

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

DEPT: Chief Executive Office

BOARD AGENDA # \*B-10

Urgent  Routine

AGENDA DATE January 12, 2010

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award a Contract for Professional Architectural Design Services for the Development of Plans and Specifications for the Construction of a New Juvenile Commitment Facility to Lionakis of Sacramento, California

STAFF RECOMMENDATIONS:

1. Approval to award a contract for professional architectural design services for the development of plans and specifications for the construction of a new Juvenile Commitment Facility to Lionakis of Sacramento, California for the lump sum amount not to exceed \$1,867,336 for the first phase of design.
2. Authorize the Project Manager to issue a Notice to Proceed with schematic design, contingent upon receipt of proper insurance and bonds.
3. Authorize the Project Manager to negotiate and sign contracts and work authorizations necessary to manage the schematic design phase including construction management, professional services, and other project related costs consistent with the previously approved project budget.

FISCAL IMPACT:

On March 31, 2009, the Board of Supervisors acknowledged an award of \$18 million from the State of California Corrections Standards Authority (CSA) and directed staff to negotiate a contract with the State to build a Juvenile Youth Treatment Facility (YTF) with funds under the Department of Corrections 2007 Local Youthful Offender Rehabilitative Construction Funding (SB-81). At that time, the Board also authorized the Chief Executive Office to issue a Requests for Proposals (RFP) for professional services such as Architect, Survey, Soils Engineer, Phase I Environmental Review and the required Property.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-016

On motion of Supervisor Monteith, Seconded by Supervisor DeMartini

and approved by the following vote,

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

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.

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**FISCAL IMPACT: (Continued)**

The projected cost for the new Juvenile Youth Treatment Facility is estimated at \$24,051,450. In order to be eligible for the \$18 million in State grant funding a minimum cash match of 5% and an in kind match no greater than 20% is required for medium sized counties. In the County's application for grant funding the County has estimated a cash match of up to \$3,599,650. The in kind match is estimated to be \$2,451,800 for a total match of \$6,051,450. Of the \$3,599,650 in estimated cash match the Board of Supervisors has already approved \$2,424,724 in funding for the project from two sources. These are \$1.725 million in Public Facility Fees (PFF) and \$699,724 in Youthful Offender Block Grant funds. Another \$300,276 is available to transfer from the Youthful Offender Block Grant when needed for the project. It is planned that the additional up to \$874,650 needed for the cash-match will be allocated from additional Youthful Offender Block Grant Funds received in Fiscal Year 2009-2010 and from excess funding in Fiscal Year 2009-2010 for costs associated with sending juvenile detainees to the California Youth Authority. Staff will return to the Board of Supervisors incremental approval of the project budget and design.

In-kind match will come from the value of the land, County administration of the project and transition planning for the new facility. In the County's original application for grant funding the County estimated the value of the land at \$100,000 an acre. At that time it was projected that the facility would occupy 7.75 acres. At the completion of programming it was recommended that 3.7 acres be used for the first phase of the project. A recent appraisal conducted by Codgill & Giomi, Inc. appraised the value of the land at \$1,775,000. While the final value of the land will be determined by an appraisal completed by the State Public Works Board it is now projected that the value of the land will be a significant portion of the in-kind match required for the project.

To date there has been \$237,899 of the already approved funds expended for the cost of the needs assessment, construction and project management, and the environmental impact review. There is now \$2,186,825 in previously approved funds remaining for the project through the completion of the design phase.

At this time, the Chief Executive Office is returning to the Board to recommend the selection of the Lionakis, Architectural Corporation for professional architectural design services for a total amount not to exceed \$1,867,336 for the full contract amount through completion of the project. The contract is divided into five phases of design for the architectural contract. The Project Team is recommending approval to proceed with the phase for schematic design at this time within the previously approved project budget.

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The total compensation to the consultant for each phase is outlined below:

Option 1, Schematic Design	<u>\$ 307,680</u>
Option 2, Design Development	<u>\$ 484,370</u>
Option 3, Construction Documents	<u>\$ 629,400</u>
Option 4 Bid	<u>\$ 52,680</u>
Option 5, Construction Administration	<u>\$ 393,206</u>
TOTAL ALL FIVE PHASES	<u>\$1,867,336</u>

The total cost of the schematic phase is \$434,242. This includes \$307,680 for the schematic design, \$45,748 for management services, \$15,000 for legal fees, \$65,814 for publication and legal notices, printing, mailing and office supplies, and other project related costs.

The contract requires the Architect to proceed with the next phase of design only with the prior written approval of the Project Manager and contingent upon the design's estimated cost meeting the Project Budget. The contract authorizes the County to terminate the agreement at any time in the event the State can no longer fund their portion of the project.

Staff recommends continuing to move forward with the project even with the ongoing fiscal concerns at the State level. The financing mechanism used to fund state public works projects such as the commitment facility, or other public works projects such as bridges and buildings is a blend of short term interim financing of the project using funds from the state's pooled money investment account and long term lease revenue bond financing.

The projects financed in this manner are approved by the State Public Works Board. As projects move through the process the Public Works Board works with the local agencies to ensure that the project meets all criteria for ultimate financing once completed. The final approval from the Public Works Board does not occur until sufficient money to fund the project is available in the pooled money investment account. If the bond market is insufficient to provide financing to projects as they leave the short term pooled money financing, then new projects will not be approved to proceed to construction. The subsequent sale of bonds for the finished projects is critical to the continued short term financing of the future projects such as the Youth Treatment Facility.

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The opportunity to build a facility that is so needed in our community has come at a very difficult time in County government. Yet even though we are in unprecedented fiscally challenging times the ability to construct a new \$24 million 60 bed Commitment Facility with a County contribution estimated at \$6 million is so significant of an opportunity for the County to not move forward. As the project progresses all funding decisions will be brought to the Board of Supervisors at each phase of the project for consideration and review.

**DISCUSSION:**

**Background**

On June 3, 2008 the Board of Supervisors accepted a newly revised and completed Needs Assessment for Juvenile Detention Facilities prepared by TRG Consulting and authorized staff to develop an overall implementation strategy which included the development of a project management plan, funding options, and professional programming services for a Juvenile Commitment Facility.

On December 16, 2008, the Board of Supervisors authorized staff to prepare and submit an application for funding under the Department of Corrections 2007 Local Youthful Offender Rehabilitative Facility Construction Funding Program (SB-81). On January 27, 2009 the Board adopted a Board of Supervisor Resolution for the Application to the State of California for the 2007 Local Youthful Offender Rehabilitative Facility Construction Funding Program for the Stanislaus County Juvenile Justice Center Expansion Project. This resolution included site assurances for the property the facility was to be constructed on as required per SB-81.

On March 31, 2009 the Board of Supervisors acknowledged the award for up to \$18 million from the State of California, Corrections Standards Authority and directed County staff to negotiate a contract with the State to build the Juvenile Youth Treatment Facility (YTF) with funds under the Department of Corrections 2007 Local Youthful Offender Rehabilitative Facility Construction Funding Program (SB-81). At this time the Board also authorized the release of Requests for Proposals (RFP's) for professional services such as Architect, Surveyor, Soils Engineer, Phase I Environmental and the required Property Appraisal. At that time the Board of Supervisors also approved the Juvenile Justice Facilities Master Plan created as collaboration between the Chief Executive Office, Probation Department, and consultant, Daniel C. Smith & Associates, Inc.

The plan recommends Stanislaus County construct 94,269 gross square feet of new juvenile detention housing, educational, and support facilities, developed in three phases over the next 25 years. It is recommended that this new development occur on the existing Juvenile Justice Center site, located 2215 Blue Gum Avenue, in Modesto. This planned increase in building space, when combined with the existing Juvenile Hall

facilities that would be retained, would result in 157,703 gross square feet of juvenile detention related facilities.

In Phase 1 of the project the SB-81 Commitment Facility would be completed. This phase would entail the development an entirely new Youth Treatment Facility (YTF) that would house only court-committed juveniles. The new facility would be developed at the existing Juvenile Justice Center site on county-owned vacant land that would be leased to the state for the next 30 years. At the end of that period, the State would transfer control of the facilities and designated land to the County. The 60-bed treatment facility would be comprised of two 30-bed living units, that would share a recreation yard and common support areas; a kitchen sized to serve the proposed new Youth Treatment Facility, the existing Juvenile Hall, and a culinary arts program; multipurpose space; and, several Youth Treatment Facility-dedicated support components, including an administrative area, visitor processing area, general storage areas, a service delivery loading dock, and dedicated public and staff parking areas.

### **Architect Selection**

On June 8, 2009, a total of eleven proposals were received from the following Design Teams:

- Bahr Architects, Inc. of San Francisco, California
- Lionakis of Sacramento and Modesto, California
- HMC Architects of Ontario, California
- The Design Partnership, LLP of San Francisco, California
- Nestor + Gaffney, LLP of Santa Ana, California
- MVE Institutional, Inc. of Oakland, California
- LRS Architecture of Portland, Oregon and TRG Consulting, Inc. of Rancho Mirage, California
- Kaplan, McLaughlin and Diaz of San Francisco
- California, Rosser International, Inc. of Atlanta, Georgia
- DLR Group of Sacramento, California
- Nacht & Lewis of Sacramento, California

A shortlist team comprised of staff from the Chief Executive Office Capital Projects and Probation Department conducted a thorough review and rated all proposals, making recommendations for final consideration.

An interview team comprised of staff from the Chief Executive Office Capital Projects and Probation Department interviewed the seven finalists:

- Lionakis of Sacramento and Modesto, California
- The Design Partnership of San Francisco, California
- Nacht & Lewis of Sacramento, California
- Nestor + Gaffney of Santa Ana, California
- Kaplan, McLaughlin and Diaz of San Francisco, California
- DLR Group of Sacramento, California
- Bahr Architects, Inc. of San Francisco, California

Based on the interviews, the following three firms were selected to return in a round of final interviews: Lionakis of Sacramento, California, Nacht and Lewis of Sacramento, California, and Bahr Architects of San Francisco, California.

Members of the evaluation team visited the top ranked firms, inspected representative projects, and checked references. The evaluation team then conducted further interviews with the top ranked firms before rating Lionakis as the firm whose qualifications most meet the needs of the County for this project. The Lionakis team has extensive experience in Juvenile Justice Projects and also has a local office in Modesto, which will facilitate successful project delivery.

### **Real Estate Due Diligence**

An early requirement by the State is a Real Estate Due Diligence to ensure there are no encumbrances upon the property. Associated Engineering of Modesto, selected through an RFP process, surveyed the site and prepared a title exceptions map disclosing no encumbrances. Staff also reviewed the Assessor Parcel map. No encumbrances were found. The due diligence was completed and transmitted to the State on September 14, 2009.

Cogdill & Giomi of Modesto, also selected through an RFP process, appraised the property as part of the due diligence process. The property appraised for \$1,775,000 and will be used as part of the in-kind match for the grant.

