

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

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA # *B-6

Urgent _____ Routine X

AGENDA DATE November 20, 2001

CEO Concurs with Recommendation YES pld NO _____
(Information Attached)

4/5 Vote Required YES _____ NO X

SUBJECT: APPROVAL TO NEGOTIATE AND EXECUTE A CONTRACT FOR ARCHITECTURAL SERVICES TO ZACHARY NATHAN ARCHITECT PLUS SET THE BID DATE FOR THE CONSTRUCTION CONTRACT FOR ADA ACCESS IMPROVEMENTS TO THE MAIN COURTHOUSE

- STAFF RECOMMENDATIONS:
1. APPROVE THE PRELIMINARY DESIGN CONCEPT FOR THE ADA ACCESS RAMP.
 2. AUTHORIZE THE CHIEF EXECUTIVE OFFICE TO NEGOTIATE AND EXECUTE ON BEHALF OF THE BOARD A CONTRACT WITH ZACHARY NATHAN ARCHITECT FOR CONSTRUCTION DOCUMENTS.
 3. SET A BID DATE OF JANUARY 23, 2002, AUTHORIZE THE CHIEF EXECUTIVE OFFICE TO SOLICIT BIDS AND EXECUTE THE CONSTRUCTION CONTRACT ON BEHALF OF THE BOARD IF THE BID IS WITHIN BUDGET.
 4. AUTHORIZE THE AUDITOR/CONTROLLER TO ESTABLISH A NEW CAPITAL PROJECTS FUND, AND TRANSFER \$245,000 FOR DESIGN, CONSTRUCTION, AND PROJECT MANAGEMENT FOR IMPROVEMENTS TO COURTHOUSE ACCESS FROM THE CRIMINAL JUSTICE FACILITY CONSTRUCTION TRUST FUND.
- (CONTINUED ON PAGE 2)

FISCAL IMPACT: The estimated project cost of the addition of an access ramp at the 11th Street entrance to the Main Courthouse and associated improvements to the security entrance area is \$245,000. Project costs include architectural design services, construction contingencies, project management costs and other project related expenses. This amount also includes an estimated construction cost of \$180,893.

The Chief Executive Office proposes funding these improvements using the Temporary Courthouse Construction Fund, consistent with the designated purpose of this fund.

BOARD ACTION AS FOLLOWS: No. 2001-882

On motion of Supervisor Caruso, 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) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk Christine Ferraro
By: Deputy

File No.

STAFF
RECOMMEN-
DATIONS:
(CON'T)

5. AUTHORIZE THE CHIEF EXECUTIVE OFFICE TO NEGOTIATE AND EXECUTE CONTRACTS FOR MISCELLANEOUS CONSULTING SERVICES NEEDED FOR THE DESIGN, SUCH AS SOIL TESTING, ESTIMATING, HAZMAT, ETC., THAT MAY BE REQUIRED AS LONG AS THEY ARE WITHIN BUDGET.
6. APPROVE THE ATTACHED PROJECT SCHEDULE.

DISCUSSION:

The Stanislaus County Public Works Department, Building Maintenance Division conducted a survey of the Main Courthouse with respect to compliance with the Americans With Disabilities Act (ADA) of 1990. This survey identified numerous actions needed to comply with ADA requirements, including providing ramp access internally within the Courthouse, elevator improvements, modification of fixtures such as door handles and drinking fountains, etc. A review of this survey in December 1999 reported that the needed improvements have been completed with the exception of development of a means of exterior access for persons with disabilities.

Currently, mobility impaired persons must use a ramp located on the I Street entrance to the Courthouse to enter the lower level lobby, then to call security personnel from a designated intercom where they must be escorted into the Courthouse. This situation was necessitated by the need to provide Courthouse security screening at the main public entrance at the 11th Street side of the building. The existing condition does not meet ADA requirements for equal access and avoidance of a separate access for disabled persons.

A budgetary concept was developed to provide access to the security entrance level at the 11th Street doorway landing; however, the configuration of the existing facility also required that emergency exiting capability from the lower level doors below the main entrance remain functional, which required more study.

