

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-9

Urgent

Routine

AGENDA DATE April 3, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Contract for Professional Architectural Services to Initiate the Bridging Design Phase for the Reuse of the Former Medical Arts Building for the Coroner/Video Visitation/Medical Records Facility to Pacific Design Associates, Inc., of Modesto, California; and Related Actions

STAFF RECOMMENDATIONS:

1. Authorize the Project Manager to execute a contract for professional architectural design services for the bridging design phase for re-use of the former Medical Arts Building to provide for the construction of the Coroner Public Administration Facility, Video Visitation, and Medical Records to Pacific Design Associates, Inc. of Modesto, California for the lump sum amount not to exceed \$273,000.
2. Authorize the Project Manager to issue a Notice to Proceed contingent upon receipt of proper insurance and bonds.

(Continue on Page 2)

FISCAL IMPACT:

On December 13, 2011, the Board of Supervisors approved the re-use of the former Medical Arts building as the new permanent location of the Sheriff's Coroners Facility along with the Video Visitation operation and Medical Records. Also approved was the Project Financing Plan for the replacement of the Coroners Facility including the commitment of \$6.2 million financed through an internal borrowing from the 2006 Tobacco Endowment Fund.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-141

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

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.

STAFF RECOMMENDATIONS: (Continued)

3. Authorize the Project Manager to execute a contract for specialty abatement and demolition services for the Project to Hazard Management Services, Inc. of Modesto, California for the amount not to exceed \$33,245.
4. Authorize the Project Manager to issue a Notice to Proceed contingent upon receipt of proper insurance and bonds.
5. Authorize the Project Manager to negotiate and sign contracts, work authorizations, and purchase orders for professional services needed in this phase of the project as long as they are within the approved project budget.
6. Authorized the Project Manager to negotiate and sign change orders up to \$25,000, consistent with the County's Change Order Policy for as long as these are within the previously approved project budget.

FISCAL IMPACT: (Continued)

At that time, the Board of Supervisors authorized the Project Manager to issue a Request for Proposals (RFP) for professional architectural design services, authorized the Project Manager to modify the issuance date if necessary, authorized the Project Manager to open and evaluate proposals on January 19, 2012, immediately after 2:00 p.m., and directed staff to return to the Board of Supervisors to recommend the selection of a design team for the project.

On February 16, 2012, eight proposals were received and opened from:

- Dreyfuss & Blackford of Sacramento, California
- ECIFM Solutions of San Ramon, California
- The Design Partnership of San Francisco, California
- Lionakis, Inc. of Sacramento, California
- Nacht & Leiwis of Sacramento, California
- Wilson Architecture, Inc. of Modesto, California
- Stantec of Sacramento, California
- Pacific Design Associates, Inc. of Modesto, California

An evaluation team comprised of staff from the Chief Executive Office Capital Projects and the Sheriff's Office conducted an extensive and thorough review of all proposals, of which Design Partnership, Lionakis, Inc., Stantec, and Pacific Design Associates were invited for interviews and final evaluation.

On March 9, 2012, a separate interview team comprised of staff from the Chief Executive Office Capital Projects and Sheriff's Office conducted extensive interviews. After the interviews, extensive background and reference checks were conducted. As a result, the firm of Pacific Design Associates, Inc. of Modesto, California who was the

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respondent who scored the highest and was determined to provide the most responsive proposal for the project. This team brings with it a nationally recognized forensic Design Team expert and presented an outstanding proposal for the bridging design plans focused on successful delivery of the project within the approved project budget. The successful completion of the bridging document phase will be the key factor in the success of this design-build construction project.

At this time the Project Manager is returning to the Board for approval to award a contract for professional architectural design for the bridging design phase for the design build construction of the Coroner Public Administration Facility, Video Visitation, and Medical Records to the local firm Pacific Design Associates, Inc. of Modesto, California for the lump sum amount not to exceed \$273,000.

On December 13, 2011, the Board of Supervisors also authorized the Project Manager to issue a Request for Proposals (RFP) for specialty abatement and demolition services at the Coroner Public Administration Facility, authorized the Project Manager to open and evaluate proposals, and directed staff to return to the Board of Supervisors to recommend the selection of a design team for the project.

On March 1, 2012, six proposals were received and opened from:

- Entek of Rocklin, California
- Stantec Hazardous Materials Branch of Rancho Cordova, California
- RGA Environmental of Emeryville, California
- Millenium Consulting Associates of Pleasant Hill, California
- ATC Associates, Inc. of Modesto, California
- Hazard Management Services, Inc. Modesto, California

An evaluation team comprised of staff from the Chief Executive Office Capital Projects and the Sheriff's Coroner's Office conducted an extensive and thorough review of all proposals, of which Entek, RGA Environmental, Millenium Consulting Associates, ATC Associates, Inc., and HMS, Inc. were short listed for interviews.

On March 20-21, 2012, a separate interview team comprised of staff from the Chief Executive Office Capital Projects and Sheriff's Coroner's Office conducted interviews interviewed the five finalists. As a result, the local firm Hazard Management Services, Inc. of Modesto, California, who was the respondent who scored the highest and was determined to provide the most responsive proposal for the project.

At this time the Project Manager is returning to the Board for approval to award a contract for abatement and demolition services to Hazardous Management Services, Inc. of Modesto, California for an amount not to exceed \$33,245.

The estimated cost to retrofit the Medical Arts Building and to make the recommended tenant improvements is \$4.9 million, not including a building buy-back plan for the building to the Health Services Agency, which is estimated to be \$1.3 million, for a total

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estimated project cost of \$6.2 million. The total estimated cost through the bridging architectural design phase for this effort is estimated not exceed \$600,470, which funding was previously approved by the Board of Supervisors.

Future project decisions will be brought to the Board of Supervisors at each phase of the project for consideration and approval.

DISCUSSION:

Background

The Sheriff-Coroner has the responsibility of investigating deaths for reasons such as unknown cause of death, no known medical provider, criminal acts and others as directed by Government and Health-Safety codes. Furthermore, the Sheriff shall provide storage for decedents with no known family and for funeral homes when necessary because of lack of capacity at local mortuaries.

The Sheriff-Coroner facility, located at County Center III, on Oakdale Road, in Modesto, was constructed in 1978. The current facility space, equipment, and storage needs have not kept pace with current or future demands and volume of the death investigations conducted at the facility. The facility has outlived its useful service life and is need of repair.

On June 26, 2007, the Board of Supervisors accepted the updated Public Safety Center Jail Needs Assessment and Public Safety Services Master Plan, and authorized the staff to develop an overall implementation strategy which included the development of phasing options, funding options, and professional programming services. In addition to evaluating jail needs, the planning effort included evaluating the need to replace the Sheriff Coroner's Facility. One of the recommendations in the Master Plan was to construct a new Coroner's facility at the County's Public Safety Center, adjacent to other Sheriff's facilities and operations. Subsequent to that in 2008, Board approval was granted to retain professional planning services to provide facility programming and planning for both a new facility to be constructed at the Public Safety Center as well as the potential re-use of a vacant facility in downtown Modesto, formerly known as the Medical Arts Building on 17th Street.

On December 13, 2012, the Board of Supervisors approved the re-use of the former Medical Arts building as the new permanent location of the Sheriff's Coroners Facility. The proposed project will include reuse of the entire second floor and basement/lower level of the Medical Arts Building (MAB), plus a small portion of the first (ground) floor encompassing about 20,000 usable square feet. Much of the existing interior would be removed and reconstructed and the entire building's HVAC system would be replaced. The proposed re-use of the Medical Arts Building is recommended to also include the Sheriff's Video Visitation Facility as well as Medical Records for the Health Services Agency.

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- **Office of the Sheriff-Coroner:** The proposed project would complete the building upgrades and tenant improvements for the Coroner-Public Administrator to meet 2030 projected needs, and would also provide base-level improvements to the balance of the occupiable space in the MAB. While the primary function of the building will serve as the new Coroner's Office, remaining space in the building would be used by the Sheriff for public access to detention video visitation services and Health Services Agency (HSA) for its Medical Records Unit until needed for expansion by the Coroner's office in the long-term future.
- **Ancillary Uses. Sheriff Detention Public Video Visitation.** The Detention Video Visitation system as proposed is divided into two physical components as described below.
 - Electronic systems within the security area of the existing and proposed detention facilities at the Men's Jail and the Public Safety Center (specifically within the new 192-bed Medium Security "Honor Farm Replacement Unit" Housing project and in the proposed AB 900-Phase II PSC Jail Expansion project).
 - A public-access video visitation facility located separate of the jail facilities to accommodate inmate visitors for visitation processing (clearance and visit authority), visit scheduling and monitoring by Sheriff staff and to facilitate the public-side of the visitation using public-access video equipment.
 - The Video Visitation systems have been included in the proposed Public Safety Center Jail Expansion Project to be funded by State Local Detention Facilities Construction Financing under the AB 900 Phase II program application.
 - Physical space for the public-access portion of the Video Visitation process will require remodeling of a portion of the building by removal of existing offices and minimal improvements to accommodate a new Video Visitation Center. These improvements are estimated to cost \$500,000.
 - The remaining available space is planned to be used to accommodate a portion of the HSA Medical Records unit. Medical Records use of the MAB space would incur minimal public visits while vacating a portion of the former County Hospital building at County Center II on Scenic Drive and support long-range planning objectives to ultimately vacate the inefficient and maintenance-prone former County Hospital building. Once a plan is finalized for County Center II, staff will present the plan to the Board for consideration and approval.

At that time, the Board of Supervisors also authorized the Project Manager to issue two Request for Proposals (RFP): 1) for professional architectural design services, and 2) for a specialty abatement and demolition consultant, and requested that staff return to recommend an award for each professional service.

Next Recommended Actions

The next critical steps for the project recommend that the Board of Supervisors approve three additional key actions that will ensure the project proceeds including the following:

- 1. Authorize the Project Manager to execute a contract for professional architectural design services for the for the bridging design phase for the construction of the Coroner Public Administration Facility, Video Visitation, and Medical Records to Pacific Design Associates, Inc. of Modesto, California for the lump sum amount not to exceed \$273,000.***

The Bridging Architect will be required to prepare the design criteria, performance specifications and other project specific material sufficient to provide the basis to procure services for the design-build construction of the Coroner Public Administration Facility, Video Visitation, and Medical Records at the former Medical Arts Building (MAB).

Based on the program and budget requirements, the Bridging Architect will prepare Bridging Documents. If the Bridging Documents and budget are approved, the Bridging Architect will assist the County in reviewing and evaluating bids from design build teams. The Bridging Documents shall be of sufficient detail to show design intent, to correlate the program to new facilities, and to allow design build teams to prepare a bid. In addition, the bridging documents shall specify the exact or minimum amount of usable floor areas required, and the environmental conditions (power, light, heating, cooling, ventilation, etc.) required in each programmed space; and, as appropriate, shall provide specific design directives and design configuration in specific programmed spaces and more detailed design in specific spaces.

- 2. Authorize the Project Manager to execute a contract for specialty abatement and demolition services at the Coroner Public Administration Facility to Hazard Management Services, Inc., of Modesto, California for the amount not to exceed \$33,245.***

The Specialty Abatement and Demolition Services Consultant will be required to ready the building for tenant improvement work including. The work will be separated into three distinct phases: Survey and Design Phase, Phase 1; Bidding Phase, Phase 2; and the Construction Phase, Phase 3.

During the Design Phase, the contractor will prepare the design, specifications and other Project-specific material sufficient to provide the basis for competitive procurement. The contractor will be responsible to develop Project objectives and estimates, prepare designs, design criteria, detail specifications, abate and demolition drawings, review special conditions to the abatement and demolition package submitted to Bidders, assist in evaluation bids, observe abatement and demolition and assist in conducting inspections for substantial and final completion.

During the Bidding Phase, once the County has approved the Construction Documents and the final construction cost estimate, the Consultant will assist the County in interpreting the drawings specifications during the bidding process, and assist the County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

During the Construction Phase, the County anticipates the following abatement and demolition work to be performed by the Consultant:

- Remove all interior walls and wall surface materials, interior doors and frames, interior windows and frames, ceilings and floor coverings, cabinets, plumbing fixtures and accessories, lighting and electrical fixtures and FF & E items.
- Remove all water and waste lines, gas lines, duct work and associated equipment, electrical wiring, conduits, and sub-panels.
- Remove all roof mounted equipment, fixtures, pipes, duct work, caps, curbs, flashings, and roofing materials. Existing skylights are to be removed, un-damaged, refurbished and re-mounted in place during reconstruction. The roof must be left in a water tight condition until the Tenant improvement work is done.
- Remove all exposed exterior lights, conduits, wires, antennas, etc.
- The existing elevator, elevator shaft, elevator equipment, piping, conduits and wiring, pumps, etc., shall remain, un-damaged, and in its present working condition. The existing stairs shall be left in its present working condition.
- Protect all remaining exterior walls, windows and doors, store front systems, steps and ramps, hand railings, gates, electrical service, gas service ,sewer service, storm drain system, sidewalks, streets and alley, etc. from damage.
- All demolition materials and hazardous waste materials shall be removed from the site and disposed of in accordance with laws and regulations.

3. Authorize the Project Manager to issue a Notice to Proceed contingent upon receipt of proper insurance and bonds.

This action will authorize the Project Manager to issue a Notice to Proceed to with Pacific Design Consultants, Inc. of Modesto, California for professional architectural design services, and HMS for specialty abatement and demolition services contingent upon providing the County with proper insurance and bonds.

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Schedule

The design of the abatement and demolition and the bridging design phases will be coordinated. The plan is to have the abatement and demolition effort completed by fall 2012 and then the building will be ready for its renovation in early 2013. Final construction completion and occupancy is anticipated in early to mid 2014 or sooner if possible.

STAFFING IMPACT:

At construction completion, it is anticipated the current existing Sheriff-Coroner staff will maintain existing levels of service in the renovated building. During the programming phase, Harely Ellis Devereaux Corporation evaluated future growth and "right sizing" of today's need based on current staffing and caseload. The study includes an analysis of projected staffing needs through 2030.

