

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-2

Urgent

Routine

CEO Concurs with Recommendation YES NO
(Information Attached)

AGENDA DATE September 21, 2010

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 Minor Renovations at the Health Services Agency Public Health Laboratory to Pacific Design and Associates, Inc. of Modesto, California

STAFF RECOMMENDATIONS:

1. Authorize the Chief Executive Officer, or his designee, to award and sign a contract for professional architectural design services for the development of plans and specifications for minor renovations at the Health Services Agency Public Health Laboratory to Pacific Design Associates, Inc. of Modesto, California for the lump sum amount not to exceed \$9,950.
2. Authorize the Project Manager to issue a Notice to Proceed contingent upon receipt of proper insurance.

FISCAL IMPACT:

The total estimated cost of the Polymerase Chain Reaction (PCR) Project previously approved by the Board was \$376,585, which included equipment costs of \$281,585, and construction costs estimated not to exceed \$95,000. Homeland Security Grant funding of \$281,585 will fund equipment costs, and Public Facility Fees (PFF) of \$66,431 previously approved by the PFF Committee, and Health Services Agency Public Health Laboratory fund balance of \$28,569 will fund construction cost associated with minor renovations necessary for the PCR Project.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-582

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien
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) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Contract for Professional Architectural Design Services for the Development of Plans and Specifications for the Minor Renovations at the Health Services Agency Public Health Laboratory to Pacific Design Associates, Inc. of Modesto, California
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FISCAL IMPACT (Continued):

On June 29, 2010, the Board of Supervisors authorized the Chief Executive Office to issue a Request for Proposal (RFP) for professional architectural design services for the development of plans and specifications for the minor renovations at the Health Services Agency Public Health Laboratory, and authorized the Project Manager to open and evaluate proposals on July 21, 2010 immediately after 4:00 p.m., and return to the Board to recommend an award.

On July 21, 2010 seven proposals were received and opened from:

- Bahr Architects of San Francisco, California
- Williams + Paddon Architects and Planners, Inc. of Roseville, California
- Kitchell of Sacramento, California
- Pacific Design Associates, Inc. of Modesto, California
- LDA Partners, LLP of Stockton, California
- Architecture Plus, Inc. of Modesto, California
- Gutierrez Associates Architects of Oakland, California

Chief Executive Office reviewed the proposals and Gutierrez Associates Architects, Pacific Design Associates, Inc., and Williams + Paddon Architects and Planners, Inc. were short listed for interviews.

On September 13, 2010, a separate interview team comprised of staff from the Health Services Agency and Chief Executive Office, conducted interviews with the three finalists.

At this time the Chief Executive Office is returning to the Board for approval to award a contract for professional architectural design services for professional architectural design services for the development of plans and specifications for the minor renovations at the Health Services Agency Public Health Laboratory to Pacific Design Associates, Inc. of Modesto, California, the respondent who scored the highest and was determined the best fit for the project for the lump sum amount not to exceed \$9,950.

Recommendations for final scope, design and actual cost estimates will be returned to the Board of Supervisors prior to seeking bids for construction.

DISCUSSION:

The construction of the Stanislaus County Health Services Agency Public Health Laboratory was completed in 1962. The public's health depends upon the rapid, reliable transmission of test results and other vital health data. Elected officials, policy

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makers, public health, clinicians and emergency responders rely on this data to diagnose, treat and control health threats. Public health laboratories play an essential role in public health and safety. They function to generate critical data used to make informed decisions regarding the implementation of preventative measures and development of effective policies that protect the public from unforeseen conditions, hazards, and threats.

The Health Services Agency's Public Health Department identified the need for a polymerase chain reaction (PCR) system as a critical piece of laboratory infrastructure that will be key in the surveillance and monitoring activities of the County Health Department. Laboratory applications for this equipment include confirmation of bioterrorism, the H1N1 virus and norovirus.

On December 22, 2009, the Board approved minor renovations needed at the Public Health Laboratory to create an environment where staff can operate most efficiently and effectively and space where the new PCR equipment could be accommodated.

Recommended modifications to the existing space to support the PCR system were approved by the Board as follows:

- Removal of the existing door from the hall into the new lab space. The existing door into the lab will remain;
- Remove the carpet and replace with sheet vinyl with coved base;
- Remove the existing acoustical ceiling and replace with new gypsum board ceiling;
- Re-paint the room;
- Install new electrical receptacles to accommodate the new equipment;
- Modify the existing heating and air conditioning system to tie into the existing lab system;
- Provide new cabinetry and counter tops; and
- Install a new sink with eye-wash capability.

