

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

DEPT: Chief Executive Office

BOARD AGENDA # \*B-3

Urgent

Routine

*cont*

AGENDA DATE February 5, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Enter into a Contract with API Architects for Architectural Services for Tenant and Site Improvements for the Unfinished County Space on the 5th Floor of the 12<sup>th</sup> Street Office Building

STAFF RECOMMENDATIONS:

1. Approval to enter into a contract with API Architects for architectural services for tenant and site improvements for the unfinished County space on the 5th floor of the 12th Street Office Building.
2. Authorize the Chief Executive Office to execute and sign agreements, purchase orders and work authorizations for professional architectural services to manage the project at a cost no greater than \$35,000.00.

FISCAL IMPACT:

The District Attorney's Office moved into the new 12th Street Office Building in the Fall of 2006. This recommendation is to proceed to complete the remaining build out tenant improvement on the 5th floor for current and future District Attorney space needs. The 2007-2008 Final Budget includes appropriations in the Criminal Justice Facilities budget of \$680,000 to complete the 5th floor build out. On October 30, 2007, the Board of Supervisors approved the release of an Request for Proposals (RFP) for the architectural services to complete the tenant and site improvements for the unfinished County space  
(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-090

On motion of Supervisor Grover, Seconded by Supervisor DeMartini  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**FISCAL IMPACT: (Continued)**

on the 5<sup>th</sup> Floor of the 12<sup>th</sup> Street Building. On November 29, 2007 a total of eight proposals were received from prospective architects. A review team comprised of staff from the Chief Executive and the District Attorney Offices was formed to evaluate the proposals. The review team determined that API's proposal and qualifications best meet the needs and requirements of the project.

The cost of architectural design services associated with this project is estimated not to exceed \$35,500 through a professional services agreement with API and will be funded from existing appropriations in the Criminal Justice Facility budget.

**DISCUSSION:**

This report recommends proceeding with the process to complete the build out of the District Attorney's space on the 5<sup>th</sup> floor of the new 12<sup>th</sup> Street Office Building. It is necessary to contract with an architect to ensure the finished product is consistent with the current building features and prepare plans and specifications for seeking completion construction bids for the work.

On October 8, 2002, after an intense planning effort, the Board of Supervisors authorized staff to finalize and execute several agreements relating to the development of an office building and parking garage on 12<sup>th</sup> Street between H and I Streets in Modesto. The agreements provided for a joint development project between Stanislaus County, Westland Development Company, LLC, (Westland) and Stanislaus County Employees Retirements Association (StanCERA).

The office building is a six-floor structure, of which the County occupies floors 3, 4, and a portion of 5 for the District Attorney Office. Tenant improvements have been completed on Floors 3, 4, and half of 5, with the remainder of the 5<sup>th</sup> floor remaining unfinished for District Attorney Office expansion.

The 12<sup>th</sup> Street Office Building was completed with the District Attorney occupying this space in September 2006. The District Attorney's offices were not fully built out at the time of the move and certain District Attorney staff continue to occupy the fourth floor of their former space in the Courthouse. The objective is to fully build out the District Attorney space in order to move the DA staff to 12<sup>th</sup> Street Building, while maintaining 4-6 secured District Attorney workstations for staff use within convenient access to the courtrooms. Future growth needs will also be provided for.

Completion of the 5<sup>th</sup> floor build out will include design of staff office areas, work spaces and a conference room and ensure that the design's basic improvements to the space on the 5<sup>th</sup> floor is consistent with current tenant improvement conditions.

Approval to Enter into a Contract with API Architects for Architectural Services for Tenant and Site Improvements for the Unfinished County Space on the 5th Floor of the 12<sup>th</sup> Street Office Building  
Page 3

On October 30, 2007, the Board of Supervisors approved the project for the architectural services for tenant and site improvements for the remaining county space on the 5<sup>th</sup> Floor of the 12<sup>th</sup> Street Building. The Project Manager issued a Request for Proposals with Architectural firms to design the space. On November 29, 2007 a total of eight proposals were received. An evaluation team comprised of staff from the Chief Executive and the District Attorney Offices evaluated the proposals. The API proposal was ranked highest and is recommended for selection. API is a local architectural firm, from Modesto, California.

This project will be funded from existing appropriations previously approved as part of the 2007-2008 Final Budget, using \$680,000 to complete the 5th floor build out.

**POLICY ISSUES:**

Approval of this action furthers the implementation of the Master for the 12<sup>th</sup> Street project approved on October 8, 2002, and supports the Board's Priority of A safe community and Efficient delivery of public services.

**STAFFING IMPACT:**

There is no anticipated additional staffing impact at this time. Existing capital projects staff will coordinate this project with the District Attorney.

Stanislaus County Capital Projects  
825 12<sup>th</sup> Street, Modesto, CA 95354  
Phone: (209) 525-4380 FAX: (209) 525-4385

BOARD OF SUPERVISORS

**TRANSMITTAL**

**TO: Frank Boots**  
**Architecture Plus, Inc.**  
**1207 13<sup>th</sup> Street, Suite 6**  
**Modesto, CA 95354**

2008 MAR 17 P 3: 35

**SUBJECT: 5<sup>th</sup> Floor area of the 12<sup>th</sup> Street Office Building**

**DATE: 3/17/08**

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 tenant improvements on the 5 <sup>th</sup> floor area of the 12 <sup>th</sup> Street Office Building in Modesto, California. |

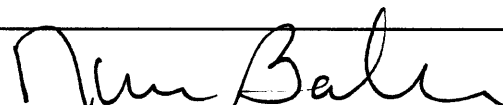
**REMARKS:**

For your records.

*Note to Board: Approved by board in Item B-3 on February 5, 2008..*

COPIES: Patricia Hill Thomas (Copy)  
Liz King, Board (Original + Copy)  
Lisa Sandoval, Auditor (Copy + Contract Cover Sheet & Original for Purchasing)  
File AQ 2.1.1 (9)  
File CQ 11.2

SIGNED:

  
Norma Baker

PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF STANISLAUS

And

ARCHITECTURE PLUS, INC.