POLICY ISSUES:

Approval of this plan promotes the Board's priorities of A Safe Community and Efficient Delivery of Public Services by making the most efficient use of County resources to protect the community.

CONTACT PERSON:

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

DRAFT PROFESSIONAL SERVICES AGREEMENT

AGREEMENT BETWEEN COUNTY OF STANISLAUS AND PACIFIC DESIGN ASSOCIATES

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is dated this **3rd day of April, 2012**, in the City of Modesto, State of California, by and between PACIFIC DESIGN ASSOCIATES, INC, hereinafter referred to as (“**Bridging Architect**”) and the COUNTY OF STANISLAUS, hereinafter referred to as (“**County**”).

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. Scope of Professional Services. For the Project described in Appendix A (“Project”), Bridging Architect shall perform the professional services described in Appendix B (“Services”), and submit the Deliverables described in Appendix B for the compensation set forth in Appendix C (“Compensation”), which appendices are attached and made a part of this Agreement.

2. Term. This Agreement shall become effective upon its execution by Bridging Architect and by County (including approval by the County Counsel). All Services whenever performed shall be deemed performed under this Agreement, and all compensation whenever paid to Bridging Architect on account of the Services shall be deemed as payments of the Compensation and subject to the terms of this Agreement.

3. Standard of Performance. Bridging Architect represents that it possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the high standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

4. Schedule. The Bridging Architect agrees to perform the Services in accordance with the time periods specified in Appendix E and in accordance with any schedule included in this Agreement by reference in Appendix E or a separate appendix. The Bridging Architect will not be responsible for delays to the Project to the extent such delays are caused by events beyond the reasonable control of Bridging Architect, however, Bridging Architect will be responsible for any delays to the Project to the extent caused or contributed to by Bridging Architect’s failure to properly perform the Services.

5. Subconsultants. Bridging Architect shall perform the Services using the key personnel and subconsultants listed in Appendix A. Bridging Architect shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of the Agreement to the extent of their scope of services. Bridging Architect may substitute personnel or subconsultants or subcontract any portion of the Services, only upon County’s written consent, which may be withheld in County’s discretion and subject to the terms in Appendix A. Bridging Architect shall be fully responsible for the work of its subconsultants.

6. Representatives for Both Parties. Both parties shall designate a representative, authorized to act on the parties’ behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Bridging Architect’s services. The parties may delegate all or some of the representatives’ role and function to some other representative.

7. Role of Bridging Architect.

7.1 Pursuant to Public Contract Code Section 20133, Bridging Architect acknowledges and agrees that it cannot also serve as the Design-Build contractor for this Project.

7.2 Notwithstanding the foregoing, the County may, in its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and ask Bridging Architect to serve as the County's principal Project architect. In such case, the County shall provide Bridging Architect with a proposed revised Scope of Services whereby Bridging Architect shall serve as the Architect of Record and perform such other services customarily provided by similar architects on similar projects which the County may, in its sole discretion, request. Bridging Architect shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Bridging Architect's compensation, etc.

8. Indemnification and Liability.

8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782 and 2782.8), Bridging Architect shall defend (with legal counsel reasonably acceptable to County), indemnify and hold harmless County and its Supervisors, officers, agents, departments, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Bridging Architect or its subconsultants), expense and liability of every kind, nature and description, at law or equity (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to any negligence, recklessness or willful misconduct of Bridging Architect, any subconsultant, anyone directly or indirectly employed by them, or anyone that they may control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

8.2 Bridging Architect shall defend (with legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including reasonable attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, 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 County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

8.3 County shall include a provision in the construction contract with the design-build or general contractor on the Project requiring the design-build or general contractor to indemnify Bridging Architect for damages resulting from the negligence of the design-build or general contractor and its subcontractors. County shall also include a provision in the construction contract with the design-build or general contractor on the project requiring the design-build or general contractor to name Bridging Architect as an additional insured on its CGL insurance coverage. The risk of an inadvertent omission of such provisions is on Bridging Architect. Therefore, Bridging Architect shall review the construction contract prior to bidding to confirm that such provision has been included in the draft of the bid documents.

8.4 Bridging Architect shall place in its subconsulting agreements and cause its subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.5 County acknowledges that the discovery, presence, handling or removal of asbestos products polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Bridging Architect's expertise and is not included in the scope of Services Bridging Architect is to perform nor included in Bridging Architect's insurance. County shall hire an expert consultant in this field if the Project involves such materials. Bridging Architect shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Bridging Architect shall be responsible to coordinate with County's expert consultant as required by Appendix A.

9. **Notices and Communications.** County and Bridging Architect shall provide notices to the other in the form of writing, sent by certified mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:

**County of Stanislaus
Capital Projects Office
1010 10th Street, Suite 2300
Modesto, CA 95354
Attn: Patricia Hill Thomas
Project Manager**

**Bridging Architect Address
Pacific Design Associates, Inc.
1218 "K" Street Suite 100
Modesto, California 95354
Attn: Donald W. Phillips
President**

or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service. All notices and normal project communications must be addressed to and/or copied to the County's Owner's Representative (Patricia Hill Thomas or such other person designated in writing by County), including but not limited to notices, payment requests, information requests, approval requests, coordination requests, authorization requests, confirmations of conversations, routine correspondence and deliverables.

10. **Insurance.** Bridging Architect shall comply with all requirements of Appendix D, which is attached and made a part of this Agreement.

11. **Independent Contractor.** Bridging Architect shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between County and Bridging Architect, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Bridging Architect shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Bridging Architect represents that it will collect, report, and pay all sales and or use taxes to the State Board of Equalization. Upon full payment, Bridging Architect will issue County a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving County of all liability for any tax relating to the scope of this Agreement. The Bridging Architect shall pay all other taxes including but not limited to any applicable City of Modesto business tax, not explicitly assumed in writing by County hereunder. The Bridging Architect shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

12. **Conflict of Interest; Confidentiality.**

12.1 Bridging Architect represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code and Section 20133 of the Public Contract Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

12.2 Bridging Architect represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Bridging Architect believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Bridging Architect agrees to comply with all conflict of interest codes adopted by the County and its reporting requirements.

12.3 Bridging Architect covenants 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, Bridging Architect represents to and agrees with County that Bridging

Architect has no present, and will have no future, conflict of interest between providing County the Services hereunder and any interest Bridging Architect may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County. The provisions of this Section shall remain fully effective indefinitely after termination of Services to County hereunder.

12.4 Bridging Architect acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Bridging Architect may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Bridging Architect agrees that all information disclosed by County to or discovered by Bridging Architect shall be held in strict confidence and used only in performance of the Agreement. Bridging Architect shall exercise the same standard of care to protect such information as a reasonably prudent Bridging Architect would use to protect its own proprietary data, and shall not accept employment adverse to County's interests where such confidential information could be used adversely to County's interests. Bridging Architect agrees to notify County immediately in writing if it is requested to disclose any information made known to or discovered by Bridging Architect during the performance of or in connection with this Agreement.

12.5 Any publicity or press releases with respect to the Project or Services shall be under County's sole discretion and control. Bridging Architect shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without County's prior written consent. Bridging Architect shall have the right, however, without County's further consent, to include representations of Services among Bridging Architect's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

12.6 Bridging Architect shall not employ, or attempt to employ, any person who is or was employed by County at any time that this Agreement is in effect, during the term of this Agreement and for a period of six months after the termination of this Agreement or the completion of the Work, without the written consent of the County.

12.7 Bridging Architect and County agree that Bridging Architect's unique talents, knowledge and experience form a basis for this Agreement and that therefore the services to be performed by Bridging Architect under this Agreement are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by Bridging Architect unless approved by written instrument executed and approved in the same manner as this Agreement. Any assignment or delegation of the Services provided in this Agreement without County's express advance written approval shall be deemed null and void.

12.8 The provisions of this Section shall remain fully effective indefinitely after termination of Services to County hereunder.

13. Suspension and Termination of Services.

13.1 County may direct Bridging Architect to suspend, delay or interrupt Services, in whole or in part, for such periods of time as County may determine in its sole discretion. County may issue such directives without cause. County will issue such directives in writing. Suspension of Services shall be treated as an excusable delay, however, suspension of services beyond sixty (60) days may entitle Bridging Architect to additional compensation, if extra costs are actually incurred.

13.2 County may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Bridging Architect commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of County's written notice to Bridging Architect demanding such cure. In the event County terminates this Agreement for default,

Bridging Architect shall be liable to County for all loss, cost, expense, damage and liability resulting from such breach and/or termination.

13.3 County may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever County determines that such termination is in County's best interests. In the event County terminates this Agreement for convenience, Bridging Architect shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date, up to the amount that Bridging Architect would have otherwise earned under the Agreement up to the date of the termination, but may recover no other cost, damage or expense. If such part terminated is severable or priced separately in the Agreement, however, then such severable or separate pricing shall determine the deductive price for the termination.

14. Ownership of Work Product.

14.1 Any interest (including copyright interests) of Bridging Architect or its subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Bridging Architect or its subconsultants at any time in connection with the Services, shall be, immediately upon its creation, the property of County. (Such copyright transfer shall exclude, for example, Bridging Architect's standard sheets, details, and notes, to which County shall be granted a license as set forth below.) To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of County, excluding Bridging Architect's standard sheets, details, and notes. In the event that it is ever determined that any works and any former works created by Bridging Architect or its subconsultants under this Agreement are not works for hire under U.S. law, Bridging Architect hereby assigns to County all copyrights to such works when and as created. Bridging Architect may retain and use copies of such works for reference and as documentation of experience and capabilities.

14.2 Bridging Architect hereby grants to County a non-exclusive, irrevocable license in perpetuity to all studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Bridging Architect or its subconsultants (the "Documents") at any time in connection with the Services. Under this license County may reproduce, distribute, modify or create derivative works of the Documents. In the event County utilizes any portion of the Documents without the involvement of Bridging Architect, County agrees to remove from the Documents all title blocks and information identifying Bridging Architect.

15. Audit/Inspection of Records.

15.1 Bridging Architect shall maintain all documents and records prepared by or furnished to Bridging Architect during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Bridging Architect shall permit County to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to County by this section. Such rights shall be specifically enforceable.

15.2 The Bridging Architect shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by Bridging Architect in the performance of this Agreement. If such books and records are not kept and maintained by Bridging Architect within a radius of fifty (50) miles from the Capital Projects offices of County at 825 12th Street, Modesto, California 95354. Bridging Architect shall, upon request of County, make such books and records available to County for inspection at a location within said fifty (50) mile radius or Bridging Architect shall pay to County the reasonable, and necessary costs incurred by County in inspecting Bridging Architect's books and records, including, but not limited to, travel, lodging and subsistence costs. Bridging Architect shall provide such assistance as may be reasonably required in the course of such inspection. County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this

Agreement or completion of all work hereunder, as evidenced in writing by County, and Bridging Architect shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after County makes the final or last payment or within three (3) years after any pending issues between County and Bridging Architect with respect to this Agreement are closed, whichever is later.

15.3 County further reserves the right to examine and reexamine said books, records and data identified in paragraphs 15.1 and 15.2 during the three (3) year period following termination of this Agreement and/or during Bridging Architect's performance of the Services until the completion of all work hereunder, as evidenced in writing by County.

16. Non-discrimination. Bridging Architect shall not discriminate against any employee or applicant for employment, nor against any subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Bridging Architect shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Bridging Architect shall provide all information reasonably requested by County to verify compliance with such matters. Bridging Architect stipulates, acknowledges and agrees that County has the right to monitor Bridging Architect's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

17. Disputes. Bridging Architect shall continue its work throughout the course of any dispute, and Bridging Architect's failure to continue work during a dispute shall be a material breach of this Agreement. Bridging Architect shall provide County with written notice of claims for additional compensation within a reasonable time of knowledge thereof (but no later than 20 calendar days after first knowledge), supported by correspondence and written materials evidencing the change in the scope of the Services (within 20 additional days), for the purpose of negotiations of the claim and resolution thereof; otherwise, such claim is waived. Claim negotiations shall occur a minimum of two times, once at the project level, and then at the executive level. Should claim negotiations prove unsuccessful, and if Bridging Architect files a Government Code section 910 claim, then pursuant to Government Code Section 930.2, the time period to do so shall be no later than 120 days following completion or termination of the Services (whichever first occurs.) The parties must thereafter engage in non-binding mediation using a mediator pre-qualified by the American Arbitration Association for construction industry mediation, as a precondition of any litigation, and if litigation should occur, then the parties shall engage in judicially supervised non-binding arbitration. The requirements of this section are non-waivable except by written agreement signed by both parties and approved as to form by their legal counsel.

18. No Incidental or Special Damages. Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

19. California Law. This Agreement shall be deemed to have been executed in the City of Modesto, Stanislaus County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Stanislaus County, California. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement.

20. No Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

21. Entire Agreement. This Agreement shall supersede all prior or contemporaneous purchase orders, letter agreements or any other agreements (oral or written) that may apply to Services. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

22. No Waiver. The granting of any payments, and any inspections, reviews, approvals or oral statements by any County representative, or certification by any governmental entity, shall in no way limit Bridging Architect's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof (including, but not limited to, provisions previously waived or not enforced). This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of County and Bridging Architect.

23. Statutes of Limitation. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of County's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

24. Severability. Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

25. Insurance Coverages. Any provision of this Agreement or of any subsequent agreement or modification to this Agreement, that in any manner purports to waive recovery of damages otherwise subject to any insurance coverages, shall be void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

STANISLAUS COUNTY

By _____
Patricia Hill Thomas
Chief Operations Officer/
Assistant Executive Officer

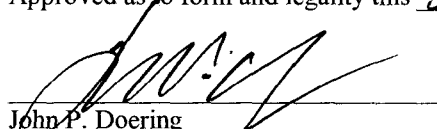
PACIFIC DESIGN ASSOCIATES, INC.,
a California corporation,

By _____
Donald W. Phillips
President

Attest _____

Print Name and Title
(If Corporate: Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer)

Approved as to form and legality this 30 day of March, 2012.



