

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

DEPT: Chief Executive Office

BOARD AGENDA # \*B-3

Urgent

Routine

CEO Concurs with Recommendation YES  NO

(Information Attached)

AGENDA DATE February 26, 2008

4/5 Vote Required YES  NO

SUBJECT:

Approval to Enter into a Contract with AVS Engineers Inc. for Architectural Design Services to Improve and Upgrade the Electronic Security and Fire Alarm and Services Systems at the Juvenile Justice Center

STAFF RECOMMENDATIONS:

1. Approval to enter into an agreement with AVS Engineers Inc. for architectural design and engineering services to upgrade and improve the security and life safety systems at the Juvenile Justice Center.
2. Authorize the Chief Executive Office to execute and sign agreements, purchase orders and work authorizations for professional services including Construction Management, Estimating and Code Review Services to manage the project at a cost within budget.

FISCAL IMPACT:

The 2007-2008 Final Budget includes appropriations in the Chief Executive Office Plant Acquisition budget of \$650,000 to complete fire life safety system upgrades at the Juvenile Hall facility. Staff estimates the professional architectural design services will be completed at a cost no greater than \$86,200 for the scope of work recommended. In addition, contract construction management services are estimated to cost overall from \$26,000 to \$45,000 and is included in the proposed project budget. The initial project assessment report suggested that additional funds may be needed to complete the entire scope envisioned to modernize the security electronic systems at the Juvenile Hall facility. Recommendations for final project funding will be considered at the completion of design and bidding this project.

BOARD ACTION AS FOLLOWS:

No. 2008-121

On motion of Supervisor Monteith, Seconded by Supervisor Grover

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) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST:

  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

## **DISCUSSION:**

The original Juvenile Detention Facility was constructed in 1976 and expansions were completed in 2000 and 2002. The security electronics and fire alarm systems currently in place include components installed at various times over the last 30 years. The present security electronics system infrastructure is located in three separate equipment rooms with each room housing a generation of control equipment for a specific phase of the facility; original construction, 2000 expansion and 2002 expansion. The facility is experiencing significant operational issues due to the status and conditions of the various systems. Problem areas include: connectivity issues between various systems and control stations; ergonomic problems in central control; unreliable operation of remote-controlled security doors, unreliable status indication of security doors, difficult resetting of the fire alarm system; lack of adequate closed circuit television camera surveillance in some areas; deteriorating condition of equipment, difficulty in obtaining service; poor documentation of existing installations, and vendor management.

Staff, with the assistance of On-line Consulting Services, completed a Security and Fire Alarm Systems Assessment in August 2007, which involved investigating the existing conditions of the security and fire alarm systems and providing recommendations for replacement/upgrades to improve system reliability and efficiency. The assessment determined little confidence in the viability of the existing system and noted that over forty services related incidents occurred between September 2006 and March 2007.

The current fire alarm system in the Juvenile Detention Facility is not integrated with the existing fire alarm system for the adjoining building occupied by the Probation Department Administration and Field Services Divisions, the Public Defender's Office, the District Attorney, and Superior Court. The fire alarm system for this adjoining area, as well as the original construction area, does not have the capability of pinpointing the location that is triggering the alarm; therefore, the entire facility must be evacuated and each area visually inspected to determine the cause of the alarm.

Subsequent to the Needs Assessment completed by Staff and On-line Consulting, the Fire Marshal conducted an annual inspection of the Juvenile Justice Center. As a result of the inspection, concerns have been raised regarding the adjoining administration building, which is currently connected to a separate panel. The panel must be continuously monitored due to the number of sprinkler heads installed in the building. The department has been directed by the Fire Marshal to resolve this issue.

Approval to Enter into a Contract with AVS Engineers Inc. for Architectural Design Services to Improve and Upgrade the Electronic Security and Fire Alarm and Services Systems at the Juvenile Justice Center  
Page 3

The doors and locks currently installed in housing units 3 and 4 are outdated and in need of replacement. The type of doors and locks in use are from the original construction of the facility and are deemed to be antiquated by today's standards. These doors and locking mechanisms require more frequent replacement due to the wear of repeatedly opening and closing the doors or from damage caused from juveniles hitting or kicking the doors. The County locksmith has notified the facility that the current locking mechanisms within units 3 and 4 are no longer being manufactured. There are currently 42 doors with the antiquated locking devices in units 3 and 4 combined. Once the locksmith utilizes all replacement parts on hand, individual cells with damaged or worn locking mechanisms will no longer be viable to house offenders. Staff recommends that the replacement of the doors and locks be studied as part of this project and be replaced if funds are available.

On November 6, 2007, the Board of Supervisors authorized staff to advertise for proposals for Design Services. Staff advertised in Trade Journals and in newspapers. Since this is a very specialized field, only two firms responded. Staff reviewed the proposals and deemed both firms qualified. A select team then interviewed the two firms, and as a result of the interview, believe that AVS Engineers, Inc., best fits the needs of the County on this project.

The cost of the agreement with AVS Engineers is for \$86,200. In addition, funds are available in the project budget for construction management services needed to guide this effort through design. Staff will return with plans and specifications to the Board of Supervisors prior to requesting the Board authorize the bidding the project.

It is estimated that the project will be ready for bidding in fall of 2008.

**POLICY ISSUES:**

The Board should determine if the recommended actions are consistent with the Board priority of A Safe Community as well as safety of the County staff working at the Juvenile Hall and detainees.

**STAFFING IMPACT:**

Existing Capital Projects and construction management staff will coordinate this project working directly with the Probation Department to deliver this phase of the Juvenile Hall security and fire alarm system design team.

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

**TRANSMITTAL**

**TO:** Daniel Leung  
 AVS Engineers, Inc.  
 20418 E. Walnut Drive, Unit 1C  
 Walnut, CA 91789

**SUBJECT:** Security and Fire Life Safety Systems at the Juvenile Justice Center **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 upgrading and improvements to the security and fire life safety systems at the Juvenile Justice Center to current code compliance.

**REMARKS:**

For your records.