The Chief Executive Office initially issued a purchase order to Zachary Nathan Architect to meet with a project team consisting of representatives of the disabled community, the Superior Court and the County. Mr. Nathan developed alternative design concepts to resolve the Courthouse access and egress issues, including ramp and mechanical lift configurations. The project team reviewed the conceptual plans, and a

recommendation to propose a revised ramping plan was developed (see attached). Approval of this recommended Board action will finalize the design, which will cause a significant improvement in Courthouse accessibility for persons with disabilities, and allow the Chief Executive Officer to bid and execute the construction contract.

The project will include a new ramp to be located along the 11th Street entrance to the Main Courthouse immediately north of the existing steps and doorway. The project includes modification of the landscaped area at the steps and in front of the Courthouse, relocation of the flagpoles, reconfiguration of the doors to provide power-assisted operation and appropriate signage and lighting.

The Chief Executive Office is also requesting approval of the project budget and schedule.

POLICY
ISSUES:

Approval of this action furthers the Board's policy to enhance the community safety and accessibility in accordance with the Board's policy for compliance with ADA.

STAFFING
IMPACT:

There is no staffing impact.

Template Type: Budget Journal
 Template Style: Single Journal Entry
 Set of Books: County of Stanislaus
 Database: PRODUCTION
 Organization: Stanislaus Budget Org

Category	List - Text: Budget
Source	List - Text: AC GL JDK
Currency	List - Text: USD
Budget	List - Text: LEGAL BUDGET
Batch Name	Text:
Journal Name	Text: AC JV
Journal Description	Text: New budget for Courthouse ADA Access

Upl	Period	Fund	Org	Account	GL Project	Location	Misc.	Other	Debit	Credit
	List - Text				List - Text				Value	Value
	NOV-01	2008	0061100	62400	0000000	000000	000000	00000	2500.00	
	NOV-01	2008	0061100	62410	0000000	000000	000000	00000	2813.00	
	NOV-01	2008	0061100	62600	0000000	000000	000000	00000	500.00	
	NOV-01	2008	0061100	62630	0000000	000000	000000	00000	2000.00	
	NOV-01	2008	0061100	62730	0000000	000000	000000	00000	500.00	
	NOV-01	2008	0061100	63000	0000000	000000	000000	00000	1436.00	
	NOV-01	2008	0061100	63430	0000000	000000	000000	00000	2141.00	
	NOV-01	2008	0061100	64220	0000000	000000	000000	00000	7350.00	
	NOV-01	2008	0061100	64600	0000000	000000	000000	00000	6700.00	
	NOV-01	2008	0061100	66210	0000000	000000	000000	00000	3000.00	
	NOV-01	2008	0061100	74130	0000000	000000	000000	00000	500.00	
	NOV-01	2008	0061100	74190	0000000	000000	000000	00000	500.00	
	NOV-01	2008	0061100	74370	0000000	000000	000000	00000	1000.00	
	NOV-01	2008	0061100	80300	0000000	000000	000000	00000	180964.00	
	NOV-01	2008	0061100	80355	0000000	000000	000000	00000	15000.00	
	NOV-01	2008	0061100	80570	0000000	000000	000000	00000	18096.00	
	NOV-01	2008	0061100	40601	0000000	000000	000000	00000		245000.00
Totals:									245000.00	245000.00

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<input type="radio"/> Departments Outside Auditors' Office		<input type="radio"/> Data Entry		<input type="radio"/> Auditors Office	
<input type="radio"/> _____ Prepared by	<i>J. Kowitz</i> Supervisor's Approval	<input type="radio"/> _____ Keyed by	<input checked="" type="radio"/> J. Kowitz Prepared By	<input checked="" type="radio"/> <i>L. Bayl</i> Approved By	
<input type="radio"/> _____ Date	11/15/01 Date	<input type="radio"/> _____ Date	11/15/01 Date	11/15/01 Date	

\$75K

Category	List - Text : Transfer
Source	List - Text :
Currency	List - Text : USD
Accounting Date	List - Date :
Batch Name	Text :
Journal Name	Text :

Upl	Fund	Org	Account	GL Project	Location	Misc.	Other	Debit	Credit
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Totals:								245000	245000