John P. Doering
County Counsel

County Resolution No. _____

LIST OF APPENDICES AND SCHEDULES

Appendix A	Project
Appendix B	Services
Appendix C	Compensation
Appendix D	Insurance
Appendix E	Schedule

APPENDIX A – PROJECT

This is an appendix attached to, and made a part of, the Professional Services Agreement dated April 3, 2012 (“Agreement”) between STANISLAUS COUNTY (“County”) and Pacific Design Associates, Inc. (“Bridging Architect”), for the provision of professional services (“Services”).

CORONERS / PUBLIC ADMINISTRATOR FACILITY

Project Overview

Stanislaus County desires to relocate the existing Coroner’s/Public Administrator facility currently located on Oakdale Road in Modesto, CA. Stanislaus County undertook a program feasibility study by Crime Lab Design to determine and understand the conditions required for utilizing an existing building located at 17th and G streets in Modesto, CA.

The current function of the Stanislaus County Coroner’s facility is to effectively and efficiently meet the needs of the community by providing the highest quality investigative and forensic services. The office investigates deaths as outlined by government and health safety codes, provides storage for decedents with no known family and for funeral homes when necessary and protects the assets of the next of kin.

The following criteria impact facility size and make it essential for a new larger facility:

- Growth in population
- Changes in crime rate
- Changes in operational procedures
- Increased workload as a result of teaching responsibilities and through contracts and arrangements with other counties
- Funding changes
- Technology developments
- Legislation changes

Program needs to include modern autopsy and support areas, decedent storage, offices, training facilities, technologically-advanced equipment, instrumentation, and efficient, ergonomic and productive work environments.

Facility Requirements

The following are client requirements as identified during the Needs Assessment process:

- A building that can be operated 24/7 and that will incorporate safety and security for the employees
- A building meeting the current requirements for size of autopsy, storage and office space.
- Merge the Public Administrator component with the Coroner’s office
- Incorporate flexibility in building system and utility design to allow changes in the future
- Storage is essential and must not be undersized
- Planning decisions should consider the effects of a mass casualty in all areas especially parking and security
- Provide space in the new facility for the Northern California Transplant Bank and Donor Network

Many factors need to be considered in accommodating the coroner and laboratory component of this project on the selected project site. The following briefly describes these considerations:

- Site Access – Two site access points are preferred to maintain security between facility personnel and the public. Access to the site for shipping and receiving of sensitive materials should also be separated from decedent intake areas to ensure proper process and procedures. Entry and exit surveillance should be provided via CCTV, card readers, or other bio metric methods.
- Emergency and Service Access – to ensure facility safety, proper circulation – paths should be coordinated with local authorities for emergency and fire department vehicles.

- Site Lighting – Lighting should be designed to discourage vandalism, threats, and to promote good security measures. As this is proposed to be a 24 hour facility, lighting and security in the parking zones of the facility as well as at the entrances are of paramount importance for the safety and wellbeing of the building inhabitants.
- Security: Proximity reader cardkey system or biometric readers; CCTV system for lobby, staff entrance, and decedent entrance; secure, well-lit parking zone for the employees
- Interior Lighting: Windows provided for all offices, open office areas and public areas; natural light is preferred in the autopsy suite, the autopsy room and the recovery suite
- Emergency: Utility backup systems should be provided, including emergency power
- Finishes: The facility finishes should be durable and long lasting while also being low-maintenance
- Exterior Support Space: Adequate space and utility support for mobile cooler/freezer units
- Tours: Design of facility to allow for tours and group educational programs with minimal disruption to facility operations.

Program Summary

The information contained in the program can be summarized as follows:

SPACE TYPE	2010 GSF	2020 GSF	2030 GSF
AUTOPSY	4,318	4,318	4,318
SUPPORT / TISSUE BANK	8,539	8,539	8,539
OFFICE AND ADMINISTRATIVE	1,656	2,691	3,484
ADMINISTRATION SUPPORT	5,505	5,505	5,505
TOTALS	20,018	21,053	21,847

Details of the program are included in the PROGRAM FEASIBILITY STUDY, prepared by Crime Lab Design dated December 31, 2009, which is available upon request to the Construction Manager.

Proposed Site Analysis

The County of Stanislaus has identified an existing structure located at the corner of G and 17th Streets in Modesto, California for the purposes of relocating the Coroner facility. An assessment of the location and surrounding site follow:

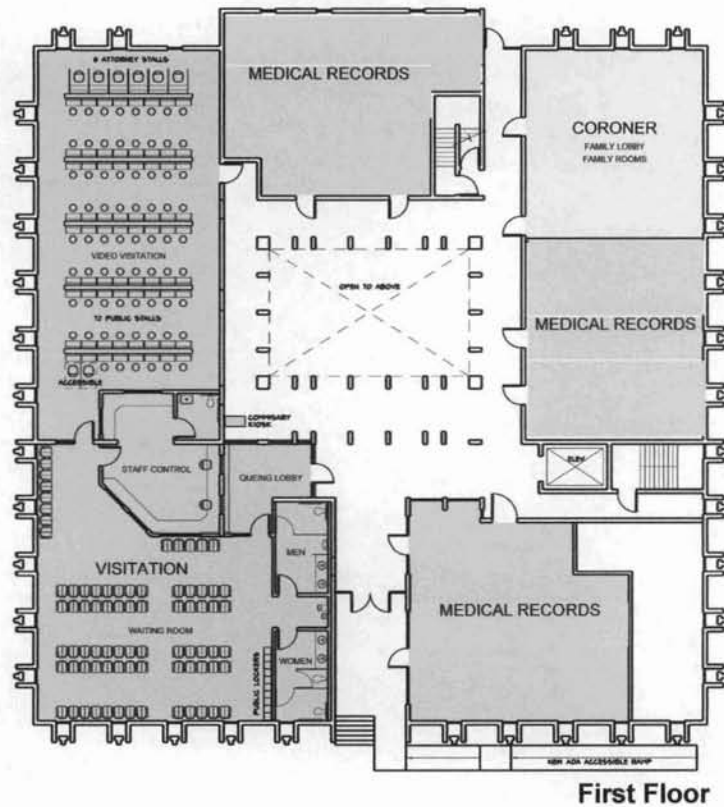
- Main public entry for the building is on the 17th Street side.
- Central location at the corner of 17th & G provides an identity to the community for the County functions of both Coroner and Property. This is both a positive and negative; positive in that the public location provides better access and location identification than the current facility but negative with regards to the sensitive function that the Coroner entails.
- Because of the availability of underground parking, sensitive drop-off and pick-up of decedents could take place within the building. This ameliorates some of the issues from the previous point. Access to the underground parking will present a challenge to meet the vehicle needs of the Coroner.
- The building takes up most of the site requiring major mechanical to be located in the building or on the rooftop. It also provides some challenges to the location of emergency power generators.
- Although some employee parking may be accommodated in the building basement, not all future staff will be accommodated for parking within the structure nor is visitor parking accessible within the building or on-site. Parking will have to be accommodated at adjacent surface parking areas and street parking.
- Site limitations do not allow for the parking of refrigeration trucks in the event of a mass casualty.
- Site drop-off of non-sensitive materials should be processed through the main entry of the building.

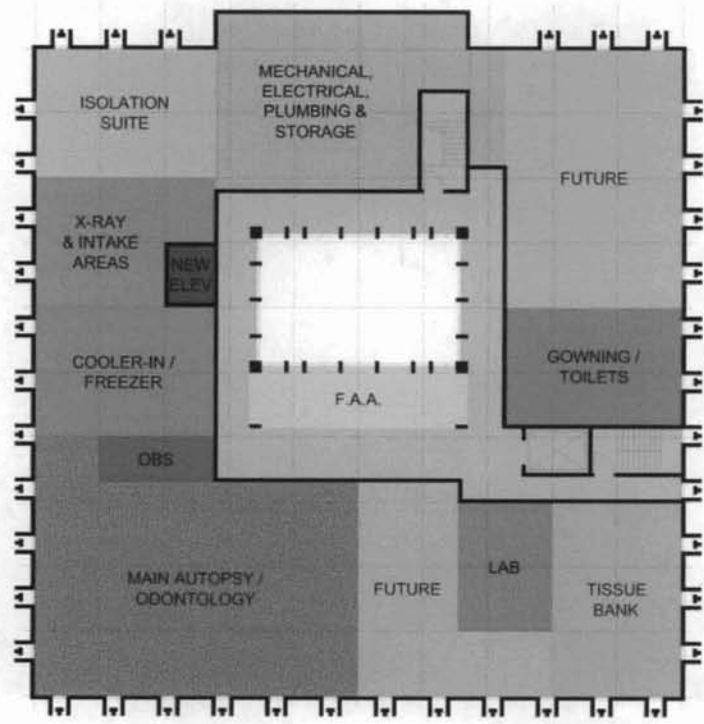
The existing building was built in the early 1960's and has two floors and an underground parking garage. The exterior walls are CMU and the floors are cast-in-place "waffle plate". The underground parking garage is cast-in-place concrete. There is an existing elevator that runs from the parking garage to the second floor. There are two stair wells, one of which is between the first and second floors only. New electrical service and fire protection

services will be required, and the mechanical system must be replaced. The interior of the building will be abated and demolished under a separate contract.

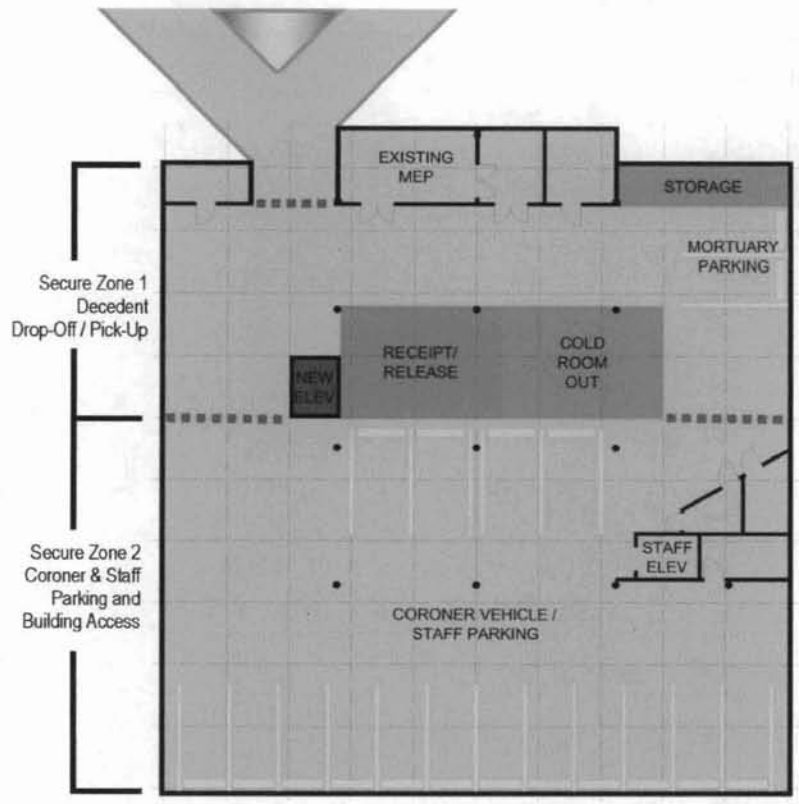
Design Analysis – 2010

The following illustrations show one potential scenario for fitting the 2010 program into the proposed existing building. There are many other scenarios for fitting the program into this facility. It has sufficient square footage to contain this program including the additional square footage to continue to support this program up to the 2030 time projection.





Second Floor



Lower Level

Based on this proposed blocking concept, this building appears to provide sufficient future expansion to meet the needs of the Coroner program through the 2030 timeframe while meeting current accommodation needs for 2010 in

an expandable scenario. Immediate plans should begin with concentrating on the build-out and utilization of the second floor. Additionally, provisions for parking, decedent and evidence/property drop-off and pick-up should also be made at this time in the lower level. Last, the family space located on the first floor should be fit out to provide an understandable and easy-to-find identity within the larger building. Mechanical, Electrical and Plumbing infrastructure should be planned for at the early demolition stages to outfit the facility for the full 2030 program. Office and Administrative areas can easily be subdivided to provide current work areas for 2010 functions on the second floor as well as space on the first floor for future expansion. Autopsy space can either be built at the beginning while only outfitting the space with enough autopsy fixtures as needed for current capacity or modular rooms can be planned where only those spaces as needed in today's plan can be built and finished with provision for the fit and finish of future adjacent spaces as necessary.

As stated earlier, there are multiple concept fits that could work with this building configuration. The County's preliminary study shows only that the program will fit up to the 2030 time span with additional future expansion as necessary. Next steps of further schematic design studies will be undertaken in conjunction with County personnel to design the space most appropriate to the process and protocol of the employees of the Stanislaus County Coroner and Public Administration.

Video Visitation

The County is considering the implementation of a remote Video Visitation Center to accommodate Public visits for the entire Jail system. The inmate portion of the Video Visitation System including the Hardware and software is being purchased through a separate jail expansion project. The County owned Medical Arts Building appears structurally sound and appears to be a good candidate for renovation to accommodate the Video Visitation area for the public

Although the program for the public video visitation has not been developed, a typical program for comparable public Video Visitation Areas is:

• Queuing Lobby (for check-in identification, scheduling, and access to waiting)	300 SF
• Waiting Area (for those cleared to visit and wait for visiting time)	1,125 SF
• Staff Control Area (check-in clearance, access, and supervision)	230 SF
• Public Restrooms (Men & Women off waiting room at 205 SF each)	410 SF
• Visitation Area	<u>2,750 SF</u>
Total Area	4,815 SF

The operational model for a Visitation Center is based on hourly visit sessions lasting 45 minutes each. They would occur on the hour with the 15 minutes to allow the finishing session to clear out, staff review of area, and next session already in waiting room to assemble at their representative stall/video station. The number of visitation stalls or waiting room size may be somewhat different once the total Jail population, hours and days of operation, scheduling of visits and number of attorney visits, are determined in consultation with staff. The Bridging Architect shall verify the required program with County Staff.