2008 MAR 17 P 4:17  
 BOARD OF SUPERVISORS

*Note to Board: Approved by Board in Item B-3 on February 26, 2008..*

**COPIES:** Patricia Hill Thomas (Copy)  
 Liz King, Board (Original + Copy)  
 Lisa Sandoval, Auditor (Copy + Contract Cover Sheet & Original for Purchasing)  
 File AS 2.1.1 (13)  
 File CS 11.2

**SIGNED:** *Norma Baker*  
 Norma Baker

PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF STANISLAUS

And

AVS Engineers, Inc.

At 20418 E. Walnut Dr., Unit 1C

Walnut, California 91789

for

ARCHITECTURAL/ENGINEERING and RELATED  
PROFESSIONAL DESIGN SERVICES

for the

Juvenile Hall Fire Alarm/Electronic Security/Life Safety Systems Upgrade  
At 2215 Blue Gum, Modesto, California

BOARD OF SUPERVISORS  
2008 MAR 17 PM 4:46

This Agreement ("Agreement") is made and entered into on February 26, 2008, by and between the County of Stanislaus, located at 1010 Tenth Street, Modesto, CA 95354 ("County"), and AVS Engineers, Inc., located at 20418 E. Walnut Dr., Unit 1C, Walnut, CA 91789 ("Architect").

ARTICLE I

1. THE PROJECT DESCRIPTION

The project scope includes the upgrading and improvements to the security and fire life safety systems at the Juvenile Justice Center to current code compliance. Description detail is as defined in the "On Line Consulting Services" project report dated August 15, 2007. (See Exhibit A.)

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: Daniel Leung, Principal  
Architect Project Manager: Timothy Lincoln, PE

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

Detention Hardware: Hellmuth, Obata, Kassabaum, LP

## 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 80 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 100 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 60 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 315 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 315 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 \$467,000.

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 Eighty Six Thousand One Hundred Eighty Dollars (\$86,180) 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 Basic Services and ODC's:	\$27,475
Option 2, Construction Documents Option including Basic Services and ODC's:	\$31,400
Option 3, Bid Option including Basic Services and ODC's:	\$3,925
Option 4, Construction Administration Option including Basic Services and ODC's:	\$11,775
Close-Out, Basic Services and ODC's:	\$3,925
Added cost to create auto cad drawings:	\$2,680
As-builts/record documents: (Maximum Allowance)	\$5,000



Reimbursables (ODC's):

Included Above

TOTAL NOT TO EXCEED LUMP SUM

**\$86,180**

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/Stanislaus County areas. This definition will take precedence to others used in this agreement. Other provisions of this Agreement notwithstanding, all services performed under this Agreement shall be performed in a manner which meets this standard.

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

## 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 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 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:

7.6.1.1 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. .

7.6.2 Meetings:

7.6.2.1 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 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.

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

7.6.3 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.

7.6.4 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.

#### 7.6.5 Site Visit and Investigations

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

7.6.5.2 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.

#### 7.6.6 Recommendations on Required Additional Information

7.6.6.1 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.

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

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

#### 7.6.7 Deliverables

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

7.6.7.2 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 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" = 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 systems; and

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 Schematic / 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's approval written design criteria for systems to clearly show the characteristics and quality of environment and control they will provide. .

**7.6.8 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.

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

7.6.8.2 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.

7.6.8.3 Preliminary Estimate of Construction Costs and Schedule.

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

7.6.8.4 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 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.

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. 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, structure, electrical, mechanical, 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 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.

7.7.12.3 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.

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

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

7.7.12.6 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 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 one 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 reproduces 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:

16.2.1 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

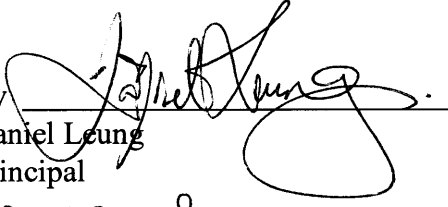
### 18. EXHIBITS

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

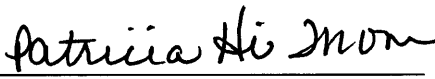
Exhibit A: Project Description  
Exhibit B: Project Schedule  
Exhibit C: AE Rates

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


AVS Engineers, Inc.  
DANIEL LEUNG  
Principal-in-Charge

By   
Daniel Leung  
Principal  
2-22-08

COUNTY OF STANISLAUS  
PATRICIA HILL THOMAS  
Project Manager

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

Juvenile Hall Fire Alarm/Electronic Security/Life Safety Systems Upgrade at 2215 Blue Gum Avenue, Modesto, California

Scope of Work: Per the attached "Attachment A - Description of Project and Scope of Work" as included in the project Request for Proposals.

Description: Per the attached "Attachment B - On Line Consulting Services" project report dated August 15, 2007.

Modification to Standard Contract: AVS Engineers Inc. to include a total of 5 site trips during the construction phase and to attend additional telephone conferences as requested by the Construction Manager.

## EXHIBIT B

### PROJECT SCHEDULE

Juvenile Hall Fire Alarm/Electronic Security/Life Safety Systems Upgrade at 2215 Blue Gum Avenue, Modesto, California

Schedule: As included in **ARTICLE III, Paragraph No. 3**

3.2 Schematic / Design Development Phase 1: The Architect shall complete the Schematic / Design Development phase within 80 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 100 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.

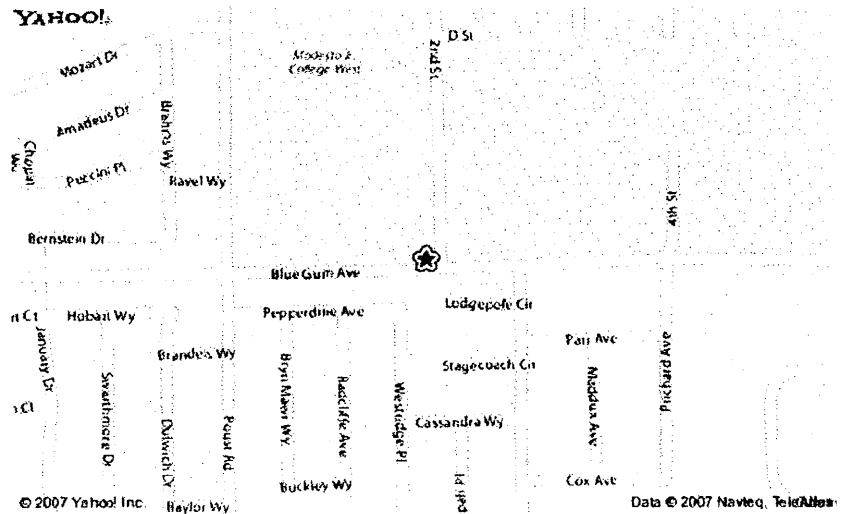
3.4 Bid Phase 3: The Architect shall complete the tasks required under the Bid Phase within 60 calendar days after receipt of County's written authorization to proceed unless otherwise agreed to by the County.

