall incorporate this contract by reference to the extent not inconsistent with the Subconsultant's scope of work per Paragraph 7.1.5. All Subconsultants must have experience in parking garage facilities. County shall have the right to approve specialty Subconsultants engaged by Architect as well as their form of contract, which approval shall not be unreasonably withheld.

7.3.7 Architect shall require each of its Subconsultants to execute agreements containing insurance and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold County harmless from errors or

omissions of the subconsultants.

7.3.8 Architect, or where appropriate, their consulting engineers shall review and visually verify as-built and as-designed information supplied by the County concerning existing structures, facilities and utilities, and determine if such information is sufficient to use in connection with the phases of the Architects Work and to be made available to Bidders and the Construction Contract. Architect, and where appropriate, their consulting engineers, shall not be responsible nor liable for the accuracy of such information provided by the County.

7.3.9 The Architect shall make any required corrections or revisions to reports, drawings or specifications which are a result of any errors or omissions by Architect, at no additional cost to the County.

7.3.10 Architect shall provide to the County a written list of governmental and private regulations, licenses, permits, and any other type of applicable restriction and associated requirements on the Work and its incorporation into the Project.

7.4 Coordination of Architectural and Engineering Subconsultants/Other Consultants.

7.4.1 Architect shall coordinate design, architectural work, architectural and engineering disciplines and subconsultants involved in completing the Work. Architect's subconsultants shall coordinate with Architect and all architectural and engineering disciplines and subconsultants involved in completing the Work. The objective of this coordination shall be the development of a complete comprehensive and workable design in which the work of Architect plus each Subconsultant interfaces well and is properly coordinated, architecturally sound and well engineered, with details that work together with regard to all affected disciplines.

7.4.1.1 Architect shall require the subconsultants to agree in their subcontracts to coordinate with Architect and other subconsultants.

7.4.1.2 Architect shall conduct at least weekly design coordination meetings with all subconsultants employed by Architect.

7.4.1.3 Architect shall present County with weekly design coordination reports. Design coordination reports shall include written verification that all design coordination responsibilities appropriate to the stage of construction have been fulfilled.

7.5 Deliverables: Provide all deliverables required under this contract.

7.6 Monthly Progress Report

7.6.1 Architect shall provide County with a Monthly Progress Report, in writing, reporting on Architect's progress and any problems in performing the Work of which Architect becomes aware. The Monthly Progress Report shall include, but is not limited to:

7.6.1.1 A narrative of the work performed (including a list of any contract deliverables) and identification of areas of concern, actions and approvals needed.

7.6.1.2 A schedule assessment and proposed ways to work around any problems that arise.

7.6.1.3 Monthly schedule status reports clearly identifying planned vs. actual performance with respect to the current approved version of the schedule and planned vs. actual manhours per activity and drawings .

7.6.1.4 The original summary schedule and detailed schedules, updates and revisions submitted in both electronic and bound hard copy forms.

7.6.1.5 All written submittals prepared using WordPerfect for Windows or Windows software program or Microsoft Word.

7.7 Schematic Design Option 1:

7.7.1. Schematic Design

The Architect shall complete schematic design based on the program, Exhibit A, including adjustments authorized by the County, the Architect shall prepare the following:

7.7.1.1 Schematic Design Documents: The Architect will be responsible for schematic design. Based on the County's program, project budget requirements, and construction budget, the Architect will prepare Schematic Design Documents for review and approval by the County. The documents consist of drawings, specifications, a narrative description and relationship of project components, and performance requirements. These documents will cover basic architectural, mechanical, structural, and electrical concepts. If requested, the Architect will provide the

County a minimum of two (2) design concept schemes for their review and approval before proceeding with the final schematic design.

7.7.1.2 Meetings:

7.7.1.2.1 Weekly Schematic Core Meetings: Every week or as otherwise agreed to by the County Project Manager, Architect, and other Core Team Members shall meet to review and discuss progress, problems, and activities planned for the next interval. The Architect shall provide action-oriented meeting minutes during the preparation of Schematic Design Documents.

7.7.1.2.2 Project Kick-Off Meeting: At the beginning of the Schematic Design Phase, the Architect will attend a Project Kick-Off Meeting with the Core Team, and Users to discuss the project and schedule, and to listen to the users. The Architect shall follow up with individual or small group meetings as necessary to promote user involvement in the design of the Project.

7.7.1.3 Estimate: The Architect will prepare a Statement of probable Construction Cost based on the Schematic Design Documents and other available data. The Architect will compare it to the construction budget. The Statement of probable Construction Cost must not exceed the construction budget.

7.7.1.4 Value Engineering: Value engineering will be used as an ongoing process throughout the development of the design. There is an optional one-day value engineering session based upon the draft of the Schematic Design Documents. If authorized in writing by Stanislaus County, the Architect, Mechanical Engineer, Electrical Engineer, and Estimator must attend from the Architect's office. After the formal value engineering session, the Architect and Project Manager shall meet to categorize and present the value engineering ideas to the County. The architect will incorporate VE suggestions deemed acceptable by the County into the final Schematic Design Documents and will use other suggestions as alternates as directed by the County. The cost of the Value Engineering Session shall not exceed \$5,000.

7.7.1.5 Site Visit and Investigations

7.7.1.5.1 Investigate existing conditions through site visits and otherwise, to determine scope of work and effects on design and

construction.

7.7.1.5.2 Advise the County as to the necessity of obtaining additional information related to the site, necessary for purposes of design.

7.7.1.5.3 Review information and advise County whether such data is adequate for purposes of design. Determine if additional data is necessary because of apparent errors, conflicts, incomplete information or as may be otherwise required, before Architect can proceed with design.

7.7.1.6 Recommendations on Required Additional Information

7.7.1.6.1 Advise County as to the necessity of County's providing or obtaining from others available or additional information pertinent to the Project including previous reports, as built conditions, information, and any other data relative to design or construction of the Project.

7.7.1.6.2 Make recommendations on required additional information necessary to complete the design and complete the preliminary reports and schematic materials.

7.7.1.7 Deliverables

7.7.1.7.1 County Approval: The completed Schematic Design drawings, specifications, probable cost estimate, and other documents will be presented to the County for written approval.

7.7.1.7.2 The Architect shall provide for County approval:

- a. One reproducible copy of outline specifications including description of architectural, structural, mechanical, and electrical systems and materials proposed, including performance requirements.
- b. The Architect shall furnish for public presentation as part of the approval procedure an electronic presentation in Microsoft Powerpoint as approved by the County, 15 copies of a brochure 8-1/2" x 11" (fold-outs of 11" by 14" or greater if required will

be permitted) containing schematic drawings, outline specifications, and the Architect's initial statement of probable construction cost and a rendered perspective drawing.

The Architect shall provide a mounted presentation site plan, floor plans, elevations and computer generated or rendered perspectives of exterior at a scale acceptable to the County necessary to convey the architectural design.

- c. One reproducible copy:
 - 1) Floor plans, with room names, no less than 1/8" = 1'-0" scale, showing gross square footage.
 - 2) At least two (2) sections of the building in scale of no less than 1/16" = 1'-0" fully describing interior/exterior volumes and relationship with floor plan.
 - 3) Exterior elevations of each major facade.
 - 4) A written description of the major systems, including but not limited to, security, HVAC, fire protection, plumbing, electrical, and signage/graphics.
- d. Preliminary project schedules for both normal and fast track construction.
- e. Preliminary cost estimates for both normal and fast track schedules.
- f. Architect task schedule for Design Development Phase.
- g. Written concurrence that County's plan and program for the Project can be developed within the County's budget.

7.7.1.8 Final Submittal: The Architect will allow seven (7) days for County review and make changes requested by the County and resubmit a single reproducible copy with corrections within 7 days of receipt to final comments or as otherwise approved by the County.

7.7.1.8.1 Presentation to the Board of Supervisors if required.

7.7.1.8.2 Attend document and review meetings as requested by the County.

7.7.1.8.3 Preliminary Estimates of Schedules and Construction Costs.

- a. Prepare preliminary project schedules, one based upon normal construction phasing and one based upon fast tract construction.
- b. Prepare preliminary estimates of construction cost for each schedule.

7.7.1.8.4 Schematic Layouts, Sketches and Conceptual Design Criteria

- a. Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.
- b. Reports and exhibits shall incorporate the County's conceptual plans and program requirements and shall include structural, mechanical and electrical concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until an acceptable design concept that has been approved by the County.
- c. Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities have jurisdiction, easements, or other legal restrictions.

- d. Reports and exhibits shall indicate any alternative solutions available to County and set forth Architect's findings and recommendations.

7.8 Design Development Phase Option 2

Upon receipt of written authorization by County to proceed with the Design Development Phase Option, based on the County's approved Program/Schematic Design, including any adjustments authorized by the County in the Program, schedule, or construction budget, the Architect shall:

7.8.1 Submit one (1) reproducible copy of the following Design Documents consistent with the approved Schematic Design Option:

- a. Floor plans including space assignments, sizes and location of installed, fixed and moveable equipment, and labeling of net and gross areas for the various parts of the project.
- b. Large scale layouts of various systems.
- c. Outline specifications describing performance, size, character, and quality of the Project in its essentials as to kinds and locations of materials; type of structural, mechanical, and electrical systems; and
- d. A tabulation of floor areas, and a comparison to the space program requirements established at the beginning of Program/Schematic Design phase.

7.8.2 Prepare and submit for County approval a proposed construction estimate based on a unit cost and provide cost savings options for work exceeding the budget. Based on the information contained in the Design Development Documents, submit a revised opinion and more detailed estimate of probable construction cost and times of completion of the project, for both the normal and fast track construction (including phasing) as defined in the Schematic Phase.

7.8.3 Prepare and submit for the County approval written design criteria for architectural, structural, mechanical, and electrical systems to clearly show the characteristics and quality of environment and control they will provide. Lighting levels, and floor live-load design shall be stated in general and special occupancy areas. Provide HVAC calculations as required. Cite codes and standards and

approving jurisdiction relative to major categories of work. Detail any exception to these variations with written approval from the County.

7.8.4 Within five days of the start of the Design Development phase, submit an updated architects design schedule based on the required Design Development Documents and the construction approach selected by the County.

7.8.5 Attend development and review meetings as requested by the County.

7.8.6 Color schedules, samples of textures and finishes of all materials proposed in the Work.

7.8.7 List of long lead items (if any) based on Design Development documents, coordinated with updated milestone Master Schedule.

7.8.8 Submit Title 24 preliminary calculations.

7.8.9 Prepare recommendations of the Supplementary Conditions, the construction contract, and (where appropriate) additional bidding requirements for inclusion in existing bid forms, invitations to bid and instructions to bidders for review and approval by County, its legal counsel, Project Manager, Construction Manager, and other advisors, and assist in the preparation of other related documents.

7.8.10 Make full disclosure to County, and obtain County's express written approval of:

- a. Any provisions in the drawings and specifications that operate to shift design responsibilities from Architect to Contractor, through performance specifications or any other means;
- b. Any proposed untested, unique, proprietary or sole source design features.

7.8.11 Final Submittal: The Architect will allow seven (7) days for County review time and the Architect shall make changes necessary to comply with County's review comments, and resubmit one (1) set of reproducible completed documents along with County's marked up check set within seven (7) days of receipt, unless otherwise approved by the County.

7.8.11.1 Make presentation of the documents to the Board of Supervisors if requested .

7.8.11.2 Architect task schedule for the Construction Document Phase.

7.8.11.3 Participate and cooperate fully in a review of the design by County, and any Consultants engaged by County, to assess the constructability of the design.

7.9 Construction Documents Phase Option 3:

This phase commences only after the County has approved the Design Development Documents and cost estimate. Upon written authorization from the County to proceed with the Construction Documents Phase Option, the Architect shall provide within five days the following services as well as a revised listing of all man-hours, drawing sheets and specifications to be produced and revised a schedule of the Architect and Consultants work for the Construction Document Phase.

7.9.1 Based upon approved Design Development Documents and any further adjustments in the scope and quality of the Project or in the Project budget authorized by County, the Architect shall prepare, for approval by County, Contract Documents consisting of drawings, general conditions, and technical specifications setting forth in detail the requirements for the construction of the Project. Such documents shall be full, complete and accurate within code requirements and the Standards of Care, giving such information as will enable a competent builder to carry them out. The specifications based on CSI Format shall note the detailed specifications of all specified items so that "or equal;" proposal characteristics can be reviewed and measured. The Construction Manager will prepare the bidding requirements, General Conditions, Special Conditions, and Division 1 documents.

7.9.2 The Construction Documents shall conform to and be consistent with the documents approved by County at the completion of the Design Development Phase.