1207 13<sup>th</sup> Street, Suite 6

Modesto, CA 95354

for

ARCHITECTURAL/ENGINEERING and RELATED  
PROFESSIONAL DESIGN SERVICES

for

Tenant Improvements

(The 12<sup>th</sup> Street Building,

District Attorney's 5<sup>th</sup> Floor)

This Agreement ("Agreement") is made and entered into on February 5, 2008, by and between the County of Stanislaus, located at 1010 Tenth Street, Modesto, CA 95354 ("County"), and ARCHITECTURE PLUS, INC., located at 1207 13<sup>th</sup> Street, Suite 6, Modesto, CA 95354 ("Architect").

**ARTICLE I**

1. THE PROJECT DESCRIPTION

Design and Engineer the completion of the tenant improvements on the 5<sup>th</sup> Floor area of the 12<sup>th</sup> Street Office Building in Modesto, California. The work shall include, but not be limited to:

- Design Staff Areas, work spaces, and conference rooms,
- Design Basic Improvements to approximately 5,000 SF on the 5<sup>th</sup> floor of the 12<sup>th</sup> Street Office Building consistent with current tenant improvement conditions
- Cooperate with Keller's Group, Modesto, CA who will design, furnish and install the furniture, fixtures and equipment within the space.

**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:

Frank Boots, AIA

Architect Project Manager:

Barrett Liompi

Subconsultants: The Architect shall provide the following subconsultants, which shall be approved in advance by the County:

Mechanical Engineer:

LP Consulting, Clovis, CA

Electrical Engineer:

Miller-Pezzoni, Modesto, CA

Cost Estimating:

CM Pros, Samir Messiah

### 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 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.

3.1.3 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:

3.1.3.1 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.

3.1.3.2 Architect's detailed schedule supplements shall identify design tasks as distinct activities based on the Architect and Consultant's drawings and document production for each phase. Each phase option shall conclude with the review and approval by the County followed by further development, if appropriate, and preparation of deliverables.

3.1.3.3 The schedule may be a manual format or in a computer software format as approved by the County.

3.1.4 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.

3.1.5 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:

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

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

3.1.5.3 Project scheduling;

3.1.5.4 Scheduling of Architect's own work and coordination with work of other consultants; and

3.2 Schematic / Design Development Phase 1: The Architect shall complete the Schematic / Design Development phase within 21 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 Construction Documents Phase 2: 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 review by County unless otherwise agreed to by the County.

3.4 Bid Phase 3: The Architect shall complete the tasks required under the Bid Phase within 90 calendar days after receipt of County's written authorization to proceed unless otherwise agreed to by the County.

3.5 Construction Administration Phase 4: The Architect shall provide services during the Construction Administration Phase, initiating at the Pre-construction Conference, for a period of 180 calendar days through completion and acceptance of the project by the County Board of Supervisors (unless construction delays are the result of the bid documents as provided by the Architect). Should the time for construction exceed 180 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.

3.6 Review Corrections and Approval: The above options' time period are exclusive of the review, correction, and approval times specified herein under each option.

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 scope from Option 1, the Schematic Design Option, of this contract.

4.1.1 The total construction budget (excluding hazardous materials abatement, FF&E, and contingencies), estimated to the midpoint of construction, is \$328,300.

4.1.2 The County may, in its sole discretion, add to or reduce by 5% the total construction budget during the Schematic Design Phase at no change in fee.

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

4.1.4 After the schematic design phase, a construction budget increase over and above twenty percent (20%) will result in a negotiation for a proposed fee increase for that amount above the 20%.

## 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 costs (ODC's) shall not exceed Thirty-Five Thousand Five Hundred Dollars (\$35,500), 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, Schematic / Design Development Option including<br>Basic Services and ODC's: | \$ <u>6,000</u>  |
| Option 2, Construction Documents Option including<br>Basic Services and ODC's:         | \$ <u>25,250</u> |
| Option 3, Bid Option including<br>Basic Services and ODC's:                            | \$ <u>1,000</u>  |
| Option 4, Construction Administration Option including<br>Basic Services and ODC's:    | \$ <u>2,500</u>  |



Reimbursables \$ 750

TOTAL NOT TO EXCEED \$ 35,500

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 in accordance with Civil Code Section 3320. County and Architect may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. 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. 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 Notice 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. If the project is delayed or suspended for a phase option beyond 30 days, termination may be mutually agreed to by the parties.

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 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. Rates will be based on salary, a reasonable audited overhead rate, and a profit of no more than 10%. (Note: Marketing will not be included in the overhead.)

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 bar chart format with supporting tasks by drawing/document program.

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 “County 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.

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.

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 Costs: Other direct costs are costs other than the 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, and other general office expenses, etc., required for the completion of the work specified in this contract. Note: Does not include blueprinting for bidding, which is paid by the County.

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," "Contract Drawings," and "Documents."

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 attached to the contract.

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 7.9.21).

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/Stanslaus 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.

## ARTICLE VII

### 7. BASIC ARCHITECTURAL SERVICES OF ARCHITECT

7.1 Services in General: The Architect will be a team consisting of the Architect of Record and its Consultants. The Architect shall have overall responsibility and 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 previous construction documents 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. The Architect and Consultants shall not be responsible for the accuracy or content of the data provided by the County.

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 Project Architect (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 Notice to Proceed 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 unless outside of the greater Stanislaus County area.

7.1.9 Provide Contract Documents including alternates, allowances, and options as specified by the County.

7.1.10 The Architect will provide their minutes of all meetings attended by the Architect regarding the Project within five days from the meeting.

## 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 With the exception of fire sprinkler design, 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 Schematic / Design Development Phase, Construction Document Phase, Bidding Phase, and Construction Administration Phase, and warranty work per Section 7.11.16.

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. 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 the Architect, at no additional cost to the County.

7.3.10 Architect shall provide to the County a written list of governmental regulations, licenses, permits, and any other type of applicable restriction and associated requirements for the completion of 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 design coordination meetings with all subconsultants employed by Architect.