### **Environmental Review**

M. J. Kloberdanz and Associates, of Modesto, contracted with the County to perform a Phase 1 Environmental review of the property. The Phase 1 review disclosed that the property was near the former Army Hospital. Upon the recommendation of M. J. Kloberdanz and Associates, staff elected to proceed with a phase 2 Environmental review. Phase 2 consisted of drilling test holes on and near the site to find any evidence of underground contamination. No evidence of underground contamination was found.

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**Soil Testing**

Krazan and Associates of Modesto, selected through an RFP process, contracted with the County to do soil borings on and near the site and to prepare a Geotechnical Report. The soil borings show the soil can support the new facility and provides information for the Architectural team to design the foundations and structure.

**Contract with the Architect**

The contract with the State requires the County to use the design-bid-build project delivery system with a single General Contractor. The State also requires the County to obtain State review of the design at the Schematic, Design Development, and Construction Document level phase. The State requires at least 30 calendar days for each of the reviews. The contract with the Architect includes the same provisions. The contract also requires the Architect to proceed with the next phase of design only with the prior written approval of the Project Manager and contingent upon the design's estimated cost meeting the Project Budget. The contract authorizes the County to terminate the agreement at any time in the event the State can no longer fund their portion of the project.

Staff estimates the next phase of design, the schematic design phase, will take a minimum of 4 months to complete including the State review. Staff will return to the Board for approval and authorization to proceed to the next phase.

**POLICY ISSUES:**

The Board should consider whether approval of this contract for architectural design services for the Juvenile Commitment Facility are consistent with the Board's stated priorities of *A safe community* and the *Efficient delivery of public services*.

**STAFFING IMPACT:**

The County anticipates substantial review and interaction with the Probation Department, Chief Executive Office Capital Projects, State of California, which will be accomplished with existing project staff, and staff from the Lionakis Design Team.

## PROFESSIONAL SERVICES AGREEMENT

This Agreement for **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and **Lionakis** ("Consultant"), on January 12, 2010.

### Introduction

WHEREAS, the County has a need for professional services relating to the ARCHITECTURAL DESIGN of the **Juvenile Hall Commitment Center**; and

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

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

### Terms and Conditions

#### **1. Scope of Work**

1.1 Services: The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, such those services and work set forth in **Appendix A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof, as are approved by County on a phase by phase basis.

1.2 Ownership of Records: Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, electronic data, and renderings prepared by or under the direction and control of the Consultant ("A-E Documents"). These A-E Documents and copyright shall be the property of the County. The Consultant may retain copies of A-E Documents for its records. County agrees to indemnify, defend and hold Consultant harmless from and against any claims, costs, losses and damages resulting from the County's reuse or misuse of such documents. The County acknowledges that this provision shall not be construed so as to preclude the consultant from future use of standard construction details and specifications which are common to the profession and not unique to the project.

1.3 Schedule: Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with the provisions of paragraph 2, schedule of services and scheduling Appendix A, and with the Master Schedule set forth in **Appendix B (Schedule)**.

1.4 Laws: The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and avers that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 Subconsultants: If the Consultant deems it appropriate to employ a subconsultant in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment.



**2. Compensation**

2.1 Total Compensation: The total compensation to the Consultant for each optional phase shall be calculated on a lump sum basis. Payment shall be made as specified in section 2.3. Architect shall submit monthly statements.

Option 1, Schematic Design Option including Basic Services and ODC's:	\$ 307,680
Option 2, Design Development Option including Basic Services and ODC's:	\$ 484,370
Option 3, Construction Documents Option including Basic Services and ODC's:	\$ 629,400
Option 4 Bid Option including Basic Services and ODC's:	\$ 52,680
Option 5, Construction Administration Option Including Basic Services and ODC's:	\$ <u>393,206</u>
<b>TOTAL ALL FIVE PHASES</b>	<b>\$1,867,336</b>

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

2.3 Monthly Statements: Consultant shall provide County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.

2.3.1 Retention: County shall pay the Consultant for services rendered in an amount not to exceed the option totals set forth in Section 2.1, less 10% retention. County and Consultant may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention withheld during the design optional phases one, two, and three shall be released upon acceptance of the construction documents by the Board of Supervisors. Retention withheld during the Bid Phase Option 4 and Construction Administration Option five shall be released upon substantial completion of the Project.

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

### **3. Term**

3.1 The Term: The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below.

3.1.1 Notice to Proceed: The Consultant shall not commence work on any phase until a Notice to Proceed for that phase is issued by the County. The County has no obligation to issue Notices to Proceed for all optional phases.

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

3.3 Termination by County: The County may terminate the contract if State Funding, SB81, is cancelled. The County may also terminate this agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.3.1 Termination for Delay: If the commencement of any phase is delayed or suspended, other than award of the General Construction Contract, beyond 60 days, after completion of the prior phase termination may be mutually agreed to by the parties. If the project is delayed or suspended for the award of the General Construction Contract, beyond 120 days, termination may be mutually agreed to by the parties.

3.4 Termination Upon Insolvency of Consultant: At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

### **4. Representatives.**

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates **MAYNARD FEIST**, Associate Principal. Owner hereby designates **PATRICIA HILL THOMAS**. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

### **5. Required Licenses, Certificates and Permits.**

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

### **6. Office Space, Supplies, Equipment, Etc.**

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to

provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

## 7. Insurance

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

7.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of **no less than One Million Dollars (\$1,000,000)** per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of **no less than One Million Dollars (\$1,000,000) aggregate**. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's Board, officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, non-owned, leased or hired automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of **no less than One Million Dollars (\$1,000,000) per incident or occurrence**.

7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Deductibles: Any deductibles, self-insured retention's or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retention's or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retention's, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 Additional Insureds: The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its Board, officers, officials and employees as additional insureds regarding: (a) liability

arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles non-owned, leased, or hired by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its Board, officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County or County's Board, officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

7.5 Failure to Comply with Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its Board, officers, officials and employees.

7.6 Insurance Shall Apply Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 30 Day Notice of Cancellation: Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Rating of Insurance Company: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; except as otherwise expressly approved by the County.

7.9 Subconsultant Insurance: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

7.10 Certificates Of Insurance: At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 Limits of Liability: The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

## **8. Defense and Indemnification**

8.1 Indemnification: To the fullest extent allowed by law, Consultant shall defend,

indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses, including litigation costs and reasonable attorney's fees incurred, which are founded upon, 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, excluding, however, such liabilities to the extent caused by the negligence or willful misconduct of the County, its agents, employees, and representatives.

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

8.3 Limitations By Code 9607: Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

## 9. Status of Consultant

9.1 Independent Contractor: All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer—employee relationship, partnership, or a joint venture.

9.2 Conduct as Independent Contractor: At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Means of Performing Work: Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 Third Person Employment: If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Services to Others: Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.6 W-2 Forms: It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 Claims By Third Parties: As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## **10. Records and Audit**

10.1 Term of Maintenance: Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Access to Writings: Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

## **11. Nondiscrimination**

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

**12. Assignment**

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**13. Waiver of Default**

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

**14. Notice**

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

**To County:**                    **County of Stanislaus  
Capital Projects  
825 12<sup>th</sup> Street  
Modesto, CA 95354  
(209) 525-4380 (phone)  
(209) 525-4385 (fax)**

**To Consultant:**            **LIONAKIS  
1919 Nineteenth Street  
Sacramento, CA 95811  
P : 916.558.1900  
F : 916.558.1919**

**15. Conflicts**

Consultant represents and avers that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

**16. Confidentiality**

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection

with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

**17. Severability**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**18. Amendment**

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

**19. Entire Agreement**

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

**20. Construction**

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

**21. Governing Law and Venue**

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



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

COUNTY OF STANISLAUS By: <u>Patricia Di Monica</u> "County"	LIONAKIS By: <u>[Signature]</u> "Consultant"
APPROVED AS TO FORM: By: <u>[Signature]</u> County Counsel	

APPENDIX A  
SCOPE OF WORK

**1. THE PROJECT DESCRIPTION**

The Project will be located in Modesto, California, on property owned by the County of Stanislaus near the intersection of Blue Gum Ave. and Poust Ave. The Project budget for Construction is \$18 million; reference Paragraph 3, Construction Budget. The Project, described in the Juvenile Justice Center Master Plan provided under separate cover, is summarized as follows:

This project is the development of a new Youth Treatment Facility (YTF) that will house only court-committed juveniles. The new facility will be partially funded by the State thru SB81. The new facility will be developed at the existing Juvenile Justice Center site on county-owned vacant land that will be leased to the State for the next 30 years. At the end of that period, the State will transfer control of the facilities and designated land back to the County.

Since the facility will be constructed on a site which has been previously developed, the existing site infrastructure (water, power, sewer, roads, and parking) utilities network can be accessed and expanded as necessary to serve the new stand-alone Youth Treatment Facility. The Youth Treatment Facility will operate largely on a self-contained basis within its own secure, fenced perimeter, with the exception of staff and public parking areas.

The 60-bed treatment facility will consist of:

- a) two-30 bed living units that share a recreation yard and common support areas;
- b) a kitchen sized to serve the proposed new Youth Treatment Facility, the existing Juvenile Hall, and a culinary arts program
- c) multipurpose space; and,
- d) several Youth Treatment Facility-dedicated support components, including: an administrative area; visitor processing area, general storage areas, a service delivery loading dock, and dedicated public and staff parking areas. For cost control some of the support components may be included as bid alternates.

Exhibit 3.1 of the Juvenile Justice Center Master Plan provides a space program, conceptual plan of the proposed new facilities and demonstrates how they would be interconnected to the existing Juvenile Justice Center.

**2. SCHEDULE OF SERVICE, AND SCHEDULING**

**2.1 Schedule**

2.1.1 Consultant shall complete or cause to be completed all services required under this Agreement in accordance with the approved Master Schedule, prepared by the Architect and reviewed by the County.

2.1.2 For each optional phase of the Work under this Agreement, Consultant and Consultants shall update the master schedule and submit for County review.

2.1.2.1 The updated schedule for each phase of the Work under this Agreement shall be submitted with the deliverables at the conclusion of the previous phase of the Work under this Agreement. The updated schedule shall include compliance with the State's requirements for SB 81.

2.1.2.2 Revisions to the schedule shall be submitted for County acceptance on an as-required basis. Consultant's response time to County-requested revisions to the schedule shall not exceed three work days. County will not request revisions to the schedule more than once a month.

2.1.3 Consultant shall prepare, submit for County acceptance, and maintain a design schedule detailing the Consultant's scheduled performance of the Work. The schedule shall fit within and coordinate with the overall Master Schedule and with the requirements of the State of California for SB 81.

2.1.4 Prior to commencement of the Program Verification/Schematic Design Option, Consultant shall submit for County acceptance a schedule covering all work of each phase under this Agreement that provides a detailed schedule for the tasks (and subtasks) of the Schematic Design Option. For each succeeding phase of the Work, Consultant shall update and supplement this schedule with a detailed schedule covering by task (and subtask) Consultant's work during the succeeding phase of the work. (The required schedule supplement shall be submitted as part of Consultant's deliverables at the conclusion of the current phase of the Work.)

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

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

2.1.5.2 The required schedule shall coordinate with the requirements of the County for potential utilization of construction packages, systems, equipment, and areas. The schedule shall include appropriate State, County and third party design review durations for each contract package.