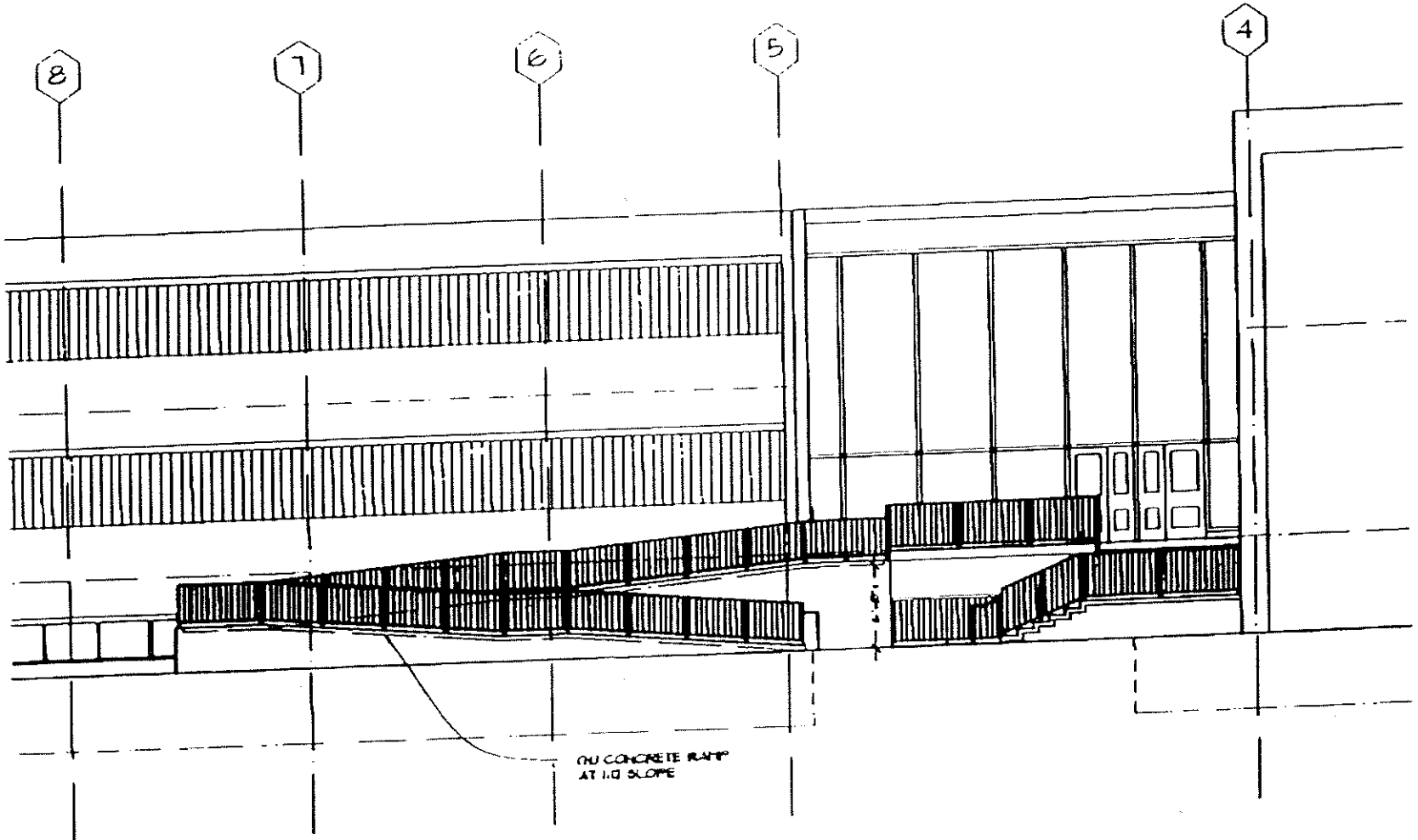
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Departments Outside Auditors' Office	Data Entry	Auditors' O
_____ Prepared by	_____ Keyed by	J. Kwartz <i>cy</i> Prepared By
_____ Date	_____ Date	_____ Date