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 315 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 315 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.

# Security and Fire Alarm Systems Assessment And Preliminary Cost Estimate

## Stanislaus County Juvenile Hall

2215 Blue Gum Avenue  
Modesto, Ca 95358



Prepared By:



Security/Fire Alarm/Communications

388 17th Street, Suite 230  
Oakland, California 94612  
Contact:  
Ray Kolodziejczak  
(510) 268-8373

August 15, 2007

## **Stanislaus County Juvenile Hall**

### **Security and Fire Alarm Systems Assessment**

#### **PURPOSE AND INTENT**

The purpose of this document is to investigate the existing conditions of the security and fire alarm systems at the Stanislaus County Juvenile Hall and provide recommendations for replacement of those systems to improve system reliability and control room operator efficiency. This will create a more secure operational environment for the facility. The upgrade program will consist of replacement and or modification of existing control systems equipment, wiring and conduit infrastructure, and field devices (smoke detectors, intercoms, door locks, CCTV cameras, etc.). These elements are addressed in more detail as described below. A preliminary construction cost analysis accompanies the description of work.

#### **METHODOLOGY USED**

The Architect and Security Designer conducted preliminary meetings with the County to determine the functional condition of the existing security and fire alarm systems. Field visits were performed by On Line Consulting Services to investigate the physical condition of field devices, head-end equipment, and wiring. As-built documentation was reviewed and equipment cabinet locations were verified and identified during field visits.

#### **SECURITY SYSTEMS**

The original Juvenile Detention Facility was constructed in 1975-6; facility expansions were completed in 2000 and 2002. The security electronics and fire alarm systems currently in place include components installed at various times over the last 30 years. The facility is experiencing significant operational issues due to the mixed states and conditions of the various systems. The existing security electronics systems can be described as follows:

##### **SECURITY ELECTRONICS CONTROL INFRASTRUCTURE**

The present security electronics system infrastructure is located in three separate equipment rooms. These rooms each house a generation of control equipment for a specific phase of facility expansion; original construction, 2000 expansion, 2002 expansion.

The 2000 expansion included two housing units, a medical center, and a new Central Control Room. A new programmable logic controller (PLC) and CCTV matrix switcher was installed in a new security electronics room located off of the main expansion hallway. New security electronics devices were connected to this equipment and light-and-switch control panels with monitors were installed as an operator interface at Central Control. Housing units 5 and 6 are also equipped with control panels to operate the associated cell intercoms.

The security electronics devices controlling movement installed in the original construction are located in a security equipment closet located near booking. These devices were disconnected from the original relay-based control equipment and connected to the PLC controlling the security electronics equipment installed in the 2000 expansion using PLC expander modules. Wiring for cameras installed during the original construction was extended to the 2000 expansion security equipment closet and connected to a CCTV matrix switcher communicating via a data connection with the PLC in the 2000 expansion closet. The controls from the original control panel located in booking were relocated to the new control panels in Central Control. Some redundant controls for the original construction still

## **Stanislaus County Juvenile Hall**

### **Security and Fire Alarm Systems Assessment**

exist in the booking area. Housing units 2, 3, and 4 still maintain independent intercom systems within each housing unit.

Security electronics installed in the 2002 expansion are controlled by a proprietary door control and intercom system independent of the systems in the rest of the facility. A new independent control panel is located in central control to accommodate movement into housing units 7 and 8. Housing units 7 and 8 are also equipped with control panels to operate the associated cell doors and intercoms. Units 7 and 8 are the only units in the facility with electrified cell doors. Cameras for this construction are connected to the matrix switch located in the 2000 expansion control room and displayed on monitors in Central Control.

There is little confidence in the viability of the existing system. Over forty service related incidents were logged by staff between September 2006 and March 2007. Components from less essential portions of the system have been cannibalized in order to keep the more critical portions of the facility functional. The lack of as-built point-to-point wiring documentation has made it difficult to obtain consistent service in the facility. The current system maintenance provider is not providing updated as-built documentation with their current service. As more security electronics system modification occurs without documentation, the possibility for total system failure becomes more likely.

This facility houses in the neighborhood of 140-150 wards. A loss of security electronics controls would be catastrophic in a facility of this size. Staff would need to be increased to manually accomplish the inmate movement afforded by central control. Security within the facility would be greatly reduced because staff would be forced to carry keys to open doors. Safety risks to staff and inmates would increase. It would take many months to install replacement equipment following an equipment failure, leaving the facility to operate without critical security systems in the interim.

#### **WIRING AND CONDUIT**

The wiring infrastructure between the control equipment and field devices (intercoms, electric locks, CCTV cameras, etc.) appears to be in good condition and can be re-used. Raceway exists between the Central Security Equipment Room (2000 Expansion) and Original construction Security Equipment Room, and the Central Security Equipment Room and the 2002 expansion Security Equipment Room.

#### **CENTRAL CONTROL**

Central Control is currently staffed by a single operator responsible for controlling staff, ward, and visitor movement throughout the facility. Three separate light-and switch control panels, each controlling intercoms and doors from the three different phases of construction, are operated in central control. Quad screen view CCTV monitors are located above the control panels to provide staff camera views of the facility. There is no redundancy or duplicate control.

## **Stanislaus County Juvenile Hall**

### **Security and Fire Alarm Systems Assessment**

The arrangement of equipment, CCTV monitor displays, and controls is not ergonomic. Operators must reach above, in front of, and to either side of their seated location distances greater than three feet in order to operate required controls.