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

2.1.6 Consultant 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 Consultant's schedules shall be prepared and submitted when requested by County, but not more frequently than once a month.

2.1.7 Consultant 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:

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

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

2.1.7.3 Project scheduling;

2.1.7.4 Scheduling of Consultant's own Work and coordination with work of other consultants; and

2.1.7.5 Construction schedules.

**2.2 Schematic Design Phase, Option 1:** The Consultant shall complete the Schematic Design phase within 120 calendar days after receipt of County's written authorization to proceed with this option. The time for completion is exclusive of time for review (and any) by County and State and response to any review comments unless otherwise agreed to by the County.

**2.3 Design Development Phase, Option 2:** The Consultant shall complete the Design Development Phase within 145 calendar days after receipt of County's written authorization to proceed with Design Development Phase, exclusive of time for review by County and State unless otherwise agreed to by the County, including peer review.

**2.4 Construction Documents Phase, Option 3:** The Consultant shall complete the Construction Documents Phase within 165 calendar days after receipt of County's written authorization to proceed with Construction Documents Phase, exclusive of time for review by County and State unless otherwise agreed to by the County, including peer review.

**2.5 Bid Phase, Option 4:** The Consultant shall complete the tasks required under the Bid Phase within 59 calendar days after receipt of County's written authorization to proceed unless otherwise agreed to by the County.

**2.6 Construction Administration Phase, Option 5:** The Consultant shall provide services during the Construction Administration Phase, initiating at the Pre-construction Conference, for a period of 468 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 Consultant). Should the time for construction exceed 18 months, the Consultant'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 Consultant.

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

**2.8. Time:** Time is of the essence for this agreement. The Consultant 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. Lionakis acknowledges and agrees that any time extensions granted for delays in review and response time are noncompensable.

### **3. CONSTRUCTION BUDGET**

**3.1 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.

3.1.1 The total construction budget (excluding hazardous materials abatement, FF&E, and contingencies), estimated to the midpoint of construction, is eighteen million dollars (\$18,000,000).

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

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

3.1.4 A construction budget increase over and above five percent (5%) will result in a negotiation for a proposed fee increase for that amount above the 5%.

#### 4. **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.

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

Consultant's Schedule: The schedule, prepared by Consultant and approved by Owner, showing the timing and phasing of Consultant'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: Consultant'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 Consultant 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: Stanislaus County Capital Projects.

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 Consultant's Services to be delivered to Owner pursuant to this Agreement.

Design Contingency: That portion of the estimate of construction cost for unknown or unforeseen costs.

Documents: The Contract Documents.

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

- a. Estimate of Construction Cost - Shall mean the estimate of cost of the construction work established by the Consultant at a specific period in time (which will not be greater than the construction budget per paragraph 3.) 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 Consultant, Consultant'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. (Paragraph 3).

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

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

Notice of Final Acceptance: A document authorized by the County Board of Supervisors and executed by the County and Consultant 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). They are expenses made by the Consultant and the Consultant's subconsultants. 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 Consultant's services, as further described in this agreement.

Plans: Project drawings prepared by Consultant 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."

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

Project: An entire public improvement proposed by Owner, to be designed by Consultant, and to be constructed in whole or in part pursuant to Plans and specifications prepared by Consultant, 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.

Record Drawings or Documents: Reproducible copies of the Contract Plans updated by Consultant 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 Consultant during construction.

Request for Information/Clarification: An instruction, clarification or additional information communicated by the Consultant 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 Consultant 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.

State Public Works Board / Corrections Standard Authority: The State Public Works Board, SPWB, is the principal state entity responsible for the approval and oversight of most capital outlay projects of the state. The SPWB is empowered to issue lease – revenue bonds to finance the construction project. Lionakis must comply with SPWB project requirements and may be required to participate in SPWB meetings and provide supporting documentation as requested by Corrections Standard Authority, CSA, staff at various times throughout the duration of the project.

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

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

## **5. BASIC ARCHITECTURAL SERVICES OF ARCHITECT**

**5.1 Services in General:** The Consultant will be a team consisting of the Consultant of Record and its Consultants. The Consultant shall have overall responsibility and shall:

5.1.1 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.

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

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

5.1.4 Contract for or employ at Consultant's expense (and approval by the County for which approval shall not be unreasonably withheld) consultants to the extent 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 Consultant 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.

5.1.5 Provide an architectural team consisting of a the Principal-in-Charge, Project Manager, and Project Consultant for approval who shall, so long as their performance continues to be acceptable to the County, remain in charge of the services for the Project from beginning of Programming through completion of services provided for in this agreement.

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

5.1.7 The Consultant 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.

5.1.8 All travel and related costs required to perform the architectural service for the Consultant and its consultants will be included as an Other Direct Cost in each phase unless outside of the greater Stanislaus County area.

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

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

## **5.2 Criteria**

5.2.1 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.

5.2.2 With the exception of fire sprinkler design, Consultant shall not, unless otherwise permitted in writing by County, propose or recommend any design that has the effect of shifting design responsibilities from Consultant 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.

5.2.3 Consultant 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 Consultant's design will allow for periodic maintenance and replacement of parts, equipment or systems, to be performed normally and without excessive cost or time.

5.2.4 Consultant'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.

## **5.3 Scope**

5.3.1 Basic Services shall include all the services and activities specified below in Schematic Design Phase, Design Development Phase, Construction Document Phase, Bidding Phase, and Construction Administration Phase, and warranty work.

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

5.3.3 Work performed by Consultant 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.

5.3.4 Consultant 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.

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

5.3.6 Consultant shall engage those specialty Subconsultants, as necessary for proper completion of the Work, at the sole expense of Consultant. Consultant'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 Consultant as well as their form of contract, which approval shall not be unreasonably withheld.

5.3.7 Consultant 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.

5.3.8 Consultant, 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. Consultant, and where appropriate, their consulting engineers, shall not be responsible nor liable for the accuracy of such information provided by the County.

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

5.3.10 Consultant 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.

#### **5.4 Coordination of Architectural and Engineering Subconsultants/Other Consultants.**

5.4.1 Consultant shall coordinate design, architectural work, architectural and engineering disciplines and subconsultants involved in completing the Work. Consultant's subconsultants shall coordinate with Consultant 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 Consultant 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.

5.4.1.1 Consultant shall require the subconsultants to agree in their subcontracts to coordinate with Consultant and other subconsultants.

5.4.1.2 Consultant shall conduct design coordination meetings with all subconsultants employed by Consultant.

**5.5 Deliverables:** Provide all deliverables required under this contract.

**5.6 Corrections Standards Authority Construction Funding Program.** The State Public Works Board / Corrections Standards Authority Processes and Requirements as written in the Request for Proposals, Construction, Expansion or Renovation of Local Youthful Offender Rehabilitative Facilities issued July 15, 2008, is hereby incorporated into this contract.

**5.7 Schematic Design Option 1:**

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

5.7.2 Schematic Design: The Consultant shall complete schematic design based on the scope, Exhibit A, including adjustments authorized by the County, the Consultant shall prepare the following:

5.7.2.1 Schematic Design Documents: The Consultant will be responsible for Schematic Design. The Consultant will arrive at a clearly defined, well analyzed design that meets defined needs and/or concept as set forth by the Owner. It will include considerations of buildings and park form, scale and relationship of the project components, character, functional planning solutions, and outline of the building and park systems. Based on the scope and construction budget, the Consultant will prepare Schematic Design Documents for review and approval by the County. The documents consist of drawings, specifications, a narrative description and relationship of project components, and performance requirements. These documents will cover basic architectural, park planning, mechanical, structural, and electrical concepts. The Consultant will provide the County a minimum of Three (3) design concept schemes with the Architects comments, recommendations and probable cost differential for the County's review and approval before proceeding with the final schematic design. Note: We understand this paragraph did not have to change

5.7.2.2 Meetings:

5.7.2.2.1 Pre – Design Meeting: The Consultant and its major Sub Consultants shall meet with County Officials, GSA staff, and State Fire Marshal staff at the CSA offices in Sacramento for a pre – architectural design meeting to review the State's requirements and the County's proposed project.

5.7.2.2.2 Project Kick-Off Meeting: At the beginning of the Schematic Design Phase, the Consultant 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 Consultant shall follow up with individual or small group meetings as necessary to promote user involvement in the design of the Project.

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

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

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

5.7.2.4 Value Engineering:

5.7.2.4.1 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.

5.7.2.4.2 Attend a one day formal value engineering session. Attendees shall include Architects Principal In Charge, Project Manager, Design Consultant, and Project Consultant and Architects primary subconsultants including as a minimum the cost estimator, structural engineer, mechanical engineer, and electrical engineer.

5.7.2.5 Site Visit and Investigations

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

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

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

5.7.2.6 Recommendations on Required Additional Information

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

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

5.7.2.6.3 The Consultant will describe the progress weekly, and provide at least monthly progress submittals.

#### 5.7.2.7 Deliverables

5.7.2.7.1 County Approval: The completed Schematic Design drawings, specifications, probable cost estimate, and other documents will be presented to the County for written approval which would include review by the State Corrections Authority. Allow no less than 30 calendar days for State review.

5.7.2.7.2 The Consultant shall provide for State and County approval:

- 1) Floor plans, with room names, no less than 1/8" = 1'-0" scale, showing gross square footage.
- 2) At least two (2) sections and prints of the buildings in scale of no less than 1/16" = 1'-0" fully describing interior/exterior volumes and relationship with floor plan.
- 3) Specification outline and a written description of the major systems, including but not limited to, security, HVAC, fire protection, plumbing, electrical, and signage/graphics.
  - a. One reproducible copy of outline specifications including description of the site, architectural, structural, mechanical, and electrical systems and materials proposed, which describe performance requirements.
  - b. One (1) hard copy and one (1) electronic in PDF Format for the County and two (2) for CSA review accompanied by an operational program statement as defined in Title 24, CCR.
  - c. Updated project schedule.
  - d. Preliminary cost estimate.
  - e. Written concurrence that design for the Project can be developed within the County's budget.

5.7.2.7.3 A tabulation of floor areas, and a comparison to the concept space program requirements established in the program.

5.7.2.8 Final Submittal: For the final submittal, the Consultant will allow no less than thirty (30) calendar days for the State and County review; will make changes requested by the County and resubmit a single reproducible copy with corrections within one (1) week of receipt of final comments or as otherwise approved by the County; and allow three (3) days to schedule the Board approval.

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

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

- 5.7.2.8.3 Estimate of construction costs and schedule.
- 5.7.2.8.4 Schematic Layouts, Sketches and Design Criteria
  - a. Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.
  - b. Reports and exhibits shall incorporate the County's scope requirements and shall include structural, mechanical and electrical concepts, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project.
  - c. Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities have jurisdiction, easements, or other legal restrictions.
  - d. Reports and exhibits shall indicate any alternative solutions available to County and set forth Consultant's findings and recommendations.
  - e. Schematic rendering.