ZACHARY
NATHAN, AIA
ARCHITECT



1185-C BRIDGE STREET
SAN FRANCISCO, CA, 94103
PHONE 415.761.8877



STANISLAUS COUNTY
COURTHOUSE
17th STREET
MODESTO, CALIFORNIA

NO.	DATE	REVISION

NEW BUILDING ELEVATION

① NEW BUILDING ELEVATION (SOUTHWEST)
SCALE: 1/8" = 1'-0"

DATE	AS NOTED	DATE	BY

C3

Preliminary

ZACHARY NATHAN, AIA
ARCHITECT

1400-C BERRY STREET
SAN FRANCISCO, CA 94103
PHONE 415.701.8077

STANISLAUS COUNTY
COURTHOUSE
114 STREET
MODESTO, CALIFORNIA

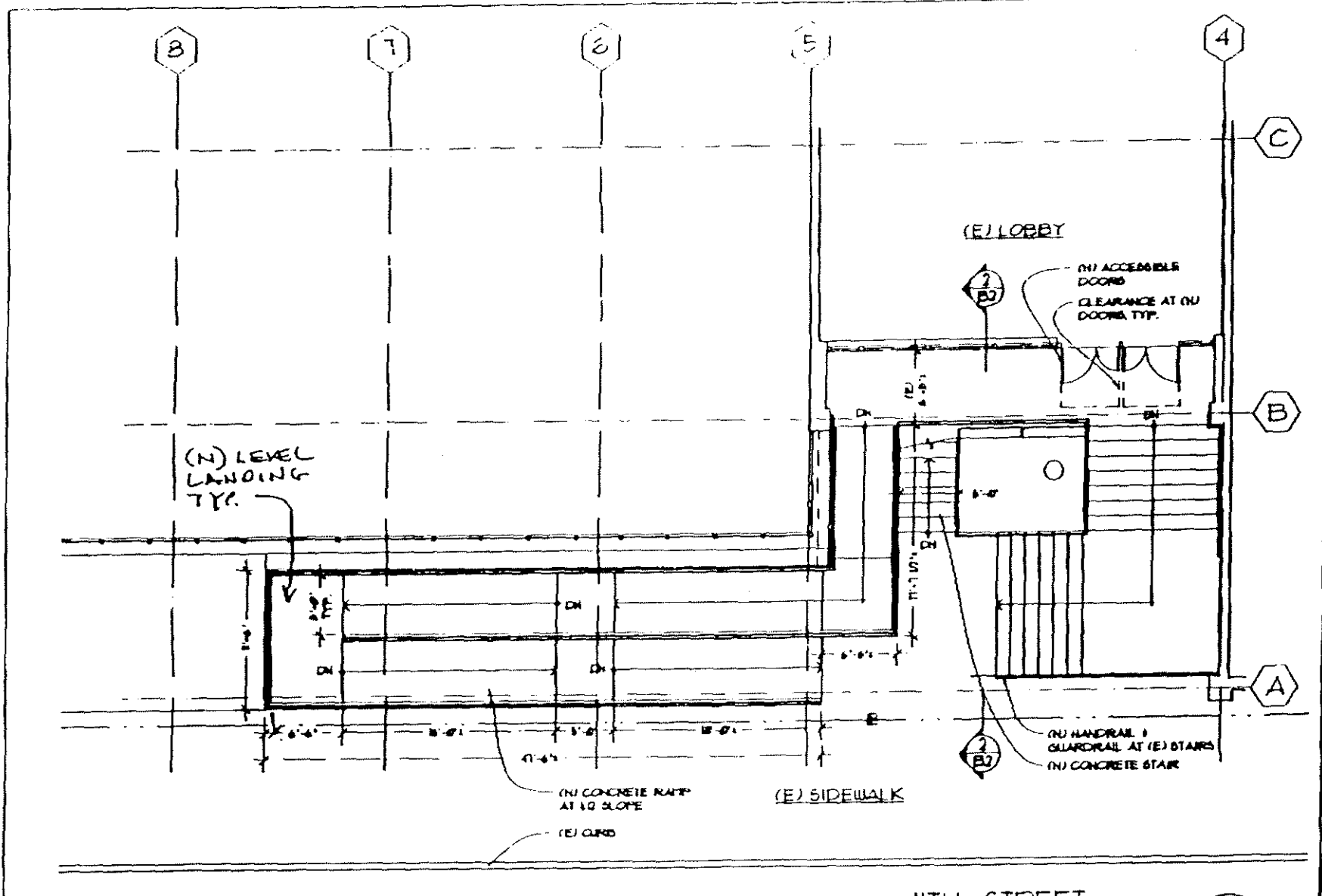
NO.	DATE	REVISION	BY

FIRST FLOOR PLAN

NO.	DATE	REVISION	BY

B1

PRELIMINARY



1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

11TH STREET

19-Oct-01

Main Courthouse ADA/Access Improvements
Conceptual Project Budget

DESCRIPTION	BUDGET
DESIGNERS & CONSULTANTS	
Arch & Engr Fees	\$ 7,350
Other Design Consultants (Acoustics, Lighting, etc Programming	2,141 \$ -
Professional Services - Estimating	\$ 1,436
Contracts - Consultants - Inspection	\$ -
Engineering Services	\$ -
Environmental Impact Reports	\$ -
Code Required Testing Firms	-
Construction Manager	\$ 6,700
Inspectors	\$ -
Geotechnical Services	-
Surveys	\$ -
Subtotal Design & Consultant	\$ 17,627
CONSTRUCTION & EQUIPMENT	
Infrastructure (Streets & Traffic, Utility Service)	\$ -
Utility Connections (Fees Charged by Utility Companies)	\$ -
Site Clearing & Preparation	\$ -
Construction	\$ 180,964
Construction	\$ -
On Site Improvements	\$ -
Sitework	\$ -
Signage & Graphics	\$ 15,000
Design & Construction Contingency	\$ 18,096
Subtotal Constr & Equipment	\$ 214,060
PERMITS & FEES	
Building Permits	\$ 3,000
Misc Expenses	\$ 2,500
Office Supplies	\$ 500
Outside Printing Services	\$ 2,000
Postage	\$ 500
Owner Contingency	\$ 2,813
Data Processing Services	\$ 500
Pickup & Delivery	\$ 500
Stores Office Supplies	\$ 1,000
Centrex Calls Costing	\$ -
Subtotal Permits & Fees	\$ 13,313
LAND ACQUISTION	
Site Selection	\$ -