#### **HOUSING CONTROL**

Existing housing control unit control panels are located in units 5, 6, 7, and 8. In units 5 and 6 the control panels are currently located in the holding control room and control cell intercoms only. Control panels in units 7 & 8 are located at the unit housing control desk and intercoms and doors for each unit. A music input is located at each housing control desk and provides the ability to feed music into each cell via the intercom station.

#### **INTERCOM AND PAGING SYSTEM**

The existing cell intercom system controlled at Housing Control locations is functional. The audio for movement intercom stations at Central Control is not reliable and malfunctions on a regular basis.

Two hands-free, two-way intercom systems are located in the booking area. Although these intercom systems are installed correctly, the acoustics in the spaces where they are installed causes poor audio transmission from juveniles to staff.

#### **CCTV SYSTEM**

The existing CCTV system currently controls approximately 50 color cameras viewable on quad screen displays and by manual call-up on four separate monitors at Central Control. Automatic intercom station call-up of cameras originally operational when the system was first installed can no longer reliably be performed by control operators via the CCTV switcher. Without camera call-up, an operator must look for the camera view on one of the quad view monitors. This is inefficient and time consuming. In most modern systems, intercoms and camera views are automatically associated with door control to provide audio and visual contact with a remotely-controlled door before it is operated.

Preliminary investigation indicates existing camera locations do not provide the central control operator adequate views of all housing unit areas. The large recreation yard, booking, the multi-purpose room, the nurse's station, and the padded room at central control also have no camera coverage or inadequate camera coverage.

#### **DURESS ALARM SYSTEM**

The existing duress alarm system for probation staff is integrated into the handheld radio system. Activation of a trigger on a handheld radio worn by probation staff will alert the central control operator to a unique radio address identifying the staff in distress. Exact alarm location cannot be monitored by this system.

A wall-mounted duress button is located behind staff casework in the Nurses Station/Clinic area and is connected directly to the programmable logic controller. Although activation of this button will notify the central control operator of a duress situation in the Nurses area, its physical location on the wall makes it virtually unusable.



## **Stanislaus County Juvenile Hall**

### **Security and Fire Alarm Systems Assessment**

#### **FIRE ALARM SYSTEM**

There are two separate fire alarm systems in the Juvenile Detention Facility. The fire alarm system for the area of original construction is an outdated hard-wired fire alarm control panel. Many of the zones on the system are in a constant fault condition. The second system is an addressable fire alarm system and serves the 2000 and 2002 expansion areas. An alarm condition on either control panel will cause an alarm to annunciate on the other panel. Reset of the alarm condition requires a synchronized manual reset of both alarm control panels located in separate parts of the facility.

#### **RECOMMENDATION**

The recommendations of this project provide a twofold objective:

1. Provide a secure detention environment for staff and wards. This includes physical protection of staff from juveniles, juveniles from staff, and juveniles from other juveniles.
2. Provide a safe and efficient work environment for staff by providing a means for staff to easily communicate with staff and juveniles, and perform controlled movements of staff and juveniles through the facility.

#### **SECURITY ELECTRONICS**

##### **INFRASTRUCTURE UPGRADE**

The current security electronics systems have provided a viable means of accomplishing these tasks since the building began operation over thirty years ago. Although the existing systems in the original construction and 2000 expansion portions of the facility use industry standard programmable logic controllers, the lack of accurate wiring documentation for this system restricts maintenance. The system installed in the 2002 expansion portion of the facility is proprietary and replacement parts are not reliably available. It is recommended that the existing programmable logic controller system, CCTV matrix switcher and associated wiring installed in the original building and the 2000 expansion be completely documented. Field device wiring will be traced and point-to-point wiring diagrams will be created. Wiring will be labeled at both the device end and the control equipment termination location using a standardized labeling scheme. It is recommended that the proprietary security electronics in the 2002 expansion portion of the facility be demolished and replaced with an addition to the existing programmable logic controller system. The programmable logic controller systems use industry standard equipment to accomplish and streamline all of the tasks originally performed by the existing proprietary equipment. It also provides a means for easy expansion and future upgrade-ability.

The PLC will monitor door locks, door position switches, intercom stations, paging speakers, duress button alarms, CCTV camera switching, and alarm monitoring. The system will be modular and readily expandable throughout the facility.

The PLC system will be reprogrammed to provide integration of door and intercom functions into a single, ergonomic operator's control panel in Central Control. CCTV monitors quantities and locations will be reconfigured, and their positions will be user customizable. Activation of intercom stations will cause cameras monitoring the location of the station to be automatically displayed on CCTV monitors at the control location.

## **Stanislaus County Juvenile Hall**

### **Security and Fire Alarm Systems Assessment**

Architectural upgrades will consist of minor modification of casework in central control. No significant structural or mechanical work will be required.

New work will be coordinated with existing conditions and be phased to minimize disruption to the facility.

#### **OPERATOR CONTROL PANELS**

Operator control panels in Central Control will be replaced with a new control panel. Controls will be located and grouped to allow one operator ergonomic control of all movement functions currently operated by all panels in central control. Light-and-switch control panels or touch screen-based control panels will be used in Central Control.

New casework in central control will be installed with an emphasis on ergonomics. Control casework will be designed in such a way as to accommodate a better viewing angle for operator down the existing hallway. A wire management system will be incorporated into the casework. New work will be coordinated with existing conditions and be phased to minimize disruption to the facility.

#### **EXISTING DOOR LOCKS**

The existing door locks will be interfaced with the PLC system. Existing electric door locks and door position switches are generally in good condition and can be reused.

#### **INTERCOM SYSTEM**

Intercom stations are installed at movement doors that are remotely controlled. The existing intercom stations are generally in good condition and can be retained, controlled by the new electronic system. Intercom station wiring appears to be acceptable and can be retained. Duress buttons located in the medical area will be monitored by the PLC system. Intercom system amplifiers are failing and will be replaced and integrated with the PLC control system.

*Option 1:* As an option, the intercom systems in housing units 2, 3, and 4 can be integrated into the programmable logic controller system. The existing intercom systems will be demolished. Intercom wiring will be extended to the original construction security equipment closet. New intercom control panels will be installed in the associated housing units.