Medical Records Facility

The Medical Records would be located on the first floor in the remaining space after the Coroner's Family rooms and lobby space and the Sheriff's Video Visitation Center space is located. The A/E Team will be required to do a Program Verification Study to coordinate the use requirements within the entire first floor space. The Medical Records portion of the first floor space will be approximately 6,000 sf. Access to the Medical Records and to Video Visitation portion of the project will be via the 17th Street entrance. Handicapped access must be evaluated and designed to meet the latest version of the ADA codes.

The space for the Medical Records will be primarily an open area for the storage of records with one private office, and a receiving counter. The space must be provided with heating and air conditioning, lighting and convenience outlets, data outlets, sewer and water connection points, and must comply with all codes.

Abatement and Demolition

The demolition and hazardous material removal of the entire building will be done under a separate contract. The County will employ a Consulting firm to design the abatement and demolition and intends to complete the abatement and demolition before the design work of this contract is complete.

Key Personnel and Subconsultants

Key Personnel

Donald W. Phillips	Principal
Chris Nikkel	Job Captain
Monica Newhard	CAD Operator

Subconsultants

McClaren, Wilson, & Lawrie	Consulting Medical Examiner RCHITECTS
Justin Capp & Associates	Structural Engineering Services
GDMD, Inc	Mechanical Engineering Services
Ainsworth Associates	Consulting Mechanical Engineers
ECOM Engineering	Electrical Engineering Services
Hawkings & Associates, Inc	Civil Engineering Services
KLA, Inc	Landscape Architectural Services
Cumming, Inc.	Construction Cost Estimating Services
Kleinfelder, Inc	Soil & Material Testing Services

END OF APPENDIX A

APPENDIX B – SERVICES

This is an appendix attached to, and made a part of, the Professional Services Agreement dated April 3, 2012 (“Agreement”) between STANISLAUS COUNTY (“County”) and Pacific Design Associates, Inc. (“Bridging Architect”), for the provision of professional services (“Services”).

1. The Project: Coroner / Public Administration Facility
2. The County currently plans to utilize the design-build project delivery methodology for the majority of the Project, using Bridging Architect to assist in preparing the design-build bid package. The Services include those architectural services necessary to prepare bridging documents that will define the Project for the Design Build team. Notwithstanding the foregoing, the County may, in its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and ask Bridging Architect to serve as the County’s principal Project architect. In such case, the County shall provide Bridging Architect with a proposed revised Scope of Services whereby Bridging Architect shall serve as the Architect of Record and perform such other services customarily provided by similar architects on similar projects which the County may, in its sole discretion, request. Bridging Architect shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Bridging Architect’s compensation, etc.
3. All work shall comply with all applicable laws and regulations, including, where applicable, laws requiring the payment of prevailing wages as set forth in Labor Code Section 1770 et seq.
4. The successful Bridging Architect will be expected to perform architectural functions including, but not limited to:
 - 4.1 PROGRAM VERIFICATION. Bridging Architect shall review and confirm the program requirements.
 - 4.2 PREPARE SCHEMATIC DESIGN DOCUMENTS. Bridging Architect will complete schematic design based on the scope, Exhibit A, including adjustment authorized by the County.
 - 4.3 PREPARE BRIDGING DOCUMENTS. Bridging Architect will prepare the design criteria, performance specifications and other project-specific material sufficient to provide the basis for competitive procurement as authorized in California Public Contract Code Section 20133.
 - 4.4 FURTHER DEVELOPMENT AND OVERSIGHT OF PROGRAM. The Bridging Architect will develop project objectives and estimates; prepare preliminary designs, design criteria, outline and in some cases detail specifications, schematic and in some cases design development level drawings; assist in establishment of schedules, milestone dates, and phasing plans; review special conditions to the design-build construction package submitted to Respondents; assist in evaluating the competing design-build proposals; and evaluate, monitor and accept for construction the designs developed by the design build contractor; review and comment on payment applications and submittals; observe construction and assist in conducting inspections for substantial and final completion; and review and comment on all design-related deliverables and submittals of the design-build contractor.
 - 4.5 GATHER AND VERIFY PROJECT AND SITE INFORMATION. The Bridging Architect will examine the existing facilities to coordinate between existing and new construction. The Bridging Architect will include cost for any survey work needed to document existing facilities. The County intends to reuse three (3) of the existing facilities. The Bridging Architect will meet with Capital Projects to establish a program for the function to fit within existing and new space.
 - 4.6 BUDGET. The Bridging Architect will correlate the program and design to the project budget. The Bridging Architect will confirm in writing that they agree the project can be achieved within budget. The budgets, including design and construction contingency, are shown in Exhibit B.

4.7 PROJECT SCHEDULE. The Bridging Architect and the Construction Manager shall jointly develop the Project Schedule.

4.8 DESIGN PHASE. Based on the County's program and budget requirements, the Bridging Architect will prepare Schematic Design and Bridging Documents. If the Bridging Documents and budget are approved, the Bridging Architect will assist the County in taking and evaluating bids from Design Build Teams. If the design – build contract(s) is/are awarded, the Bridging Architect will review and comment on the completion of the design and construction. The Bridging Documents shall be of sufficient detail to show design intent, to correlate the program to new and existing facilities, and to allow Contractors to prepare a bid. In addition, the program shall specify the exact or minimum amount of usable floor areas required, and the environmental conditions (power, light, heating, cooling, ventilation, etc.) required in each programmed space; and, as appropriate, specific design directives and design configuration in specific programmed spaces and more detailed design in specific spaces.

The Bridging Design Phase shall include as a minimum:

- a. Attend a one day value engineering session.
- b. Prepare a site plan to include utilities, entrance drives, and parking.
- c. Prepare Floor Plans (no less than ¼" = 1'-0") including space assignments, sizes and locations of installed, fixed and moveable equipment and labeling of net and gross areas for the various parts of the project.
- d. Large scale layouts of various systems.
- e. Preliminary specifications describing performance, size, character, and quality as to kinds of structural, mechanical, and electrical systems
- f. A tabulation of floor area, and a comparison to the space program.
- g. Design criteria for architectural, structural, mechanical, and electrical systems to clearly show the characteristics and quality of environment and control desired.
- h. Layout and specifications for state-of-the-art autopsy and support areas, decedent storage, offices, training facilities, technologically-advanced equipment, instrumentation, and efficient, ergonomic and productive work environments.

4.9 MEETINGS. Weekly the County, Construction Manager, Bridging Architect, and other parties shall meet to review and discuss progress, problems, and activities planned for the next interval.

4.10 COST. The Bridging Architect will prepare a statement of probable construction cost based on the documents and other available data, and will compare it to the program budget. If the statement of probable construction cost exceeds the budget, the Bridging Architect will re-design the project at their own expense. The statement of probable construction cost must not exceed the budget.

4.11 BIDDING PHASE. This phase commences after the County has approved the Bridging Documents and the final design-build cost estimate. Upon receipt of the County's written notice to proceed with the Bid Phase, the Bridging Architect shall perform the following services:

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

b The Bridging Architect shall assist the County in interpreting the drawings and 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 Bridging Architect shall issue no other addenda, verbally or in writing, to bidders. The Bridging Architect shall receive all bidder questions and shall record the questions and answers given on the form approved by the County. The Bridging Architect will keep a log of all questions including the subject, date received, date answered, party requesting information, and the Bridging Architect's employee giving information. The log and forms will be issued as back-up information for each addenda. The Bridging Architect will summarize for each addenda the drawing or specifications being clarified and the specific change being made. Additional drawings or specifications will be issued as required.

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

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

e County reserves the right to accept bids in excess of the approved final design-build cost estimate or to reject any or all bids received.

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

g 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.

h 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.

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

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

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

l If the lowest responsible, responsive bid received from a contractor exceeds the County's design-build budget and Bridging Architect's estimate for the work to be performed by the design-build team, the County may, at its discretion:

1) Award the contract to the lowest responsible, responsive bidder, and give written approval of increase in County's budget.

2) Reject all bids and rebid the contract.

3) If the base bid amount is more than Bridging Architect's estimated amount for the base bid plus additive alternates in Bridging Architect's final design-build cost estimate rendered at the end of the Design Phase, require the Bridging Architect to redesign and revise the documents or revise the scope of work to be performed by the design-build team or its quality, or both, so as to reduce the design-build cost for the work to be performed by the design-build team, while still meeting the County's program objectives in which case the Bridging Architect

shall at its expense, if so directed by the County, modify the Bridging Documents in order to reduce the design-build cost for the work to be performed by the design-build team within the Project budget.

4) Abandon the Project and terminate this Agreement or not approve proceeding with the next option.

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

4.12 COUNTY APPROVAL. The complete drawings, specifications, probable cost estimate, and other documents will be presented to the County for written approval at the end of the design phase. The Bridging Architect may also be required to obtain initial approvals from the Stanislaus County Fire, code compliance reviewers, and/or other County departments.

4.13 Prepare one draft for review, and one final biddable set of bridging plans and performance specifications.

4.14 Provide a schedule of the Bridging Architect's work.

4.15 Revise design as necessary.

4.16 Attend meetings as appropriate.

4.17 All work shall comply with applicable laws, regulations and building codes.

Notwithstanding the foregoing, the County may, in its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and ask Bridging Architect to serve as the County's Architect of Record. In such case, the County shall provide Bridging Architect with a proposed revised Scope of Services whereby Bridging Architect shall serve as the Architect of Record and perform such other services customarily provided by similar architects on similar projects which the County may, in its sole discretion, request. Bridging Architect shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, compensation, etc.

END OF APPENDIX B

APPENDIX C- COMPENSATION

This is an appendix attached to, and made a part of, the Professional Services Agreement dated **April 3, 2012** (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and **Pacific Design Associates, Inc.** (“**Bridging Architect**”), for the provision of professional services (“**Services**”).

1. **CONSTRUCTION BUDGET.** The construction budget, which is subject to revision by the County during the Bridging Design, is based on the preliminary conceptual estimate developed by the County or the revised estimate developed as part of the final scope from Phase 1, the Bridging Design, of this contract.
 - 1.1. The total construction budget (excluding hazardous materials abatement, FF&E, and contingencies) is estimated at \$3.4 million.
 - 1.2. The County may, in its sole discretion, add to or reduce by 5% the total construction budget during the Bridging Design at no change in fee.
 - 1.3. 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%.
2. **COMPENSATION TO THE BRIDGING ARCHITECT.** The total compensation by the County to the Bridging Architect for work performed under this agreement including all labor and other direct costs (ODC's) shall not exceed Two Hundred Seventy Three Thousand Dollars (\$273,000.00), unless amended by the County. The County expressly reserves the right to deny any payment or reimbursement requested by the Bridging Architect which is in excess of the contract limit, unless such payment is approved by the County as an Additional Service, as set forth below.
3. **PAYMENT:**
 - 3.1 For work completed and upon submittal of monthly invoice statements in duplicate, the County shall pay the Bridging Architect for services rendered in an amount not to exceed the phase totals set forth in Section 5.1, less 5% retention in accordance with Civil Code Section 3320. County and Bridging Architect may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention shall be released upon substantial completion of the Project.
 - 3.2 Invoices shall be submitted for progress payment not more than once each month unless otherwise approved by the County. Progress payments shall be based on the percentage of services completed through the end of the billing period.
 - 3.3 When submitting invoices, Bridging Architect shall provide an updated schedule that will be the basis of payment and that will certify that the percentages claimed are true and accurate representations of Bridging Architect's progress to date, and that notwithstanding such percentages or the payment therefore, Bridging Architect remains fully responsible for satisfactorily completing all Services. County may adjust any progress payment so that it corresponds with the percentage of completion as determined by County. Adjustment of any progress payment will be reasonably negotiated with Bridging Architect.
 - 3.4 Bridging Architect shall provide copies of all Subconsultant Agreements to County as the Agreements are finalized and executed between the County and Bridging Architect.
 - 3.5 Bridging Architect and/or its Subconsultants shall not provide services to the Construction Contractor or any Subcontractor under separate agreement for any part of this Project.
4. **NOTICE TO PROCEED.** The Bridging Architect shall not commence work until a Notice to Proceed is issued by the County. The County has no obligation to issue Notices to Proceed for all phases. If the Project is delayed or suspended for a phase beyond 30 days, termination may be mutually agreed to by the parties.

5. This Agreement shall not be considered as giving exclusive authority to the Bridging Architect for performing all services pertaining to the design and/or construction of the project. The County may perform or may not perform, or have this work herein performed by others.
6. Prior to release of retention and/or final payment pursuant to this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereof, Bridging Architect shall execute and deliver to Owner a Conditional Release of all Fee Claims arising pursuant to or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted from the operation of the Release for reasons and in amounts set forth therein.
7. For purposes of changes in services, hourly rates will be submitted for approval for each staff member of the Bridging Architect, and the Bridging Architect's Subconsultant's with a resume that justifies the level of proposed rates. These rates will apply to base and extra services. The County has the right if it deems necessary to audit the actual records. Rates will be based on salary, a reasonable audited overhead rate, and a profit of no more than 10%. (Note: Marketing will not be included in the overhead.)

Billing Rates for Additional Services

Prime Architect	
Principal	\$150.00
Admin. Architect	\$110.00
Project Manager	\$95.00
Project Designer	\$85.00
Interior Designer	\$80.00
CAD Operator	\$65.00
Clerical	\$50.00
Consulting Architect MWL	
Principal Architect	\$180.00
Architect	\$125.00
Technical Support	\$88.00
Structural Engineer JWC	
Principal Engineer	\$150.00
Junior Engineer	\$75.00
Designer	\$50.00
Mechanical Engineer GMD	
Principal Engineer	\$95.00
Principal Designer	\$85.00
CAD Operator	\$65.00
Junior CAD Operator	\$45.00
Clerical	\$60.00
Consulting Mechanical Engineer AA	
Principal	\$210.00
Associate	\$190.00
Senior Engineer	\$170.00
Engineer	\$150.00
Designer	\$130.00
CAD Operator	\$100.00
Clerical	\$75.00
Electrical Engineer ECOM	
Managing Principal	\$210.00
Principal	\$200.00
Sr. Project Manager	\$180.00
Project Manager	\$165.00
Sr. Engineer	\$150.00
Engineer	\$140.00
Sr. Designer	\$140.00
Designer	\$128.00
Sr CADD Operator	\$95.00
CADD Operator	\$90.00
Administration	\$75.00
Civil Engineer H&A	
Principal Civil Engineer	\$15.00
Project Manager	\$95.00
Engineering Associate	\$90.00
Project Designer	\$85.00
Land Surveyor	\$125.00
Survey Party Chief	\$85.00
Survey Technician	\$65.00
2-Man Field Survey Crew	\$170.00
3 Man Field Survey Crew	\$215.00
Survey Party Chief with Rover	\$110.00
Clerical	\$45.00
Landscape Architect KLA	
Principal L/S	\$140.00
Senior Project Manager	\$100.00
Job Captain	\$85.00
CAD Operator	\$60.00
Clerical	\$40.00
Cost Estimating CCC	
Principal Estimator	\$135.00
Clerical	\$50.00

END OF APPENDIX C

APPENDIX D - INSURANCE

This is an appendix attached to, and made a part of, the Professional Services Agreement dated **April 3, 2012** (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and Pacific Design Associates, Inc. (“**Bridging Architect**”), for the provision of professional services (“**Services**”).