7.5 Deliverables: Provide all deliverables required under this contract.

7.6 Schematic / Design Development Option 1:

7.6.1 Program: Under separate contract, a Programmer, in consultation with the County, developed a report of the space requirements for the Project. The Programmer reviewed the available data, space, and equipment, and incorporated it into the Program. The Schematic / Design Development Studies shall incorporate the program requirements.

7.6.2 Schematic / Design Development: The Architect shall complete schematic / Design Development based on the scope, Exhibit A, including adjustments authorized by the County, the Architect shall prepare the following:

7.6.2.1 Schematic / Design Development Documents: The Architect will be responsible for Schematic / Design Development Documents. The Architect will arrive at a clearly defined, well analyzed design that meets defined needs and/or concept as set forth by the Owner in the attached exhibits. It will include considerations of relationships of the project components, character, functional planning solutions, and outline of the building systems. Based on the scope and construction budget, the Architect will prepare Schematic / Design Development 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.

7.6.2.2 Meetings:

7.6.2.2.1 Project Kick-Off Meeting: At the beginning of the Schematic / Design Development 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.

7.6.2.2.2 Weekly Schematic Core Meetings: County Project Manager, Architect, and other Core Team Members shall meet as agreed to review and discuss progress, problems, and activities planned for the next interval.

7.6.2.2.3 Review and Development Meetings: Attend as requested by the County.

7.6.2.3 Estimate: The Architect will prepare a Statement of probable Construction Cost based on the Schematic / Design Development 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.

7.6.2.4 Value Engineering: Informal value engineering will be used as an on-going process throughout the development of the design and specifically if there appears to be an estimated cost over the construction budget.

#### 7.6.2.5 Site Visit and Investigations

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

7.6.2.5.2 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.

#### 7.6.2.6 Recommendations on Required Additional Information

7.6.2.6.1 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.

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

7.6.2.6.3 The Architect will describe the progress weekly, and provide at least monthly progress submittals.

#### 7.6.2.7 Deliverables

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

7.6.2.7.2 The Architect shall provide for County approval:

Submit one (1) reproducible and one copy of the following Design Documents consistent with the approved Programmatic Design:

- a. Floor plans (no less than  $\frac{1}{4}'' = 1'-0''$ ) 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. At least two sections and all elevations in a scale no less than  $1'0'' = \frac{1}{4}''$
- c. Large scale layouts of various systems.
- d. Preliminary specifications describing performance, size, character, and quality of the Project in its essentials as to kinds and locations of planting and building materials; type of structural, mechanical, and electrical systems; and
- e. A tabulation of floor areas, and a comparison to the concept space program requirements established at the beginning of Schematic Design phase.

Prepare and submit for County approval a proposed construction estimate based on a unit and detailed cost. 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 as defined in the Schematic Phase.

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 shall be stated in general and special occupancy areas. Provide HVAC calculations as required. List applicable codes and standards. Detail any exception to these variations with written approval from the County.

7.6.2.8 Final Submittal: For the Final Submittal, the Architect will allow two (2) weeks for County review; will make changes requested by the

County and resubmit a single reproducible copy with corrections within 1 week of receipt of final comments or as otherwise approved by the County; and allow 3 days to schedule the Board approval.

7.6.2.8.1 Presentation to the Board of Supervisors for approval, if required.

7.6.2.8.2 Attend document and final review meetings as requested by the County. Document County review comments and how they were incorporated into the design. This document shall be provided with the final corrected design.

7.6.2.8.3 Preliminary Estimate of Construction Costs and Schedule.

- a. Prepare preliminary project schedules.
- b. Prepare preliminary estimates of construction cost.

7.6.2.8.4 Schematic Layouts, Sketches and 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 scope requirements and shall include structural, mechanical and electrical concepts, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project.
- 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.
- e. Schematic rendering.

## 7.7 Construction Documents Phase, Option 2:

This phase commences only after the County has approved the Schematic / Design Development Documents and cost estimate. Upon written authorization from the

County to proceed with the Construction Documents Phase Option, the Architect shall provide the following services and a revised schedule of the Architect and Consultants work for the Construction Document Phase.

7.7.1 Based upon approved Schematic / 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 County will prepare the bidding requirements, General Conditions, Special Conditions, Division 1 documents.

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

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

7.7.4 The Architect in consultation with and upon approval of the County and Construction Manager will plan for at least five (5) bid alternates in the Construction Documents. The actual number will be confirmed by the County.

7.7.5 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.

7.7.6 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 code review authority and Fire Marshal before the Project will be bid. The Architect is responsible for the timely submittal of documents including calculations and timely plan check corrections.

7.7.7 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 set of CADD drawings, one (1) set of reproducibles and one copy with addendum items included for progress prints each month and/or review meeting.

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

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

7.7.10 Provide CADD coordination drawings of major physical elements of final design including but not limited to site, structure, electrical, mechanical, etc. Electrical, mechanical and specified equipment will be laid out in mechanical spaces, utility rooms, etc.

7.7.11 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.

7.7.12 Deliverables:

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

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

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

7.7.12.4 The Architect shall review and comment on the General Conditions and Division 1 specifications provided by the 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.

7.7.12.5 The Architect shall submit the revised color/material board for both interiors and exterior alternation, if any, with written color schedule at 50% of the Construction Documents Phase.

7.7.12.6 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 requirement herein below.

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

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

7.7.12.9 Provide detailed, biddable construction documents, plans, and detailed specifications for all disciplines required to construct the project.

- a. Submit one reproducible and electronic copy of the specifications at 100%.
- b. Submit one copy, one reproducible, and electronic copy of the drawings and plans at 100%.
- c. Suggested construction project schedule and electronic copy.
- d. Final detailed cost estimate at 100%.

7.7.13 Final Submittal:

7.7.13.1 100% Submittal: The County will review and return comments within 5 days. The Architect shall make changes necessary to comply with the County's review comments, and resubmit a set of corrected documents, along with County's marked-up check set within 5 days of receipt, or as agreed to by the County. The Architect will allow 5 days to schedule the Board approval.

7.7.13.2 Make a Presentation to the Board of Supervisors for approval.



7.7.13.3 Attend document and final review meetings, and document comments and how they were incorporated in the design. The documentation will be provided with the 100% submittal.