At that time, the Board also authorized the Project Manager to issue an RFP for licensed contractors for minor renovations.

In the Spring of 2010, Capital Projects staff reviewed the project and the complex requirements of the equipment and recommended a change to the project delivery method. Capital Projects staff believed by enlisting professional architectural design services, to control the cost and the quality of the project, and to ensure the bids the County receives from Licensed Contractors are comparable.

On June 29, 2010, the Board approved a recommended change to the project delivery method which included issuing a RFP for architectural design services for the

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development of plans and specifications for the minor renovations at the Health Services Agency Public Health Laboratory, and authorized the Project Manager to open and evaluate proposals on July 21, 2010 immediately after 4:00 p.m., and return to the Board to recommend an award.

At this time the Chief Executive Office is returning to the Board for approval to award a contract for professional architectural design services for professional architectural design services for the development of plans and specifications for the minor renovations at the Health Services Agency Public Health Laboratory to Pacific Design Associates, Inc. of Modesto, California, the respondent who scored the highest and was determined the best fit for the project for the lump sum amount not to exceed \$9,950.

Recommendations for final scope, design and actual cost estimates will be returned to the Board of Supervisors prior to seeking bids for construction.

It is anticipated that when the project is completed, the new PCR equipment will enable the Health Services Agency Public Health Laboratory's capability in identifying viral diseases inclusive of bioterrorism, influenza, and norovirus. This is extremely important as longer wait times reduce Public Health's ability to respond to and mitigate H1N1 infections. As longer turnaround times occur due to an ever increasing number of sick people emerging, the ever-widening sphere of infection could ultimately result in an "outbreak".

POLICY ISSUES:

The Board of Supervisors should determine if approval of this matter will supports the Board priorities of A Safe Community, A Healthy Community, and Efficient Delivery of Public Services.

STAFFING IMPACT:

Chief Executive Office Capital Projects, Health Services Agency Public Health, and Office of Emergency Services staff will collaborate to ensure the project is implemented.

CONTACT PERSON:

Patricia Hill Thomas, Chief Operations Officer. Telephone: 209-525-6333

AGREEMENT FOR DESIGN SERVICES

This agreement is made and entered into this 21st day of September, 2010, by and between the County of Stanislaus (hereinafter referred to as "County"), and Pacific Design Associates, Inc. (hereinafter referred to as "Architect").

ARTICLE 1

1. THE PROJECT DESCRIPTION

The Architect shall provide all services incident to the design and administration of the Stanislaus County Health Services Agency (HSA) Public Health Lab Renovation, see **Exhibit A**.

ARTICLE 2

2. THE DESIGNATED PERSONNEL AND CONSULTANTS

The Architect shall provide the following personnel on the Project.

Architect's Key Staff

Principal-in-Charge Donald W. Phillips AIA

ARTICLE 3

3. SCHEDULE OF SERVICES, BUDGET, AND OPTIONAL SERVICES

3.1 Schedule: Promptly after execution of this agreement, the Architect/Engineer shall prepare and submit for approval to the County a detailed design schedule in a format approved by the County showing the order in which the Architect/Engineer proposes to carry out his services. The design schedule shall apply to the completion of all services listed hereunder with the times established by this agreement. The design schedule must be compatible with the **Master Project Schedule, Exhibit B**, prepared by the County.

3.2 Construction Documents Phase: The Architect shall complete the Construction Documents Phase within **thirty (30) calendar days** after receipt of County's written authorization to proceed with Construction Documents Phase, exclusive of time for reviews by County and state agencies.

3.3 Bid Phase: The Architect shall answer questions under the Bid Phase.

3.4 Construction Phase: The Architect shall be available to answer questions during the Construction Phase through completion.

3.5 Budget: The budget, which is subject to revision by the County, is based on conceptual plans developed by the County.

3.5.1 The total construction budget is \$65,000.

3.5.2 The County may, in its sole discretion, add to or reduce from the program of space requirements and adjust the total construction budget. If the Scope of Work is adjusted, the County and the Architect shall enter into an amendment to this agreement to adjust the compensation payable to the Architect.