1. Bridging Architect’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Bridging Architect shall furnish to County satisfactory proof that Bridging Architect has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to County and with an insurance carrier satisfactory to County, authorized to do business in California and rated by A. M. Best & Company A- or better, financial category size VII or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Bridging Architect for which Bridging Architect may be legally liable, whether performed by Bridging Architect, or by those employed directly or indirectly by it, or by anyone for whose acts Bridging Architect may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than One Million Dollars (\$1,000,000) general aggregate and One Million Dollars (\$1,000,000) each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) per disease and One Million Dollars (\$1,000,000) aggregate. Bridging Architect’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Bridging Architect is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than One Million Dollars (\$1,000,000) each claim, or (b) limits of not less than One Million Dollars (\$1,000,000) each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.

2. Insurance policies shall contain an endorsement containing the following terms:

2.1 Status of Stanislaus County as Additional Insured.

On Bridging Architect’s Commercial General Liability policy and Automobile Liability Policy, Stanislaus County, and its officers, directors, officials, agents, employees, and volunteers, shall be named 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 Bridging Architect, including the insured’s general supervision of its subcontractors; (b) services, products and completed operations of the Bridging Architect; (c) premises owned, occupied or used by the Bridging Architect; and (d) automobiles owned,

leased, hired or borrowed by the Bridging Architect. For Workers Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against Stanislaus County its officers, directors, officials, agents, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Bridging Architect.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.3 Written notice of cancellation of the policies shall be mailed to County thirty (30) days in advance of the effective date thereof.

2.4 Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount Bridging Architect shall be called upon to contribute to a loss covered by insurance for the named insured.

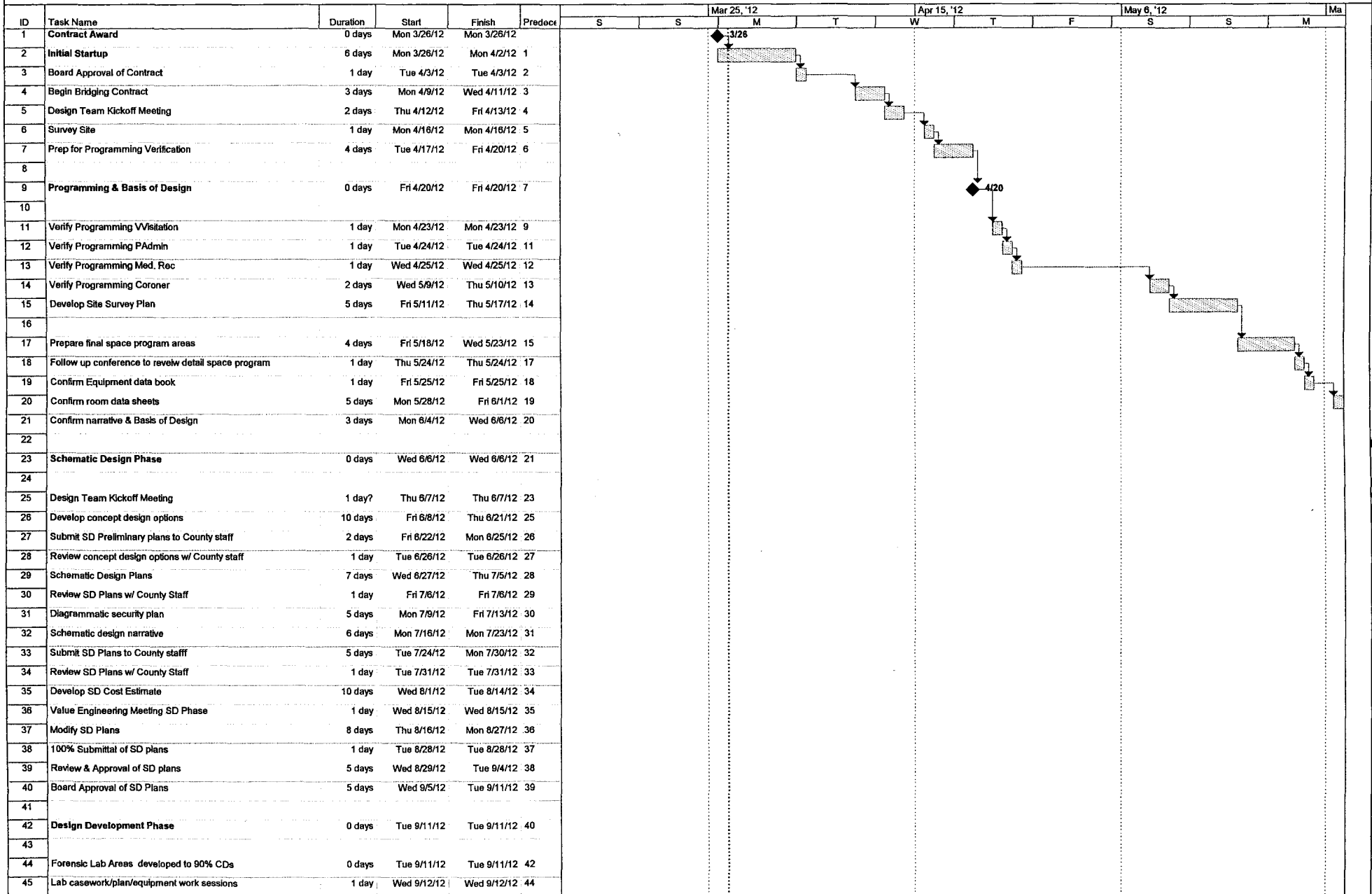
2.5 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.

2.6 Nothing herein contained shall be construed as limiting in any way the extent to which Bridging Architect or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.

2.7 If Bridging Architect fails to maintain any required insurance, County may take out such insurance, and deduct and retain amount of premium from any sums due Bridging Architect under this Agreement.

END OF APPENDIX D

Pacific Design Associates, Inc.
 Stanislaus County Coroner / Public Administration, Video Visitation and Medical Records



Appendix E
Schedule

Project: St Co Coroners Schedule 1
 Date: Tue 3/27/12

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

Pacific Design Associates, Inc.
Stanislaus County Coroner / Public Administration, Video Visitation and Medical Records

ID	Task Name	Duration	Start	Finish	Predecessor	Mar 25, '12							Apr 15, '12			May 6, '12		Ma	
						S	S	M	T	W	T	F	S	S	M				
46	Develop CAD 1/4 scale lab casework/equipment plans	10 days	Thu 9/13/12	Wed 9/26/12	45														
47	Review Lab/Equipment w/ County staff	2 days	Thu 9/27/12	Fri 9/28/12	46														
48	Modify Layouts per comments	7 days	Mon 10/1/12	Tue 10/9/12	47														
49	Lab casework schedule	1 day	Wed 10/10/12	Wed 10/10/12	48														
50	Lab equipment schedule	3 days	Thu 10/11/12	Mon 10/15/12	49														
51	Sink Schedule	1 day	Tue 10/16/12	Tue 10/16/12	50														
52	Fume Hood Schedule	1 day	Wed 10/17/12	Wed 10/17/12	51														
53	Biohood Schedule	1 day	Thu 10/18/12	Thu 10/18/12	52														
54	Engineering Coordination Meeting	2 days	Fri 10/19/12	Mon 10/22/12	53														
55																			
56	Develop Lab DD's to 90% CDs & specifications	0 days	Tue 9/11/12	Tue 9/11/12	42														
57																			
58	Video Visitation Areas	0 days	Tue 9/11/12	Tue 9/11/12	56														
59	Video Visitation Layout - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	58														
60	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	59														
61	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	60														
62																			
63	Public Administration Areas	0 days	Tue 9/11/12	Tue 9/11/12	56														
64	Public Administration Layout - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	63														
65	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	64														
66	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	65														
67																			
68	Medical Records Areas	0 days	Tue 9/11/12	Tue 9/11/12	56														
69	Medical Records Area - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	68														
70	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	69														
71	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	70														
72																			
73	Finalize DD Plans - 50%	10 days	Wed 10/10/12	Tue 10/23/12	71,61,64														
74	Finalize DD Plans - 90%	11 days	Wed 10/24/12	Wed 11/7/12	73,54														
75																			
76	Review DD Plans w/ County staff	3 days	Thu 11/8/12	Mon 11/12/12	74														
77																			
78	Develop DD Cost Estimate	10 days	Wed 10/10/12	Tue 10/23/12	71														
79																			
80	Value Engineering Meeting DD Phase	1 day	Tue 11/13/12	Tue 11/13/12	76,78														
81																			
82	Modify DD Plans per comments	5 days	Wed 11/14/12	Tue 11/20/12	80														
83																			
84	100% submittal of DD Bridging Plans	1 day	Wed 11/21/12	Wed 11/21/12	82														
85																			
86	Board approval of DD Plans	5 days	Thu 11/22/12	Wed 11/28/12	84														
87																			
88	Bidding & Construction Phase - See DPhemister	30 days	Thu 11/29/12	Wed 1/9/13	86														
89	Bld Award	0 days	Wed 1/9/13	Wed 1/9/13	88														

Project: St Co Coroners Schedule 1
Date: Tue 3/27/12

Task
Split



Progress



Summary



External Tasks



Deadline



Milestone



Project Summary












External Milestone



Pacific Design Associates, Inc.
Stanislaus County Coroner / Public Administration, Video Visitation and Medical Records

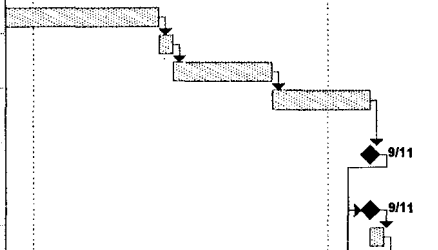
ID	Task Name	Duration	Start	Finish	Preced	27, '12			Jun 17, '12			Jul 8, '12			Jul 29, '12		
						T	W		T	F	S	S	M	T	W	T	
1	Contract Award	0 days	Mon 3/26/12	Mon 3/26/12													
2	Initial Startup	6 days	Mon 3/26/12	Mon 4/2/12	1												
3	Board Approval of Contract	1 day	Tue 4/3/12	Tue 4/3/12	2												
4	Begin Bridging Contract	3 days	Mon 4/9/12	Wed 4/11/12	3												
5	Design Team Kickoff Meeting	2 days	Thu 4/12/12	Fri 4/13/12	4												
6	Survey Site	1 day	Mon 4/16/12	Mon 4/16/12	5												
7	Prep for Programming Verification	4 days	Tue 4/17/12	Fri 4/20/12	6												
8																	
9	Programming & Basis of Design	0 days	Fri 4/20/12	Fri 4/20/12	7												
10																	
11	Verify Programming VVisitation	1 day	Mon 4/23/12	Mon 4/23/12	9												
12	Verify Programming PAdmin	1 day	Tue 4/24/12	Tue 4/24/12	11												
13	Verify Programming Med. Rec	1 day	Wed 4/25/12	Wed 4/25/12	12												
14	Verify Programming Coroner	2 days	Wed 5/9/12	Thu 5/10/12	13												
15	Develop Site Survey Plan	5 days	Fri 5/11/12	Thu 5/17/12	14												
16																	
17	Prepare final space program areas	4 days	Fri 5/18/12	Wed 5/23/12	15												
18	Follow up conference to review detail space program	1 day	Thu 5/24/12	Thu 5/24/12	17												
19	Confirm Equipment data book	1 day	Fri 5/25/12	Fri 5/25/12	18												
20	Confirm room data sheets	5 days	Mon 5/28/12	Fri 6/1/12	19												
21	Confirm narrative & Basis of Design	3 days	Mon 6/4/12	Wed 6/6/12	20												
22																	
23	Schematic Design Phase	0 days	Wed 6/6/12	Wed 6/6/12	21												
24																	
25	Design Team Kickoff Meeting	1 day?	Thu 6/7/12	Thu 6/7/12	23												
26	Develop concept design options	10 days	Fri 6/8/12	Thu 6/21/12	25												
27	Submit SD Preliminary plans to County staff	2 days	Fri 6/22/12	Mon 6/25/12	26												
28	Review concept design options w/ County staff	1 day	Tue 6/26/12	Tue 6/26/12	27												
29	Schematic Design Plans	7 days	Wed 6/27/12	Thu 7/5/12	28												
30	Review SD Plans w/ County Staff	1 day	Fri 7/6/12	Fri 7/6/12	29												
31	Diagrammatic security plan	5 days	Mon 7/9/12	Fri 7/13/12	30												
32	Schematic design narrative	8 days	Mon 7/16/12	Mon 7/23/12	31												
33	Submit SD Plans to County staff	5 days	Tue 7/24/12	Mon 7/30/12	32												
34	Review SD Plans w/ County Staff	1 day	Tue 7/31/12	Tue 7/31/12	33												
35	Develop SD Cost Estimate	10 days	Wed 8/1/12	Tue 8/14/12	34												
36	Value Engineering Meeting SD Phase	1 day	Wed 8/15/12	Wed 8/15/12	35												
37	Modify SD Plans	8 days	Thu 8/16/12	Mon 8/27/12	36												
38	100% Submittal of SD plans	1 day	Tue 8/28/12	Tue 8/28/12	37												
39	Review & Approval of SD plans	5 days	Wed 8/29/12	Tue 9/4/12	38												
40	Board Approval of SD Plans	5 days	Wed 9/5/12	Tue 9/11/12	39												
41																	
42	Design Development Phase	0 days	Tue 9/11/12	Tue 9/11/12	40												
43																	
44	Forensic Lab Areas developed to 90% CDs	0 days	Tue 9/11/12	Tue 9/11/12	42												
45	Lab casework/plan/equipment work sessions	1 day	Wed 9/12/12	Wed 9/12/12	44												