7.9.3 The Architect shall assist the County in the preparation of bidding information and bidding forms deemed necessary by the County.

7.9.4 The Architect shall prepare a Detailed Construction Cost Estimate based, for the Base Bid, with separate estimates for portions of the Project authorized by County to be bid as separate segments, allowances, and/or alternates. Cost escalation shall be measured to the mid-point of construction.

7.9.5 The Architect in consultation with and upon approval of the County and Construction Manager will include at least ten (10) bid alternates in the Construction Documents.

7.9.6 The Architect shall prepare and submit to the County structural, civil, electrical, and mechanical calculations for the Project.

7.9.7 The Architect shall prepare and submit to the County compete Final Title 24 Energy Compliance Calculations.

7.9.8 The Architect shall prepare all drawings and specification in conformity with the applicable building codes, the Public Bidding Requirements of the California Public Contracts Code, and all other applicable state and federal laws and regulations in effect at the time of the signing of this agreement.

7.9.9 The Architect shall review and comment on the General Conditions and Division 1 of the specifications provided by County but not as to legal or insurance requirements or considerations. The County may accept or reject the Architect's suggested changes in its sole discretion.

7.9.10 The Architect shall submit one reproducible copy of all required Contract Documents to County as a package, with all items completed. County will review and return on check set of documents to the Architect with comments within 14 days of receipt.

7.9.11 The Architect shall make changes necessary to comply with County's review comments, and resubmit one (1) reproducible set of corrected documents, along with County's marked-up check set within 7 days of receipt, or as agreed to by the County.

7.9.12 The Architect shall submit the revised color/material board for both interiors and exteriors with written color schedule at 50% of the Construction Documents Phase.

7.9.13 Prior to commencing the Bid Phase, the Architect shall prepare a revised final estimate of basic work together with estimates of all alternatives and changes ordered by the County, in a form approved by the County. This final estimate will control whether the Architect will be obligated to redesign the Project pursuant to requirements herein below.

7.9.14 Upon approval by the County, Architect shall submit the completed Contract Documents to the authorities having jurisdiction over the issuance of approval for construction. Contract Documents must be approved by the City of Modesto and Stanislaus County Building Departments before the Project will be bid. The Architect is responsible for the timely submittal of documents including calculations and timely plan check corrections. The County recognizes that the time for plan checking is not within the Architect's control but a best estimate will be included in the schedule.

7.9.15 Working drawings shall be prepared using computer aided drafting medium. Each door shown shall have a separate, unique number; each room shall have a name and separate unique number; and shall be listed separately on the room finish schedule. Door hardware functions and requirements for master keying shall be specified. Drawing size shall not exceed 36" x 48" unless otherwise approved by the County. The Architect will provide County with one (1) set of reproducible with addendum items included.

7.9.16 The Architect shall specify the qualification criteria for specialist subcontractors, including qualification submittal requirements.

7.9.17 Attend development and review meetings requested by the County including a one day constructability review.

7.9.18 Provide Construction Document submissions for review and approval as follows: one reproducible set at 90% and one reproducible set at 100%, together with updated final statement of probable construction cost estimates with each submission.

7.9.19 Define Contractor's performance testing, quality control, operation and maintenance manual and training requirements for mechanical, electrical, and equipment in the specifications.

7.9.20 Prepare a design narrative to describe total submittal and its contents, with response to all County comments.

7.9.21 Provide CADD coordination drawings of major physical elements of final design including but not limited to structure, electrical, mechanical, etc. with all coordinated elements shown in real dimension, with emphasis on vertical risers and transitions. Electrical, mechanical and specified equipment will be laid out in mechanical spaces, utility

rooms, etc.

7.9.22 Prepare final recommendations for phasing of the construction work to meet the requirements of the Schedule, minimize disruptions and interferences with County operations. Meet and discuss phasing recommendations with County, and its Project Manager. This phasing may be incorporated into Construction Contract documents.

7.9.23 Certification. Provide within the Standard of Care, documents that:

- a. Will be constructible, workable and biddable;
- b. Will result in a facility that meets requirements of the County's program and is durable and maintainable if faithfully carried out;
- c. Will not call for the use of hazardous or banned materials.

7.10 Bidding Phase Option 4:

This phase commences after the County has approved the Contract Documents and the final construction cost estimate. Upon receipt of the County's written notice to proceed with the Bid Phase Option, the Architect shall perform the following services:

7.10.1 The Project manual shall be on 8-1/2" x 11" paper, unless otherwise approved by the County. Both drawings and specifications will also be provided in digital format. Specifications will be in Word or Word Perfect software. For bidding purposes, the Architect shall provide reproducible drawings and County will reproduce the drawings and the project manual for bidding. The Architect may be back-charged for printing costs if addenda increase the County's printing costs by more than 10% of the initial cost of documents issued to Contractors.

7.10.2 The Architect shall assist the County in interpreting the drawings specifications during the bidding process, and prepare addenda to the drawings or specifications that may be required, but the County shall approve all proposed addenda before delivery to interested bidders. The Architect shall issue no other addenda, verbally or in writing, to bidders. The Architect shall receive all bidder questions and shall record the questions and answers given on the form approved by the County. The Architect will keep a log of all questions including the subject, date received, date answered, party requesting information, and the Architect's employee giving information. The log and forms will be issued as back-up information for each addenda. The Architect will summarize for each addenda the drawing or specifications being clarified and the specific change

being made. Additional drawings or specifications will be issued as required.

7.10.3 The Architect shall participate in the pre-bid conference for each bid package with interested bidders and County staff at County's request.

7.10.4 The Architect shall advise County concerning acceptance or rejection of bids for the Project.

7.10.5 County reserves the right to accept bids in excess of the approved final construction cost estimate or to reject any or all bids received.

7.10.6 The Architect will integrate all addenda, changes and revisions into the drawings and project manual prior to the County's issuance of the Notice to Proceed to the Contractor. The County will pay for printing costs. It is estimated that the bidding period will last 30-days and the Notice to Proceed will follow 30-days after the bids are received.

7.10.7 Assist County in advertising for and obtaining bids for each separate prime contract for construction materials, equipment and evaluating bids.

7.10.8 Consult with and advise County as to the acceptability of subcontractors, suppliers, other persons, organizations and specialists proposed by the bidders for those portions of the work as to which such acceptability is required by the bidding documents.

7.10.9 Consult with County concerning, and determine the acceptability of, substitute materials and equipment proposed by Bidders.

7.10.10 Issue written addenda as appropriate to interpret, clarify or expand the bidding documents including allowable substitutions of materials and equipment.

7.10.11 Attend the bid opening and assist County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

7.10.12 The Architect will review and make recommendations on all substitution requests within five days before the scheduled bid opening.

7.10.13 Where Bids Exceed Budget. If the lowest responsible, responsive bid received from a contractor exceeds the County's construction budget and Architect's estimate for the work to be performed by the contractor, the County may, at its discretion.

- a. Award the contract to the lowest responsible, responsive bidder, and give written approval of increase in County's budget.
- b. Reject all bids and rebid the contract.
- c. If the base bid amount is more than Architect's estimated amount for the base bid plus additive alternates in Architects final statement of probable Total Construction Costs rendered at the end of the Construction Document Phase, require the Architect to redesign and revise the documents or revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project Construction Cost for the work to be performed by the Contractor, while still meeting the County's program objectives in which case the Architect shall at its expense, if so directed by the County, modify the Construction Documents in order to reduce the Project Construction Cost for the work to be performed by the Contractor within the Project budget per Article VIX or this agreement.
- d. Abandon the Project and terminate this Agreement or not approve proceeding with the next option.

7.11 Construction Phase Option 5:

This phase commences with the award of the Contract for Construction, and will terminate upon the completion by the Contractor of all services required by the Contract for Construction, and acceptance of the Project by the Board of Supervisors. The County will have as its agent a Construction Manager with whom the Architect will work. Upon receipt of a written notice from the County to proceed with the Construction Phase Option, the Architect shall perform the services specified hereinbelow:

7.11.1 The Architect shall perform all services required of the Project Architect/Engineer within the time specified in the project manual and as directed by the County.

7.11.2 The Architect and consultants, as requested by the County, shall attend a pre-construction conference with all interested parties.

7.11.3 The Architect shall have access to the Project site at all reasonable times.

7.11.4 Project Meetings: The Architect shall attend one progress meeting per week on the Project site which is chaired by the Construction Manager. The

Architect shall consult and advise County during construction with respect to the construction documents. The Architect will provide additional staff and/or consultants at the weekly meetings as necessary for the performance of the Architect's obligation under the contract as requested by the County.

7.11.5 RFI's/Clarifications: As requested by the Construction Manager, the Architect shall furnish definitions, clarifications, responses to request for information (RFI), and unilateral AE clarifications, render interpretations upon receipt of RFI's and provide clarification necessary for proper and timely execution of the work. When clarifications and responses to RFI's are necessary for the proper execution or progress of the work, the Architect shall render a written decision no more than five (5) working days from the date of receipt of the request unless such review requires additional time to sufficiently respond for which the Architect shall advise the Construction Manager and such time to be approved by the County.

7.11.5.1 The Architect/County RFI's and clarifications by the Contractor will be issued on the County's form. The Architect shall use the numbering system assigned by the Construction manager. All information will be provided on 8-1/2" x 11" drawings (or larger if required). Bulletins revising the entire drawing (or drawings) shall not be issued except for the initial revision of the conformed drawings/project manual for construction (prior to the notice to proceed) which will contain only addenda revisions. Thereafter all information will be transmitted as noted above. The Architect will concurrently post all clarification/RFI information on the record documents.

7.11.5.2 The Architect will email, fax, and/or overnight (such as Federal Express) mailing of clarifications/RFI's at no additional charge to the County.

7.11.5.3 The Architect shall prepare supplementary drawings and specifications required for clarifications/RFI's and/or changes to the documents.

7.11.6 Submittals: As requested by the Construction Manager, the Architect shall review and recommend appropriate action on Submittals plus shop and erection drawings submitted by Contractors for compliance with the basis of the design and the construction drawings and project manual. The Architect shall not have control or charge of and shall not be responsible for job-site coordination, confirmation or dimensions, quantities, weight and gauges, fabrication process, construction means, methods, techniques, sequences or procedures, or for safety

precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

7.11.6.1 The Architect will overnight (ie, Federal Express, etc.) Mail and/or email CADD documents of all submittals at no additional cost to the County.

7.11.6.2 The Architect shall review and recommend appropriate action on Contractor's submittals, as required by the Contract Documents, including laboratory, shop, and mill test reports of materials and equipment, and advise County as to the results of such reviews. The Architect shall promptly notify the County of all submittal review comments which comprise a change in contract requirements which could result in a change order to the Contract Documents by issuing RFI clarification . The Architect will process submittals within no more than (10) working days to the Construction Manager unless such reviews require additional time for which the Architect shall advise the County and such time is extended in writing by the County. Submittals will be processed on email and CADD format whenever possible.

7.11.7. Substitutions: The Architect shall review and recommend appropriate action on the Contractor's requests for substitutions submitted under the requirements of General Conditions, and based on supporting data submitted by Contractor, shall advise the County as to the characteristics to be measured, whether such requests are, in fact, equal products to those specified, conform to the basis of the design, and are consistent with the remaining Contract Documents. All substitutions must be reviewed and recommendations made to the Construction Manager within ten (10) working days of receipt, unless notified by the Architect that additional time is required and the request is approved by the County.

7.11.8 Site Observations: The Architect shall make visits to the site at least once per week to familiarize himself generally with the progress and quality of the work, to generally determine if the work is proceeding in accordance with the Contract Documents, and to attend the Progress meeting with the Contractor and Construction Manager. Other consulting engineers shall also make periodic visits to the site as necessary for the performance of the Architect's obligation under this agreement and as requested by the County. The Architect will provide a written trip report in hard and digital format within three (3) working days of the visit to the Construction Manager. The Architect's (and Consultant's)

representative making site visits will be an experienced and qualified design and Construction Administration Professional who has been delegated responsibility to make technical decisions and approvals on site.

7.11.8.1 Photos: The Architect shall provide one set of twelve 8x10 color architectural photographs taken by the Architect (and negatives) at the substantial completion of the project. They will be high quality photographs. They will be provided in hard and electronic copy. The County will approve the location of each photograph.

7.11.8.2 On the basis of on-site observations, the Architect shall endeavor to guard County against defects and deficiencies in the work of the Contractor by providing technical interpretation of the documents to the County's Inspector, and shall notify County in the event a defect is observed. Exhaustive on-site inspections to check the quality or quantity of work is not required.