7.7.13.4 Provide the final estimate as necessary.

7.8 Bidding Phase, Option 3:

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:

7.8.1 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 Microsoft ® 97 Word 97 or later version. For bidding purposes, the Architect shall provide reproducible drawings and County will reproduce the drawings and the project manual for bidding.

7.8.2 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 by the County 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.

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

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

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

7.8.6 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.

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

7.8.8 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.

7.8.9 For substitutions, determine if the salient characteristics have been met. Consult with County concerning, and determine the acceptability of, substitute materials and equipment proposed by Bidders.

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

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

7.8.12 Review and make recommendations on all substitution requests within five days before the scheduled bid opening per Public Contract Code 3400.

7.8.13 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 of this agreement.
- d. Abandon the Project and terminate this Agreement or not approve proceeding with the next option.

7.8.14 Prior to the Notice to Proceed to the construction contractor, the Architect will conform all drawings and specifications to include only changes which were the result of addenda during the bid period. Any other changes the Architect wishes to include in the conformed set must first be issued as an RFI/clarification for the Owner's approval.

7.9 Construction Phase Option 4:

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 a Construction Manager/Project 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 herein:

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

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

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

7.9.4 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.

7.9.5 RFI's/Clarifications: As requested by the Construction Manager, the Architect shall furnish definitions, clarifications, responses to request for information (RFI), and issue unilateral AE clarifications. Architect will 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 may be approved by the County.

7.9.5.1 The Architect/County RFI's and clarifications plus RFI's 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 (unless approved by the County) 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 (and respective change order) information on the record documents.

7.9.5.2 The Architect will same-day, e-mail, over-night, or hand carry, if necessary, answers to clarifications/RFI's at no additional charge to the County.

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

7.9.6 Submittals: As requested by the Construction Manager, the Architect shall review and recommend appropriate action on Submittals, shop drawings, erection drawings, and samples submitted by Contractors for compliance with the basis of the design, drawings, and project manual/specifications. 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.

7.9.6.1 The Architect will same-day, e-mail, over-night, or hand carry, if necessary, responses of all submittals at no additional cost to the County.

7.9.6.2 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 may be extended in writing by the County. Submittals will be processed on email and CADD format whenever possible.

7.9.7 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 according to Public Contract Code 3400 prior to award or in no more than ten (10) working days of receipt if submitted by exception after award (unless notified by the Architect that additional time is required and the request may be approved by the County).

7.9.8 Site Observations: The Architect shall make visits to the site at least once per week to observe and assess 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 e-mail or fax a written trip report in hard copy 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.

7.9.8.1 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.

7.9.9 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.

7.9.10 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.

7.9.10.1 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, the Architect shall prepare such modifications, and shall be entitled to compensation as an Additional Service. (A major change in scope is defined as a change that is in excess of ten percent of the budgeted construction contingency.) 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 and issue all change orders.

7.9.11 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 of failures and problems plus make recommendations.

7.9.12 Punch Lists: As requested by the Construction Manager, the Architect and their Consultants, and where appropriate its subconsultants, shall assist the 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 three 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 will be e-mailed or faxed within three working days to the Construction Manager unless otherwise agreed to by the Construction Manager.

7.9.13 Substantial and Final Completion: The Architect shall make Substantial and 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 three working days of discovery of the same. The Architect will sign the certifications of substantial and final completion.

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

7.9.14.1 Prior to Notice of Completion, the Architect shall assist the County in reviewing the Contractor's close out package consisting of 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.

7.9.15 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 hard and electronic copies thereof to the Construction Manager within 3 working days.

7.9.16 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.

7.9.17 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.

7.9.18 Architect 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.

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

7.9.20 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 by fax and/or e-mailed immediately to Construction Manager. This includes all email transmissions received and sent; an electronic copy will be forwarded to the Construction Manager the same day. The Architect shall maintain a digital and hard file copy of all e-mails.

7.9.21 Record Documents: Thirty days after final completion of the construction by the contractor, Architect shall revise the original Construction Documents (on CD) 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 submitted to the Architect to be transferred to reproducible 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 black line format to County. All such documents are County property.

## 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, electronic 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"). These A-E Documents and copyright shall be the property of the County. The Architect shall deliver to the County all Documents within 10 days of the County's request. 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.

8.2 Reuse of Plans:

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.

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.

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

8.4 Email: All email will be treated as official documentation and correspondence with a hard copy filed of all out-going and in-coming documents, and an electronic copy e-mailed to the Construction Manager. The Architect will be required to turn over the hard copy e-mail files when requested by the County. E-mail correspondence will not



take the place of the required forms, formats, and process required for RFI's, clarifications, submittals, changes, payments, etc.

## ARTICLE IX

### 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 and CSI 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's documents must meet the construction budget and the Architect must also provide bid alternates in the construction documents as a fail safe to keep the final construction cost within the 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 if directed by the County.

9.5 Scope and Quality Adjustments After Approval of Schematic / Design Development Phase: At any time after County approval of the Schematic / 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, after the Design Development Option. Note: As set forth in Article IV, the County may increase the construction budget by five percent at no increase in fee.

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, the County shall cooperate in revising the Project scope and quality as required to reduce 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. 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 of 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 during the Design Options (see Definitions Article VI) to provide for 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 within the program and to include in the Contract Documents alternate bids to adjust the bid cost to maintain the County-approved construction 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, and any technical information that is currently available and relevant to this Project needed by the Architect to perform his services.

10.2 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.

10.3 Bid Documents: The County shall provide to the Architect the bidding requirements, General Conditions and Supplemental General Conditions.

10.4 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/or 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 amendment to the contract.

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 (except as otherwise specified herein) 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, nor shall they include anticipated profits.

## ARTICLE XIII

### 13. INDEMNITY

13.1 Indemnity: To the fullest extent allowed by law, Architect shall defend, indemnify, and hold harmless the County and its officers, agents, employees and

representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors.

The duty of Architect to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code. Consultant shall provide legal counsel reasonably acceptable to the County.

Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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: \$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 B+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 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.

16.2 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.

16.2.2 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.

16.2.3 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.