Project: St Co Coroners Schedule 1
Date: Tue 3/27/12

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

Pacific Design Associates, Inc.
Stanislaus County Coroner / Public Administration, Video Visitation and Medical Records

ID	Task Name	Duration	Start	Finish	Predecessor	Aug 19, '12		Sep 9, '12		Sep 30, '12		Oct 21, '12	
						F	S	S	M	T	W	T	F
1	Contract Award	0 days	Mon 3/26/12	Mon 3/26/12									
2	Initial Startup	6 days	Mon 3/26/12	Mon 4/2/12	1								
3	Board Approval of Contract	1 day	Tue 4/3/12	Tue 4/3/12	2								
4	Begin Bridging Contract	3 days	Mon 4/9/12	Wed 4/11/12	3								
5	Design Team Kickoff Meeting	2 days	Thu 4/12/12	Fri 4/13/12	4								
6	Survey Site	1 day	Mon 4/16/12	Mon 4/16/12	5								
7	Prep for Programming Verification	4 days	Tue 4/17/12	Fri 4/20/12	6								
8													
9	Programming & Basis of Design	0 days	Fri 4/20/12	Fri 4/20/12	7								
10													
11	Verify Programming VVisitation	1 day	Mon 4/23/12	Mon 4/23/12	9								
12	Verify Programming PAdmin	1 day	Tue 4/24/12	Tue 4/24/12	11								
13	Verify Programming Med. Rec	1 day	Wed 4/25/12	Wed 4/25/12	12								
14	Verify Programming Coroner	2 days	Wed 5/9/12	Thu 5/10/12	13								
15	Develop Site Survey Plan	5 days	Fri 5/11/12	Thu 5/17/12	14								
16													
17	Prepare final space program areas	4 days	Fri 5/18/12	Wed 5/23/12	15								
18	Follow up conference to review detail space program	1 day	Thu 5/24/12	Thu 5/24/12	17								
19	Confirm Equipment data book	1 day	Fri 5/25/12	Fri 5/25/12	18								
20	Confirm room data sheets	5 days	Mon 5/28/12	Fri 6/1/12	19								
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23	Schematic Design Phase	0 days	Wed 6/6/12	Wed 6/6/12	21								
24													
25	Design Team Kickoff Meeting	1 day?	Thu 6/7/12	Thu 6/7/12	23								
26	Develop concept design options	10 days	Fri 6/8/12	Thu 6/21/12	25								
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35	Develop SD Cost Estimate	10 days	Wed 8/1/12	Tue 8/14/12	34								
36	Value Engineering Meeting SD Phase	1 day	Wed 8/15/12	Wed 8/15/12	35								
37	Modify SD Plans	8 days	Thu 8/16/12	Mon 8/27/12	36								
38	100% Submittal of SD plans	1 day	Tue 8/28/12	Tue 8/28/12	37								
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40	Board Approval of SD Plans	5 days	Wed 9/5/12	Tue 9/11/12	39								
41													
42	Design Development Phase	0 days	Tue 9/11/12	Tue 9/11/12	40								
43													
44	Forensic Lab Areas developed to 90% CDs	0 days	Tue 9/11/12	Tue 9/11/12	42								
45	Lab casework/plan/equipment work sessions	1 day	Wed 9/12/12	Wed 9/12/12	44								



Project: St Co Coroners Schedule 1
Date: Tue 3/27/12




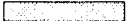





Task: [Shaded Box] Progress: [Solid Box] Summary: [Solid Box] External Tasks: [Shaded Box] Deadline: [Shaded Box]

Split: [Dotted Box] Milestone: [Solid Box] Project Summary: [Solid Box] External Milestone: [Shaded Box]

Pacific Design Associates, Inc.
Stanislaus County Coroner / Public Administration, Video Visitation and Medical Records

ID	Task Name	Duration	Start	Finish	Predecessor	Aug 19, '12		Sep 9, '12		Sep 30, '12			Oct 21, '12	
						F	S	S	M	T	W	T	F	S
46	Develop CAD 1/4 scale lab casework/equipment plans	10 days	Thu 9/13/12	Wed 9/26/12	45									
47	Review Lab/Equipment w/ County staff	2 days	Thu 9/27/12	Fri 9/28/12	46									
48	Modify Layouts per comments	7 days	Mon 10/1/12	Tue 10/9/12	47									
49	Lab casework schedule	1 day	Wed 10/10/12	Wed 10/10/12	48									
50	Lab equipment schedule	3 days	Thu 10/11/12	Mon 10/15/12	49									
51	Sink Schedule	1 day	Tue 10/16/12	Tue 10/16/12	50									
52	Fume Hood Schedule	1 day	Wed 10/17/12	Wed 10/17/12	51									
53	Biohood Schedule	1 day	Thu 10/18/12	Thu 10/18/12	52									
54	Engineering Coordination Meeting	2 days	Fri 10/19/12	Mon 10/22/12	53									
55														
56	Develop Lab DD's to 90% CDs & specifications	0 days	Tue 9/11/12	Tue 9/11/12	42									
57														
58	Video Visitation Areas	0 days	Tue 9/11/12	Tue 9/11/12	56									
59	Video Visitation Layout - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	58									
60	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	59									
61	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	60									
62														
63	Public Administration Areas	0 days	Tue 9/11/12	Tue 9/11/12	56									
64	Public Administration Layout - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	63									
65	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	64									
66	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	65									
67														
68	Medical Records Areas	0 days	Tue 9/11/12	Tue 9/11/12	56									
69	Medical Records Area - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	68									
70	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	69									
71	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	70									
72														
73	Finalize DD Plans - 50%	10 days	Wed 10/10/12	Tue 10/23/12	71,61,6									
74	Finalize DD Plans - 90%	11 days	Wed 10/24/12	Wed 11/7/12	73,54									
75														
76	Review DD Plans w/ County staff	3 days	Thu 11/8/12	Mon 11/12/12	74									
77														
78	Develop DD Cost Estimate	10 days	Wed 10/10/12	Tue 10/23/12	71									
79														
80	Value Engineering Meeting DD Phase	1 day	Tue 11/13/12	Tue 11/13/12	76,78									
81														
82	Modify DD Plans per comments	5 days	Wed 11/14/12	Tue 11/20/12	80									
83														
84	100% submittal of DD Bridging Plans	1 day	Wed 11/21/12	Wed 11/21/12	82									
85														
86	Board approval of DD Plans	5 days	Thu 11/22/12	Wed 11/28/12	84									
87														
88	Bidding & Construction Phase - See DPhemister	30 days	Thu 11/29/12	Wed 1/9/13	88									
89	Bid Award	0 days	Wed 1/9/13	Wed 1/9/13	88									

Project: St Co Coroners Schedule 1
Date: Tue 3/27/12

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

Pacific Design Associates, Inc.
Stanislaus County Coroner / Public Administration, Video Visitation and Medical Records

ID	Task Name	Duration	Start	Finish	Predecessor	Nov 11, '12			Dec 2, '12			Dec 23, '12			Jan 13, '13		
						M	T	W	T	F	S	S	M	T	W		
46	Develop CAD 1/4 scale lab casework/equipment plans	10 days	Thu 9/13/12	Wed 9/26/12	45												
47	Review Lab/Equipment w/ County staff	2 days	Thu 9/27/12	Fri 9/28/12	46												
48	Modify Layouts per comments	7 days	Mon 10/1/12	Tue 10/9/12	47												
49	Lab casework schedule	1 day	Wed 10/10/12	Wed 10/10/12	48												
50	Lab equipment schedule	3 days	Thu 10/11/12	Mon 10/15/12	49												
51	Sink Schedule	1 day	Tue 10/18/12	Tue 10/18/12	50												
52	Fume Hood Schedule	1 day	Wed 10/17/12	Wed 10/17/12	51												
53	Biohood Schedule	1 day	Thu 10/18/12	Thu 10/18/12	52												
54	Engineering Coordination Meeting	2 days	Fri 10/19/12	Mon 10/22/12	53												
55																	
56	Develop Lab DD's to 90% CDs & specifications	0 days	Tue 9/11/12	Tue 9/11/12	42												
57																	
58	Video Visitation Areas	0 days	Tue 9/11/12	Tue 9/11/12	56												
59	Video Visitation Layout - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	58												
60	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	59												
61	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	60												
62																	
63	Public Administration Areas	0 days	Tue 9/11/12	Tue 9/11/12	56												
64	Public Administration Layout - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	63												
65	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	64												
66	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	65												
67																	
68	Medical Records Areas	0 days	Tue 9/11/12	Tue 9/11/12	56												
69	Medical Records Area - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	68												
70	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	69												
71	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	70												
72																	
73	Finalize DD Plans - 50%	10 days	Wed 10/10/12	Tue 10/23/12	71,61,64												
74	Finalize DD Plans - 80%	11 days	Wed 10/24/12	Wed 11/7/12	73,54												
75																	
76	Review DD Plans w/ County staff	3 days	Thu 11/8/12	Mon 11/12/12	74												
77																	
78	Develop DD Cost Estimate	10 days	Wed 10/10/12	Tue 10/23/12	71												
79																	
80	Value Engineering Meeting DD Phase	1 day	Tue 11/13/12	Tue 11/13/12	76,78												
81																	
82	Modify DD Plans per comments	5 days	Wed 11/14/12	Tue 11/20/12	80												
83																	
84	100% submittal of DD Bridging Plans	1 day	Wed 11/21/12	Wed 11/21/12	82												
85																	
86	Board approval of DD Plans	5 days	Thu 11/22/12	Wed 11/28/12	84												
87																	
88	Bidding & Construction Phase - See DPhemister	30 days	Thu 11/29/12	Wed 1/9/13	86												
89	Bid Award	0 days	Wed 1/9/13	Wed 1/9/13	88												

Project: St Co Coroners Schedule 1
Date: Tue 3/27/12

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

FORM OF PROFESSIONAL SERVICES AGREEMENT

This Agreement For **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and **Hazard Management Services, Inc.**, ("Consultant"), on April 3, 2012.

Introduction

WHEREAS, the County has a need for professional services relating to the **Abatement and Demolition** of the **Medical Arts Building** located at the corner of G and 17th Streets in Modesto, California; 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 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Appendix A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof.

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 misuse of such documents.

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 **Appendix A (Scope of Work)**, paragraph 2, Schedule of Services and Scheduling, 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, County and local laws, ordinances, regulations and resolutions. The Consultant represents and warrants 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 Consultant shall be compensated on a **LUMP SUM amount of TWENTY SEVEN THOUSAND NINE HUNDRED TWENTY DOLLARS AND NO/100 (\$27,920)**, unless amended by the County. Sampling cost and analysis if required and authorized in advance in writing by the County shall be compensated on unit cost prices as set forth in Appendix C, fee schedule break down. Sampling cost at a **NOT TO EXCEED amount of FIVE THOUSAND THREE HUNDRED TWENTY FIVE DOLLARS AND NO /100 (\$5,325.00)**. The County expressly reserves the right to deny any payment or reimbursement requested by the Consultant which is in excess of the contract limit, unless such payment is approved by the County as an Additional Service, as set forth below. Payment shall be as specified in section 2.3, Monthly statements. The total compensation to the Consultant shall not exceed the following for each phase:

LABOR

Phase 1, Survey and Design (including Basic Services and ODC's):	\$ 5,340.00
Phase 2, Abatement & Demolition Administration (including Basic Services and ODC's):	\$ 22,400.00
Phase 3, Final Report (including Basic Services and ODC's):	\$ <u>180.00</u>
TOTAL LABOR ALL THREE PHASES	\$ 27,920.00
Sampling Not to Exceed	\$ <u>5,325.00</u>
TOTAL NOT TO EXCEED PRICE	\$ 33,245.00

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, 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: The Consultant shall provide the 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: The County shall pay the Consultant for services rendered in an amount not to exceed the option totals set forth in Section 2.1, less 5% retention in accordance with Civil Code Section 3320. 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 survey and design phase shall be released upon award of the construction contract. Retention withheld during the Abatement & Demolition Administration phase 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 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 a phase until a Notice to Proceed is issued by the County. The County has no obligation to issue Notices to Proceed for all phases.

3.1.2 Termination for Delay: If the project is delayed or suspended for a phase, other than award of the Abatement and Demolition Contract, beyond 60 days, termination may be mutually agreed to by the parties. If the project is delayed or suspended for the award of the Abatement and Demolition Contract, beyond 120 days, termination may be mutually agreed to by the parties.

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 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.

3.4 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 **Michael Sharp, CEO/President**. Owner hereby designates **Patricia Hill Thomas, Project Manager**. 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 in the RFP 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 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, 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.**

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 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 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming Stanislaus County, its officers, directors, officials, agents employees, and volunteers 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 Stanislaus County, its officers, directors, officials, agents employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

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

8. Indemnification

8.1 **Indemnification:** To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless Stanislaus County, its Supervisors, officers, directors, officials, agents employees, and volunteers (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or

death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

8.2 Duty to Defend: Consultant shall defend, indemnify and hold harmless the Indemnitees from all loss, cost damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, 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 Owner, or any of the other Indemnitees of articles or Services to be supplied in the performance of this Agreement.

8.3 Owner shall include a provision in the construction contract with the abatement and demolition contractor on the Project requiring the abatement and demolition contractor to indemnify Consultant for damages resulting from the negligence of the abatement and demolition contractor and its subcontractors. Owner shall also include a provision in the construction contract with the abatement and demolition contractor on the Project requiring the abatement and demolition contractor to name Consultant as an additional insured on its Comprehensive General Liability insurance coverage. If the Consultant has the opportunity to review the abatement and demolition contract prior to bidding, the risk of an inadvertent omission of such provisions is on Consultant.