7.11.9 Payments: As requested by the Construction Manager, the Architect shall evaluate and sign requests for payment submitted by the Contractor based on the Architect's observations at the Project site and review of the contract Documents, and shall advise the County in writing as to the percentage and quality of work completed to date. The Architect's signing of the certificate of payment shall constitute a representation by the Architect that the work has progressed to the point indicated, that to the best of the Architect's knowledge, information, and belief, the work quality is in accordance with the Contract Documents, and that the Contractor is entitled to payment. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon substantial completion; are subject to results of the subsequent tests and inspections; are subject to minor deviations from the Contract Documents correctable prior to completion; and are subject to specific qualifications expressed by the Architect.

7.11.10 Changes: If Contractor requests a change order or claim and as requested by the Construction Manager, the Architect shall review and recommend appropriate action on such request and the time and/or price requested. If the Architect does not agree with the request for change or claim by the Contractor, within five days, the Architect will immediately prepare findings and recommendations setting forth the facts and providing an analysis upon which the recommendation is made and provide it to the Construction Manager. The Construction Manager will make the final determination.

7.11.10.1 Upon request of the Construction Manager, the Architect shall

prepare and sign all necessary contract change orders and return them to the Construction Manager within two working days upon receipt or as otherwise agreed to by the County. If such change order is the result of a major change by the County in the scope of the Project or other causes beyond the control of the Architect, the Architect shall prepare such modifications, and shall be entitled to compensation as an Additional Service. If such change order does not result from a change by the County in the scope of the Project or other causes beyond the control of the Architect, the Architect shall not be entitled to additional compensation. The County shall approve all change orders before issuance.

7.11.11 Performance Tests: The Architect and Consultants shall be responsible for managing the performance tests of the Project's mechanical, electrical, and lighting systems tests and will provide analysis failures and problems plus recommendations.

7.11.12 Punch Lists: As requested by the Construction Manager, the Architect and, where appropriate its subconsultants and their Consultants shall assist County in preparing preliminary and final lists of deficiencies (punch lists) at substantial and final completion including updating the punch lists, and confirming completion by the Contractor. Punch List trips and durations will be in addition to the weekly site visits. For substantial completion there will be as a maximum six preliminary and one final observation trips and for final completion there will be one preliminary and one final observation trips. Punch list hard copy reports will be provided before leaving the job site and a final digital copy within three working days to the Construction Manager unless otherwise agreed to by the Construction Manager.

7.11.13 The Architect shall make final on-site observations and report (in hard copy and digital format) on the completed Project, and furnish County a written notice that the Project is completed in accordance with drawings and specifications except as noted. The Architect shall report all observed omissions, unauthorized substitutions, defects or deficiencies in the work not remedied by the Contractor, and shall advise the County within five days of discovery of the same. The Architect will sign the certifications of substantial and final completion.

7.11.14 O&M Manuals: The Architect shall review for acceptance and forward to County within ten days of receipt all operation and maintenance manuals and written guarantees and related comments assembled and submitted by the Contractor in compliance with the project manual.

7.11.14.1 Prior to Notice of Completion, the Architect shall assist the

County in reviewing all of the Contractor's complete sets of O & M manuals, warranties, certifications, and instructions for electrical, mechanical, and other systems installed on the Project. The Contract Documents shall require the Contractor to assemble, organize, and index material and furnish it in suitable loose-leaf binders, and provide same to the Architect who shall verify its completeness.

7.11.15 Record Documents: Thirty days after final completion of the construction by the contractor and before final payment is made to the Architect. Architect shall revise the original Construction Documents (on CD and velum) so as to incorporate therein changes made during construction to produce "record drawings" which will be based on as-built information supplied by the contractor, RFI's and change information posted by the Architect each month of the project. It is the intent that the Architect keep said record drawings adequately and accurately to record documented changes as construction progresses. The specifications shall require the Contractor to keep current records of all changes in the work for this purpose on as-built prints which will be transferred to reproducible and submitted to the Architect at the end of construction prior to the final completion inspection. After original documents, specifications and CADD files have been so revised, they shall be delivered in electronic and velum format to County. All such documents are County property.

7.11.16 The duties, responsibilities, and limitations of authority of the Architect as the County's representative during construction as set forth herein shall not be modified or extended without written consent of the County and the Architect. The Architect shall keep detailed notes of all conversations with Contractor or any subcontractor or supplier, including telephone conversations, and shall forward photocopies thereof to the Construction Manager.

7.11.17 Warranty: During all warranty or guarantee periods, relating to design prepared under this agreement, the Architect shall, when requested, render advice in order to assist the County in obtaining necessary compliance by the Contractor with the terms of said guarantees or warranties.

7.11.18 The Architect shall work with the County's Construction Manager's personnel and abide by the Construction Manager's procedures. The Architect will provide all documents and reports in hard copy and digital data format as requested using the Internet where possible.

7.11.19 Architects shall, for the purpose of performing its review obligations herein, employ and engage personnel who are sufficiently qualified to conduct meaningful review of the Shop Drawings, submittals and requests for

clarification.

7.11.20 Architect shall maintain to the satisfaction of the County, a computer based systems to record, control and manage the processing of all documents such as Submittals, RFI's changes, claims, schedules, etc.

7.11.21 Any communications between Architect and Contractor, and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent and/or e-mailed immediately to Construction Manager. This includes all email transmissions received and sent; a hard copy and electronic copy will be forwarded to the Construction Manager the same day.

7.11.22 Architect shall witness factory and site testing as specified in the Construction Contract Documents and when requested by the Construction Manager.

ARTICLE VIII

8. DOCUMENTS AND DRAWINGS

8.1 Ownership of Records: Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, CADD files in a format readily usable with AUTOCAD's latest version, and renderings prepared by or under the direction and control of the Architect ("A-E Documents"), which A-E Documents shall be the property of the County. The Architect shall deliver to the County all A-E Documents within 10 days of the County's request therefor. The Architect may retain copies of A-E Documents for its records. County shall pay Architect for services which have been rendered to the County to the date of the request in an amount reasonably determined by the County in its sole discretion, at the time the A-E Documents are delivered to the County. Nothing in this section should be construed to prevent Architect from invoicing County for services rendered in accordance with this Agreement which are owed to Architect but which are not included in amounts payable in connection with the County document request(s). County agrees to indemnify, defend and hold Architect harmless from and against any claims, costs, losses and damages resulting from the County's reuse or misuse of such documents.

8.2 Reproduction: The Architect shall furnish to the County for reproduction, original tracings or equivalent quality CD and reproducible drawing and specification masters.

8.3 Email: All email will be treated as correspondence with a hard copy filed of all out going and in coming documents.

ARTICLE VIX

9. CONTROL OF CONSTRUCTION COSTS

9.1 Format and Comparing Estimates: All required estimates of construction costs by the Architect shall be a computerized, detailed take-off by building systems format.

9.2 Responsibility for Construction Cost: The County requires that the total estimated cost by the Architect shall not exceed the approved construction budget. The Architect accepts its responsibility for assisting the County in determining the scope and quality of the Project. Evaluations of the County's Project budget and estimates of costs prepared by the Architect represent the Architect's best judgment as a design professional familiar with the construction industry. The Architect must provide bid alternates in the construction documents to keep the final construction cost within budget.

9.3 Review of Project to Reduce Potential Cost Prior to Approval of the Program/Schematic and Design Development Phase: If the current estimate of the construction cost exceeds the then-current budget, the Architect shall immediately notify the County. Thereafter, the Architect shall review the Project to recommend what revisions or steps would reasonably be expected to bring the estimate of construction cost within budget. The Architect shall thereafter adjust the documents as directed, at no additional cost to the County.

9.4 Value Engineering: The County or its Construction Manager may provide recommendations on value engineering designs. The Architect's Basic Services shall include value engineering modifications to the design of the Project at no additional expense to the County through the Design Development Phase. After the Design Development Phase, the Architect shall be compensated for any value engineering modifications as an Additional Service.

9.5 Scope and Quality Adjustments After Approval of Design Development Phase: At any time after County approval of the Design Development Phase Documents, and prior to issuance of the Contract Documents for bidding, should any part of the County organization elect to make any major additions to the quality or scope of the Project, the Architect shall initiate a change notice to the Construction Manager for approval by the County and prepare a revised estimate of the construction cost to reflect the cost of the scope change. Should such revised estimate of the construction cost exceed the budget, the County and Architect shall review the Project to determine what revisions would reasonably be expected to bring the estimated cost within budget. The Architect shall thereafter prepare a revised estimate of the construction cost, incorporating the mutually agreed revisions. When approved by County, such revised estimate of construction cost shall become the new County-approved budget. The Architect shall be compensated for

any such necessary revisions to the Contract Documents and cost estimates as an Additional Service, as provided herein.

9.6 Architects Obligation to Modify Documents:

9.6.1 If the Bid Phase has not commenced within three months after the Architect submits the Contract Documents to the County, the County-approved budget shall be adjusted to reflect any change in the general level of prices according to the Means City Cost Index between the date of submission of the Contract Documents to the County and the date on which proposals are sought.

9.6.2 If the lowest bona fide base bid for the Project received by the County exceeds the final Architect's estimate of construction cost, or is less than 90% of the final estimate of basic work, the County shall cooperate in revising the Project scope and quality as required to reduce or increase the construction cost, including the acceptance of alternate bids. If the lowest bona fide base bid is in excess of the final Architect's estimate of basic work and the County so requests, the Architect shall modify the plans and specifications, without additional cost to the County, to incorporate the County-approved scope and quality revisions, so as to bring the cost of the project to within the limits set forth above of the final estimate of basic work. If, after the application of some or all alternate bids, the construction cost is less than 90% of the final estimate, and if the County so requests, the Architect shall modify the documents without additional cost to the County to incorporate County-approved revisions so as to bring the cost of the Project up to the final estimate of basic work. Providing such service shall be the limit of the Architect's responsibility arising from the obligation to modify the documents. In the event that the variation between the lowest bona fide bid and the final estimate or construction can be shown to be caused by sudden and unpredictable fluctuations (more than 15%) in economic conditions in the construction market place, as evidenced by analysis of the Means City Cost Index, the Architect's obligation hereunder shall be adjusted.

9.6.3 The Architect shall with mutual agreement of Project Manager be permitted to include contingencies for design (see Definitions Article VI) price escalation, to determine what materials, equipment, component systems, types of construction to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the construction cost to the County-approved budget.

ARTICLE X

10. THE COUNTY'S RESPONSIBILITIES:

The County shall provide the following services and materials to the Architect, and the Architect may rely on the accuracy thereof if reasonable to do so.

10.1 Site Information: The County shall provide the Architect with available plans, programs, parking studies, traffic studies and any technical information that is currently available and relevant to this Project needed by the Architect to perform his services.

10.2 Testing: The County, upon request and without cost to the Architect, shall furnish such tests which are necessary to reveal conditions of sites and structures, including geological and geohazard tests and evaluations, which are required by Architect for the proper development of the Project.

10.3 Amendment to the Budget: The County shall establish the construction budget, which is subject to amendment by the County, based on information provided by the Architect or other Consultants retained by the County.

10.4 Bid Documents: The County shall provide to the Architect the bidding requirements, Division I, and General Conditions.

10.5 Program: The County shall provide information regarding parking requirements for the Project, including parking studies and traffic studies which shall set forth the County's objectives, schedule, constraints and criteria.

10.6 Hazardous Material Abatement: Hazardous materials abatement will be designed and specified by a separate consultant. The Architect shall coordinate demolition requirements with the abatement consultant. The County reserves the right to award the abatement and demolition and the remodeling to a single contractor.

10.7 Data and Communications: The Architect shall include horizontal data and communications wiring from offices, conference rooms, system furniture, etc., to a data and communications closet. The County will complete the work in the closet, including the vertical backbone, switchgear, routers, and instruments.

ARTICLE XI

11. ADDITIONAL AND OPTIONAL SERVICES

11.1 If the Architect is requested to provide additional services at any stage of the project development, County shall issue a written work order.

11.2 The Architect shall receive additional compensation for the following additional services:

11.2.1 County-directed revisions of previously approved drawings and/or specifications after the Design Development Phase which incur cost to the Architect as the result of action by the County which are not otherwise the Architect's responsibility pursuant to this agreement.

11.2.2 Making County-directed environmental studies, topographic surveys and site surveys, and special analysis of County's needs to clarify requirements for Project programming, unless otherwise required of the Architect pursuant to this agreement as authorized by the County.

11.2.3 Providing any services in connection with repair of damage to the work when so directed by County.

11.2.4 Additional services caused by substantial and material defects, deficiencies, default, delinquency, insolvency or failure of the Contractor, when so directed by County.

11.2.5 Preparation of measured drawings of existing structures mechanical, plumbing, electrical systems and facilities, as authorized by County.

11.2.6 Making revisions in drawings, specifications and other documents when revisions are required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents after the award of the construction contract.