16.3 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.

16.4 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.

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

16.6 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.

16.7 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.

16.8 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 or 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

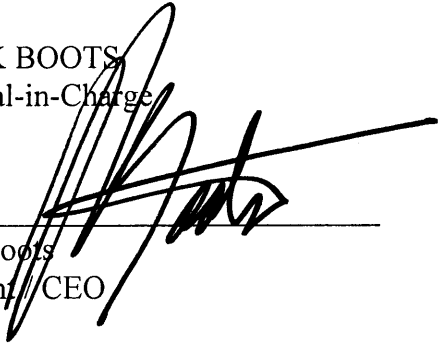
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

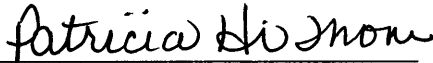
ARCHITECTURE PLUS, INC.

COUNTY OF

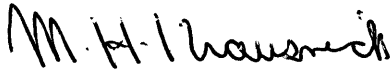
FRANK BOOTS  
Principal-in-Charge

STANISLAUS  
PATRICIA HILL THOMAS  
Project Manager

By   
Frank Boots  
President / CEO

By   
Patricia Hill Thomas  
Chief Operations Officer /  
Assistant Executive Officer

Approved as to form:

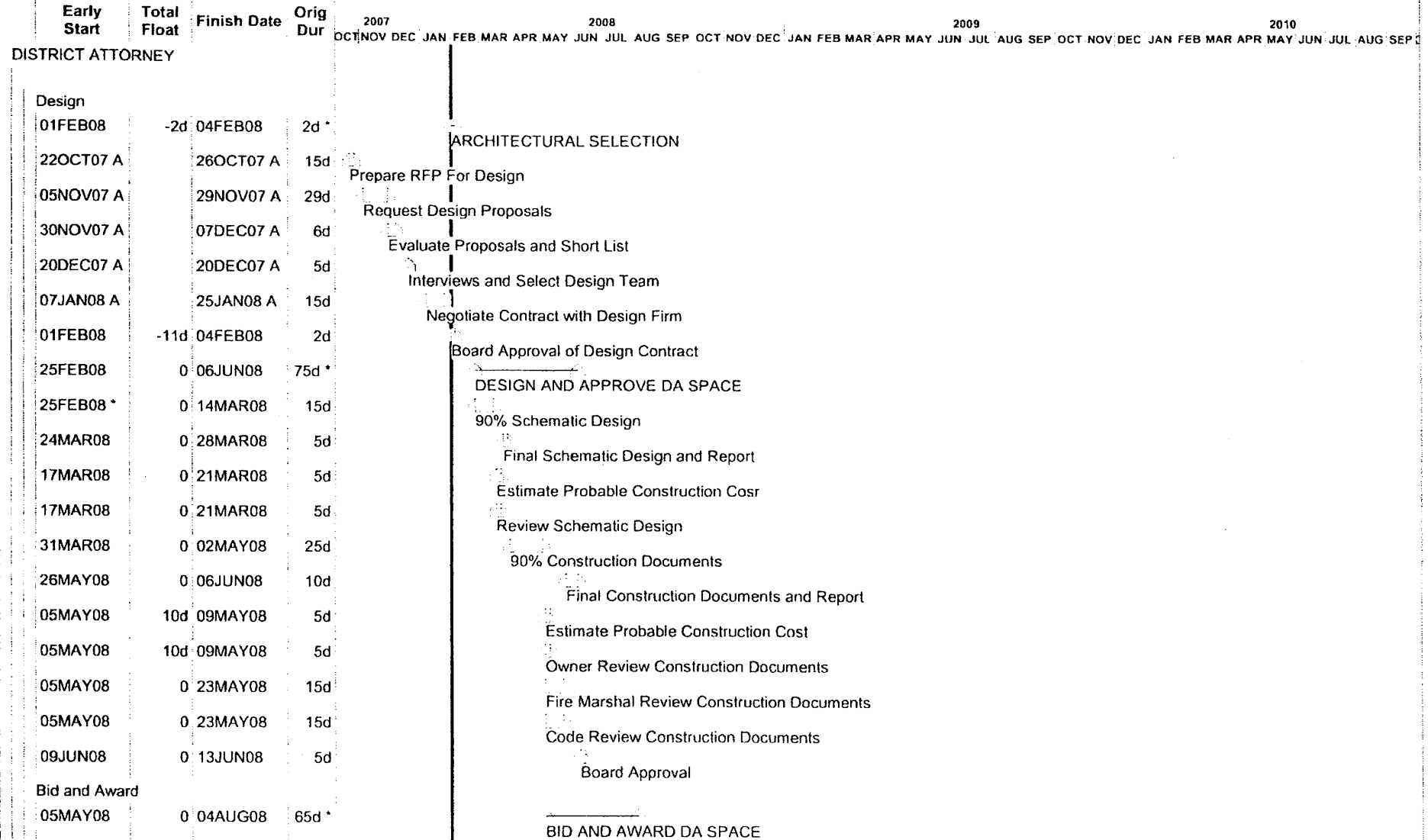
By   
MICHAEL H. KRAUSNICK  
County Counsel

## EXHIBIT A

### DESCRIPTION OF PROJECT

#### 832 12th Street, THE DISTRICT ATTORNEY'S OFFICE , 5<sup>TH</sup> FLOOR :

Description. The Stanislaus County District Attorney's Office moved from the Stanislaus County Courthouse in September 2006 to a new facility located at 832 12<sup>th</sup> Street, Modesto. The original tenant improvements covered about 2 ½ floors of the new building. One floor was left partially unfinished for future use. This project will finish the remaining approximately 5,000 square feet. The improvements will include offices and workspace for increased staff currently working from the courthouse complex.