ARTICLE 4

4. COMPENSATION AND METHOD OF PAYMENT

4.1 Total Compensation: The total compensation by the County to the Architect for work performed under

this agreement shall not exceed **Nine Thousand Nine Hundred Fifty Dollars and no/cents (\$9,950.00)** unless amended by the County. The County expressly reserves the right to deny any payment or reimbursement requested by the Architect for services or work performed which is in excess of the contract limit, unless such payment is approved by the County as an Additional Service, as set forth below.

4.2 Payment: For work completed and upon submittal of monthly invoice statements in duplicate, the County shall pay the Architect for services rendered in an amount not to exceed the task totals set forth in Section 4.1.

4.3 Notice to Proceed: The Architect shall not commence work until a Notice to Proceed is issued by the County.

4.4 Authority by County: This agreement shall not be considered as giving exclusive authority to the Architect for performing all services pertaining to the design and/or construction of the project. The County may perform, may not perform, or have performed by others, any phase, or any portion of any phase, of the various professional services outlined in this agreement.

ARTICLE 5

5. DEFINITIONS

5.1 Appropriate Authorities and Agencies shall mean 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.

5.2 Contract Administrator shall be the County's Administrator or the authorized representative. The representative shall represent the County in all matters except when approval is specifically required by the Board of Supervisors.

5.3 Construction Cost (General):

5.3.1 The construction cost shall be the total cost to the County of all elements of the project designed or specified by the Architect.

5.3.2 The construction cost shall include costs at current market rates, escalated to the mid-point of construction, including a reasonable allowance for overhead, profit, and design contingency.

5.3.3 Construction cost does not include the compensation of the Architect and the Architect's consultants, the cost of land, rights-of-way, County's bidding contingency, moveable furnishing and equipment, change order contingency, County contingency, or other costs which are the responsibility of the County.

5.4 Budget is amount initially established by the County and as developed in response to the "Program of Space Requirements" as the maximum construction cost it will pay as defined in Article III.

5.5 Estimate shall mean the County-approved estimate of cost of the construction work established at a specific period in time to indicate the amount to be used to guide the design of the project. 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.

5.6 Alternate Bid: The bid received to do the work which the Contract Documents clearly identify as Alternate Work. The County may, at its option, choose to have Alternate Work incorporated into the total project.

5.7 Project Manager is the authorized representative of County whose responsibility it is to administer this agreement, provide assistance to the Architect, and act as liaison.

5.8 Basic Work is the construction work included in the Base Bid(s) described in the Contract Documents.

5.9 Alternate Work is the construction work included in the Alternate Bids, if there be any, described in the Contract Documents.

5.10 Construction Manager (CM) is the firm, individual, or County employee designated by the County to aid in the management and consulting on the Project.

5.11 Project Schedule is the County-approved schedule for design and construction of the Project (see **Exhibit B**).

ARTICLE 6

6. BASIC ARCHITECTURAL SERVICES OF ARCHITECT

6.1 Services in General: The Architect shall:

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

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

6.1.3 [Deleted]

6.1.4 Field check conditions as required to complete the work required under this agreement.

6.1.5 Contract for or employ at their expense (and approval by the County) consultants to the extent he deems necessary for design of the Project including Mechanical, Electrical, Structural, and Civil Engineers licensed as such by the State of California and other Consultants necessary for development of the Project. This paragraph shall not create any obligation or contractual relation between County and any consultants retained by the Architect under the terms of this agreement.

6.1.6 Provide the Principal-in-Charge, Project Manager, and Designer (see designated personnel on title page) 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 through completion of services provided for in this agreement.

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

6.1.8 Abide by all regulations imposed by funding sources, such as auditing requirements, bond requirements, payroll affidavits, etc.

6.1.9 All travel and related costs required to perform the Architectural service for the Architect and its consultants will be included as a reimbursable cost for each phase.

6.1.10 Provide design and construction Contract Documents for the Building Phase including alternates, allowances, and options as specified by the County.

6.2 Construction Phase: 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.

6.2.1 The Architect shall perform all services required of the Project Architect/Engineer within the

time specified in the Request for Proposals.

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

6.2.3 The Architect shall furnish definitions, clarifications, responses to request for information (RFI), and interpretations of the drawings.

6.2.4 The Architect will e-mail clarifications/RFI's at no additional charge to the County.

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

6.2.6 The Architect shall make visits to the site as he deems necessary.

6.2.7 If Contractor requests a change order or claim, the Architect shall review and recommend appropriate action on such request and the time and/or price change requested. If the Architect does not agree with the request for change or claim by the Contractor, the Architect will immediately prepare findings and recommendations setting forth the facts and providing an analysis upon which the recommendation is made.