11.2.7 Providing services in connection with an arbitration proceeding; or legal proceeding except where the Architect is party thereto and except as otherwise required of the Architect herein occurring after completion of construction.

11.2.8 Providing any other services not otherwise included in this agreement or not customarily furnished in accordance with generally accepted architectural practice.

11.2.9 The following consulting services are not included within the scope of this Agreement and will be extra services:

- a. Geotechnical (Soils)Engineer
- b. Environmental Engineer
- c. Demolition (Including engineered demolition documents)
- d. EIR Consultant
- e. Traffic Consultant
- f. Inspections (code, weatherproofing, quality)

ARTICLE XII

12. TERMINATION OF AGREEMENT

12.1 Either party may terminate this agreement upon seven (7) days written notice should the other party fail substantially to perform its terms through no fault of the party initiating the termination provided the defaulting party is given written notice of default and at least ten (10) days opportunity to cure said default.

12.2 The County at its sole discretion, may terminate this agreement upon at least seven (7) days written notice to the Architect.

12.3 Upon termination of this agreement or suspension of work by either party, the Architect shall furnish to the County all documents and drawings prepared under this agreement, whether complete or incomplete, including all documents or information on CADD format. Such documents and design shall become the County's exclusive property, free of claim or encumbrance by the Architect, and the County shall defend, indemnify, and hold the Architect harmless with respect to any use of the documents.

12.4 In the event of termination, the Architect shall be compensated for all services performed to termination date, together with compensation for reimbursable expenses and additional services completed as described above. The total amount of such compensation shall not exceed total amount payable and approved additional services at the completion of the phase during which the termination occurred.

12.5 The rates for such compensation shall not exceed the amount set forth as Exhibit C. Except as provided in Section 8.1, acceptance of such payment shall constitute a complete accord and satisfaction between the parties.

ARTICLE XIII

13. INDEMNITY

13.1 Indemnity: The Architect shall indemnify, defend and save harmless the County, its officers, agents, and employees from and against claims, losses, costs, or liability including reasonable attorney fees ("Claims"), which the County, its officers, agents, and/or employees may sustain or incur, and/or which may be imposed upon them for injury to or death of persons, or damage to property to the extent caused by the negligent or wrongful acts of the Architect, its officers, employees, agents, and consultants, excepting only liability arising out of the willful misconduct or the negligence of County. The County shall indemnify and save harmless Architect from and against Claims which Architect may sustain or incur, and/or which may be imposed upon them for injury to or death of persons, or damage to property, caused by the sole willful misconduct or sole negligence of the County.

13.2 Insurance: Architect shall procure and maintain for the duration of the Agreement, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Architect, his agents, representatives, or employees.

13.2.1 Minimum Scope of Insurance: Coverage shall be at least as broad as: 1) Insurance services Office Commercial General Liability coverage (occurrence Form CG 001). 2) Automobile Insurance 3) Workers Compensation insurance as required by the State of California and Employer's Liability Insurance. 4) Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to include limited contractual liability.

13.2.2 Minimum Limits of Insurance: Architect shall maintain limits no less than:

- a. General Liability (Including operations, products and completed operations as applicable): \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$100,000 per person/\$300,000 per each occurrence for bodily injury and \$50,000 each accident for

property damage.

- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- d. Errors and Omissions Liability: \$1,000,000 per claim and in the aggregate.

13.2.3 Other Insurance Provisions: The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The County, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by separate endorsement as respects: general liability and automobile insurance.
- b. For any claims related to this project, the Architect's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County its officers, officials, employees or volunteers shall be excess of Architect's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by first class mail, has been given to the County.
- d. Coverage shall not extend to any indemnity coverage for the active and negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

13.2.4 Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII unless otherwise acceptable to the County.

13.2.5 Verification of Coverage: Architect shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

13.2.6 Consultants: Architect shall cause their consultants to furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein, except as otherwise approved by the County.

13.3 Waiver of Subrogation: Architect agrees that in the event of loss due to any of the perils for which it has agreed to provide Comprehensive General liability and Automobile Liability, and Workers Compensation insurance. Architect shall look solely to its insurance for recovery. Architect hereby grants to County, on behalf of any insurer providing such insurance a waiver of any right to subrogation which any such insurer of said Architect may acquire against the County by virtue of the payment of any loss under such insurance.

ARTICLE XIV

14. PERSONNEL

14.1 Competent Personnel: The Architect shall assign only competent personnel to perform services pursuant to this agreement.

14.2 Supervision of Employees: All work or services performed by the Architect or subconsultants of the Architect shall be by or under the supervision of registered architects and/or engineers.

14.3 Designated Personnel and Architects: A material covenant of this agreement is that the Architect shall assign the individuals designated in Article II to perform the functions designated so long as they continue in the employ of the Architect. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services provided for in this agreement.

14.4 Removal of Personnel or Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or consultant assigned by Architect to perform services, then the Architect shall remove such person or consultant immediately upon receiving notice from the County. Consultant removal will be per Article XII.

14.5 Attendance at Meetings: The designated representative shall attend all reasonable meeting requests called by the County concerning the Project, unless the designated representative's presence is waived by County.

ARTICLE XV

15. STANDARDS OF PERFORMANCE

15.1 Professional Qualifications: The Architect represents that it is professionally qualified to perform the work. The County relies upon the qualifications of the Architect to do and perform the work in a professional manner, and the County's acceptance of the Architect's work does not operate as a release of the Architect from responsibility to so perform the work.

15.2 Licenses: The Architect shall have and maintain throughout the term of this agreement all applicable licenses, permits, qualifications and approvals which are legally required for the Architect to practice the profession or to perform the expert professional services required by this agreement. If the Architect is an out-of-state firm, one member of the firm acceptable to the County must be licensed to practice in the State of California.

15.3 Compliance With Laws: The Architect and their consultants shall comply with applicable federal, state, and local laws, ordinances, regulations, and permits, including Title 24 of the California Administrative code, in the performance of this agreement.

ARTICLE XVI

16. MISCELLANEOUS PROVISIONS

16.1 Reuse of Plans:

16.1.1 If the County reuses the plans in total or in part on this or any other site, or if the County completes any uncompleted portion of the Project, the County shall relieve the Architect and all of its consultants of all responsibility for liability for the construction resulting from such reuse and shall defend, indemnify, and hold harmless the Architect unless the County enters into an agreement with the Architect for services in connection therewith.

16.1.2 The Architect shall not be entitled to any fees for such use of plans unless the County enters into an agreement with the Architect for services in connection therewith.

16.2 Non-Discrimination in Employment: The Architect shall comply with Section 1735 of the Labor Code, which provides as follows:

No discrimination shall be made in the employment of persons upon public work

because of the race religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12970 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part 7, Division 2 of the Labor Code.

16.3 Conflict of Interest:

16.3.1 The Architect shall at all times in performance of this agreement comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 and Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commissions.

16.3.2 If any facts come to the Architect's attention which raise any questions as to the applicability of this law, it will immediately inform the Contract Administrator and provide all information needed for resolution of the question.

16.3.3 The Architect is admonished hereby as follows: The conflict of interest statutes, regulations and laws include, but are not limited to, a prohibition against any public officer, including the Architect for this purpose, from making any decision on behalf of the County in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any County decision which has potential to confer any pecuniary benefit on the Architect or any business firm in which the Architect has an interest of any type.

16.4 Authority by County: This agreement shall not be considered as giving exclusive authority to the Architect for performing architectural services pertaining to the design and/or construction of the Project. County may perform, or have performed, any phase, or any portion of any phase, of the various liability or obligation to the Architect. If the County elects to do so, the County shall give its prior written notice to the Architect of the election, and the County agrees to defend, indemnify and hold harmless the Architect and Architects from any and all damages, real or alleged which may arise out of such action by the County. This provision shall remain in effect and survive the termination of this agreement.

16.5 Assignment of Subletting: No performance of this agreement of any portion thereof may be assigned or subcontracted by the Architect without the express written consent of the County, and any attempt by the Architect to do so without the County's prior written consent shall be null and void and constitute a material breach of this

agreement. However, this clause shall not prohibit the Architect from independently contracting with subcontractors or subconsultants, on contract to the Architect, to enable the Architect to perform the professional services for county required by this agreement. In such event, the Architect shall remain responsible and liable for the work Product of any subcontractor or subconsultant.

16.6 Successors: This agreement shall insure to the benefit and bind the successors of each of the parties.

16.7 Records

a. Accounting System & Records Retention: Architect shall maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments and other issues required by the County. Architect shall retain said records for five (5) years from termination of this Agreement or until all claims, if any, have been disposed of, whichever period is longer.

b. County's Auditing Rights: Upon service of a written Notice to Architect, County, and persons authorized by County, shall have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices affecting the performance or administration of this Agreement, or affecting any changes or modifications to this Agreement.

c. Applicability to Subcontracts: Architect shall incorporate the above-stated accounting and audit requirements into all subcontracts exceeding Ten Thousand Dollars (\$10,000) in value pursuant to this Agreement or any modification thereof.

16.8 Notice: Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other party shall be in writing and either served personally or sent by prepaid first-class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to the address appearing on the first page.

16.9 Dispute Resolution: Any dispute concerning this agreement or any action brought to enforce the terms and conditions of this agreement, shall be submitted to a court of competent jurisdiction in the County of Stanislaus, State of California.

ARTICLE XVII

17. EXTENT OF AGREEMENT/WAIVER

17.1 This agreement represents the entire and integrated agreement between the County and the Architect concerning the Project and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the County and the Architect.

17.2 The Waiver by the County or any of its officers or employees or the failure of the County or any of its officers of employees to take action with respect to, any right conferred by, or any breach of term, covenant, or condition of this agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition of this agreement.

ARTICLE XVIII

18. EXHIBITS

18.1 The following listed Attachments referred to herein are incorporated in this agreement as though set forth in full:

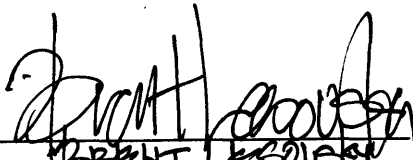
- Exhibit A: Project Description
- Exhibit B: Project Schedule
- Exhibit C: AE Rates

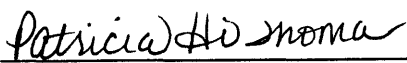
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

LESOVSKY•DONALDSON
ARCHITECTS

COUNTY OF STANISLAUS
REAGAN M. WILSON
Chief Executive Officer

By _____
Name _____
Title _____


Brent Lesovsky
Partner

By 
Patricia Hill Thomas
Assistant Executive Officer

Approved as to form:


By 
MICHAEL H. KRAUSNICK
County Counsel

EXHIBIT A

DESCRIPTION OF PROJECT

Stanislaus County has purchased the former City Hall from the City of Modesto. The building is a five-story office building with a mechanical penthouse. The first four floors were constructed in the late 1950's, and the upper floor and the penthouse were built in the late 1970's. Some remodeling was done during the late 1970's, especially to the mechanical system. Copies of the original drawings are available at Stanislaus County Capital Projects, 1010 10th Street, Suite 2300, Modesto, California. No CADD files exist.