The hands-free intercom stations in booking should be replaced with two-way push to talk intercoms. These types of stations will allow staff to control the audio talk path and provide more reliable transmission of audio from the juvenile to staff.

**CLOSED CIRCUIT TELEVISION** Cameras view movement doors and other areas. Operators in Central Control do not have reliable automatic camera call-up on the Central Control Monitors. This project reprograms the existing camera switching equipment with the PLC system to activate camera call-up when intercom stations are activated to request door opening. This allows operators to quickly determine who is requesting access prior to

## Stanislaus County Juvenile Hall

### Security and Fire Alarm Systems Assessment

granting it before remotely opening controlled doors. Six new fixed-view cameras should be installed in the large exercise yard area. Two pan-tilt-zoom cameras should be installed in the exterior yards to allow the Central Control Operator to actively monitor activity.

Existing cameras in housing units 2-8 should be demolished. Two new cameras should be located in each housing unit to provide complete camera coverage for each unit. New cameras should be located in unit 5-8 classrooms. New cameras should be installed in the unit 2 and unit 7/8 recreation yards. New cameras should also be installed to provide complete area coverage in

booking, the multi-purpose room, the nurse's station, and the hallway to the padded room at central control.

The camera viewing the police entry gate should be relocated closer to the gate to provide a more acceptable view of drivers requesting entry into the vehicle sallyport.

All other existing camera wiring, cameras, and camera housings will be reused.

*Option:* As an option, existing cameras and housings can be replaced with new CCTV cameras and housings. A per unit cost has been included in the Cost Analysis portion of this assessment or this option. Existing wiring will be reused at these locations.

*Option 2:* As an option, cameras can be located in the courtroom hallway and at the Judges' entrance and recorded for investigative purposes. A total of three cameras should be provided at this location.

A network-based digital video recording system will be installed to record all cameras on the premises. The digital video recorders will be connected to the facility network to allow review of recorded camera video from a remote computer station connected to the network

#### **DURESS ALARM SYSTEM AND "MAN DOWN" SYSTEM**

The existing duress alarm button in the Nurses Station/Clinic should be relocated to a usable location.

There are four basic options for installing a "Man Down" system in this type of facility. The most reliable and cost-effective solution is to provide wall-mounted duress alarm buttons connected directly to the programmable logic controller throughout the facility. These buttons can be programmed to annunciate and provide automatic camera call-up at the central control operator's location. Activation of these types of buttons will provide annunciation with near 100% reliability. The disadvantage to this type of system is that staff in duress must be in close proximity to the duress buttons to activate them. A system of this type has an estimated cost of \$1,500 per duress button location.

Another reliable and cost-effective solution for providing a facility-wide "Man Down" system is to upgrade the existing handheld radio system. In addition to having a duress alarm switch, the handheld radios can be equipped with a mercury switch to cause an alarm when the radio is in a horizontal position for more than 20 seconds. The radios can be programmed to automatically open an audio talk path over the radio system allowing the staff in distress to audibly signal location. This type of system is reliable in all areas of the facility where there is existing radio

## Stanislaus County Juvenile Hall

### Security and Fire Alarm Systems Assessment

coverage. The disadvantages of this type of system are that exact duress location in the facility cannot be automatically annunciated, and opening a talk path or the staff in duress eliminates the possibility of radio traffic on the channel in alarm. A system of this type has an estimated cost of \$1,500 per radio.

A third "Man Down" system solution is a combination infrared/radio frequency-based system. An upgrade to this type of system would require staff to wear a uniquely identified, wireless duress alarm button/locator. This device contains smart electronics to obtain building location information from infrared transmitters located at each doorway in the facility. Crossing through a doorway automatically updates location information to the staff-worn device. The staff-worn device then transmits location information via radio frequency (900 MHz) to receiver antennas located throughout the facility. The location information for all belt mounted devices can be tracked in real-time via software installed on a computer workstation. Activation of a duress alarm from the staff-worn device will automatically annunciate at the computer workstation. Although these systems have been installed in many facilities, their reliability for tracking staff is questionable when more than fifty simultaneous staff-worn devices are in use. Also, because location information is transmitted to the staff-worn device from an infrared transmitter at the door locations, direct line-of-sight transmission is required. This means if staff is carrying something, or wearing clothing that blocks the direct line-of-sight view to the infrared transmitter when walking through a door, there is the possibility that location information will not be updated to the staff-worn device and, in turn, the wrong location information will be broadcast from the staff-worn device to the radio frequency antenna and the computer workstation. A system of this type should be considered 90% reliable and has an estimated cost of \$200,000-\$300,000 for a facility of this size.

The fourth type of "Man Down" system is similar to the previous solution. A uniquely identified, wireless duress button/locator is worn by staff. This locator transmits the identifier information to radio frequency/infrared receivers located in each room of the facility. Each receiver is programmed with a unique identifier for its location. These devices communicate their location and any staff locators in their vicinity to control equipment which can annunciate staff location and/or duress alarms via a computer-based workstation. The main disadvantage to this type of system is that when the staff worn transmitter transmits its identification information, it can be received by multiple receivers in different rooms. This can lead to improper staff location identification at the computer workstation. A system of this type should be considered 90% reliable. This system has an estimated cost of \$150,000-\$200,000 for a facility of this size.

Reliability is an important factor when selecting a "Man Down" system. If a system provides incorrect information, or is latent in transmission of information staff confidence in the system will rapidly decline. For this reason, it is recommended that this facility upgrade its existing hands-free radio system to include mercury switches and provide an automatic open talk path when an alarm is activated. Wall mounted duress buttons can be located in areas of the facility where radio transmission is weak or where more acute coverage is required.

#### **COURTROOM DURESS ALARM**

*Option:* As an option to provide probation staff audible and visible notification of Duress Alarm events in the courtrooms, hard wired duress alarms can be installed at the judge's desk, the clerk's

## **Stanislaus County Juvenile Hall**

### **Security and Fire Alarm Systems Assessment**

desk, and the bailiff's station. These devices can be connected to the Juvenile Hall security system for annunciation at central control. A camera can be installed in the courtroom and programmed with alarm-based camera call-up to provide visual notification of any alarm events. The estimated cost for this type of system is \$9,500 per courtroom.