8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of Owner and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.5 Owner acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the [any] Project site is outside of Consultant's responsibilities and expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. Owner shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall be responsible to coordinate with Owner's expert consultant as required by Article 2.3 of Appendix A, Services To Be Provided By Consultant.

8.6 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.

8.7 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.

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: **Patricia Hill Thomas**
 County of Stanislaus
 Capital Projects
 1010 10th Street, Suite 2300
 Modesto, CA 95354
 (209) 525-4380 (phone)
 (209) 525-4384 (fax)

To Consultant: **Michael Sharp, CEO/President**
 Hazard Management Services, Inc.
 207 McHenry Avenue
 Modesto, CA 95354
 (209) 551-2000 (phone)
 (209) 575-5657 (fax)

15. 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.

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.


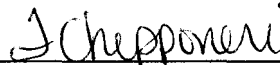
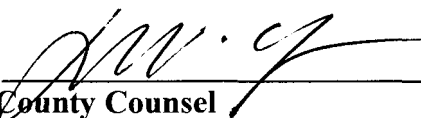
20. Construction

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></u> "County"	HAZARD MANAGEMENT SERVICES, INC. By: <u></u> "Consultant"
APPROVED AS TO FORM: By: <u></u> County Counsel	

APPENDIX A
SCOPE OF WORK

1. THE PROJECT DESCRIPTION

See Exhibit A to the Request for Proposals.

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, **Appendix B**.

2.1.2 For each phase option of the Work under this Agreement, Consultant and sub-consultants shall prepare and submit for County acceptance, a task list. The task list shall identify the tasks (and subtasks) defining in detail the scope of work (drawings and specifications) of each phase option. The task list submitted shall be coordinated with the Master Schedule and the Consultants Design Schedule.

2.1.2.1 The task list 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.

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

2.1.2.3 The Task list shall act as the basis of Consultant's Design Schedule and respective payment requests.

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, **Appendix B**.

2.1.4 Prior to commencement of the Survey and Design Phase, 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 Survey and Design Phase. 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 Survey, Design, Bid and Award Phase, Phase 1: The Consultant shall complete the **Survey, Design, Bid and Award** phase within 140 calendar days after receipt of County's written authorization to proceed with this option. The time for completion is

exclusive of time for review by County and State unless otherwise agreed to by the County.

2.3 Abatement & Demolition Administration Phase, Phase 2: The Consultant shall provide services during the Abatement and Demolition Administration Phase, initiating at the Pre-construction Conference, for a period of 54 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 two 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.

2.4. Final Report, Phase 3: The Consultant shall provide the Final Report within 30 Calendar Days of the completion of the Abatement and Demolition Phase.

2.5 Review Corrections and Approval: The above Phase durations are exclusive of the review, correction, and approval times specified herein under each option.

2.6 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.

3. CONSTRUCTION BUDGET

3.1 Construction Budget: The budget, which is subject to revision by the County during the Survey and Design Phase, is based on the preliminary conceptual estimate developed by the County.

3.1.1 The estimated total construction budget (excluding contingencies) is Two Hundred Thousand dollars (\$200,000.00).

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

3.1.3 After the Survey and Design Phase, 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 Consultant 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 Paragraph 2. 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 Paragraph 5.

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 Paragraph 3.

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: Randy Cavanagh of Stanislaus County Capital Projects, or other designee appointed by the Project Manager.

Contractor: The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, or the legal representatives thereof, who have entered into a Construction Contract with Owner. Synonymous with "Construction Contractor" or "Abatement and Demolition 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. Final Statement of Probable Construction Cost - Estimate of construction cost in systems and CSI format, based on Owner-approved Construction Documents.
- c. 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 (“ODCs”): 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 sub-consultants. These expenses shall include computer plots, blueprinting and reproduction, and other general office expenses, etc., required for the completion of the work specified in this contract. Note: Does not include blueprinting for bidding, which is paid by the County.

Phase or Option: A discrete part of 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.”

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

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

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 SERVICES OF CONSULTANT

5.1 Services in General: The Consultant will provide a team consisting of the Consultant and its Sub-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 Perform pre-demolition survey. Review site surveys, data, chemical, mechanical, and other data logs furnished to the Consultant by the County or County's consultants. Consultant and subconsultants 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 and applicable codes, laws, regulations, and professional standards in effect as of the date of approval of the authorities having

jurisdiction. 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 consulting 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 consulting service for the Consultant and its sub-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 Survey, Design, Bid and Award Phase, Abatement and Demolition Administration Phase, and Final Report Phase.

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 services in all phases of the Project to which this Agreement applies.

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 subconsultants' 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 Consultants 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 The County has contracted with Pacific Design and Associates to Design the remodeling portion of the project. Consultant shall coordinate abatement and demolition with the design, architectural work, architectural and engineering disciplines 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 Not Used

5.7 Survey and Design Phase, Phase 1:

5.7.1 **PREPARE PROJECT DOCUMENTS.** The Consultant team will prepare the design, specifications and other Project-specific material sufficient to provide the basis for competitive procurement.

5.7.2 **PRE-DEMOLITION SURVEY** The Consultant will perform a pre-demolition survey to develop Project objectives and estimates; prepare designs, design criteria, detail

specifications, abatement and demolition drawings; assist in establishment of schedules, and milestone dates; review special conditions to the abatement and demolition package submitted to Bidders; assist in evaluating bids; review and comment on payment applications and submittals; respond to RFI's; observe abatement and demolition and assist in conducting inspections for substantial and final completion.

5.7.3 GATHER AND VERIFY PROJECT AND SITE INFORMATION. The Consultant will examine the existing building. The Consultant will review the Asbestos Survey Report, prepared by RGA Environmental, Inc. in 1996. The Consultant will include cost for any structural evaluation needed to document the existing facility.

5.7.4 BUDGET. Consultant will prepare an estimate based upon the Pre-demolition survey. County, if necessary, will revise the budget based upon the pre-demolition survey. The Consultant will correlate the program and design to the revised Project budget. Consultant will confirm in writing that they agree the Project can be achieved within revised budget.

5.7.5 PROJECT SCHEDULE. The draft Project Schedule is shown in **Appendix B**. The Consultant will schedule its work to conform with the Project Schedule.

5.7.6 DESIGN PHASE. Based on the Pre-demolition Survey and County's program and budget requirements, the Consultant will prepare abatement and demolition documents for the Project. If the abatement and demolition documents and budget are approved, the Consultant will assist the County in taking and evaluating bids from Contractors.

5.7.7 MEETINGS. The Consultant team shall attend as a minimum:

5.7.7.1 Kick off meeting in Modesto, CA

5.7.7.2 Program Review meeting in Modesto, CA

5.7.7.3 Weekly team meetings with the County, Construction Manager, Users, and other parties shall to review and discuss progress, problems, and activities planned for the next interval. Weekly meetings may be conducted by conference with interactive computer displays. At least monthly meetings will be attended in Modesto, CA.

5.7.7.4 Contract Closeout Meeting in Modesto, CA.

5.7.7.5 Other meetings as necessary.

5.7.8 COST. The Consultant will prepare a statement of probable abatement and demolition cost at the completion of the Survey and Design Phase based on the documents and other available data, and will compare it to the project budget. If the statement of probable construction cost exceeds the project budget, the Consultant will

re-design the Project at their expense. The statement of probable construction cost must not exceed the budget.

5.7.9 COUNTY APPROVAL. At the completion of design, the complete drawings, specifications, probable cost estimate, and other documents will be presented to the County for written approval. The Consultant may also be required to obtain initial approvals from the Stanislaus County Fire, code compliance reviewers, and/or other County departments.

5.7.9.1 Prepare one draft for review, and one final biddable set of plans and specifications.

5.7.9.2 Provide a schedule of the Consultant's work.

5.7.9.3 Revise design as necessary.

5.7.9.4 Attend meetings as appropriate.

5.7.9.5 All work shall comply with applicable laws, regulations and building codes.

5.8 Not Used

5.9 Not Used

5.10 Abatement & Demolition Administration Phase, Phase 2:

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 Abatement & Demolition Administration Phase, 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 Microsoft 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 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 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 Assist County in advertising for and obtaining bids for the contract for construction materials, equipment and evaluating bids.

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

5.10.8 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.

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

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

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

5.10.12 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:

5.10.12.1 Award the contract to the lowest responsible, responsive bidder, and give written approval of increase in County's budget.

5.10.12.2 Reject all bids and rebid the contract.

5.10.12.3 If the base bid amount is more than Consultant's estimated amount for the base bid plus additive alternates in Consultants final statement of probable Total Construction Costs rendered at the end of the Abatement & Demolition

Administration 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 Paragraph 6 of this agreement.

5.10.12.4 Abandon the Project and terminate this Agreement or not approve proceeding with the next option.

5.10.13 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:

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

5.11.2 Pre-construction Meeting. The Consultant and subconsultants, 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, Consultant shall furnish definitions, clarifications, responses to requests 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, 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 Consultant shall advise the Construction Manager and such time may be approved by the County.

5.11.5.1 RFI's 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. Consultant will concurrently post all clarification/RFI (and respective change order) information on the record documents.

5.11.5.2 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 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, 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. 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 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 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 Site Observations: 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 Sub-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.

5.11.7.1 On the basis of on-site observations, 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.

5.11.8 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.

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

5.11.9.1 Upon request of the Construction Manager, 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.

5.11.10 Punch Lists: As requested by the Construction Manager, Consultant and where appropriate its subconsultants, shall assist the County in preparing preliminary and final lists of deficiencies (punch lists) at substantial and final completion including updating the punch lists, and confirming completion by the Contractor. Punch List trips and durations will be in addition to the weekly site visits. For substantial completion there will be as a maximum three preliminary and one final observation trips, and for final completion there will be one preliminary and one final observation trips. Punch list hard copy reports will be provided before leaving the job site, and a final digital copy will be e-mailed or faxed within three working days to the Construction Manager unless otherwise agreed to by the Construction Manager.

5.11.11 Substantial and Final Completion: 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. 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.

5.11.12 The duties, responsibilities, and limitations of authority of 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. 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.

5.11.13 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.

5.11.14 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.

5.11.15 Consultant 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.

5.11.16 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.

5.11.17 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.

5.11.18 Record Documents: Thirty days after final completion of the construction by the contractor, Consultant shall revise the original Construction Documents (Electronically on Microsoft Word and CADD) 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: County requires that the total estimated cost by Consultant shall not exceed the approved construction budget. 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 Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. Consultant's documents must meet the construction budget and Consultant must also provide bid alternates in the construction documents as a failsafe to keep the final construction cost within the budget.

6.3 Consultant's Obligation to Modify Documents:

6.3.1 If the Abatement & Demolition Administration 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 Mean City Cost Index between the date of submission of the Contract Documents to the County and the date on which proposals are sought.

6.3.2 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.

6.3.3 The Consultant shall with mutual agreement of Project Manager be permitted to include contingencies for design during the Survey and Design Phase (see Definitions Paragraph 4) 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. COUNTY'S RESPONSIBILITIES:

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

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

7.2 Testing: County, upon request and without cost to 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: 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: 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 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.

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

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

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

8.2.5 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.

8.2.6 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.

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

APPENDIX B
SCHEDULE

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issuance of RFP	County	February 6, 2012
Submittal of Written Questions Deadline	Potential Respondents	February 23, 2012
Addendum response to Distribution List/RFP amendments	County	February 27, 2012
Proposals Due	Potential Respondents	March 1, 2012
Short List Notification	County	March 8, 2012
Interviews	County	March 22, 2012
Respondent recommendation	County	March 30, 2012
Selected Respondent approval	Board	April 3, 2012
Commencement of Services Under PSA	County/Selected Consultant	April 23, 2012
Completion of Design	Consultant	July 13, 2012
Approval of Design	Board	July 24, 2012
Release Bid Documents	County	July 25, 2012
Bids Due	County	August 22, 2012
Award Abatement & Demolition	County	September 11, 2012
Notice to Proceed with Abatement & Demolition	Contractor	September 17, 2012
Completion of Abatement & Demo	Contractor	November 9, 2012

APPENDIX C
FEE SCHEDULE BREAK DOWN

HMS, Inc.