The building was formerly used as an office building, and when remodeled the building will be an office building for Stanislaus County. It will be used by a number of tenants. The tentative program for those tenants is as follows:

<u>Floor</u>	<u>Function</u>	<u>NSF</u>
4 th	Public Defender	5,075
3 rd	Public Defender	2,957
	Sheriff: AWP	2,380
2 nd	Sheriff: Civil	3,010
	Adult Probation	2,290
1 st	Adult Probation	5,553
	Grand Jury	1,518
Basement	Adult Probation	6,300

The primary purpose of the remodeling is to bring the build up to current building codes. The work will include, but is not limited to:

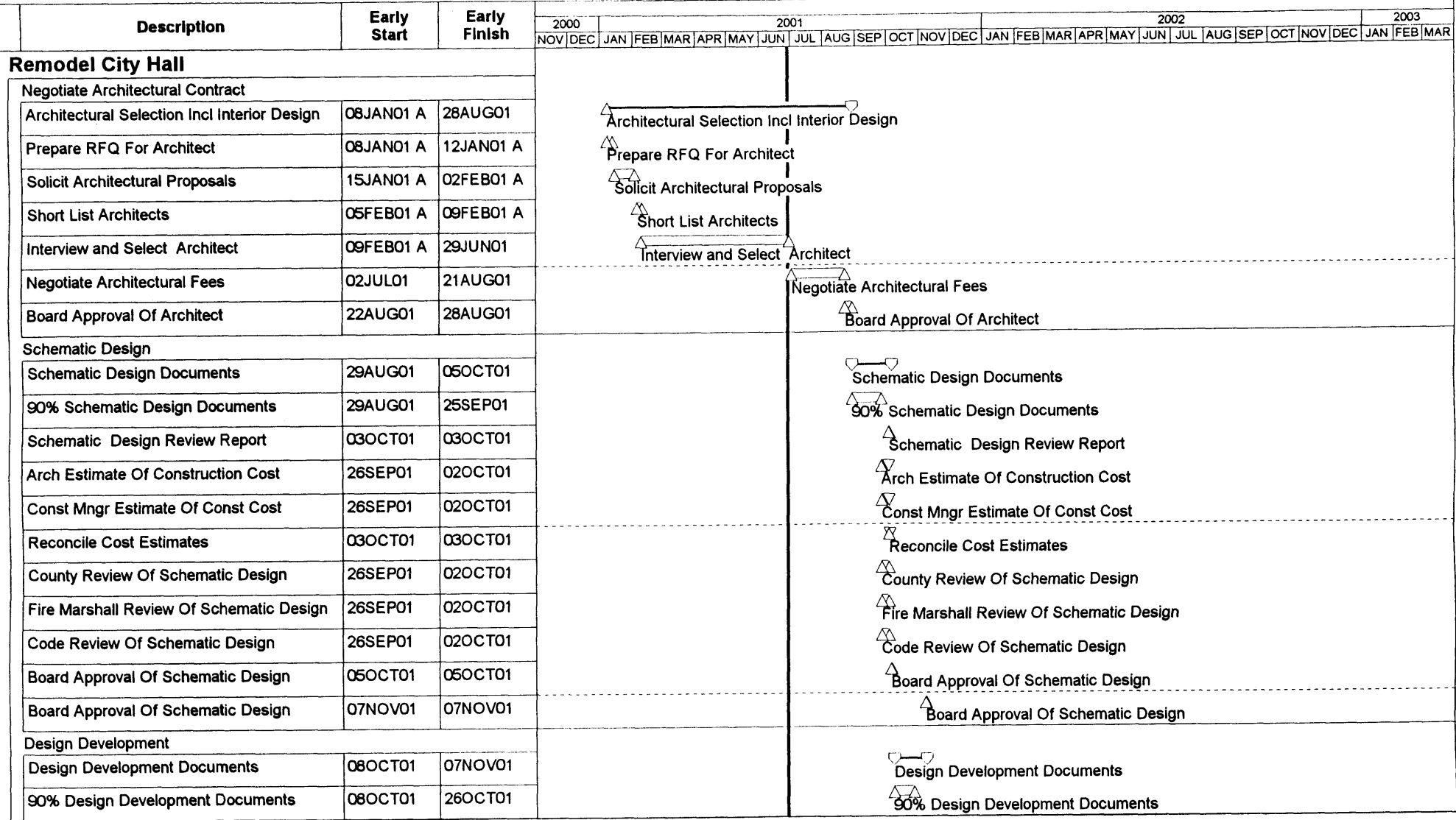
- Rebuilding the rest rooms to meet ADA requirements.
- Installing a fire sprinkler system. The County anticipates the ceiling and the lighting systems must be replaced to allow installation of the fire sprinkler system.
- Modifying the stairs and ramps to meet ADA requirements.
- Modifying the basement mechanical room.
- Replacing certain door hardware.

While remodeling the building, the County would like to upgrade the temperature control system, replace the floor coverings, remove the demountable walls, and repaint the interior. The roof is being replaced under a separate contract. The design and administration of the abatement and demolition of hazardous materials will be by a separate consultant to the County. The County reserves the right to award both the abatement and demolition and the remodeling under

a single general contract. Other than a handicapped ramp, it is anticipated there will be no work on the exterior facade or on the building site.

The County is requesting a study of the mechanical systems. Although the systems are working, the systems are not as efficient as modern systems. The County would consider replacing all or some of the mechanical systems if the return on investment is acceptable.

CAPITAL PROJECTS
Remodel City Hall Block



△	Early start point	△	Progress point
▽	Early finish point	△	Critical point
□	Early bar	◇	Summary point
▨	Progress bar	◇	Start milestone point
▩	Critical bar	◇	Finish milestone point
—	Summary bar		

Data date	29JUN01
Start date	14NOV96
Finish date	20DEC04
Must finish date	
Target finish date	09SEP04
© Primavera Systems, Inc.	

Date	Revision	Checked	Approved

CAPITAL PROJECTS
Remodel City Hall Block

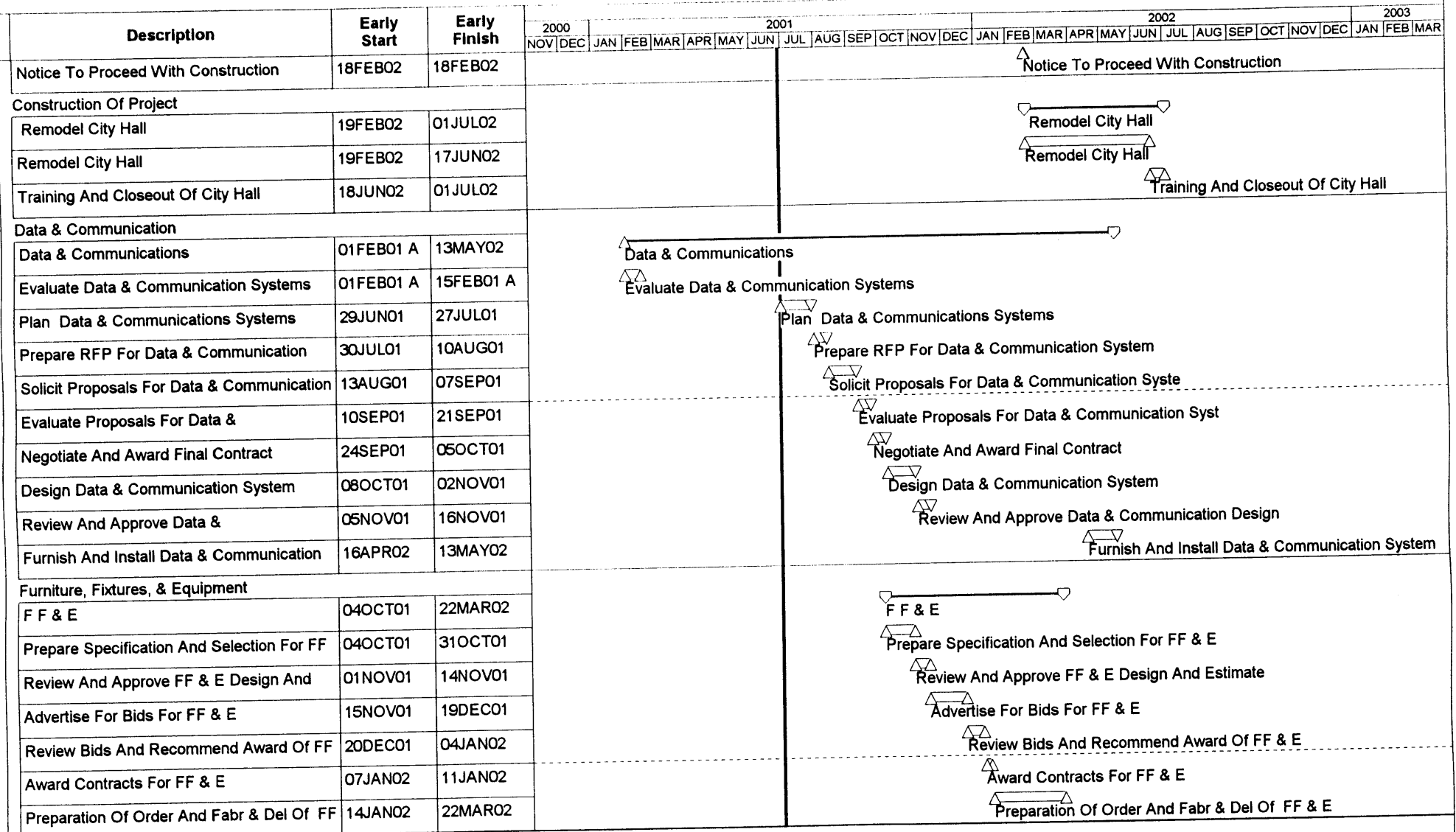
Description	Early Start	Early Finish	2000												2001												2002												2003									
			NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR																	
Design Development Review Report	05NOV01	05NOV01																																														
Arch Estimate Of Construction Cost	29OCT01	02NOV01																																														
Const Mngr Estimate Of Const Cost	29OCT01	02NOV01																																														
Reconcile Cost Estimates	05NOV01	05NOV01																																														
County Review Of Design Development	29OCT01	02NOV01																																														
Fire Marshall Review Of Design	29OCT01	02NOV01																																														
Code Review Of Design Development	29OCT01	02NOV01																																														
Construction Documents																																																
Construction Documents	08NOV01	14JAN02																																														
90% Construction Documents	08NOV01	19DEC01																																														
Prepare Bid Documents	07JAN02	11JAN02																																														
Arch Estimate Construction Documents	13DEC01	19DEC01																																														
Const Mngr Estimate Of Construction	13DEC01	19DEC01																																														
Reconcile Cost Estimates Construction	20DEC01	21DEC01																																														
County Review Of Construction Documents	20DEC01	04JAN02																																														
Fire Marshall Review Of Construction	20DEC01	04JAN02																																														
Code Review Of Construction Documents	20DEC01	04JAN02																																														
Utilities Reviews Of Construction	20DEC01	04JAN02																																														
Board Approval Of Construction Documents	14JAN02	14JAN02																																														
Bid And Award Construction Contracts																																																
Bid & Award Remodeling Of City Hall	15JAN02	15FEB02																																														
Solicit Bids	15JAN02	13FEB02																																														
Review Bids Recommend Award	14FEB02	15FEB02																																														
Award Bids	15FEB02	15FEB02																																														

△	Early start point	△	Progress point	Date	29JUN01	Date		Revision		Checked		Approved	
▽	Early finish point	△	Critical point	Start date	14NOV96	Date		Revision		Checked		Approved	
[]	Early bar	▽	Summary point	Finish date	20DEC04	Date		Revision		Checked		Approved	
[]	Progress bar	◇	Start milestone point	Must finish date		Date		Revision		Checked		Approved	
[]	Critical bar	◇	Finish milestone point	Target finish date	09SEP04	Date		Revision		Checked		Approved	
[]	Summary bar			© Primavera Systems, Inc.		Date		Revision		Checked		Approved	

EXHIBIT B

CAPITAL PROJECTS
Remodel City Hall Block

Report Date: 20AUG01
Page 3A of 4A



▲ Early start point	▲ Progress point	Data date	29JUN01	Date	Revision	Checked	Approved
▼ Early finish point	▲ Critical point	Start date	14NOV96				
▭ Early bar	◁ Summary point	Finish date	20DEC04				
▭ Progress bar	◇ Start milestone point	Must finish date					
▭ Critical bar	◇ Finish milestone point	Target finish date	09SEP04				
— Summary bar		© Primavera Systems, Inc.					

CAPITAL PROJECTS
Remodel City Hall Block

Description	Early Start	Early Finish	2000		2001												2002					2003						
			NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Installation Of FF & E	18JUN02	16JUL02	<div style="text-align: right;"> △ Installation Of FF & E ▽ Punch & Clean FF & E △ Relocate Public Defender, Probation, </div>																									
Punch & Clean FF & E	17JUL02	23JUL02																										
Transition Of Employees																												
Relocate Public Defender, Probation, &	24JUL02	30JUL02																										

△ Early start point ▽ Early finish point □ Early bar ▨ Progress bar ▩ Critical bar — Summary bar	△ Progress point ▲ Critical point ▽ Summary point ◇ Start milestone point ◆ Finish milestone point	Data date	29JUN01	Date		Revision		Checked		Approved	
		Start date	14NOV96	Finish date	20DEC04	Must finish date		Target finish date	09SEP04	© Primavera Systems, Inc.	

EXHIBIT C

SCHEDULE OF FEES

Principal	\$ 125.00/Hour
Architect	\$ 105.00/Hour
Senior Drafter	\$ 85.00/Hour
Drafter	\$ 75.00/Hour
Clerical	\$ 55.00/Hour

Stanislaus Capital Projects
850 10th Street, Modesto, CA 95354
Phone: (209) 558-4100 FAX: (209) 558-4078

TRANSMITTAL

TO: RGA Environmental, Inc.
4701 Doyle Street, Suite 14
Emeryville, CA 94608

and former Modesto City Hall

SUBJECT: STANISLAUS COUNTY RECOVERY CENTER **DATE: 3/1/01**

We are sending you X attached under separate cover the following material:

- | | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Change Order | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Plans | <input type="checkbox"/> Computer Printout |
| <input type="checkbox"/> Prints | <input type="checkbox"/> Samples | <input type="checkbox"/> Updates |

COPIES	DATE	DESCRIPTION
1		Fully-executed Contract for Pre-renovation Abatement Consultant Services

REMARKS:

For your records.