## **5.8 Design Development Phase, Option 2**

Upon receipt of written authorization by County, proceed with the Design Development Phase Option, based on the County's approved Schematic Design, including any adjustments authorized by the County in the Program, schedule, or construction budget. Prepare Design Development Documents that define and describe all important aspects of the buildings and park site in increasing detail. The design will define size and character in detail; materials and colors will be chosen; each space and site area will be functionally laid out within the plans; and resolve issues so that there is no cause for significant restudy. It shall represent the end of conceptual design and the start of the confirmation of details.

5.8.1 Meetings: Continue with the weekly core team meetings to discuss progress, problems, user needs, and activities planned for the next interval. In addition, attend development and review meetings as requested by the County.

5.8.2 Value Engineering:

5.8.2.1 Informal value engineering will be used as an on-going process throughout the design development phase if there appears to be an estimated cost over the construction budget.

5.8.2.2 Attend a one day formal value engineering session. Attendees shall include Architects Principal In Charge, Project Manager, Design Consultant, and Project Consultant and Architects primary subconsultants including as a minimum the cost estimator, structural engineer, mechanical engineer, and electrical engineer.

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

5.8.3.1 Any provisions in the drawings and specifications that operate to shift design responsibilities from Consultant to Contractor, through performance specifications or any other means;

5.8.3.2 Any proposed untested, unique, proprietary or sole source design features.

5.8.4 Constructability: Participate and cooperate fully in a review of the design by County, and any Consultants engaged by County, to assess the constructability of the design. Attend a constructability meeting, if requested.

5.8.5 Deliverables:

5.8.5.1 Submit one hard and one electronic copy, PDF format, of the following Design Documents consistent with the approved Schematic Design Option for County Review. Include five (5) hard copies for CSA review.

- a. Floor plans (no less than ¼" = 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 ½" = 1'-0".
- c. Large scale layouts of various systems.
- d. Preliminary specifications, word, describing performance, size, character, and quality of the Project in its essentials as to kinds and locations of planting and building materials; type of structural, mechanical, and electrical systems; and
- e. A tabulation of floor areas, and a comparison to the concept space program requirements established at the beginning of Schematic Design phase.

5.8.5.2 Prepare and submit for County approval a proposed construction estimate based on a unit and detailed cost. Provide cost savings options for work exceeding the budget. Based on the information contained in the Design Development Documents, submit a revised opinion and more detailed estimate of probable construction cost and times of completion of the project as defined in the Schematic Phase.

5.8.5.3 Prepare and submit for the State and County approval written design criteria for planting, architectural, structural, mechanical, and electrical systems to clearly show the characteristics and quality of environment and control they will provide. Lighting levels shall be stated in general and special occupancy areas. Provide HVAC calculations as required. List applicable codes and standards. Detail any exception to these variations with written approval from the County.

5.8.5.4 At the start of the Design Development phase, submit an updated architects design schedule based on the required Design Development Documents.

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

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

5.8.5.7 Submit Title 24 preliminary calculations.



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

5.8.5.9 Consultant task list and schedule for the Construction Document Phase.

5.8.5.10 List and estimate alternate bid items to maintain budget control.

5.8.5.11 Obtain preliminary independent peer review of the design development Drawings to ensure compliance with design standards codified in Title 24 of the California Corrections Standards Authority, and address all issues raised in such peer review. The peer review, to be conducted by qualified firms acceptable to the County, with copies of peer reviews provided by County, is in addition to the Corrections Standards Authority review / approval process.

5.8.5.12 Staffing Plan: Participate and cooperate fully with the Probation Department to develop a staffing and operational plan.

5.8.6 Final Submittal: The Consultant will allow no less than sixty (60) calendar days for State and County review time; the Consultant shall make changes necessary to comply with County's review comments, and resubmit one (1) set of reproducible completed documents along with County's marked up check set within one (3) weeks of receipt, unless otherwise approved by the County; and allow three (3) days to schedule the Board approval.

5.8.6.1 Make presentation of the documents to the Board of Supervisors for approval, if requested.

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

5.8.6.3 Revise DD Estimates of Construction and Schedule as necessary to comply with County comments.

5.8.6.4 Revised drawings, specifications, and reports to comply with County comments.

5.8.6.5 Design Development rendering.

## **5.9 Construction Documents Phase, Option 3:**

This phase commences only after the County has approved the Design Development Documents and cost estimate. Upon written authorization from the County to proceed with the Construction Documents Phase Option, the Consultant shall provide the following services and a revised schedule of the Consultant and Consultants work for the Construction Document Phase.

5.9.1 Based upon approved Design Development Documents and any further adjustments in the scope and quality of the Project or in the Project budget authorized by County, the Consultant shall prepare, for approval by County, Contract Documents consisting of drawings, general conditions, and technical specifications setting forth in detail the requirements for the construction of the Project. Such documents shall be full, complete and accurate within code requirements and the

Standards of Care, giving such information as will enable a competent builder to carry them out. The specifications based on CSI Format shall note the detailed specifications of all specified items so that "or equal;" proposal characteristics can be reviewed and measured. The County will prepare the bidding requirements, General Conditions, Special Conditions, and Division 1 documents.

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

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

5.9.4 The Consultant 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 bid alternates are to be identified as early in the design process as practical and incorporated into the construction documents. The actual number will be confirmed by the County.

5.9.5 The Consultant 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.

5.9.6 Upon approval by the County, Consultant shall submit the completed Contract Documents to the authorities having jurisdiction over the issuance of approval for construction. Contract Documents must be reviewed by the Probation Department, Chief Executive Office, Capital Projects, Code Review Authority, Fire Marshal before the Project will be bid. The Consultant is responsible for the timely submittal of documents including calculations and timely plan check corrections.

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

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

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

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

5.9.11 Obtain independent peer review of the Construction Documents design standards codified in Title 24 of the California Corrections Standards Authority. The peer review, to be conducted by qualified firms acceptable to the County, is in addition to the Corrections Standards Authority review / approval process.

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

5.9.12.1. Will be constructible, workable and biddable;

5.9.12.2. Will result in a facility that meets requirements of the County's program and is durable and maintainable if faithfully carried out;

5.9.12.3. Will not call for the use of hazardous or banned materials.

5.9.13 Deliverables:

5.9.13.1 Submit one hard and one electronic copy, PDF format, of the following Construction Documents consistent with the approved Design Development Option for County Review. Include five (5) hard copies for CSA review.

5.9.13.2 The Consultant 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.

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

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

5.9.13.5 The Consultant 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 Consultant's suggested changes in its sole discretion.

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

5.9.13.7 Prior to commencing the Bid Phase, the Consultant 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 Consultant will be obligated to redesign the Project pursuant to requirement herein below.

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

5.9.13.9 The Consultant shall specify the qualification criteria for specialist subcontractors, including qualification submittal requirements.

5.9.13.10 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 95% and 100% for County review. Submit five (5) sets at the 100% level for CSA review.

- b. Submit one copy, one reproducible, and electronic copy of the drawings and plans at 95% and 100%.
- c. Suggested construction project schedule and electronic copy.
- d. Final detailed cost estimate at 95% and update the cost estimate to reflect changes to the 100% documents.

5.9.13.11 Staffing Plan: Participate and cooperate fully with the Probation Department to develop a staffing and operational plan.

5.9.14 95% and 100% Final Submittal:

5.9.14.1 95% Submittal: The Consultant shall submit all required Contract Documents to the County as a package, with all items completed. County will review and return a check set of documents to the Consultant with comments within 5 days of receipt.

5.9.14.2 100% Submittal: Allow no less than sixty (60) days for the County and State to review and return comments. The Consultant 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 15 days of receipt, or as agreed to by the County. The Consultant will allow 5 days to schedule the Board approval.

5.9.14.3 Presentation to the Board of Supervisors for approval.

5.9.14.4 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.

5.9.14.5 Provide the final estimate as necessary.

**5.10 Bidding Phase, Option 4:**

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

5.10.1 The Project manual shall be on 8-1/2" x 11" paper, unless otherwise approved by the County. Both drawings and specifications will also be provided in digital format. Specifications will be in Word software. For bidding purposes, the Consultant shall provide reproducible drawings and County will reproduce the drawings and the project manual for bidding.

5.10.2 The Consultant 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 Consultant shall issue no other addenda, verbally or in writing, to bidders. The Consultant shall receive all bidder questions and shall record the questions and answers given on the form approved by the County. The Consultant will keep a log of all questions including the subject, date received, date answered, party requesting information, and the Consultant's employee giving information. The log and forms will be issued as back-up information for each addenda.

The Consultant 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.

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

5.10.4 The Consultant shall advise County concerning acceptance or rejection of bids for the Project.

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

5.10.6 The Consultant will integrate all addenda, changes and revisions into the drawings and project manual prior to the County's issuance of the Notice to Proceed to the Contractor. The County will pay for printing costs. It is estimated that the bidding period will last 60 days from authorization by the Board to recommendation of award to the State. Allow thirty (30) days for State review, 15 days after State review for the Notice to Proceed.

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

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

5.10.9 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.

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

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

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

5.10.13 If the lowest responsible, responsive bid received from a contractor exceeds the County's construction budget and Consultant'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 Consultant'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 Consultant 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 Consultant 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.

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

### **5.11 Construction Phase Option 5:**

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

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

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

5.11.3 Access. The Consultant shall have access to the Project site at all reasonable times.

5.11.4 Project Meetings: The Consultant shall attend one progress meeting per week on the Project site which is chaired by the Construction Manager. The Consultant shall consult and advise County during construction with respect to the construction documents. The Consultant will provide additional staff and/or consultants at the weekly meetings as necessary for the performance of the Consultant's obligation under the contract as requested by the County.

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

5.11.5.1 The Consultant/County RFI's and clarifications plus RFI's by the Contractor will be issued on the County's form. The Consultant 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 Consultant will concurrently post all clarification/RFI (and respective change order) information on the record documents.

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

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

5.11.6 Submittals: As requested by the Construction Manager, the Consultant 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 Consultant 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.

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

5.11.6.2 The Consultant 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 Consultant 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 Consultant will process submittals within no more than (10) working days to the Construction Manager unless such reviews require additional time for which the Consultant 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.

5.11.7. Substitutions: The Consultant 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 3500 prior to award or in no more than ten (10) working days of receipt if submitted by exception after award (unless notified by the Consultant that additional time is required and the request may be approved by the County).

5.11.8 Site Observations: The Consultant 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 Consultant's obligation under this agreement and as requested by the County. The Consultant 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 Consultant'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.

5.11.8.1 On the basis of on-site observations, the Consultant 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.

5.11.9 Payments: As requested by the Construction Manager, the Consultant shall evaluate and sign requests for payment submitted by the Contractor based on the Consultant'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 Consultant's signing of the certificate of payment shall constitute a representation by the Consultant that the work has progressed to the point indicated, that to the best of the Consultant's knowledge, information, and belief, the work quality is in accordance with the Contract Documents, and that the Contractor is entitled to payment.

5.11.10 Changes: If Contractor requests a change order or claim and as requested by the Construction Manager, the Consultant shall review and recommend appropriate action on such request and the time and/or price requested. If the Consultant does not agree with the request for change or claim by the Contractor, within five days, the Consultant 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.