Real Estate Assessment & Legal Fees	\$ -
Surveys & Investigations	\$ -
Land Costs	\$ -
Abatement & Demo Consultant	\$ -
Site Clearing & Preparation	\$ -
Subtotal Land Acquisition	\$ -
TOTAL EXPENDITURES	\$ 245,000

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

TRANSMITTAL

TO: Zachary Nathan Architect
1108-C Bryant Street
San Francisco, California 94103-3405

SUBJECT: STANISLAUS COUNTY PROJECTS
REFERENCE: COURTHOUSE HANDICAP ACCESS

DATE: 12/13/2001

We are sending you *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	12/10/01	Fully-Executed Architectural Contract

REMARKS: Attached is an original, fully-executed contract for your records.

Note to Board: On Board agenda November 20, 2001, as Item B.6.

COPIES: Patricia Hill Thomas (Copy)
Lily Farriester, Board (Original)
Terry Rein (Copy)
Jim Kwartz, Auditor (Copy)
File AH 2.1.1 (006)
File CH 11.2

SIGNED:


Rob Robinson

PROFESSIONAL SERVICES AGREEMENT

Between

**THE COUNTY OF STANISLAUS
and
ZACHARY NATHAN ARCHITECT**

for

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

for

COURTHOUSE ADA RAMP AND ENTRANCE DESIGN

This Agreement ("Agreement") is made and entered into on Dec 10, 2001, by and between the County of Stanislaus, located at 1010 Tenth Street, Modesto, CA 95354 ("County"), and Zachary Nathan Architect, 1108 C Bryant Street, San Francisco, CA 94103 ("Architect").

ARTICLE I

1. THE PROJECT DESCRIPTION

The Architect shall provide all services incident to the design and administration of the Stanislaus County Courthouse ADA ramp and entrance per Alternate B, including the following:

- Curb ramp at midblock crosswalk on 11th Street.
- Lighting of ramp
- Add to width of stair to basement to maintain the same dimension.
- Relocate flag poles.
- New automatic swinging doors at the main entrance (excludes structural changes to storefront).
- Directional signage for accessible entrance.