Note to Board: Approved by Board as Agenda Item B-3 on June 20, 2000.

COPIES: Patricia Hill Thomas (Under Separate Cover)
Lily Farriester, Board (Original + Copy)
Terry Rein (Copy)
Marlene Jackson, Auditor (Copy)
File AR 2.1.1 (172)
File AR 5.6.4

SIGNED: *Don H. Phemister*
Don H. Phemister

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between the County of Stanislaus, located at 1010 10th Street, Suite 6800, Modesto, California 95354 ("County") and RGA Environmental, Inc., located at 4701 Doyle Street, Suite 14, Emeryville, California 94608 ("Consultant"), on November 27, 2000 ("Agreement").

INTRODUCTION

WHEREAS, the County has a need for professional services involving abatement of hazardous materials in connection with the project involving the Stanislaus County Recovery Center in Ceres, and the former Modesto City Hall; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

- 1 SCOPE OF WORK. The Consultant shall provide to the County the services, equipment, labor and materials set forth in Exhibit A, which is attached hereto and, by this reference, made a part hereof.
- 2 NOTICE TO PROCEED. Consultant shall not commence work under this Agreement until this Agreement is executed and a notice to proceed has been issued by the County. If the work is to be performed in phases, Consultant shall not commence work on a phase, nor shall Consultant be entitled to compensation on a phase, unless and until the County Project Manager has issued a notice to proceed with respect to that phase.
- 3 SCHEDULE. Services and work provided by the Consultant shall be performed in a timely manner in accordance with a Schedule of Work, attached hereto as Exhibit

B, time being of the essence. The Schedule of Work may be revised from time to time upon mutual written agreement of the parties.

4 TERM.

4.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services, unless sooner terminated as provided below.

4.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

4.3 The County may terminate this agreement upon 10 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all services actually performed by Consultant in accordance with the terms of this Agreement.

4.4 The County shall have the option, in its sole and exclusive discretion, to terminate this Agreement on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

5 OWNERSHIP OF RECORDS. All documents and drawings prepared or produced by the Consultant under this Agreement, including, but not limited to, original and reproducible tracings, plans, specifications, calculations, sketches, CADD and other electronic data files and renderings, are the property of the County. The Consultant shall furnish the County with all documents and drawings, whether complete or incomplete, upon the County's request or upon the suspension or termination of this Agreement. The Consultant may retain copies of the documents and drawings for its records. The documents, drawings and specifications prepared by the Consultant under this Agreement may be reused by the County in total or in part on this or any other project site without additional compensation or fees paid or owed to the Consultant.

6 COMPLIANCE WITH LAWS AND REGULATIONS. The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the work required under this agreement that are in effect at the time of performance of this Agreement.

7 USE OF SUBCONSULTANTS. If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County, and the Consultant shall not be entitled to additional compensation therefor.

8 CONSIDERATION.

8.1 The Consultant shall be compensated on a lump sum basis by task, based on the percentage completion of each task and phase at the time of billing, not to exceed \$2,630 for the Stanislaus County Recovery Center, and, if authorized by the Board of Supervisors, \$1,240 for the former Modesto City Hall. A copy of Consultant's quotations and hourly rates are set forth on Exhibit C.

8.1.1 After the base contract work is completed, the County and the Consultant will negotiate an equitable cost and time for the additional work described in Exhibit A. The cost and time will be based upon the unit prices included in Exhibit C, and the findings included in the Pre-renovation Survey. If mutually satisfactory cost and time can not be negotiated, the County reserves the right to negotiate with another consultant using the Pre-renovation Survey Report.

8.2 The compensation to be paid to Consultant shall be for all labor, material, transportation, insurance, subconsultants and services related to the work set forth in Exhibit A.

8.3 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

8.4 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within

30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

8.5 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

9 REQUIRED LICENSES, CERTIFICATES AND PERMITS. Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

10 OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC. Unless otherwise provided in this Agreement, Consultant shall provide such subconsultants, office space, supplies, equipment, vehicles, reference materials and telephone service as necessary for Consultant to provide the services under this Agreement. The Consultant has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

11 INSURANCE. Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

11.1 General Liability Insurance. General Liability Insurance with an additional insured endorsement naming the County, its Board, officers, employees and agents as additional insureds, with limits of no less than One Million Dollars (\$1 Million Dollars) combined single limit per occurrence for bodily injury including personal injury and property damage.

11.2 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement,

owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

- 11.3 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.
- 11.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under Section 1861 of the Labor Code that the Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.
- 11.5 Deductibles. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions.
- 11.6 Additional Insured Endorsement. The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials employees and agents as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant.

- 11.7 Waiver of Right of Subrogation. For Workers' Compensation insurance, the insurance carrier shall waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 11.8 Consultant's Insurance is Primary. The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 11.9 Notice to be Provided In the Event of Cancellation of Insurance. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 11.10 Minimum Rating Requirements. Insurance is to be placed with United States domestic admitted insurers with a current rating by Best's Key Rating Guide acceptable to the County. California admitted insurers (licensed to do business in California) with a rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County prior to the commencement of work under this Agreement.
- 11.11 Subconsultants shall Maintain Same Levels of Insurance. Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 11.12 Certificates of Insurance. At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's

sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

11.13 Limits of Insurance Do Not Limit Liability. The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

11.14 Miscellaneous. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12 DEFENSE AND INDEMNIFICATION

12.1 Consultant shall defend, indemnify and hold harmless the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of or resulting from the negligence or willful misconduct of Consultant in connection with this Agreement. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part, directly or indirectly, by any negligent act or omission or willful misconduct of the Consultant and its officers, employees, agents, representatives, subcontractors, suppliers or anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable.

12.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

12.3 To the extent permitted by law, the County shall defend, indemnify and hold harmless Consultant from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the active negligence or wrongful acts of County.

12.4 Unless otherwise provided Exhibit A, Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or

contaminants at the site, unless the release results from the negligence of Consultant, its employees or its subcontractors. At no time shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant, nor shall any provision of this Agreement be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "transporter," or "treatment, storage or disposal facility" under state or federal law.

13 STATUS OF CONSULTANT

- 13.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 13.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 13.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 13.4 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including

hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

- 13.5 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 13.6 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 13.7 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- 14 RECORDS AND AUDIT. Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.
- 14.1 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 15 NONDISCRIMINATION. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving

services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation or sex. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, sections 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. Consultant further agrees to abide by the County's nondiscrimination policy.

- 16 ASSIGNMENT. This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.
- 17 YEAR 2000 COMPLIANCE. If Consultant recommends a specific Product or Products in design or procurement specifications, Consultant shall secure written verification from the vendors of such Products that the Product supports a four-digit year format and is able to process date and time data from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, middle ware, custom or commercial software, or internal components or subroutines therein. Such warranty shall provide remedies to the County, which, unless otherwise approved by the Project Manager, shall include the following: In the event of any decrease in Product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the Product from operating correctly using dates beyond December 31, 1999, Vendor shall restore or repair the Product to the same level of functionality as warranted, so as to minimize interruption to the ongoing business process of the County, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by the Vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than Year 2000 performance.
- 18 WAIVER OF DEFAULT. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any

provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

- 19 NOTICE. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Chief Executive Office
Attention: Patricia Hill Thomas
1010 10th Street, Suite 6800
Modesto, CA 95354

To Consultant: RGA Environmental, Inc.
JoAnn Copperud, President
4701 Doyle Street, Suite 14
Emeryville, CA 94608

- 20 CONFLICTS. Consultant shall abide by the Conflict of Interest laws and regulations applicable to the County.
- 21 SEVERABILITY. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or County statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 22 AMENDMENT. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
- 23 INTEGRATION. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on

behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

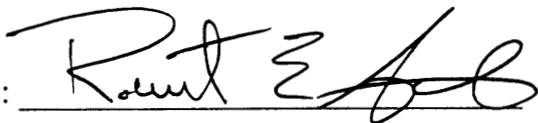
24 CONSTRUCTION. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

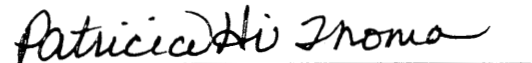
25 GOVERNING LAW AND VENUE. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

RG ENVIRONMENTAL, INC.

THE COUNTY OF STANISLAUS

By: 



Title: Vice President

Patricia Hill Thomas
Stanislaus County

Address: 4701 Doyle St., Ste. 14
Emeryville, CA 94608

Assistant Executive Officer
and Project Manager

1010 10th Street, Suite 6800
Modesto, CA 95354

(209) 525-6333 (telephone)

(209) 525-4033 (facsimile)

Telephone: (510) 547-7771

Approved as to form:

Fax: (510) 547-1983

Taxpayer ID #: 94-3051012

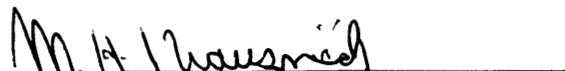

Michael H. Krausnick, County Counsel

EXHIBIT A.
DESCRIPTION OF SERVICES AND SCOPE OF WORK

A. BASE CONTRACT

RGA will provide environmental consulting services per the terms and conditions set forth in the agreement between RGA Environmental and the County of Stanislaus. The base contract shall consist of a pre-renovation survey and report for the below-listed buildings. The report shall include an analysis of the hazardous materials within the three buildings; recommendation of the abatement and/or encapsulation of the hazardous materials, developed in conjunction with the County's renovation plans; estimates of probable construction cost for the abatement/encapsulation ; and a schedule of probable construction time to perform the work.

- Former Modesto City Hall Building, 801 11th Street, Modesto, APN # 105-39-03
- Former Long-term Car Facility, 1904 Richland Avenue, Ceres, APN # 040-0816-580
- Former Skilled Nursing Facility, 1904 Richland Avenue, Ceres, APN # 040-0816-580

B. OPTIONAL SERVICES

After the base contract work is completed, the County and the Consultant will negotiate an equitable cost and time for the optional work. The cost and time will be based upon the unit prices included in Exhibit C, and the findings included in the pre-demolition survey. If mutually satisfactory cost and time can not be negotiated, the County reserves the right to negotiate with another consultant using the pre-renovation survey report.

2. DESIGN PHASE

- a. Provide one draft and one final biddable hazardous materials abatement and demolition specification to the County. The specifications shall include all appropriate drawings for the abatement of hazardous materials impacted by planned demolition. Provide one modification to specification as requested following the County's review of draft. The specifications shall include:

- Demolition
- Asbestos
- Lead
- PCB's
- Landscaping
- Trenching
- Grading

- Noise Control
 - Dust Control
 - Traffic
 - Disposal Requirements
 - Site Security, including Fire Protection, Protection of Utilities, Streets
 - Foundation removal (except where foundations, basement slabs, basements walls or first floor structural assemblies support adjacent existing construction including but not limited to sidewalks or roads)
 - Contractor Reports
 - Unit Pricing
 - Add Alternates and Deductive Alternates
 - Salvage
 - Temporary Site Requirements
- b. Provide the draft specification in eight (8) weeks, one (1) week for review process and one (1) week for development of the final specification. The specifications do NOT include engineered shoring, underpinning, tiebacks, and temporary retaining structures.
- c. One (1) review of Division 1 documents to be provided by the County.
- d. Total compensation shall not exceed the total contract amount provided in the attached Cost of Work. Project Management shall be compensated on a level-of-effort basis for work as directed by the County with the hourly rates for staff as listed in Cost of Work. Personnel hours/cost are estimated and in that regard may be exchanged from one personnel category to another as long as they do not exceed the total contract cost as approved by the County. Also, the personnel costs may be exchanged between categories of work and between phases and months.

3. **BIDDING PHASE**

- a. Development of the short-list qualifications for contractors in conjunction with County representatives.
- b. Coordination and management of one (1) job walk-through with a County representative to videotape the walk-through.
- c. Total compensation shall not exceed the total contract amount provided in the attached Cost of Work. Project Management shall be compensated on a level-of-effort basis for work as directed by the County with hourly rates for staff as

listed in Cost of Work. Personnel hours/cost are estimated and in that regard may be exchanged from one personnel category to another as long as they do not exceed the total contract cost as approved by the County. Also, the personnel costs may be exchanged between categories of work and between phases and months.

3. **MOBILIZATION PHASE**

- a. Review contractor bid packages with County representative.
- b. Review of contractor submittal for hazardous material abatement and demolition contractors for engineering design.
- c. Attendance at Preconstruction Meeting.
- d. RGA to collect baseline air samples for archival purposes. No analysis of baseline air samples is included.