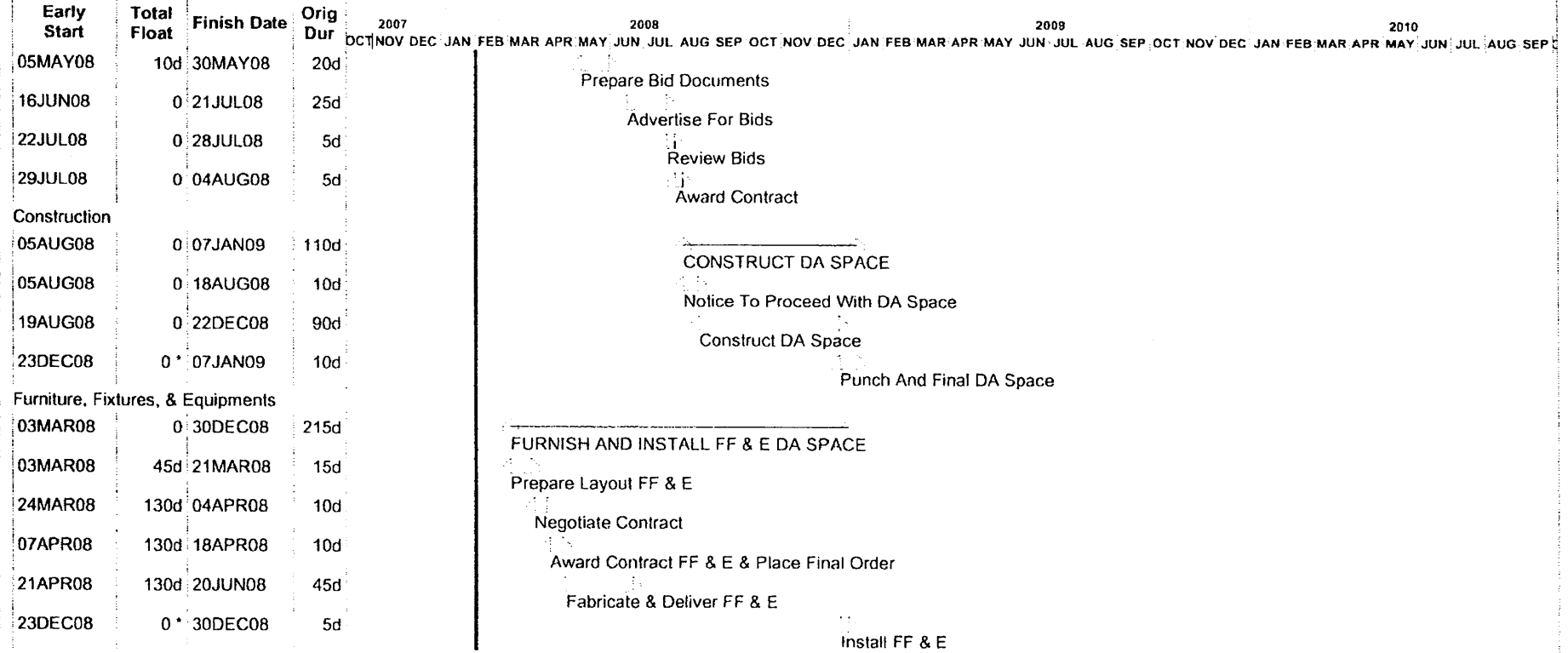


Start date 15OCT07  
 Finish date 17APR12  
 Data date 01FEB08  
 Run date 14FEB08  
 Page number 1A

© Primavera Systems, Inc.

**Stanislaus County  
Capital Projects**

- Early bar
- Early start point
- Early finish point
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point



Start date 15OCT07  
 Finish date 17APR12  
 Data date 01FEB08  
 Run date 14FEB08  
 Page number 2A  
 © Primavera Systems, Inc.

**Stanislaus County  
 Capital Projects**

- Early bar
- Early start point
- Early finish point
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

EXHIBIT C  
SCHEDULE OF FEES

|  |             |
|--|-------------|
| Senior Principal (SP) .....              | \$125/Hour  |
| Associate Principal (AP) .....           | \$100/Hour  |
| Project Manager (PM) .....               | \$ 75/Hour  |
| Drafter/CADD Tech. - Level 1 (DC1) ..... | \$ 65/Hour  |
| Drafter/CADD Tech. - Level 2 (DC2) ..... | \$ 60/Hour  |
| Drafter/CADD Tech. - Level 3 (DC3) ..... | \$ 55 /Hour |
| Administration (01) .....                | \$ 45/Hour  |

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

**TRANSMITTAL**

**TO: Don Phemister**  
**Phemister Construction Management**

**SUBJECT: STANISLAUS COUNTY PROJECTS**

**DATE: 3/3/2008**

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

- Shop Drawings       Change Order       Specifications
- Copy of Letter       Plans       Computer Printout
- Prints       Samples       Updates

| COPIES | DATE   | DESCRIPTION  |
|--------|--------|--|
| 1      | 3/3/08 | Fully-executed Work Authorization No. 13 for the DA 5 <sup>th</sup> Floor Tenant Improvements. |

**REMARKS:**

For your records.

**Note to Board:** WA No. 13 was approved by the Board on February 5, 2008, Item B-3.

2008 MAR -4 A 10:45  
 BOARD OF SUPERVISORS

- COPIES: Patricia Hill Thomas (Copy)  
 Mark Loeser (Copy)  
 Liz King, Board (Original + Copy)  
 Lisa Sandoval, Auditor (Original + Copy)  
 File X 2.1.1 (1393)  
 File X 5.6.2  
 File AQ 5.2.1