5.11.10.1 Upon request of the Construction Manager, the Consultant 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 Consultant 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 Consultant, the Consultant shall not be entitled to additional compensation. The County shall approve and issue all change orders.

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

5.11.12 Punch Lists: As requested by the Construction Manager, the Consultant 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 a maximum three preliminary and one final observation trips, and for final completion there will be one preliminary and one final observation trips. Punch list hard copy reports will be provided before leaving the job site, and a final digital copy will be e-mailed or faxed within three working days to the Construction Manager unless otherwise agreed to by the Construction Manager.



5.11.13 Substantial and Final Completion: The Consultant 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 Consultant 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 Consultant will sign the certifications of substantial and final completion.

5.11.14 O&M Manuals: The Consultant 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.

5.11.14.1 Prior to Notice of Completion, the Consultant 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 Consultant who shall verify its completeness.

5.11.15 The duties, responsibilities, and limitations of authority of the Consultant 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 Consultant. The Consultant 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.

5.11.16 During all warranty or guarantee periods, relating to design prepared under this agreement, the Consultant 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.

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

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

5.11.19 Consultant 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.

5.11.20 Any communications between Consultant 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 Consultant shall maintain a digital and hard file copy of all e-mails.

5.11.21 Record Documents: Thirty days after final completion of the construction by the contractor, Consultant shall revise the original Construction Documents (on CD and velum) so as

to incorporate therein changes made during construction to produce "record drawings" which will be based on as-built information supplied by the contractor, RFI's and change information posted by the Consultant each month of the project. It is the intent that the Consultant 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 Consultant 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 velum format to County. All such documents are County property.

## 6. CONTROL OF CONSTRUCTION COSTS

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

**6.2 Responsibility for Construction Cost:** The County requires that the total estimated cost by the Consultant shall not exceed the approved construction budget. The Consultant 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 Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant's documents must meet the construction budget and the, and the Consultant must also provide bid alternates in the construction documents as a fail safe to keep the final construction cost within the budget.

**6.3 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 Consultant shall immediately notify the County. Thereafter, the Consultant shall review the Project to recommend what revisions or steps would reasonably be expected to bring the estimate of construction cost within budget. The Consultant shall thereafter adjust the documents as directed, at no additional cost to the County.

**6.4 Value Engineering:** The County or its Construction Manager may provide recommendations on value engineering designs. The Consultant'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 Consultant shall be compensated for any value engineering modifications as an Additional Service if directed by the County.

**6.5 Scope and Quality Adjustments After Approval of Design Development Phase:** At any time after County approval of the Design Development Phase Documents, and prior to issuance of the Contract Documents for bidding, should any part of the County organization elect to make any major additions to the quality or scope of the Project, the Consultant 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 Consultant shall review the Project to determine what revisions would reasonably be expected to bring the estimated cost within budget. The Consultant 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 Consultant 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.

## **6.6 Architects Obligation to Modify Documents:**

6.6.1 If the Bid Phase has not commenced within three months after the Consultant 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.

6.6.2 If the lowest bona fide base bid for the Project received by the County exceeds the final Consultant'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 Consultant's estimate of basic work and the County so requests, the Consultant 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 Consultant'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 Consultant's obligation hereunder shall be adjusted.

6.6.3 The Consultant 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.

## **7. THE COUNTY'S RESPONSIBILITIES:**

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

**7.1 Site Information:** The County shall provide the Consultant with available plans, and any technical information that is currently available and relevant to this Project needed by the Consultant to perform his services.

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

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

**7.4 Bid Documents:** The County shall provide to the Consultant the bidding requirements, Division I, and General Conditions.

## **8. ADDITIONAL AND OPTIONAL SERVICES**

**8.1 Written Amendment:** If the Consultant is requested to provide additional services at any stage of the project development, County shall issue a written amendment to the contract.

**8.2 Additional Compensation:** The Consultant shall receive additional compensation for the following additional services:

8.2.1 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 Consultant as the result of action by the County which are not otherwise the Consultant's responsibility pursuant to this agreement.

8.2.2 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 Consultant pursuant to this agreement as authorized by the County.

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

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

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

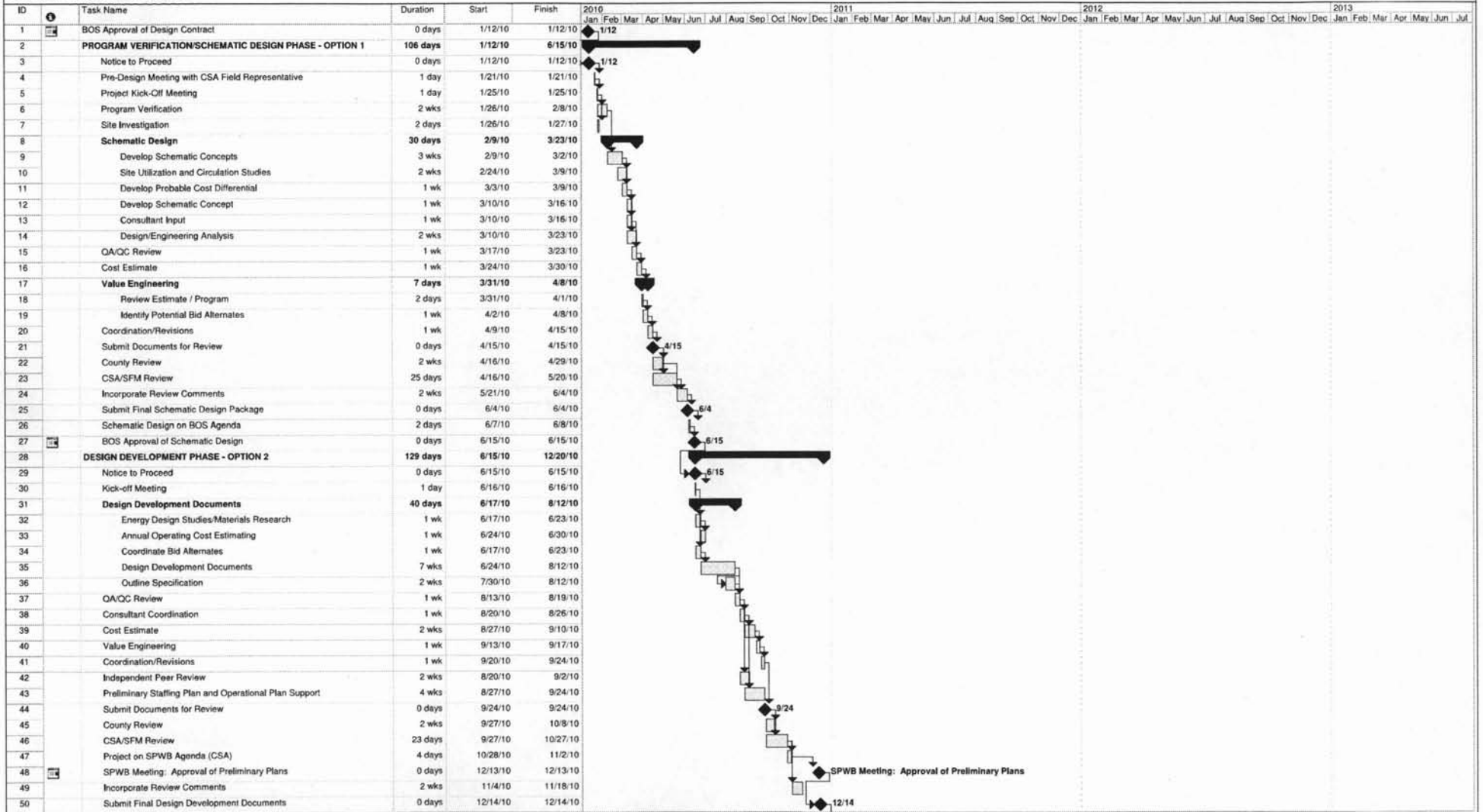
8.2.6 Making revisions in drawings, specifications and other documents when revisions are required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents after the award of the construction contract.

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

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

Appendix B  
Schedule

Stanislaus County Juvenile Commitment Center  
Master Project Schedule



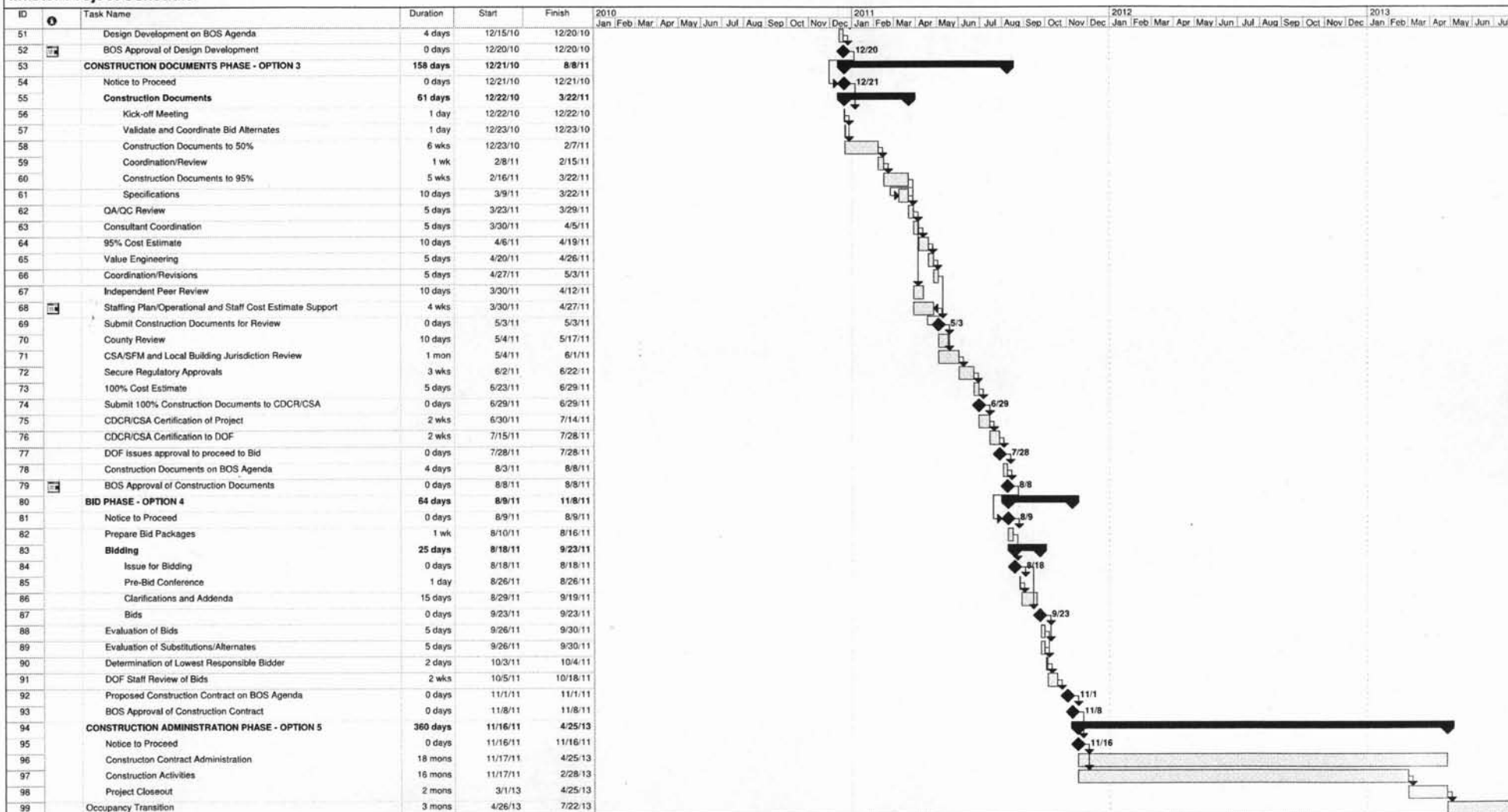
Project: 29174\_SC/JCC\_Master Project  
Date: 12/18/09

Task: Progress: Summary: External Tasks: Deadline:

Split: Milestone: Project Summary: External Milestone:

Appendix B  
Schedule

Stanislaus County Juvenile Commitment Center  
Master Project Schedule



Project: 29174\_SCJCC\_Master Project  
Date: 12/18/09

Task Progress Summary External Tasks Deadline   
Split Milestone Project Summary External Milestone

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

**TRANSMITTAL**

**TO: Don Phemister  
 Phemister Construction Management**

**SUBJECT: STANISLAUS COUNTY CAPITAL PROJECTS**

**DATE: 4/20/2010**

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	4/5/10	Fully-executed Work Authorization No. 21 for the Juvenile Hall Commitment Center

**REMARKS:**

For your records.