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

6.2.9 The Architect shall work with the County's Construction Manager's personnel and abide by the Construction Manager's procedures.

ARTICLE 7

7. DOCUMENTS AND DRAWINGS

7.1 Ownership of Records: Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, CADD files, and renderings prepared by the Architect which shall be the property of County. The Architect shall furnish the County with all documents and drawings at County's request whether or not complete upon completion of the Project, or upon suspension or termination of this agreement. The Architect shall have the right to retain copies of documents and drawings for its records. CADD files must be in a format readily usable with AUTOCAD Version 12.

7.2 Reproduction: The Architect shall furnish to the County for reproduction, original tracings or equivalent quality reproducible drawing and specification report masters for bidding and presentation, plus six copies.

ARTICLE 8

8. CONTROL OF CONSTRUCTION COSTS

8.1 Format and Comparing Estimates: All required estimates of construction costs by the Architect shall be a detailed take-off by CSI format on a computerized system.

8.2 Responsibility for Construction Cost: The County requires that the total estimated cost shall not exceed the approved budget. The Architect will advise the County in determining the scope and quality of the Project. The Architect must provide bid construction documents that maintain the final construction cost within budget.

8.3 Review of Project to Reduce Potential Cost Prior to Approval of the Design: If the current estimate of construction cost exceeds the then-current budget, the Architect shall immediately notify the County. The Architect shall

assist the County to keep construction costs within budget

8.4 Architect's Obligation to Modify Documents:

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

ARTICLE 9

9. THE COUNTY'S RESPONSIBILITIES: The County shall provide the following services and materials to the Architect, and the Architect may rely on the accuracy thereof if reasonable to do so.

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

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

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

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

ARTICLE 10

10. TIME

10.1 Time is of the essence of this agreement.

10.2 The Architect shall comply with all response times or schedules specified in this Contract and in the Request for Proposals or as agreed to by the County.

ARTICLE 11

11. ADDITIONAL AND OPTIONAL SERVICES

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

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

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

11.2.2 [Deleted]

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

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

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

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

11.2.7 Providing services in connection with a public hearing, arbitration proceeding; or legal proceeding except where the Architect is party thereto and except as otherwise required of the Architect herein.

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

ARTICLE 12

12. TERMINATION OF AGREEMENT

12.1 Either party may terminate this agreement upon seven (7) days written notice should the other party fail substantially to perform its terms-through no fault of the party initiating the termination.

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

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

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

12.5 The rates for such compensation shall not exceed the amount set forth as **Exhibit C**. Acceptance by the Architect of such payment shall constitute a complete accord and satisfaction between the parties.

ARTICLE 13

13. INSURANCE

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

13.1.1 **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.

13.1.2 **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.

13.1.3 **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, owned/non-owned 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.**

13.1.4 **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.

13.2 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.

13.3 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 owned, leased, hired or borrowed 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.

13.4 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.

13.5 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.

13.6 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.

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

13.8 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.

13.9 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.

13.10 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.

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

ARTICLE 14

14. INDEMNIFICATION

14.1 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 of every name, kind, and description, 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 alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

14.2 Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.

14.3 Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

14.4 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

ARTICLE 15

15. STATUS OF CONSULTANT

15.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement,

has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. 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.

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

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

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

15.5 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.

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

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

ARTICLE 16

16. RECORDS AUDIT

16.1 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.

16.2 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.

ARTICLE 17

17. 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.

ARTICLE 18

18. 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.

ARTICLE 19

19. 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.

ARTICLE 20

20. 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
1010 10th Street, Suite 2300
Modesto, CA 95354
(209) 525-4380 (phone)
(209) 525-4384 (fax)

To Consultant: Pacific Design Associates, Inc.
1218 K Street, Suite 100
Modesto, CA 95354
(209) 577-2288 (phone)
(209) 577-5726 (fax)

ARTICLE 21

21. CONFLICTS

Consultant represents and warrants 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.

ARTICLE 22

22. 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.

ARTICLE 23

23. 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.

ARTICLE 24

24. 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.

ARTICLE 25

25. 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.

ARTICLE 26

26. 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.