4. **HAZARDOUS MATERIALS ABATEMENT/DEMOLITION MONITORING CONCURRENT WITH ABATEMENT**

Hazardous materials abatement to be completed in twenty (20) consecutive weeks. RGA will monitor hazardous materials abatement for adherence to specification and applicable laws and regulations including daily air monitoring for lead and asbestos. The actual number of shifts and air samples will depend upon contractor scheduling and performance.

- a. RGA to provide on technician for 8 hours a day, 5 days a week, for 20 consecutive weeks of hazardous materials abatement. The technician shall monitor for asbestos, lead, and contractor adherence to the plans and specifications. Copying, blue prints, office supplies, postage, office equipment, safety equipment, photographs, per diem, equipment and travel costs are itemized as miscellaneous costs. Overtime is not included. Client will be charged for actual number of days not to exceed 100 days.
- b. RGA to collect approximately 5 PCM air samples per day per building. RGA shall collect lead air samples and lead wipe samples as necessary for each building. Client will be charged for actual number of samples analyzed not to exceed rates in the attached schedule with prior authorization.
- c. RGA to clear all asbestos areas by PCM analysis. TEM analysis is not included in the bid. In the event that demolition activities cause cross

contamination of PCM air clearance samples, TEM analysis may be necessary. TEM air sampling is provided on a unit cost basis as an add alternate to this bid.

- d. Total compensation shall not exceed the dollar amount provided in the attached Cost of Work. Project Management shall be compensated on a level-of-effort basis for work as directed by the County with the hourly rates for staff as listed in Cost of Work. Personnel hours/cost are estimated and in that regard may be exchanged from one personnel category to another as long as they do not exceed the total contract cost as approved by the County. Also, the personnel costs may be exchanged between categories of work and between phases and months.

**EXHIBIT B.
SCHEDULE OF WORK**

See attached Pages 1A through 9A.

Recovery Center
Draft Schedule
EXHIBIT B

Report Date: 08DEC00
Page 1A of 9A

Early Start	Early Finish	1999												2000												2001												2002											
		A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J		
Remodel City Hall																																																	
Negotiate Architectural Con																																																	
14DEC00	02APR04	Remodel City Hall																																															
29NOV00	02FEB01	Architectural Selection Incl Interior Design																																															
29NOV00 *	12DEC00	Prepare RFQ For Architect																																															
14DEC00	05JAN01	Solicit Architectural Proposals																																															
08JAN01	12JAN01	Short List Architects																																															
15JAN01	19JAN01	Interview and Select Architect																																															
22JAN01	26JAN01	Negotiate Architectural Fees																																															
29JAN01	02FEB01	Board Approval Of Architect																																															
Schematic Design																																																	
05FEB01	28FEB01	Schematic Design Documents																																															
05FEB01	16FEB01	90 Schematic Design Documents																																															
26FEB01	26FEB01	Schematic Design Review Report																																															
19FEB01	23FEB01	Arch Estimate Of Construction Cost																																															
19FEB01	23FEB01	Const Mngr Estimate Of Const Cost																																															
26FEB01	26FEB01	Reconcile Cost Estimates																																															
19FEB01	23FEB01	County Review Of Schematic Design																																															
19FEB01	23FEB01	Fire Marshall Review Of Schematic Design																																															
19FEB01	23FEB01	Code Review Of Schematic Design																																															
28FEB01	28FEB01	Board Approval Of Schematic Design																																															
Construction Documents																																																	
01MAR01	12APR01	Construction Documents																																															
01MAR01	21MAR01	90% Construction Documents																																															

Data date	29NOV00	△	Early start point	△	Progress point	Date	Revision	Checked	Approved
Start date	14NOV96	▽	Early finish point	△	Critical point	29SEP00	Update		
Finish date	02APR04	▬	Early bar	▽	Summary point				
Must finish date		▬	Progress bar	◇	Start milestone point				
Target finish date	09SEP04	▬	Critical bar	◇	Finish milestone point				
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Recovery Center
Draft Schedule
EXHIBIT B

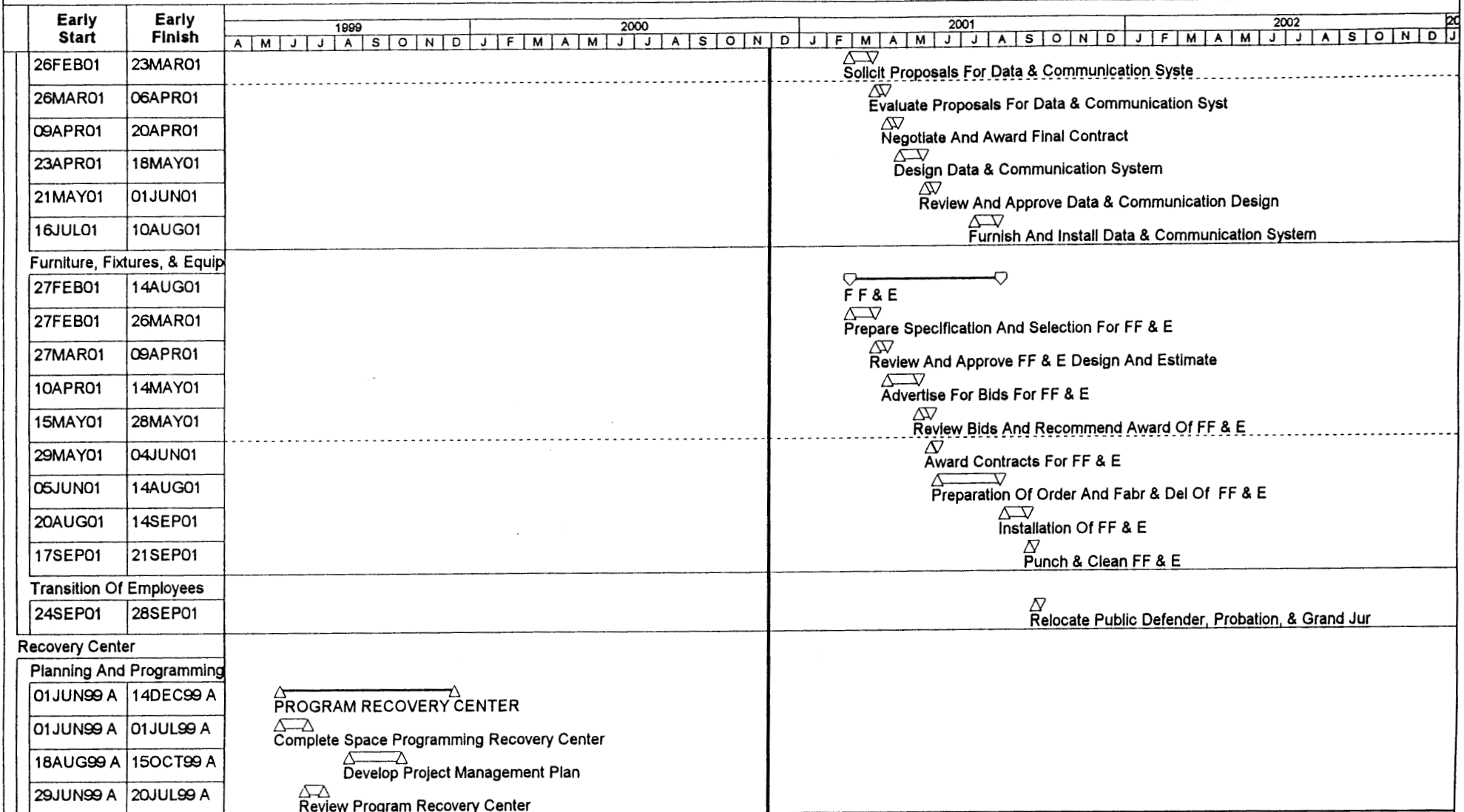
Report Date: 08DEC00
Page 2A of 9A

Early Start	Early Finish	1999												2000												2001												2002													
		A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J				
05APR01	11APR01																																																	△	Prepare Bid Documents
15MAR01	21MAR01																																																	△	Arch Estimate Construction Documents
15MAR01	21MAR01																																																	△	Const Mngr Estimate Of Construction Documents
22MAR01	23MAR01																																																	△	Reconcile Cost Estimates Construction Documents
22MAR01	04APR01																																																	△	County Review Of Construction Documents
22MAR01	04APR01																																																	△	Fire Marshall Review Of Construction Documents
22MAR01	04APR01																																																	△	Code Review Of Construction Documents
22MAR01	04APR01																																																	△	Utilities Reviews Of Construction Documents
12APR01	12APR01																																																	△	Board Approval Of Construction Documents
Bid And Award Construction																																																		◊	Bid & Award Remodeling Of City Hall
13APR01	16MAY01																																																	△	Solicit Bids
15MAY01	16MAY01																																																	△	Review Bids Recommend Award
16MAY01	16MAY01																																																	△	Award Bids
17MAY01	17MAY01																																																	△	Notice To Proceed With Construction
Construction Of Project																																																		◊	Remodel City Hall
18MAY01	31AUG01																																																	△	Remodel City Hall
20AUG01	31AUG01																																																	△	Training And Closeout Of City Hall
Data & Communication																																																		◊	Data & Communications
14DEC00	10AUG01																																																	△	Evaluate Data & Communication Systems
15JAN01	09FEB01																																																	△	Plan Data & Communications Systems
12FEB01	23FEB01																																																	△	Prepare RFP For Data & Communication System

Data date	29NOV00	△	Early start point	△	Progress point	Date	Revision	Checked	Approved
Start date	14NOV96	▽	Early finish point	△	Critical point	29SEP00	Update		
Finish date	02APR04	◻	Early bar	◊	Summary point				
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Target finish date	09SEP04	◻	Critical bar	◊	Finish milestone point				
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**Recovery Center
Draft Schedule
EXHIBIT B**

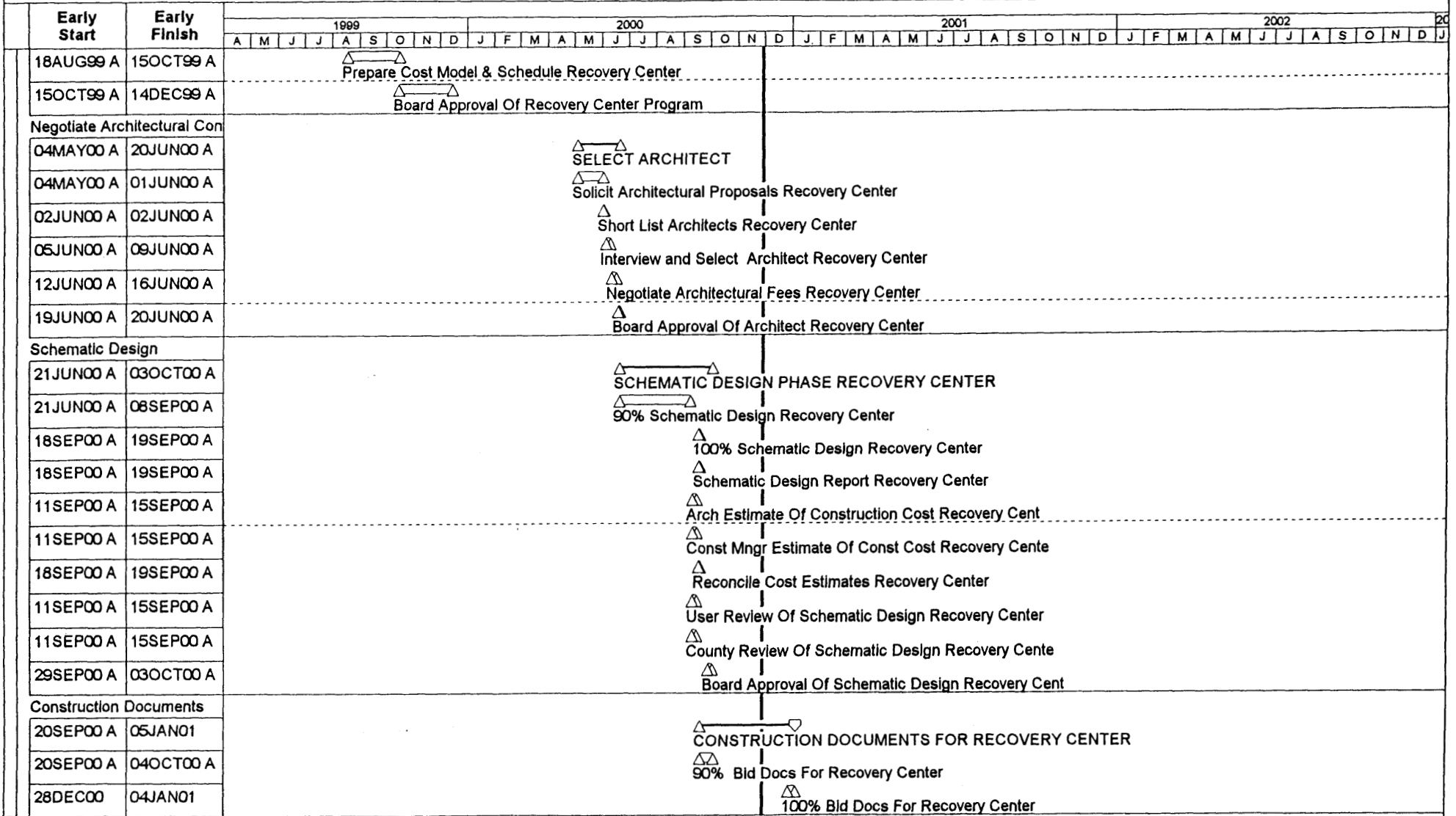
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Page 3A of 9A