**Note to Board:** WA No. 21 Approved by the Board on January 12, 2010, Item B-10.

BOARD OF SUPERVISORS  
 2010 APR 22 1 A 11: 26

- COPIES:** Patricia Hill Thomas (Copy)  
 Mark Loeser (Copy)  
 Liz King, Board (Original + Copy)  
 Tom Flores, Auditor (Original + Copy)  
 File X 2.1.1 (1700)  
 File X 5.6.2  
 File AW 5.2.1

**SIGNED:**   
 Teresa Vander Veen

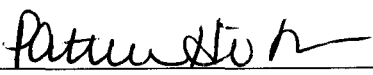
**PHEMISTER CONSTRUCTION MANAGEMENT, INC.  
WORK AUTHORIZATION NO. 21  
FOR SPECIAL SERVICES  
JUVENILE HALL COMMITMENT CENTER, MODESTO**

1. This Work Authorization No. 21 is entered into effect on April 5, 2010, 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 value engineering services on the schematic phase of the above mentioned project. PCM's work shall include:
  - a. Review of Design Documents & Design Recommendations: The Construction Manager (CM) shall review the design documents for clarity, consistency, constructibility and coordination. The results of the review shall be provided in writing and as notations on the documents to the Owner. The CM shall also make recommendations to the Owner with respect to constructibility, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work. However, the CM is not responsible for providing, nor does the CM control, the Project design or the contents of the design documents. By performing the reviews described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. The CM's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the Owner. The Architect is not a third party beneficiary of the CM's work described in this paragraph and the Architect remains solely responsible for the contents of design drawings and design documents.
  - b. Value Analysis Studies: The CM shall provide value analysis studies on major construction components as directed by the Owner. The results of these studies shall be in report form and shall be distributed to the Owner and Design Professional.
3. Period of Performance: April 5, 2010 to April 19, 2010.
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: 2049 / 0061126 / 62400
8. NOT TO EXCEED: \$2,160.00

Approved by the Board on January 12, 2010, Item B-10.

Dated: April 5, 2010

  
\_\_\_\_\_  
Stanislaus County

  
\_\_\_\_\_  
Phemister Construction Management, Inc.



Stanislaus Capital Projects  
1010 10<sup>th</sup> Street, Suite 2300, Modesto, CA 95354  
Phone: (209) 525-4380 FAX: (209) 525-4384

BOARD OF SUPERVISORS

**TRANSMITTAL**

2011 MAR -4 A 10: 21

**TO: Don Phemister  
Phemister Construction Management**

**SUBJECT: STANISLAUS COUNTY CAPITAL PROJECTS**

**DATE: 3/3/2011**

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 Work Authorization No. 26 for the Juvenile Commitment Center.

**REMARKS:**

For your records.

**Note:** WA No. 26 Approved by the Board on January 12, 2010 in Item B-10.

COPIES: Patricia Hill Thomas (Copy)  
Mark Loeser (Copy)  
Liz King (Original)  
Norma Baker (Original + Copy)  
File X 2.1.1 (1873)  
File X 5.6.2.1  
File AW 5.2.1

SIGNED:   
Teresa Vander Veen

**PHEMISTER CONSTRUCTION MANAGEMENT, INC.**  
**WORK AUTHORIZATION NO. 26**  
**FOR SPECIAL SERVICES**  
**JUVENILE COMMITMENT CENTER, MODESTO**

1. This Work Authorization No. 26 is entered into effect on February 4, 2011, 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 value engineering services on the schematic phase of the above mentioned project. PCM's work shall include:

Design Phase

A. Project Management

- 1) Design Kick-Off Meeting: At the start of the Design Phase, the CM shall conduct a Project Conference attended by the Design Professional, the Owner and others. During the meeting, the CM shall review the Scope of the Project, the Project Management Plan, the Master Schedule, the proposed Design Phase Milestone Schedule, the Project and Construction Budget and the MIS.
- 2) Design Phase Information: The CM shall monitor the Design Professional's compliance with the Design Schedule, Project Management Plan, and Design Phase Procedures; and the CM shall coordinate and expedite the flow of information between the Owner, Design Professional and others.
- 3) Project Meetings: The CM shall conduct periodic Project meetings attended by the Owner, Design Professional and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of design progress. The CM shall prepare and distribute minutes of these meetings to the Owner, Design Professional and others, as agreed to by the Owner.
- 4) Review of Design Documents & Design Recommendations: The CM shall review the design documents for clarity, consistency, constructibility and coordination. The results of the review shall be provided in writing and as notations on the documents to the Owner. The CM shall also make recommendations to the Owner with respect to constructibility, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work. However, the CM is not responsible for providing, nor does the CM control, the Project design or the contents of the design documents. By performing the reviews described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. The CM's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the Owner. The Architect is not a third party beneficiary of the CM's work described in this paragraph and the Architect remains solely responsible for the contents of design drawings and design documents.
- 5) Owner's Design Reviews: The CM shall expedite the Owner's design reviews by compiling and conveying the Owner's comments to the Design Professional.
- 6) Approvals by Regulatory Agencies: The CM shall coordinate transmittal of documents to regulatory agencies for review and shall advise the Owner of potential problems in completion of such reviews.

- 7) General Conditions: The CM shall assist the Owner in the preparation of the General Conditions and other front end documents for the Construction Contracts.
- 8) Project Funding: The CM shall assist the Owner in preparing documents concerning the Project and Construction Budget for use in obtaining or reporting on project funding. The documents shall be prepared in a form approved by the Owner.
- 9) Grant Applications: The CM shall assist the Owner in preparing grant applications for project funding. The documents shall be in a form required by the agency providing the grant.

B. Time Management

- 1) Revisions to Master Schedule: While performing the services provided in the Design Phase, the CM shall recommend revisions to the Master Schedule.
- 2) Monitoring the Design Phase Milestone Schedule: While performing the services provided in the Design Phase, the CM shall monitor compliance with the Design Phase Milestone Schedule. The CM shall make recommendations to the Owner if progress is not in compliance with the schedule.

C. Cost Management Task

- 1) Project and Construction Budget Revision: The CM shall make recommendations to the Owner on the impact of design changes that may result in revisions to the Project and Construction Budget project schedule and established project strategy.
- 2) Cost Control and Estimating: The CM shall prepare an estimate of the construction cost for each submittal of design drawings and specifications from the Design Professional. The estimate for each submittal shall be accompanied by a report to the Owner and Design Professional identifying variances from the Project and Construction Budget. The CM shall coordinate and assist in expediting the activities of the Owner and Design Professional when changes to the design are required to remain within the Project and Construction Budget.
- 3) Value Analysis Studies: The CM shall provide value analysis studies on major construction components as directed by the Owner. The results of these studies shall be in report form and shall be distributed to the Owner and Design Professional.

D. Management Information Systems (MIS)

- 1) Schedule Reports: In conjunction with the services provided during the Design Phase the CM shall prepare and distribute Schedule Update Reports that shall compare actual progress with scheduled progress for the Design Phase and the overall Project.
- 2) Project Cost Reports: The CM shall prepare and distribute Project Cost Reports that shall indicate estimated costs compared to the Project and Construction Budget.
- 3) Cash Flow Report: The CM shall prepare a cash flow report for submission to funding agencies in compliance with requirements. Also, the CM shall periodically prepare and distribute a Cash Flow Report for the Owner.

- 4) Design Phase Change Order Report: The CM shall prepare and distribute Design Phase Change Order Reports that shall list all Owner-approved change orders as of the date of the report and shall state the effect of the change orders on the Project and Construction Budget and the Master Schedule.
- 5) Construction Phase Procedures: The CM shall prepare procedures for reporting, communications and administration during the Construction Phase for approval by Owner.

### Bid and Award Phase

#### A. Project Management

- 1) Prequalifying Bidders: The CM shall assist the Owner in developing lists of possible bidders, and in prequalifying bidders if prequalification is permitted by the Owner. This service shall include the following: preparation and distribution of prequalification questionnaires; receiving and analyzing completed questionnaires; interviewing possible bidders, bonding agents and financial institutions; and preparing recommendations for the Owner. The CM shall prepare a bidders list for each bid package for approval by Owner.
- 2) Bidders Interest Campaign: The CM shall conduct a campaign to attempt to increase interest among qualified bidders.
- 3) Notices and Advertisements: The CM shall assist the Owner in preparing and placing notices and advertisements to solicit bids for the Project.
- 4) Delivery of Bid Documents: The CM shall coordinate the delivery of Bid Documents to the bidders. The Owner shall obtain the Owner-approved contract documents from the Design Professional and the CM shall arrange for printing, binding, wrapping and delivery to the bidders. The CM shall maintain a list of bidders receiving Bid Documents.
- 5) Pre-bid Conferences: In conjunction with the Owner and Design Professional, the CM shall conduct Pre-bid Conferences. These conferences shall be forums for the Owner, CM and Design Professional to explain the Project requirements to the bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, the Owner's administrative requirements, technical and other information.
- 6) Information to Bidders: The CM shall develop and coordinate procedures to provide answers to bidder's questions.
- 7) Addenda: The CM shall receive from the Design Professional a copy of all Addenda. The CM shall review Addenda for clarity, consistency and coordination among the bidders. The CM shall distribute a copy of all Addenda to each bidder receiving documents. By performing the reviews and distributions described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design contents or the design documents.
- 8) Bid Opening and Recommendations: The CM shall assist the Owner in conducting the bid

opening and coordinating the bid process and shall evaluate the bids (including alternates) for responsiveness and price. The CM shall make recommendations to the Owner concerning the acceptance or rejection of bids.