SIGNED: *Teresa Vander Veen*  
 Teresa Vander Veen



**PHEMISTER CONSTRUCTION MANAGEMENT, INC.**

**WORK AUTHORIZATION NO. 13  
FOR SPECIAL SERVICES  
DISTRICT ATTORNEY'S 5<sup>TH</sup> FLOOR TI's, MODESTO**

1. This Work Authorization No. 13 is entered into effective February 5, 2008, in accordance with the terms and conditions of the agreement between Phemister Construction Management, Inc., (PCM), and Stanislaus County dated December 20, 2003 (Agreement).
2. This Work Authorization is for those construction management services, for continued professional services through project completion. PCM's work shall include:
  - a. On-Site Management and Construction Phase Communication Procedures: Provide and maintain a management team on the Project site to provide contract administration and to establish and implement coordination and communication procedures among the Capital Projects, CEO, Architect, and Contractors.
  - b. Construction Administration Procedures: Establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, contract schedule adjustments, change orders, substitutes and payment requests, and the maintenance of logs for tracking all relevant information related to the above.
  - c. Project Site Meetings: Conduct coordination meetings at the Project site with each Contractor and the Architect. The CM shall record, transcribe, and distribute minutes to all attendees, the CEO, and the Architect.
  - d. Quality Review: Establish and implement a program to monitor the quality of the construction to assist in guarding against defects and deficiencies in the work of the Contractor.
  - e. Coordination of Other Independent Consultants: Coordinate specialty inspection and testing by others. Provide a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period.
  - f. Review of Requests for Change to the Contract Time and Price: Review requests for change to the contract time or price submitted by a contractor, assemble information concerning the request, endeavor to determine the cause of the requests, and make recommendations with respect to acceptance of the requests.
  - g. Contractor's Construction Schedule: Review each Contractor's Construction Schedule, verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establish completion dated that comply with the requirements of the Contract Documents. If changes in the Master Schedule are appropriate, make such modifications as required.

- h. Construction Schedule Reports: Review the progress of construction of each Contractor, evaluate the percentage complete of each construction activity as indicated in the Contractor's Schedule, and review such percentages with the Contractor. Advise and make recommendations concerning alternative courses of action that may be taken to achieve contract compliance by the Contractor.
- i. The CM Review of Time Extension Requests: Prior to the issuance of change orders, determine effect on the Master Schedule of time extensions requested by the Contractor.
- j. Recovery Schedules: Review the recovery schedule submitted by the Contractor for compliance with the Contract Documents.
- k. Change Order Control: Establish and implement a change order control system. All proposed change orders shall first be described in detail in a request for a proposal to the Contractor, and shall be accompanied by technical drawings and specifications prepared by the Architect. In response to the request for a proposal, the Contractor shall submit to Capital Projects, for evaluation, detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed change order work. Discuss the proposed change order with the Contractor and endeavor to determine the Contractor's basis of the cost and time impacts of performing the work. Make recommendations of whether the change in the work is in the best interest of the project. Verify that change order work and adjustments of time, if any, required by approved change orders have been incorporated into the Contractor's Construction Schedule.
- l. Progress Payments: Review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. Make appropriate adjustments to each payment application, and prepare and process a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage, and actual amounts for the current period.
- m. Schedule Update Reports: Prepare and distribute Schedule Update Reports during the Construction Phase. The reports shall compare the actual construction dates to scheduled construction dates of each separate contract, milestone dates (if any), and to the Master Schedule for the project.
- n. Project Cost Reports: Prepare and distribute project Cost Reports during the Construction Phase. The reports shall specify actual Project and construction costs compared to the approved Project and Construction Budget.
- o. Project and Construction Budget Revision: Make recommendations on the impact of construction changes that may result in revision to the Project and Construction Budget.
- p. Progress Payment Reports: Prepare and distribute the Progress Payment Reports. The reports shall state the total construction contract price, payment to date, current payment requested, retainage, and actual amounts owed this period.

- q. Change Order Reports: Prepare and distribute Change Order Reports during the Construction Phase. The report shall list all change orders by number, a brief description of the change order work, the cost established in the change order, time impacts, if any, and percent of completion of the change order work.
  - r. Contractor's Safety Program Report: Verify that safety programs are submitted by each Contractor as required by their Contract Documents.
- 3. Period of Performance: February 5, 2008 to February 5, 2009.
  - 4. Method of Compensation and Rates:

| <u>Name</u>    | <u>Title</u>                 |                  |
|----------------|------------------------------|------------------|
| Gino Colacchia | On-Site Construction Manager | \$90.00 per Hour |

- 5. Payment Terms: Per the Agreement.
- 6. Verification of Insurance: Per the Agreement.
- 7. Funding Source: Approved by the Board on February 5, 2008, Item B-3.
- 8. NOT TO EXCEED: \$3,600.00

TOTAL: \$3,600.00 (Work Authorization 13)  
\$3,600.00

Dated: February 5, 2008

Patricia Di Mon  
Stanislaus County

[Signature]  
Phemister Construction Management, Inc.

**WORK AUTHORIZATION NO. 1**  
**FOR ESTIMATING SERVICES**

- 1 This Work Authorization is entered into as of September 22, 2008, in accordance with the terms and conditions of that agreement between Stanislaus County and Leland Saylor & Associates, Inc. dated April 22, 2008.
- 2 Description of Services: Provide On Call Estimating Services for the District Attorney's 5<sup>th</sup> Floor Tenant Improvements.
- 3 Period of Performance: September 22, 2008 through October 31, 2008 as directed by the County's Construction Manager.
- 4 NOT TO EXCEED: \$2,160.00
- 5 Funding Source(s): District Attorney's 5<sup>th</sup> Floor Tenant Improvements  
2026 / 0061304 / 62400 GL 4525
- 6 Board of Supervisors Approval Date: February 5, 2008; Board Agenda Item: B-3.

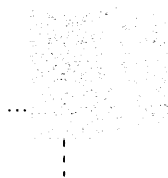
Dated: September 22, 2008

*Patricia DiStasio* 9/23/08

Stanislaus County

*Leland Saylor* 9/25/08

Leland Saylor & Associates, Inc.



Leland Saylor Associates  
A COMPANY OF DMBB

595 Market Street, Ste.400  
San Francisco, CA 94105  
TEL: 415-291-3200  
FAX: 415-291-3201  
www.lelandsaylor.com

September 22, 2008

Mr. Gino Colacchia  
Stanislaus County  
825 12<sup>th</sup> Street  
Modesto, CA, 95354

**RE: Tenant Finishes in District Attorney's Space  
LSA Quote #Q08-238R2**

Dear Mr. Colacchia:

We are pleased to submit our proposal for consulting services for the above-referenced project as follows:

1. **Building Description:** Tenant Improvements in 6,000 sf of existing Building. Objective of project is to finish out the existing space.