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Finish date	02APR04	▬	Early bar	▽	Summary point				
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**Recovery Center
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EXHIBIT B**

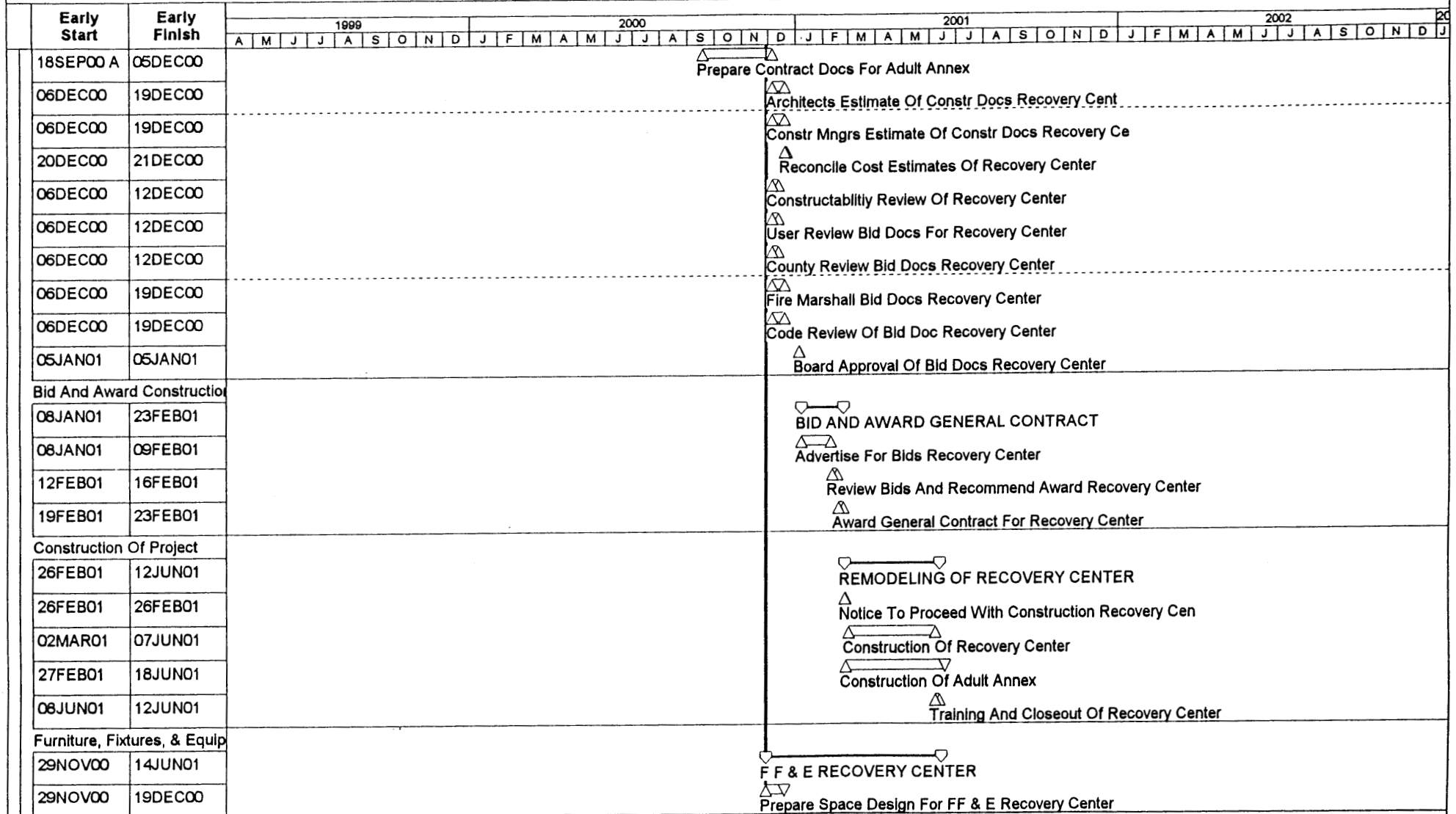
Report Date: 08DEC00
Page 4A of 9A



Data date	29NOV00	△	Early start point	△	Progress point	Date	Revision	Checked	Approved
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Recovery Center
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EXHIBIT B

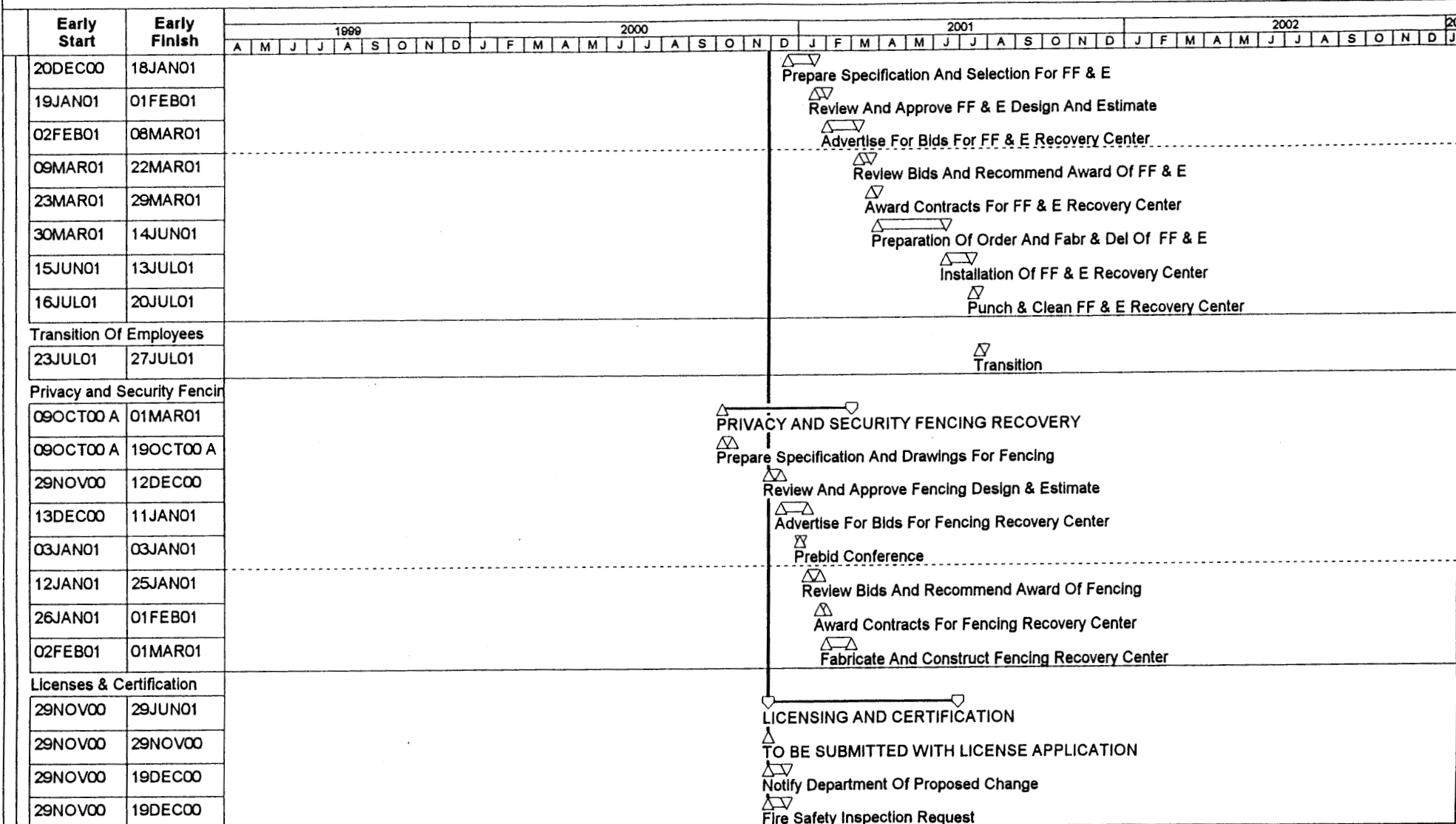
Report Date: 08DEC00
Page 5A of 9A



Data date	29NOV00	△	Early start point	△	Progress point	Date	Revision	Checked	Approved
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Recovery Center
Draft Schedule
EXHIBIT B

Report Date: 08DEC00
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Data date	29NOV00	△	Early start point	△	Progress point	Date	Revision	Checked	Approved
Start date	14NOV96	▽	Early finish point	△	Critical point	29SEP00	Update		
Finish date	02APR04	▭	Early bar	▽	Summary point				
Must finish date		▭	Progress bar	◇	Start milestone point				
Target finish date	09SEP04	▭	Critical bar	◇	Finish milestone point				
© Primavera Systems, Inc.		—	Summary bar						

EXHIBIT C CONSULTANT'S HOURLY RATES

A. SERVICES AND ANALYTICAL COSTS FOR PRE-RENOVATION SURVEYS

1.	Former Modesto City Hall Building	\$750
	<ul style="list-style-type: none"> • Hazardous Materials Pre-renovation Survey including cost estimates for abatement. CIH to administer sampling with assistance of CAC's/DHS certified lead inspectors • Estimate 30 asbestos samples analyzed by PLM. • Estimate 2 lead samples • Total Not to Exceed 	
2.	Former Skilled Nursing Facility	\$765
	<ul style="list-style-type: none"> • Hazardous Materials Pre-renovation survey including cost estimates for abatement. CIH to administer sampling with assistance of CAC's/DHS certified lead inspectors • Estimate 25 asbestos samples analyzed by PLM • Estimate 2 lead samples • Total Not to Exceed 	
3.	Former Long-term Care Facility	\$775
	<ul style="list-style-type: none"> • Hazardous Materials Pre-renovation survey including cost estimates for abatement. CIH to administer sampling with assistance of CAC's/DHS certified lead inspectors • Estimate 45 asbestos samples analyzed by PLM • Total Not to Exceed 	

4. RGA's recommendations for sampling during abatement are summarized below:

Sampling Type	Recommendation
<ul style="list-style-type: none"> • Asbestos air sampling during abatement • Asbestos clearance criteria 	<ul style="list-style-type: none"> • 5 PCM's per day analyzed on site • PCM clearance to <.1 f/cc. Analyze by TEM if a work area failed PCM clearance.
<ul style="list-style-type: none"> • Lead Abatement • Waste Stream Characterization 	<ul style="list-style-type: none"> • Visual clearance • Oversight of contractor sampling for lead debris
<ul style="list-style-type: none"> • PCB's and other hazardous materials 	<ul style="list-style-type: none"> • Visual clearance

B. HOURLY RATES FOR OTHER SERVICES

1. <u>Personnel</u>	<u>Hourly Rates</u>
Principal	\$115
Certified Industrial Hygienist	\$115
Certified Asbestos Consultant (Project Manger)	\$80-90
Certified Site Surveillance Technician (On Site)	\$60-70
Drafting	\$55
Clerical	\$35
Overtime at 1.5 times the hourly rate.	
2. <u>Expenses</u>	
Mileage	\$.38/mile
Travel Time for less than 8-hour day (within 50 miles of RGA offices)	No Charge
Toll	At Cost
3. <u>Asbestos Sample Analysis</u>	
PLM - Bulk (24 Hour Turnaround)	\$15/Each
PCM - Air (24 Hour Turnaround)	\$12/Each
TEM - Air (24-36 Hour Turnaround)	\$125/Each
TEM - Air or Microvac (36-48 Hour Turnaround)	\$100/Each
4. <u>Lead Sample Analysis</u>	
Lead Air, Bulk or Wipe by Flame AA (24 Hour Turnaround)	\$20/Each
Lead by STLC (5 Day Turnaround)	\$120/Each