ARTICLE 27

27. EXHIBITS

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

- Exhibit A: Scope of Work
- Exhibit B: Project Schedule
- Exhibit C: Total Charge-out Rates

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

<p>COUNTY OF STANISLAUS</p> <p>By: _____ "County"</p>	<p>PACIFIC DESIGN ASSOCIATES, INC.</p> <p>By:  "Consultant"</p>
<p>APPROVED AS TO FORM:</p> <p>By:  John P. Doering, County Counsel</p>	

**EXHIBIT A
PROJECT DESCRIPTION**

1. SCOPE OF SERVICES

The space to be used for the Polymerase Chain Reaction (PCR) equipment is an existing office adjacent to the lab. The size of the office is approximately 10' x 15'. There are two 3'-0" wide doors into the space; one from the hall and one from the existing lab. The existing ceiling is 12"x12" acoustical tiles, either glued to the sheathing or in a hidden, spline grid system. The existing floor covering is carpet. The building is a single story, wood framed structure on a raised floor system on stem wall foundation. The roof is flat, post and beam construction, over the office and mono-pitched over the lab with the high side next to the office. The existing office walls are painted gypsum board except for adjacent to the lab which is glass in steel frame. The office is heated and cooled from the main building HVAC system, not from the lab system. There is no water or waste in the office. The existing office electrical consists of a couple of convenience receptacles and a surface mounted fluorescent light fixture.

The office space needs to be modified into new lab space to accommodate the new Polymerase Chain Reaction (PCR) equipment and associated accessories. The work to accomplish this is as follows:

1. The door to the hall needs to be removed and the opening framed in, insulated with sound batts, and 5/8" type "X" gypsum board installed on each side, smooth finish and painted.
2. The glass wall between the office and the lab needs to be modified to eliminate the glass, but keep the door and "frame". The wall surface in the new lab needs to be minimum of 5/8" gypsum board smooth finish and painted.
3. The acoustic ceiling material needs to be removed and replaced with new 5/8" gypsum board, smooth finish and painted.
4. The carpet and base needs to be removed and replaced with sheet vinyl with coved base, medical quality or better, with welded seams.
5. New cabinets and counter tops need to be installed in the new lab space. Approximately 20 linear feet of base cabinets with solid surface, absorption resistant, counter tops and approximately 8 linear feet of upper cabinets. The cabinets are to be WIC custom grade minimum with laminate plastic finish. Use stainless steel hardware.
6. A new 30" stainless steel sink with foot pedal, waste water piping and waste water pump. Connect to existing lab water and waste lines. An eye wash needs to be installed.
7. A new hood, approximately 54" long, purchased by the Owner, is to be installed with vent piping, roof penetration, flashing and vent cap. Power for the hood is to be run from the existing electrical room in conduit. The conduit will be surface mounted to the existing lab wall, neat and level.
8. New electrical outlets are to be installed in the new lab. There will be approximately seven (7) new circuits and up to seven (7) new outlets. Install Sq. D NQOB or equal circuit breakers in the existing panel.
9. New fluorescent lighting is to be provided.
10. The existing HVAC, supply and return, to the new lab space is to be capped off. A new HVAC supply (and return) duct is to be run into the space from the existing lab HVAC system. The new duct is to be round to match existing, and exposed in the existing lab terminating through the wall off the new lab space.

11. Panic buttons are to be installed in the new lab space; two (2) hard wired and one (1) portable.
12. A new cabinet and counter top accessible from three sides, approximately 3' x 5' is to be installed in the existing lab. No power, water or waste is required.
13. All materials used shall be medical and laboratory use rated and approved for such use.

2. **DELIVERABLES**

- Plans and Specifications for bidding purposes to General Contractor

EXHIBIT B
MASTER SCHEDULE

Interviews	September 13, 2010
Award Architectural Contract	September 21, 2010
Notice to Proceed with Design	October 4, 2010
Submit Documents for Review	November 1, 2010
Approve Documents	November 8, 2010
Open Construction Bids	December 1, 2010
Award Construction Contract	December 14, 2010
Substantial Completion	January 28, 2011

**EXHIBIT C
TOTAL CHARGE OUT RATES**

Principal-In-Charge.....	\$150.00 / hr
Administrative Architects	\$125.00 / hr
Project Managers.....	\$110.00 / hr
Project Designers	\$100.00 / hr
Project Captains	\$95.00 / hr
Cadd Operators	\$85.00 / hr
Clerical.....	\$65.00 / hr