ARTICLE II

2. THE DESIGNATED PERSONNEL AND CONSULTANTS

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

ARCHITECT'S STAFF

Project Architect: Zachary Nathan

Subconsultants: The Architect shall provide engineers and subconsultants to complete the design, subject to the prior approval of the County.

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 A.

3.1.2 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 A.

3.2 Construction Documents and Bidding Phase Option 1: The Architect shall complete the Construction Documents Phase within 35 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. 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.

3.3 Construction Administration Phase Option 2: The Architect shall provide services during the Construction Administration Phase of 90 calendar days through completion and acceptance of the project by the County Board of Supervisors. Should the time for construction exceed 90 days, 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.

3.4 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 total construction budget, estimated to the midpoint of construction, is \$180,000.

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 Twenty-five Thousand Nine Hundred Seventy-five Dollars (\$25,975), unless amended by the County. The County expressly reserves the right to deny any payment or reimbursement requested by the Architect 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, Construction Documents and Bidding Option	
Basic Services and ODC's:	\$17,841
Option 2, Construction Administration Option	
Basic Services and ODC's:	<u>\$ 8,134</u>
TOTAL NOT TO EXCEED	<u>\$25,975</u>

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. Retention shall be released upon substantial completion of the Project.

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 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 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 budgeted by County for its use 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".

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.

County: Stanislaus County or Owner.

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.

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. Limit to Construction Budget - 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: Stanislaus County.

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 costs other than the to Basic Services labor, overhead and profit (but included in the total fee per Article V). They are 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, travel expenses, etc., required for the completion of the work specified in this contract.

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 Construction Documents and Bidding Phase Option 1:

Upon written authorization from the County to proceed with the Construction Documents and Bidding Phase Option, the Architect shall provide the following services:

7.1.1 Based upon approved Preliminary Design 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 County will prepare the bidding requirements, General Conditions, Special Conditions, and Division 1 documents.

7.1.2 The Construction Documents shall conform to and be consistent with the documents approved by County at the completion of the Preliminary.

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

7.1.4 The Architect shall prepare a Detailed Construction Cost Estimate with separate estimates for allowances, and/or alternates. Cost escalation shall be measured to the mid-point of construction.

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

7.1.6 The Architect shall prepare all drawings and specifications 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.

7.1.7 The Architect shall review and comment on the General Conditions. The County may accept or reject the Architect's suggested changes at its sole discretion.

7.1.8 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 5 days of receipt.

7.1.9 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 5 days of receipt, or as agreed to by the County.

7.1.10 Prior to commencing the Bid Drawing, 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.

7.1.11 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 Stanislaus County Building Department before the Project will be bid. The Architect is responsible for the timely submittal of documents including calculations and timely plan check corrections.

7.1.12 Attend a maximum of three (3) development and review meetings requested by the County.

7.1.13 Provide coordination drawings of major physical elements of final design including but not limited to structure, electrical, etc., with all coordinated elements shown in real dimension, with emphasis on vertical risers and transitions.

7.1.14 Prepare final recommendations for phasing of the construction work, if any, 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.

7.1.15 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.

7.1.16 Bidding. Bidding 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:

7.1.16.1 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.

7.1.16.2 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.

7.1.16.3 The Architect shall participate in the pre-bid conference.

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

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

7.1.16.6 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.

7.1.16.7 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.

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

7.2 Construction Phase Option 2:

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:

7.2.1 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.

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

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

7.2.4 Project Meetings: The Architect shall attend one progress meeting every other 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.

7.2.5 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.

7.2.5.1 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.

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

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

7.2.6 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.

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

7.2.6.2 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.

7.2.7 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 five (5) working days of receipt, unless notified by the Architect that additional time is required and the request is approved by the County.

7.2.8 Site Observations: The Architect shall make visits to the site at least once every other 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.

7.2.8.1 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.

7.2.9 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.

7.2.10 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.

7.2.11 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 concurrent with the weekly site visits. For substantial completion there will be one final observation trip. 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.