#### **EXISTING DEVICES TO BE REUSED**

Except as noted in this narrative, this project assumes that existing security system field devices (locks, door position switches, intercoms, etc.) and their associated conduit and wiring are in good operating condition and will be reused. Locks and door position switches are industry standard and are compatible with the recommended control equipment. The County is responsible for maintaining this equipment in good working order.

#### **FIRE ALARM SYSTEM**

It is recommended that the existing fire alarm system in the original construction area be replaced in its entirety. A new fire alarm system transponder will be installed and connected via communication network to the fire alarm system servicing the rest of the facility. This may require the installation of additional devices in the original construction area to achieve compliance with current fire alarm code.

#### **IMPLEMENTATION**

The security program objectives and budget should be carefully reviewed and modified by the project team to ensure that the new systems installed will provide better functionality, maintainability, ease of operator use, and the ability to be easily upgraded or modified in the future. Upon approval of these, development of project documents will commence. Floor plan layouts, block diagrams, details, schedules and specifications will be created by the architect and security designer to verbally and graphically represent the ideas expressed in the design narrative and compel a contractor to install the security electronics systems as designed.

The budget will be further refined and become more accurate in its representation of estimated costs for the project and a preliminary construction schedule will be developed showing general project phasing and an estimated number of days for project completion. These documents will be used as a basis from where the project will be publicly bid. Upon award of a contract to a successful bidding contractor, a detailed construction schedule will be developed fully describing drawing and submittal production and approval, equipment procurement, phasing, and project completion.

During project construction, it is likely that the phasing schedule developed by the contractor will involve the evacuation of inmates from individual housing units for extended periods of time. Construction required for casework and control panel upgrades in Central Control will require that staff lose some system functionality during installation. Portions of the intercom, door control, and CCTV systems will be non-functional during system cut-over and facility will need to provide required staff to ensure safety during these periods of time. After the project has

## **Stanislaus County Juvenile Hall**

### **Security and Fire Alarm Systems Assessment**

been awarded to a successful contractor, the phasing scheme can be coordinated with the owner to minimize impact to the facility.

It is vitally important to realize that this is an existing working system that is being upgraded. Although the contractor will try to ensure that all precautions are taken to keep the system running during the upgrade, there always remains the possibility that during construction, significant portions of the security electronics systems may fail completely due to contractor error or another means. Staff must have a contingency plan ready for such an occasion.

## Stanislaus County Juvenile Hall

### Security and Fire Alarm Systems Assessment

#### COST ANALYSIS

##### \$63,825 Infrastructure Upgrade

Document Existing PLC System, Upgrade Proprietary Electronics for Units 7 & 8 to PLC Based System. Update Central Control. Connect to door locks, door position switches, intercom stations, and other security systems. Install data communications from the main PLC to remote PLC locations.

Item	Unit Cost	Quantity	Total
Existing PLC System Documentation	\$15,000	Lot	\$15,000
Existing Proprietary System Documentation	\$2,500	Lot	\$2,500
Existing CCTV Matrix Switch Documentation	\$7,500	lot	\$7,500
NEW PLC for Units 7 and 8	\$12,500	Lot	\$12,500
Reprogram PLC	\$5,000	Lot	\$5,000
Reprogram Matrix Switch	\$3,000	Lot	\$3,000
Proprietary System Demolition	\$2,000	Lot	\$2,000
Shop drawings, As-Builts, Tests	\$8,000	Lot	\$8,000
Contingency 15%			\$8,325
		<i>Total</i>	\$63,825

##### \$23,575 Operator Control Panels

Upgrade Operator Control Panels and Monitors in Central Control.

Item	Unit Cost	Quantity	Total
New Central Control Panel	\$8,000	Lot	\$8,000
New Monitors in Central Control	\$1,500	4	\$6,000
New Casework	\$4,000	Lot	\$4,000
Existing Control Panel and Casework Demolition	\$1,500	Lot	\$1,500
Shop drawings, tests	\$1,000	Lot	\$1,000
Contingency 15%		Lot	\$3,075
		<i>Total</i>	\$23,575

##### \$13,225 Upgrade Intercom System

The intercom/paging system headend will be replaced with a new intercom/paging control system integrated with the PLC. Existing intercom stations will be maintained in operation, connected to the new control system. Provide new two-way intercom systems in Booking.

Item	Unit Cost	Quantity	Total
Provide New Intercom System Amplifiers	\$7,500	Lot	\$7,500
Provide New Two-Way Intercoms in Booking	\$2,000	2	\$4,000
Contingency 15%		Lot	\$1,725
		<i>Total</i>	\$13,225

**Stanislaus County Juvenile Hall**

**Security and Fire Alarm Systems Assessment**

**\$28,750 Upgrade Housing Intercom Systems – Option 1**

Integrate housing 2, 3, and 4 intercoms with PLC system. Provide new Control Panels.

Item	Unit Cost	Quantity	Total
Connect Existing Intercom System to PLC	\$2,000	4	\$8,000
Provide New Intercom System Amplifiers	\$1,500	4	\$6,000
Provide New Control Panels	\$2,500	4	\$10,000
Shop drawings, tests	\$1,000	Lot	\$1,000
Contingency 15%		Lot	\$3,750
		<i>Total</i>	\$28,750

**\$303,025 Upgrade CCTV System**

Provide new cameras at Large Exercise Yard, Housing Units 2-8, and other locations. Provide network-based video recording of all facility cameras.

Item	Unit Cost	Quantity	Total
Upgrade Existing CCTV Matrix Switch	\$30,000	Lot	\$30,000
Provide New Fixed-Position Camera in Large Yard	\$4,000	6	\$24,000
Provide New Pan-Tilt-Zoom Camera in Large Yard	\$6,000	2	\$12,000
Provide Two Cameras in Each Housing Unit	\$4,000	14	\$56,000
Provide New Fixed-Position Camera in Other Areas	\$4,000	14	\$56,000
Provide New Digital Video Recording Device	\$15,000	5	\$75,000
Modify CCTV Matrix Switch for Through Outputs	\$1,000	8	\$8,000
Relocate Police entry Camera	\$2,500	lot	\$2,500
Contingency 15%		Lot	\$39,525
		<i>Total</i>	\$303,025

*Option:* Existing CCTV cameras and housings can be replaced with new CCTV cameras w/integrated housing for \$1,500 per camera.