- 9) Post-bid Conference: The CM shall conduct a Post-bid Conference with the low bidder to review contract award procedures, schedules, project staffing and other pertinent issues.
  - 10) Construction Contracts: The CM shall assist the Owner in the assembly, delivery and execution of the Contract Documents. The CM shall issue to the Contractors the Notice of Award and the Notice to Proceed provided by the Owner. The contract documents must be formatted in such a manner that they allow bid reporting and subsequent construction tracking of the grant-funded project by CSI elements.
  - 11) Pre-Construction Conference: In consultation with the Owner and Design Professional, the CM shall conduct a Pre-Construction Conference during which the CM shall review the Project organization, communication protocols, security, responsibilities and other general project procedures.
  - 12) Permits, Insurance and Labor Affidavits: The CM shall assist the Owner in verifying that the Contractor has secured the building permits, bonds, insurance, labor affidavits and waivers as required by the Contract Documents. Such action by the CM shall not relieve the Contractor of its responsibilities to comply with the provisions of the Contract Documents.
- B. Time Management: The CM shall monitor compliance with the Master Schedule and recommend revisions to the Owner as appropriate.
- C. Cost Management
- 1) Estimates for Addenda: The CM shall prepare an estimate of costs for all Addenda and shall submit the estimate to the Owner for approval. Project and construction budgets shall be adjusted as directed by the Owner.
  - 2) Analyzing Bids: Upon receipt of the bids, the CM shall evaluate the bids, including alternate prices and unit prices, and shall make a recommendation to the Owner in regard to the award of each construction contract.
- D. Management Information System (MIS)
- 1) Schedule Maintenance Reports: The CM shall prepare and distribute Schedule Update Reports during the Bid and Award Phase. The Reports shall compare the actual bid and award dates to scheduled bid and award dates and shall summarize the anticipated impact of current schedule modifications on the Master Schedule.
  - 2) Project Cost Reports: The CM shall prepare and distribute Project Cost Reports during the Bid and Award Phase. The Reports shall specify actual award prices and construction costs for the Project compared to the Project and Construction Budgets.
  - 3) Cash Flow Reports: The CM shall prepare and distribute Cash Flow Reports during the Bid and Award Phase. That portion of the Project that is funded by Violent offender Grant funds must be

identified and tracked separately. The Reports shall be based on actual award prices and construction costs for the Project and the Reports shall specify actual cash flow compared to projected cash flow.

3. Period of Performance: February 4, 2011 to June 30, 2011
4. Method of Compensation and Rates:

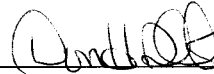
<u>Name</u>	<u>Title</u>	
Gino Colacchia	Construction Manager	\$90.00 per Hour
5. Payment Terms: Per the Agreement.
6. Verification of Insurance: Per the Agreement.
7. Funding Source: 2049 / 0061126 / 64600
8. NOT TO EXCEED: \$25,875.00

Approved by the Board on January 12, 2010, Item B-10.

Dated: February 4, 2011



Stanislaus County



Phemister Construction Management, Inc.

Stanislaus Capital Projects  
1010 10<sup>th</sup> Street, Suite 2300, Modesto, CA 95354  
Phone: (209) 525-4380 Fax: (209) 525-4384

BOARD OF SUPERVISORS

**TRANSMITTAL**

2011 APR 12 10:12:22

**TO:** Ron Beehler  
Interwest Consulting Group  
8150 Sierra College Blvd, Ste 100  
Roseville, CA 95661

**SUBJECT:** STANISLAUS COUNTY  
**REFERENCE:** JUNVENILE HALL COMMITMENT CENTER

**DATE:** 4/11/2011

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 Work Authorization No. 5..

**REMARKS:**

For your files.

*BOS Note: Approved by the Board of Supervisors on January 12, 2010 in item B-10.*

**COPIES:** Patricia Hill Thomas, Copy  
Don Phemister (Transmittal Only)  
Darrell Long (Transmittal Only)  
Gino Colacchia (Transmittal Only)  
Norma Baker, Original  
Mark Loeser, Copy  
Liz King, Original  
File AW 2.1.1 (291)  
File AW 5.6.12  
File X 5.6.10.2

**SIGNED:**   
Teresa Vander Veen

**WORK AUTHORIZATION FOR ON CALL CODE REVIEW SERVICES**

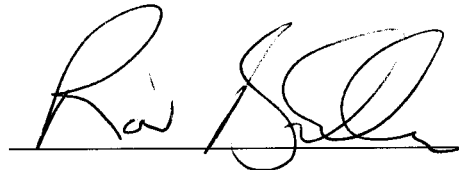
**No. 5**

- 1 This Work Authorization is entered into as of March 21, 2011, in accordance with the terms and conditions of that agreement between Stanislaus County and Interwest Consulting Group Inc. dated April 22, 2008.
- 2 Description of Services: Provide On Call Code Review Services for the Juvenile Commitment Center Construction Document Phase.
- 3 Period of Performance: The initial review is to be performed within ten working days of receipt of construction documents. Subsequent and final reviews are to be performed in five working days.
- 4 NOT TO EXCEED: \$26,400.00 per the attached proposal dated February 7, 2011.
- 5 Funding Source(s): 2049 / 0061126 / 66210
- 6 Board of Supervisors Approval Date: January 12, 2010; Board Agenda Item: B-10.

Dated: March 21, 2011



Stanislaus County



Interwest Consulting Group Inc.



February 7,

2011

Prepared for  
**Stanislaus County**  
**Department of Capital Projects**

Proposal for Plan Review Services  
for the Juvenile Hall Commitment Center

By  
**Interwest Consulting Group**

**Ron Beehler, S.E., Regional Manager**  
8150 Sierra College Blvd. | Suite 100  
Roseville, CA 95661  
916.781.6600 Office  
916.781.7597 Fax  
[rbeehler@interwestgrp.com](mailto:rbeehler@interwestgrp.com) Email

**[www.interwestgrp.com](http://www.interwestgrp.com)**



February 7, 2011

Mr. Don Phemister  
**Stanislaus County Capital Projects**  
825 12<sup>th</sup> Street  
Modesto, CA 95354

**Re: Proposal for Plan Review Services – Juvenile Hall Commitment Center**

Dear Mr. Phemister:

Thank you for allowing us the opportunity to present this proposal for plan review services for the 100% CD documents for the above-noted project. Our proposal is based on information gained thru plan review of the design development documents and information you provided describing the proposed use, size, location, and type of construction for the proposed Juvenile Hall Commitment Center.

**Project Description:**

It is our understanding the new Juvenile Hall Commitment Center project will consist of a new 60 bed, 45,571 s.f., building utilizing reinforced masonry wall construction and metal framed roof structure. The project will include a large commercial type kitchen, three juvenile housing units, a small administration area, a gymnasium, and a classroom complex. A minimal amount of site work is anticipated due to the proximity of the new building adjacent to an existing juvenile hall complex.

**Scope-of-Work:**

Interwest Consulting Group will provide complete plan review services for the proposed Juvenile Hall Commitment Center project located in the City of Modesto, California. These services will include review of final construction documents, (plans, details, structural calculations, specifications, testing and inspection programs and Title 24 energy calculations), for the proposed project. Our scope of work will include:

1. Plan review of the 100% Construction Documents. The focus of this review will be to identify elements of the project that do not meet the minimum requirements of the applicable governing building codes.

The submitted documents will be reviewed for compliance with the following governing codes:

1. 2007 California Building Code, Volumes 1 and 2.
2. 2007 California Plumbing Code.
3. 2007 California Mechanical Code.
4. 2007 California Electrical Code.
5. 2007 California Energy Code.

**Scope-of-Services:**

Our scope-of-services for this project will consist of the following:

- A complete plan review of the final construction documents. The review of the final construction documents will include review of the fire and life safety, accessibility, mechanical, plumbing, electrical, energy, structural and civil/site portions of the project. The plan review of the construction documents will include a first and second review as well as a "quick" third review for approval purposes.
- Preparation of two (2) plan review letters, (for the first and second review cycles), identifying elements of the final construction documents that do not comply with the provisions of the codes listed above.
- Two (2) meetings with the selected design team, as necessary, to resolve plan review related issues at our Roseville Regional office.
- Teleconferencing with the selected design team as needed to resolve plan review issues.
- One (1) final review of the final construction documents and preparation of a final approval letter addressed to Stanislaus County Capital Projects indicating the plans were reviewed and found to comply with the above referenced codes.
- Delivery of approved documents bearing Interwest Consulting Group's review stamps to Stanislaus County Capital Projects at completion of plan review.

Additional review cycles, additional meetings, review of landscape plans, and review of changes or revisions after the documents have been approved are not included in our proposed fee. Additional services, if requested, will be billed on an hourly basis according to the attached Fee Schedule shown in Exhibit A.

**Schedule:**

The Initial review of the construction documents will be performed within ten (10) working days, excluding weekends and holidays. Subsequent and final reviews of the construction documents are to be performed in five (5) working days. Interwest Consulting Group's staff of engineers and plans examiners will be available for meetings with the project design team with sufficient notice.

**Exclusions:**

The following services are specifically excluded from this proposal:

1. Preparing or altering contract documents (including calculations, drawings and specifications) used for competitive bidding, building permit acquisition and/or construction.
2. Establishing testing and inspection criteria for any structural materials and workmanship.
3. Detailed review of shop drawings.
4. Special or continuous inspection of construction.
5. Field investigation of existing buildings and structures including surveys of existing construction on or adjacent to the site.

6. Review of landscape plans.
7. Review of a contractor's construction related equipment, methods or means.
8. Review of revisions or changes to the permit documents after the drawings have been approved.
9. Review of fire sprinkler and fire alarm systems.

Please note that if requested, the above excluded services may be provided, these additional services will be billed according to the attached schedule of hourly rates shown in Exhibit A.

**Relevant Experience:**

Interwest Consulting Group's staff has performed similar reviews on various projects throughout California. Some examples include:

- Stanislaus County Animal Care Facility, Modesto, CA
- Stanislaus County District Attorney's Office T.I. and Remodel Project, Modesto, CA
- Shasta County District Attorney's Office Remodel Project, Redding, CA
- Old Merced Courthouse Tenant Improvement Project, Merced, CA
- Superior Court of California – Existing Court Renovation, Phase 2, Merced, CA
- Sutter Gould Medical Foundation Stockton Ambulatory Service Center Tenant Improvement, Stockton, CA
- Lodi Regional Health System Urgent Care Suite Tenant Improvement, Stockton, CA
- Lodi Regional Health System MOB – Tenant Improvement Phase II, Stockton, CA
- World of Works Science Museum, Lodi, CA
- Clark County Development Services Remodel & Expansion Project, Las Vegas, NV
- Clark County Public Works Multi-Use Center Phase 1 Project, Las Vegas, NV
- Salida Regional Library Improvement Project, Salida, CA

**Qualified Staff**

Interwest Consulting Group's plan review department consists of highly-qualified, knowledgeable and motivated staff of engineers, plans examiners and administrative personnel. Our staff is composed of licensed Structural, Electrical, Mechanical, Civil and Fire Protection Engineers as well as certified plans examiners, all who have numerous years of experience both in the design industry and plan review industry. We thoroughly understand the dynamics and requirements of working for government agencies. Our professional staff successfully provides plan review services to over fifty jurisdictions throughout California, Nevada and Utah. Our staff is skilled in the plan review of sensitive, large-scale construction projects, and delivering accurate and timely reviews. Interwest Consulting Group will assign experienced personnel who are professionally qualified to perform the required plan reviews and will furnish all the necessary materials, resources and training to provide thorough and accurate plan review services. We provide a reliable and prompt schedule for plan reviews and understand the importance of schedule adherence. Staff resumes and client lists are provided as Exhibit B, for your review and use.