7.2.12 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.

7.2.13 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.

7.2.14 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.

7.2.15 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.

7.2.16 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.

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 and copyright 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 Architects Obligation to Modify Documents:

9.3.1 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.

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, 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 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.

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.

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 for convenience, 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. The rates for such compensation shall not exceed the amount set forth as Exhibit C.

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): \$1,000,000 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: \$500,000 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 place 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 Code of Regulations, 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:

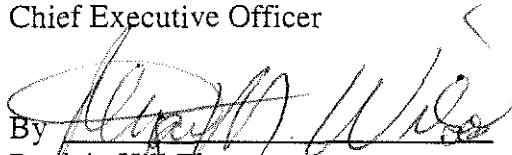
- Exhibit A: Project Schedule
- Exhibit B: AE Rates
- Exhibit C: AE Payment Request Form

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

ZACHARY NATHAN ARCHITECT

COUNTY OF STANISLAUS
REAGAN M. WILSON
Chief Executive Officer

By 
Name ZACHARY NATHAN
Title PRINCIPAL ARCHITECT

By 
Patricia Hill Thomas
Assistant Executive Officer

Approved as to form:

By 
MICHAEL H. KRAUSNICK
County Counsel

Main Courthouse Access

Draft Project Schedule

Project Weeks

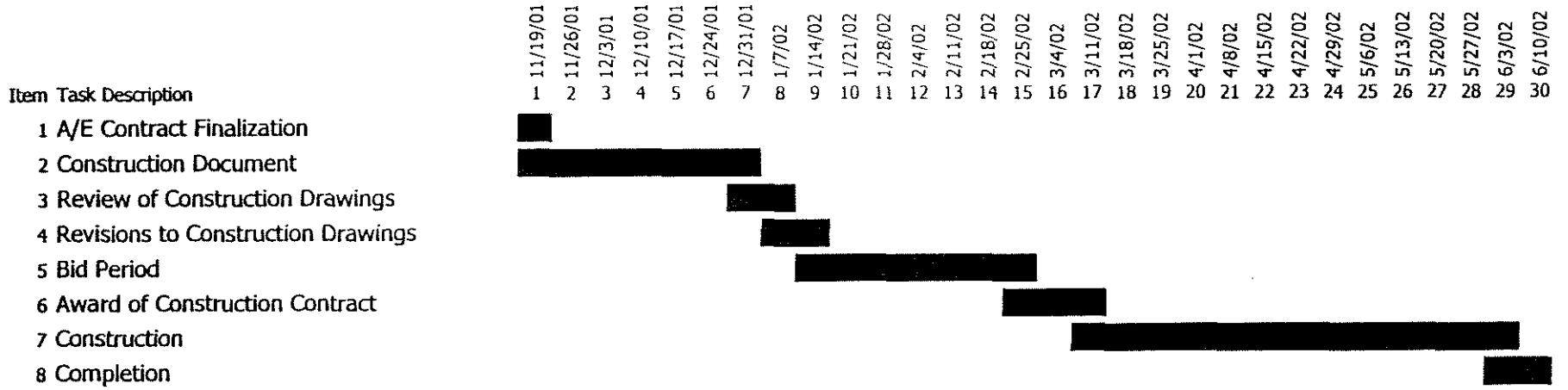


EXHIBIT B

SCHEDULE OF FEES

Principal Architect	\$110.00/Hour
Staff Architect	\$ 75.00/Hour
Draftsperson/Designer	\$ 65.00/Hour

EXHIBIT C
PAY REQUEST FORMS

**COUNTY OF STANISLAUS
Consultant Payment Request
Summary Sheet**

PROJECT NAME:	PROJECT No:
	CONTRACT No:
	CONTRACT EXPIRES:
	PAYMENT PERIOD: From _____ to _____
	PAYMENT No:
INVOICE No:	

CONTRACT INFORMATION:

1. Basic Services:	\$
2. Supplementary Services:	\$
3. Reimbursable Expenses:	\$
4. TOTAL CONTRACT AMOUNT:	\$

PAYMENT INFORMATION:

5.	Total Percent of Services Completed Prior Period: _____ %	
6.	Total Dollar Amount Completed Prior Periods:	\$
7.	Percent of Services Completed This Period: _____ %	
8.	Total Dollar Amount Completed This Period:	
9.	Total Percent of Services Completed To Date: _____ %	
10.	Total Dollar Amount Completed To Date:	\$
11.	Less Previous Payments Requested:	(\$)
12.	TOTAL REQUESTED FOR THIS PAYMENT:	\$
13.	Less Withholds, if any:	(\$)
14.	NET DUE THIS PAYMENT:	\$

CONSULTANT CERTIFICATION:

The undersigned Consultant hereby certifies that the percentages complete represented by this Payment Request are true and accurate representations of Consultant's progress to date, and that notwithstanding such percentages or the payment thereof Consultant remains fully responsible for satisfactorily completing all Services called for in the Agreement.

By: _____ Title: _____ Date: _____

ACCOUNTING INFORMATION:

APPROVALS:	Date:
Project Manager: _____	_____
Manager, Capital Programs: _____	_____
Assistant Executive Officer: _____	_____
Accounting Manager: _____	_____

COUNTY OF STANISLAUS
Consultant Payment Request
Detail Sheet

PROJECT NAME:	PROJECT No:
CONSULTANT:	CONTRACT No:
	PAYMENT PERIOD: From to
	PAYMENT No:
	INVOICE No:

PAYMENT INFORMATION:			COMPLETED THIS PERIOD		COMPLETED TO DATE	
ITEM NO.	DESCRIPTION	TOTAL \$ AMOUNT	PERCENT COMPLETE	\$ AMOUNT COMPLETE	PERCENT COMPLETE	\$ AMOUNT COMPLETE
	Program Verification					
	Schematics					
	Construction Documents					
	Bidding					
	Construction					

TOTAL BASIC SERVICES:						
APPROVED SUPPLEMENTARY SERVICES:						
PREVIOUSLY APPROVED:						
APPROVED THIS PERIOD:						
TOTAL APPROVED SUPPLEMENTARY SERVICES						
TOTAL SERVICES COMPLETED:						
APPROVED REIMBURSABLE EXPENSES:						
PREVIOUSLY APPROVED:						
APPROVED THIS PERIOD:						
TOTAL APPROVED REIMBURSABLE EXPENSES						
GRAND TOTALS						

PART A
INVITATION TO BID

Licensed contractors are invited to submit written, formal bids for

CONSTRUCTION of COURTHOUSE ACCESS RAMP
at
MODESTO, CA

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Board of Supervisors of the County of Stanislaus at the Stanislaus County Clerk of the Board, 1010 10th Street, 6th Floor, Suite 6700, Modesto, California 95354, **no later than 2:30 pm, January 23, 2002**, for furnishing all labor, material, tax, transportation, equipment, and services necessary for the construction of an access ramp at the Courthouse in Modesto, California.

Bids will be opened by or on behalf of the Board in Suite 6709 at the above-referenced address immediately after 2:30 pm on said January 23, 2002. Bids will be tabulated after the bid opening by the Stanislaus County Capital Projects Team.

Copies of the specifications, drawings, and other contract documents may be obtained by **depositing \$25** with the Construction Manager, Stanislaus County Capital Projects, 1010 10th Street, Suite 2300, Modesto, CA 95354, for each set of Contract Documents. *Make checks payable to Stanislaus County.* **The \$25 is NON-REFUNDABLE.** All requests should be directed to Stanislaus County Capital Projects.

Bids must be from licensed contractors; must be sealed and accompanied by certified check, cashier's check, or bid bond made payable to Stanislaus County in the sum of not less than ten percent (10%) of the amount of the bid. The check or bonds shall be given as a guarantee that the successful bidder will enter into a written contract within ten (10) calendar days after being requested to do so, and will be considered as the stipulated amount of liquidated damages in the event the bidder is unable to or refuses to execute a contract for the work.

Bids shall be made upon the form provided by the Owner and shall be properly completed with all items filled out, numbers shall be in writing and figures, the signatures of all persons signing shall be in longhand. No bidder may withdraw his bid for a period of ninety (90) calendar days after the time set for the opening of bids, and the Board will act to accept or reject bids within that period of time.