**\$13,800 Court Hallway and Judges' Hallway CCTV Cameras – Option 2**

Provide new cameras at Court Hallway and Judges' entry

Item	Unit Cost	Quantity	Total
Provide Court Hallway and Judge's Entry Cameras	\$4,000	3	\$12,000
Contingency 15%		Lot	\$1,800
		<i>Total</i>	\$13,800

**TBD Duress Alarm and "Man Down" System**

Provide wall-mounted duress alarm buttons - \$1,500 per button.

Upgrade existing radios - \$1,500 per radio.



## Stanislaus County Juvenile Hall

### Security and Fire Alarm Systems Assessment

#### \$ 101,200 Upgrade Fire Alarm System in Original Construction Area

Replace Existing Original construction Area Fire Alarm System with a Code Compliant Fire alarm System Integrated with the Housing Unit 5, 6, 7, and 8 fire alarm system. This upgrade will require an upgrade of the 2000 and 2002 construction area fire alarm system firmware.

<b>Item</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Total</b>
Provide New Fire Alarm Control Panel	\$20,000	1	\$20,000
New Code Compliant Fire Alarm Devices	\$1,000	60	\$60,000
Existing System Upgrade	\$3,000	Lot	\$3,000
Demolition	\$5,000	Lot	\$5,000
Contingency 15%		Lot	\$13,200
		<i>Total</i>	<i>\$101,200</i>