2. **Task Description:**

2.1 Schematic Update.....\$2,160.00

**TOTAL.....\$2,160.00**

3. Supplemental Consulting: All work not specifically covered by the fixed fees above shall be billed on a time and materials basis in accordance with LSA's current schedule of fees and the terms of this agreement. **Additional work includes any work not included in this agreement which may be requested by agencies and/or owners, such as preparation for meetings or attendance of meetings (in excess of one meeting per phase), additional estimates not in scope, reconciliation of LSA's estimate(s) with other estimate(s), value engineering services and services related to litigation. Requests for such meetings, studies and additional estimates not in scope must be authorized in writing.**

**BUDGET .....Time and Materials**

Leland Saylor  
Associates

*Page 2 of 3*

*September 22, 2008*

*Quote #Q08-238R2*

*Tenant Finishes in District Attorneys Office*

**Should the scope or budget vary significantly from that stated, LSA reserves the right to adjust its proposal accordingly.**

This quotation is subject to review of all documents prior to start of work. All documents must be in house prior to start of work. If additional documentation is received after substantial completion of our estimate, incorporation of revised drawings will be billed on a Time & Material basis. All estimates require a minimum of two weeks from notice to proceed to completion of estimate.

Please note that our estimators work from paper drawings and that electronic drawings will be sent out to be printed at \$15/page (one full size and one ½ size set.) These charges may be avoided by sending us paper copies. Project documents may be sent to the attention to Mike Kritscher, Chief Estimator. Please contact Mike with all technical and scheduling questions.

Leland Saylor Associates shall perform all of its work in accordance with accepted estimating practice and standards.

Please sign and date this agreement to indicate your acceptance of this proposal and return to this office. Terms and conditions appearing on the third page of this letter are a part of this agreement. This quotation is valid for a period of 60 days.

If you have any questions or wish further information, please call me.

Cordially yours,

Mike Kritscher, C.P.E.

**LELAND SAYLOR ASSOCIATES**

Accepted for: **Stanislaus County**

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

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

MK/am

## CONTRACT CONDITIONS

The following Contract Conditions are hereby made a part of the preceding proposal.

### SCOPE OF THE AGREEMENT

Please refer to the attached proposal letter for Scope Definition.

### CONTRACT CONDITIONS

The terms and conditions of this proposal constitute the entire agreement between the parties. Any terms, provisions or conditions in the client's purchase orders, correspondence, or other forms which are inconsistent with the terms, provisions or conditions of LSA's documents are void, unenforceable, and not a part of the agreement. Retainer funds not exhausted are returned upon completion of services.

### LIMITATIONS ON LIABILITY

LSA makes no warranties, express or implied, that opinions, services, estimates, and schedules rendered by its employees or officers will serve the function required, as it does not have control of the end product.

Services performed by LSA under this agreement shall not constitute it an architect, engineer, construction contractor or building inspector, nor impose upon it any obligation to assume, render or perform on behalf of the owner, architect, or engineer any responsibilities/duties performed by any of the above professionals.

The estimate(s) performed by LSA represent LSA's best judgment as an estimating professional familiar with the construction industry. It is recognized, however, that neither LSA nor the Architect has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, LSA cannot and does not warrant or represent that bids or negotiated prices for the Project will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by LSA.

### INDEMNIFICATION

Client agrees to save and hold harmless LSA in a lawsuit or other proceeding relating to LSA services and obligations under this contract.

### TIME OF PERFORMANCE

LSA shall not be held liable for any delay or failure to perform the work described in the agreement if such delay or failure is caused directly or indirectly by fire, flood, explosion, other casualty, strike, labor disturbance, state of war, insurrection, riot, government regulations, either existent or future restrictions, appropriations or any other cause beyond the control of LSA. In the event the Client requests termination of the work prior to the completion of a report, the office of LSA reserves the right to complete such analysis and records as are necessary to the project file in order and, where considered by the office of LSA necessary to protect professional reputation to complete a report on the work performed to date. A termination charge to cover thereof in an amount not to exceed 30 percent of all charges incurred up to the date of work stoppage may be made at the discretion of the office of LSA.

### INVOICE AND PAYMENT POLICY

All projects are billed semi-monthly and payment is due on the tenth (10th) prox of the month following the month for which the services were invoiced. If payment is not received within thirty (30) days of the date of the invoice, the unpaid balance will be subject to a late payment fee, computed at the periodic rate of one and one-half percent (1 1/2%) per month.

Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to the accrued interest and then to the principal unpaid amount PLUS a minimum of 1/2 hour each of Administrative time per month to cover the costs of monitoring the account. All attorney's fees or other costs incurred in collection, any delinquent amount shall be paid by the Client. Overdue accounts, 5 days from date of statement will become delinquent ALL WORK SHALL BE STOPPED until all accrued charges, to date of delinquency, have been paid in full. Client agrees to pay all fees stipulated in the contract for the performance of the work, regardless of payment by owner. In the event owner does pay on account, all fees shall be paid within 2 weeks of payment by owner.

### ATTORNEY FEES

In the event any process of law is resorted to by LSA to collect any monies due hereunder, the Client agrees to pay all costs, interest and attorney fees incurred.

### COMPENSATION BILLING

#### (a) TIME AND CHARGES AND FIXED CONTRACTS

Labor and computer time will be charged in accordance with the Billing Rate Sheets that prevail at the time the work proceeds. LSA will adjust these rates each January 1 per CPI. Work performed in subsequent years to that in which the contract was signed will be billed at the adjusted rates. Overtime will be billed at regular hourly rates. Charges up to two (2) hours per weekday for travel outside of normal work hours or up to four (4) hours per day for weekends will be made.

#### (b) EXPENSES AND COSTS

Client agrees to pay all costs incurred by LSA in the performance of this contract. These costs shall include but not be limited to the following: materials, mileage, travel, graphics, document reproduction, consultants, long distance telephone calls, telex, fax, special handling and delivering, lodging per diem, etc. Such costs will be charged at the invoiced cost plus ten percent (10%). Per diem will be charged in accordance with the Rate Sheet and does not include the cost of the hotel, taxes, and transportation.

We reserve the right to suspend or terminate our services on any account not paid in accordance with the terms of this agreement.