**Compensation:**

For the complete plan review services described in this proposal for the Juvenile Hall Commitment Center project we propose a total fee of \$26,400.00. Our fee includes all tasks as identified in the Scope-of Work portion of this proposal.

The proposed plan review fee covers the preliminary, first, second and final reviews, up to two meetings as needed, as well as phone consultation with the design team as necessary. Additional services shall be in addition to the proposed fee, and shall be billed according to the attached Fee Schedule shown in Exhibit A.

Fifty percent (50%) of the plan review fee for the 100% construction document plan review is to be billed after the completion of first review of the final construction documents. The remainder of the fee is to be billed at the completion of the plan review.

If this proposal meets your approval, we will forward an Agreement for Plan Review Services to your office for your review and approval.

Again, thank you for allowing us the opportunity to provide you with this proposal. We are looking forward to working with you on the Juvenile Hall Commitment Center project. Please do not hesitate to call if you have any questions regarding this proposal.

Sincerely,

**Interwest Consulting Group**

Ron Beehler, S.E.  
Regional Manager

## **EXHIBIT "A"**

### **Schedule of Hourly Billing Rates**

<b>CLASSIFICATION</b>	<b>HOURLY BILLING RATE</b>
Division Manager .....	\$140
Senior Structural Engineer .....	\$130
Senior Mechanical/Electrical Plan Review Engineer .....	\$130
Senior Civil Plan Review Engineer .....	\$130
Senior Plans Examiner .....	\$100
Permit Technician .....	\$45
 Miscellaneous charges will include:	
Mileage .....	Current IRS Rate
Reimbursable Expenses .....	Time & Materials

**KEY STAFF MATRIX**

<b>KEY STAFF</b>	<b>INDIVIDUAL'S TITLE AND JOB DESCRIPTION</b>	<b>OFFICE LOCATION</b>	<b>SERVICE PROVIDED</b>
<b>Ron Beehler, S.E.</b>	Division Manager – Oversight and management of projects as well as client relations and contract issues.	Roseville, CA	Project Manager
<b>Roger Peterson, S.E.</b>	Senior Structural Engineer – Provides structural plan reviews and works with the project designers to resolve plan review issues	Roseville, CA	Structural Plan Review
<b>William "Bill" Rodgers, S.E.</b>	Senior Structural Engineer – Provides structural plan reviews and works with the project designers to resolve plan review issues	Roseville, CA	Structural Plan Review
<b>David Castillo, P.E.</b>	Senior Mechanical Engineer– Provides Mechanical and Plumbing plan reviews and works with the project designers to resolve code related issues and to coordinate documents.	Roseville, CA	Mechanical and Plumbing Plan Review
<b>Robert Berna, ICC Plans Examiner</b>	Senior Plans Examiner– Provides fire and life safety plan reviews, electrical plan reviews, and works with the project designers to resolve code related issues and to coordinate documents.	Roseville, CA	Fire and Life Safety and Electrical Plan Review
<b>John Crawford, P.E.</b>	Senior Civil Plan Review Engineer – Provides site and civil plan reviews and works with the project designers to resolve code related issues and to coordinate documents.	Roseville, CA	Civil and Site Plan Review

## **EXHIBIT "B"**

### **Interwest Consulting Group's Client Reference's And Staff Resumes**

#### **CLIENT REFERENCES**

As a full service company to government agencies, we pride ourselves in constantly updating and adding to our list of services and professional staff. The more choices we offer, the more successful we can be in matching our people and services to your exact needs. We provide plan review and/or inspection services for the following jurisdictions and encourage you to contact any of our client references.

**City of Elk Grove**  
**Patrick Blacklock**  
*Community Development Director*  
8400 Laguna Palms Way  
Elk Grove, CA 95758  
916-478-2283  
[pblacklock@elkgrovecity.org](mailto:pblacklock@elkgrovecity.org)

**City of Stockton**  
**Eric Elias**  
*Deputy Director / Building Division*  
345 N. El Dorado Street  
Stockton, CA 95202  
209-937-8561  
[eric.elias@ci.stockton.ca.us](mailto:eric.elias@ci.stockton.ca.us)

**City of Napa**  
**Stephen Jensen, P.E**  
*Chief Building Official*  
1600 First Street  
Napa, CA 94559  
707-257-9540  
[sjensen@ci.napa.ca.us](mailto:sjensen@ci.napa.ca.us)

**County of Napa**  
**Darrel Mayes**  
*Chief Building Official*  
1195 Third Street, Suite 110  
Napa, CA 94559  
707-257-9273  
[dmayes@co.napa.ca.us](mailto:dmayes@co.napa.ca.us)

**City of Folsom**  
**Scott Zangrando**  
*Senior Plan Review Engineer*  
50 Natoma Street  
Folsom, CA 95630  
916-355-7370  
[szangrando@ci.folsom.ca.us](mailto:szangrando@ci.folsom.ca.us)

**City of Suisun**  
**Dan Kasperson**  
*Chief Building Official*  
701 Civic Center Boulevard  
Suisun City, CA 94585  
707-421-7310  
[dan@suisun.com](mailto:dan@suisun.com)

**City of Placerville**  
**John Brownlee**  
*Chief Building Official*  
3101 Center Street  
Placerville, CA 95667  
530-642-5240  
[jbrownlee@ci.placerville.ca.us](mailto:jbrownlee@ci.placerville.ca.us)

**Clark County Nevada**  
**Neal Burning**  
*Plans Examiner Manager*  
9243 Jeremy Blaine Court  
Las Vegas, NV 89139  
702-455-8020  
[developing@co.clark.nv.us](mailto:developing@co.clark.nv.us)

**County of Yuba**  
**Marty Griffin**  
*Chief Building Official*  
915 8th Street, Suite 123  
Marysville, CA 95901  
530-749-5440  
[mgriffin@co.yuba.ca.us](mailto:mgriffin@co.yuba.ca.us)

**City of Lodi**  
**Dennis Canright**  
*Building Official*  
221 West Pine Street  
Lodi, CA 95241  
209-333-6714  
[dcanright@lodi.gov](mailto:dcanright@lodi.gov)



Stanislaus Capital Projects  
1010 10<sup>th</sup> Street, Suite 2300, Modesto, CA 95354  
Phone: (209) 525-4380 Fax: (209) 525-4384

BOARD OF SUPERVISORS

**TRANSMITTAL**

2011 APR 12 A 12: 22

**TO:** Mike Kritscher  
Leland Saylor Associates  
595 Market Street, Suite 400  
San Francisco, CA 94105

**SUBJECT:** STANISLAUS COUNTY  
**REFERENCE:** JUNVENILE HALL COMMITMENT CENTER

**DATE:** 4/11/2011

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 Work Authorization No. 7.

**REMARKS:**  
For your files.

*BOS Note: Approved by the Board of Supervisors on January 12, 2010 in item B-10.*

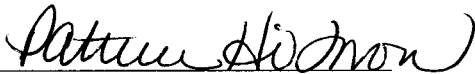
**COPIES:** Patricia Hill Thomas, Original  
Don Phemister (Transmittal Only)  
Darrell Long (Transmittal Only)  
Gino Colacchia (Transmittal Only)  
Norma Baker, Original  
Mark Loeser, Copy  
Liz King, Original  
File AW 2.1.1 (292)  
File AW 5.6.11  
File X 5.6.11.1

**SIGNED:**   
Teresa Vander Veen

**WORK AUTHORIZATION NO. 7**  
**FOR ESTIMATING SERVICES**

- 1 This Work Authorization is entered into as of March 24, 2011, in accordance with the terms and conditions of that agreement between Stanislaus County and Leland Saylor & Associates, Inc. dated April 22, 2008.
- 2 Description of Services: Provide On Call Estimating Services for the Juvenile Commitment Center 95% Construction Documents Estimate by Lionakis/RCE per the attached proposal.
- 3 Period of Performance: March 24, 2011 through April 22, 2011 as directed by the County's Construction Manager.
- 4 NOT TO EXCEED: \$6,565.00
- 5 Funding Source(s): Juvenile Commitment Center Project  
2049 / 0061126 / 62400
- 6 Board of Supervisors Approval Date: January 12, 2010; Board Agenda Item: B-10.

Dated: March 24, 2011



Stanislaus County



Leland Saylor & Associates, Inc.



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

March 3, 2011

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

**RE: Juvenile Hall Commitment Center  
Stanislaus County, CA  
LSA Quote #Q10-045 R3**

Dear Mr. Colacchia:

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

1. **Building Description:** 44,653 Square foot, single story building that will house the Juvenile Hall Commitment Center.

2. **Task Description:**  
LSA to provide a 90% Construction Documents estimate review for the above project and meet with Architect and Client to reconcile the estimates.

**2.1 90% Construction Documents Estimate Review using the attached guidelines as a means of evaluation Architects Estimator's pricing.....\$5,840.00**

**2.2 Reconciliation of the LSA Review to the Architect's estimate if requires at Architect site choice.....\$725.00**

**TOTAL.....\$6,565.00**

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

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



*Page 2 of 3*  
*March 3, 2011*  
*Quote #Q10-045 R3*  
*Juvenile Hall Commitment Center*  
*Stanislaus County, CA*

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

This quotation is subject to review of all documents prior to start of work. All documents must be in house prior to start of work. If additional documentation is received after substantial completion of our estimate, incorporation of revised drawings will be billed on a Time & Material basis. All estimates require a minimum of two weeks from notice to proceed to completion of estimate. Estimates are complete and submitted in three (3) copies, including civil, architectural, structural, mechanical and electrical disciplines, as applicable. Extra copies requested by client, owner or contractor will be billed per the expenses and costs sections on the reverse of this page. Leland Saylor Associates shall perform all of its work in accordance with accepted estimating practice and standards.

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

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

Sincerely,

**Mike Kritscher MBA CPE**  
**LELAND SAYLOR ASSOCIATES**

Accepted for: **Stanislaus County Capital Projects**

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

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

MK/am

## CONTRACT CONDITIONS

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

### SCOPE OF THE AGREEMENT

Please refer to the attached proposal letter for Scope Definition.

### CONTRACT CONDITIONS

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

### LIMITATIONS ON LIABILITY

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

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

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

### INDEMNIFICATION

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

### TIME OF PERFORMANCE

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

### INVOICE AND PAYMENT POLICY

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

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

### ATTORNEY FEES

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

### COMPENSATION BILLING

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

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

#### (b) EXPENSES AND COSTS

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

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