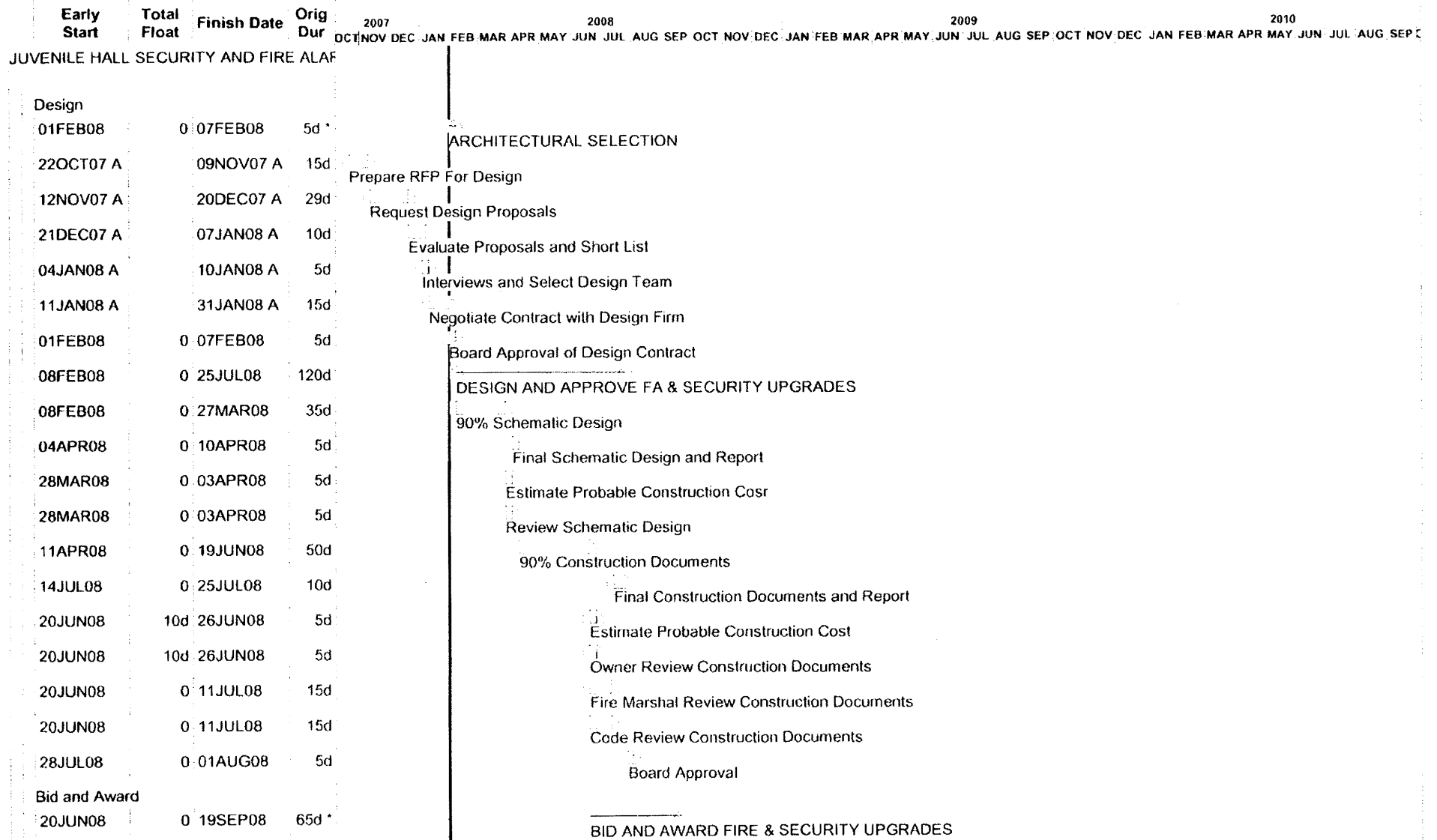
**Stanislaus County Juvenile Hall**

**Security and Fire Alarm Systems Assessment**

**BUDGET WORKSHEET**

Program Item	Total of Work Base	Total of Base Work + Option 1	Total of Base Work + Option 2	Total of Base Work + Option 1&2
Infrastructure Upgrade	\$63,825	\$63,825	\$63,825	\$63,825
Operator Control Panels	\$23,575	\$23,575	\$23,575	\$23,575
Upgrade Intercom System	\$13,225	\$13,225	\$13,225	\$13,225
Upgrade Housing Intercom System - Option 1		\$28,750		\$28,750
Upgrade CCTV System	\$303,025	\$303,025	\$303,025	\$303,025
Court Hallway and Judges's Entry Cameras Option 2			\$13,800	\$13,800
Upgrade Fire Alarm System in Original Construction Area	\$101,200	\$101,200	\$101,200	\$101,200
<b>Construction Subtotal</b>	<b>\$504,850</b>	<b>\$533,600</b>	<b>\$518,650</b>	<b>\$547,400</b>
Construction Contingency @ 12%	\$60,582	\$64,032	\$62,238	\$65,688
Permits and Bidding Advertisement @ 4%	\$20,194	\$21,344	\$20,746	\$21,896
Design and Construction Administration Fees	\$60,582	\$64,032	\$62,238	\$65,688
County Administration	\$30,291	\$32,016	\$31,119	\$32,844
<b>Total Project Cost</b>	<b>\$676,499</b>	<b>\$715,024</b>	<b>\$694,991</b>	<b>\$733,516</b>

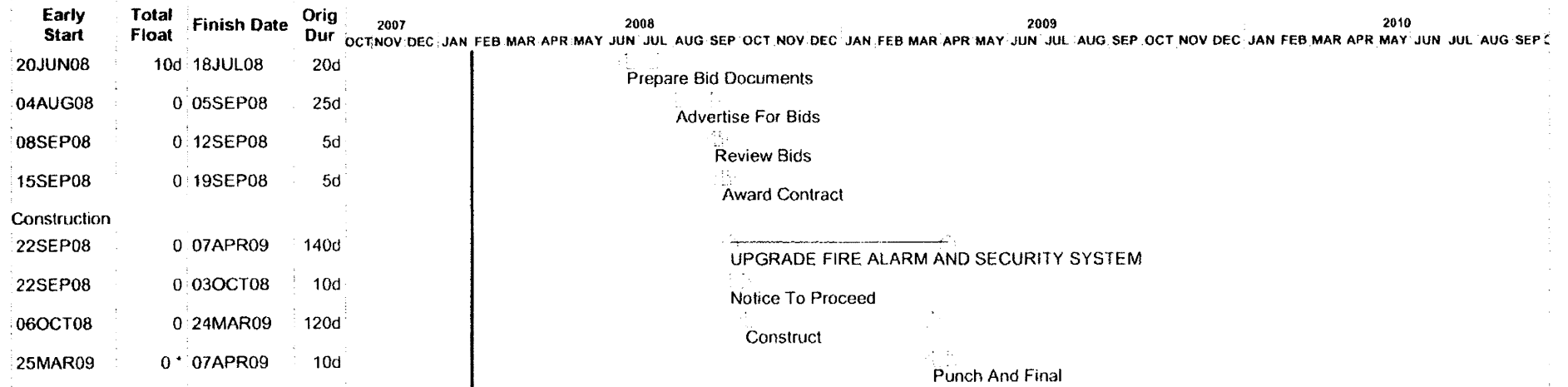
Construction cost estimates include contractor overhead and profit, permits, and loss-of-efficiency factor for work in a detention environment.



Start date 15OCT07  
 Finish date 07MAY12  
 Data date 01FEB08  
 Run date 14FEB08  
 Page number 1A  
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**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 07MAY12  
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**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

**AVS Engineers, Inc.**

	<b>2008</b>	<b>2009</b>	<b>2010</b>	
<b>Labor</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	
Principal/Project Manager	\$ 145.00	\$ 152	\$ 160	per hour
Senior Engineer	\$ 131.00	\$ 138	\$ 144	per hour
Systems Engineer	\$ 116.00	\$ 122	\$ 128	per hour
Senior Designer	\$ 97.00	\$ 102	\$ 107	per hour
Designer/Technician	\$ 84.00	\$ 88	\$ 93	per hour
Administrative	\$ 68.00	\$ 71	\$ 75	per hour
<b>Reimbursable Expenses</b>				
Air fare	\$ 250.00	\$ 250.00	\$ 250.00	per trip
Lodging	\$ 95.00	\$ 95.00	\$ 95.00	per night
Rental car	\$ 65.00	\$ 65.00	\$ 65.00	per day
Meals	\$ 50.00	\$ 50.00	\$ 50.00	per day
Telephone/Fax	Included	Included	Included	
Mileage	\$ 0.500	\$ 0.500	\$ 0.500	per mile
Mails & delivery	actuals	actuals	actuals	
Plotting & reproduction	actuals	actuals	actuals	
Markup on expenses	0%	0%	0%	

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

BOARD OF SUPERVISORS **TRANSMITTAL**

2008 MAR 17 A 11:09

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

**SUBJECT: STANISLAUS COUNTY PROJECTS**

**DATE: 3/13/2008**

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	2/26/08	Fully-executed Work Authorization No. 15 for the Juve Hall FA/ES/LS Systems Upgrade Project.

**REMARKS:**

For your records.

**Note to Board:** WA No. 15 Approved by the Board on February 26, 2008, Item B-3.

COPIES: Patricia Hill Thomas (Copy)  
Mark Loeser (Copy)  
Liz King, Board (Original + Copy)  
Lisa Sandoval, Auditor (Original + Copy)  
File X 2.1.1 (1397)  
File X 5.6.2  
File AS 5.2.1

SIGNED:   
Teresa Vander Veen

**PHEMISTER CONSTRUCTION MANAGEMENT, INC.**

**WORK AUTHORIZATION NO. 15  
FOR SPECIAL SERVICES  
JUVENILE HALL FIRE ALARM / ELECTRONIC SECURITY /  
LIFE SAFETY SYSTEMS UPGRADE PROJECT, MODESTO**

1. This Work Authorization No. 15 is entered into effective February 26, 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 25, 2008 to May 31, 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 26, 2008, Item B-3.

8. NOT TO EXCEED: \$19,260.00

TOTAL: \$19,260.00 (Work Authorization 15)  
\$19,260.00

Dated: February 26, 2008

Patricia Hiron  
Stanislaus County

[Signature]  
Phemister Construction Management, Inc.