Fee Schedule Break Down

	Professional Consulting \$115.00/Hr.	Senior Consulting \$80.00/Hr.	Technical Consulting \$80.00/Hr.	Administrative Support \$45.00/Hr.	Totals
Survey			12/Hrs		\$960.00
Specification Development					\$1,500
Project Mgmt, Pre-Estimates, Schedules, etc.		20/Hrs		8/Hrs	\$2,160.00
Meetings		8/Hrs			\$720.00
APM/LPM			280/Hrs		\$22,400.00
Final Report		2/Hrs			\$180.00
				Grand Total	\$ 27,920.00

Sampling Costs

Analysis	Quantity	Standard Rates (24 Hour)	Totals
Phase Contrast Microscopy (PCM)	60	\$20.00	\$1,200.00
Polarized Light Microscopy (PLM)	20	\$20.00	\$400.00
PLM with Point Counting (400 Points)	5	\$80.00	\$400.00
Transmission Electron Microscopy (TEM) AHERA for Asbestos	15	\$175.00	\$2,625.00
Flame Atomic Absorption (Flame AA)	20	\$35.00	\$700.00
		Grand Total	\$5,325.00

March 16, 2012

CORONERS OFFICE REMODEL MAB
CONSTRUCTION ONLY

	DESCRIPTION	CORONER Video Visitation Medical Records
	Services & Supplies	
5000	Salaries and Wages	\$ -
50120	Personal Service Contract	\$ 146,000.00
	Subtotal Salaries and wages	\$ 146,000.00
62400	Owner Contingency	\$ 64,004.52
62600	Office Supplies	\$ 7,125.00
62630	Outside Printing Services	\$ 15,000.00
62730	Postage	\$ 297.00
63000	Professional & Special Services	\$ -
63090	Accounting, & Finance	\$ -
63110	Outside Auditing	\$ -
63120	Programming	\$ -
63256	Contracts - Consultants	\$ -
63400	Engineering Services	\$ -
63430	Other Design Consultants (Acoustics, Lighting, etc	\$ -
63500	Security Services	\$ -
63640	Legal Fees	\$ 15,000.00
64100	Abatement & Demo Consultant	\$ -
64150	Code Required Testing Firms	\$ 18,870.74
64200	Moving / Relocation Expenses	\$ -
64210	Inspectors	\$ 37,741.48
64220	Arch & Engr Fees	\$ 396,285.58
64600	Construction Manager	\$ 32,312.42
64631	Geotechnical Services	\$ 1,500.00
64720	Consulting Services	\$ -
65000	Publications & Legal Notices	\$ 7,500.00
65300	Rents & Leases	\$ -
65920	Meeting Allowance	\$ -
66020	Environmental Impact Reports	\$ -
66040	Abatement & Demolition	\$ -
66210	Building Permits	\$ 10,000.00
67040	Other Travel Expenses	\$ -
67200	Infrastructure (Streets & Traffic, Utility Service)	\$ 42,000.00
67230	Utility Connections (Fees Charged by Utility Companies)	\$ 50,000.00
	Subtotal Services And Supplies	\$ 697,636.75
73511	Govt Fund Bill Auditor	\$ 1,425.00
73512	Govt Fund Bill Purchasing	\$ 2,375.00
73580	PW Engineering Services	\$ -
74020	Long Distance Calls	\$ -
74030	Non Systems Charges	\$ -
74080	Central Services Printing	\$ -

March 16, 2012

**CORONERS OFFICE REMODEL MAB
CONSTRUCTION ONLY**

	DESCRIPTION	CORONER Video Visitation Medical Records
74090	Quick Copy Services	\$ 475.00
74100	Mail Room Postage Meter	\$ 119.00
74110	Mail Room Services	\$ 119.00
74130	Data Processing Services	\$ -
74190	Pickup & Delivery	\$ 475.00
74370	Stores Office Supplies	\$ 1,425.00
74790	Centrex Calls Costing	\$ -
	Subtotal	\$ 6,413.00
	Structures and Improvements	
80000	Land Costs	\$ -
80020	Site Clearing & Preparation	\$ -
80300	Emergency Power	\$ -
80310	Construction	\$ 3,300,000.00
80310	Eliminate 2nd Elevator	\$ (216,600.00)
	Video Visitation Tenant Improvement	\$ 360,000.00
	Tenant Ready First Floor	\$ 240,000.00
80310	Adiitional Cost of Handicap Ramp	\$ 40,000.00
80310	Eliminate Adjustment to Basement For Tall Vehicles	\$ (200,000.00)
80310	Eliminate Widow Wall At 2nd Floor Atrium	\$ (37,500.00)
80310	Eliminate Parking In Basement	\$ (72,606.00)
80311	Abatement and Demolition	\$ -
80312	Sitework	\$ -
80315	Surveys	\$ -
80315	Surveys & Investigations	\$ 5,000.00
80355	Signage & Graphics	\$ 12,750.00
80570	Design & Construction Contingency	\$ 343,104.40
80610	Data & Communication	\$ -
80670	Art In Public Places	\$ -
81000	Equipment	\$ -
82130	Office Equipment	\$ -
82570	Computer Equipment	\$ -
83990	Alarm / Security Systems	\$ -
84191	Fences	\$ -
	Subtotal Structures and Improvements	\$ 3,774,148.40
	Land Acquistion	
	Site Selection	\$ -
	Real Estate Assessment & Legal Fees	\$ -
	Subtotal Land Acquistion	\$ -
	TOTAL EXPENDITURES	\$4,624,198.15

\$ 4,884,198.15

Adjustments Made February 19, 2010

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT BETWEEN COUNTY OF STANISLAUS AND PACIFIC DESIGN ASSOCIATES

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is dated this **3rd day of April, 2012**, in the City of Modesto, State of California, by and between PACIFIC DESIGN ASSOCIATES, INC, hereinafter referred to as (“**Bridging Architect**”) and the COUNTY OF STANISLAUS, hereinafter referred to as (“**County**”).

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. **Scope of Professional Services.** For the Project described in Appendix A (“**Project**”), Bridging Architect shall perform the professional services described in Appendix B (“**Services**”), and submit the Deliverables described in Appendix B for the compensation set forth in Appendix C (“**Compensation**”), which appendices are attached and made a part of this Agreement.
2. **Term.** This Agreement shall become effective upon its execution by Bridging Architect and by County (including approval by the County Counsel). All Services whenever performed shall be deemed performed under this Agreement, and all compensation whenever paid to Bridging Architect on account of the Services shall be deemed as payments of the Compensation and subject to the terms of this Agreement.
3. **Standard of Performance.** Bridging Architect represents that it possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the high standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
4. **Schedule.** The Bridging Architect agrees to perform the Services in accordance with the time periods specified in Appendix E and in accordance with any schedule included in this Agreement by reference in Appendix E or a separate appendix. The Bridging Architect will not be responsible for delays to the Project to the extent such delays are caused by events beyond the reasonable control of Bridging Architect, however, Bridging Architect will be responsible for any delays to the Project to the extent caused or contributed to by Bridging Architect’s failure to properly perform the Services.
5. **Subconsultants.** Bridging Architect shall perform the Services using the key personnel and subconsultants listed in Appendix A. Bridging Architect shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of the Agreement to the extent of their scope of services. Bridging Architect may substitute personnel or subconsultants or subcontract any portion of the Services, only upon County’s written consent, which may be withheld in County’s discretion and subject to the terms in Appendix A. Bridging Architect shall be fully responsible for the work of its subconsultants.
6. **Representatives for Both Parties.** Both parties shall designate a representative, authorized to act on the parties’ behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Bridging Architect’s services. The parties may delegate all or some of the representatives’ role and function to some other representative.
7. **Role of Bridging Architect.**
 - 7.1 Pursuant to Public Contract Code Section 20133, Bridging Architect acknowledges and agrees that it cannot also serve as the Design-Build contractor for this Project.

7.2 Notwithstanding the foregoing, the County may, in its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and ask Bridging Architect to serve as the County's principal Project architect. In such case, the County shall provide Bridging Architect with a proposed revised Scope of Services whereby Bridging Architect shall serve as the Architect of Record and perform such other services customarily provided by similar architects on similar projects which the County may, in its sole discretion, request. Bridging Architect shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Bridging Architect's compensation, etc.

8. Indemnification and Liability.

8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782 and 2782.8), Bridging Architect shall defend (with legal counsel reasonably acceptable to County), indemnify and hold harmless County and its Supervisors, officers, agents, departments, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Bridging Architect or its subconsultants), expense and liability of every kind, nature and description, at law or equity (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to any negligence, recklessness or willful misconduct of Bridging Architect, any subconsultant, anyone directly or indirectly employed by them, or anyone that they may control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

8.2 Bridging Architect shall defend (with legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including reasonable attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, 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 County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

8.3 County shall include a provision in the construction contract with the design-build or general contractor on the Project requiring the design-build or general contractor to indemnify Bridging Architect for damages resulting from the negligence of the design-build or general contractor and its subcontractors. County shall also include a provision in the construction contract with the design-build or general contractor on the project requiring the design-build or general contractor to name Bridging Architect as an additional insured on its CGL insurance coverage. The risk of an inadvertent omission of such provisions is on Bridging Architect. Therefore, Bridging Architect shall review the construction contract prior to bidding to confirm that such provision has been included in the draft of the bid documents.

8.4 Bridging Architect shall place in its subconsulting agreements and cause its subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.5 County acknowledges that the discovery, presence, handling or removal of asbestos products polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Bridging Architect's expertise and is not included in the scope of Services Bridging Architect is to perform nor included in Bridging Architect's insurance. County shall hire an expert consultant in this field if the Project involves such materials. Bridging Architect shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Bridging Architect shall be responsible to coordinate with County's expert consultant as required by Appendix A.

9. **Notices and Communications.** County and Bridging Architect shall provide notices to the other in the form of writing, sent by certified mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:

**County of Stanislaus
Capital Projects Office
1010 10th Street, Suite 2300
Modesto, CA 95354
Attn: Patricia Hill Thomas
Project Manager**

**Bridging Architect Address
Pacific Design Associates, Inc.
1218 "K" Street Suite 100
Modesto, California 95354
Attn: Donald W. Phillips
President**

or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service. All notices and normal project communications must be addressed to and/or copied to the County's Owner's Representative (Patricia Hill Thomas or such other person designated in writing by County), including but not limited to notices, payment requests, information requests, approval requests, coordination requests, authorization requests, confirmations of conversations, routine correspondence and deliverables.

10. **Insurance.** Bridging Architect shall comply with all requirements of Appendix D, which is attached and made a part of this Agreement.

11. **Independent Contractor.** Bridging Architect shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between County and Bridging Architect, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Bridging Architect shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Bridging Architect represents that it will collect, report, and pay all sales and or use taxes to the State Board of Equalization. Upon full payment, Bridging Architect will issue County a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving County of all liability for any tax relating to the scope of this Agreement. The Bridging Architect shall pay all other taxes including but not limited to any applicable City of Modesto business tax, not explicitly assumed in writing by County hereunder. The Bridging Architect shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

12. **Conflict of Interest; Confidentiality.**

12.1 Bridging Architect represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code and Section 20133 of the Public Contract Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

12.2 Bridging Architect represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Bridging Architect believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Bridging Architect agrees to comply with all conflict of interest codes adopted by the County and its reporting requirements.

12.3 Bridging Architect covenants 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, Bridging Architect represents to and agrees with County that Bridging

Architect has no present, and will have no future, conflict of interest between providing County the Services hereunder and any interest Bridging Architect may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County. The provisions of this Section shall remain fully effective indefinitely after termination of Services to County hereunder.

12.4 Bridging Architect acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Bridging Architect may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Bridging Architect agrees that all information disclosed by County to or discovered by Bridging Architect shall be held in strict confidence and used only in performance of the Agreement. Bridging Architect shall exercise the same standard of care to protect such information as a reasonably prudent Bridging Architect would use to protect its own proprietary data, and shall not accept employment adverse to County's interests where such confidential information could be used adversely to County's interests. Bridging Architect agrees to notify County immediately in writing if it is requested to disclose any information made known to or discovered by Bridging Architect during the performance of or in connection with this Agreement.

12.5 Any publicity or press releases with respect to the Project or Services shall be under County's sole discretion and control. Bridging Architect shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without County's prior written consent. Bridging Architect shall have the right, however, without County's further consent, to include representations of Services among Bridging Architect's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

12.6 Bridging Architect shall not employ, or attempt to employ, any person who is or was employed by County at any time that this Agreement is in effect, during the term of this Agreement and for a period of six months after the termination of this Agreement or the completion of the Work, without the written consent of the County.

12.7 Bridging Architect and County agree that Bridging Architect's unique talents, knowledge and experience form a basis for this Agreement and that therefore the services to be performed by Bridging Architect under this Agreement are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by Bridging Architect unless approved by written instrument executed and approved in the same manner as this Agreement. Any assignment or delegation of the Services provided in this Agreement without County's express advance written approval shall be deemed null and void.

12.8 The provisions of this Section shall remain fully effective indefinitely after termination of Services to County hereunder.

13. Suspension and Termination of Services.

13.1 County may direct Bridging Architect to suspend, delay or interrupt Services, in whole or in part, for such periods of time as County may determine in its sole discretion. County may issue such directives without cause. County will issue such directives in writing. Suspension of Services shall be treated as an excusable delay, however, suspension of services beyond sixty (60) days may entitle Bridging Architect to additional compensation, if extra costs are actually incurred.

13.2 County may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Bridging Architect commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of County's written notice to Bridging Architect demanding such cure. In the event County terminates this Agreement for default,

Bridging Architect shall be liable to County for all loss, cost, expense, damage and liability resulting from such breach and/or termination.

13.3 County may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever County determines that such termination is in County's best interests. In the event County terminates this Agreement for convenience, Bridging Architect shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date, up to the amount that Bridging Architect would have otherwise earned under the Agreement up to the date of the termination, but may recover no other cost, damage or expense. If such part terminated is severable or priced separately in the Agreement, however, then such severable or separate pricing shall determine the deductive price for the termination.

14. Ownership of Work Product.

14.1 Any interest (including copyright interests) of Bridging Architect or its subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Bridging Architect or its subconsultants at any time in connection with the Services, shall be, immediately upon its creation, the property of County. (Such copyright transfer shall exclude, for example, Bridging Architect's standard sheets, details, and notes, to which County shall be granted a license as set forth below.) To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of County, excluding Bridging Architect's standard sheets, details, and notes. In the event that it is ever determined that any works and any former works created by Bridging Architect or its subconsultants under this Agreement are not works for hire under U.S. law, Bridging Architect hereby assigns to County all copyrights to such works when and as created. Bridging Architect may retain and use copies of such works for reference and as documentation of experience and capabilities.

14.2 Bridging Architect hereby grants to County a non-exclusive, irrevocable license in perpetuity to all studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Bridging Architect or its subconsultants (the "Documents") at any time in connection with the Services. Under this license County may reproduce, distribute, modify or create derivative works of the Documents. In the event County utilizes any portion of the Documents without the involvement of Bridging Architect, County agrees to remove from the Documents all title blocks and information identifying Bridging Architect.

15. Audit/Inspection of Records.

15.1 Bridging Architect shall maintain all documents and records prepared by or furnished to Bridging Architect during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Bridging Architect shall permit County to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to County by this section. Such rights shall be specifically enforceable.

15.2 The Bridging Architect shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by Bridging Architect in the performance of this Agreement. If such books and records are not kept and maintained by Bridging Architect within a radius of fifty (50) miles from the Capital Projects offices of County at 825 12th Street, Modesto, California 95354. Bridging Architect shall, upon request of County, make such books and records available to County for inspection at a location within said fifty (50) mile radius or Bridging Architect shall pay to County the reasonable, and necessary costs incurred by County in inspecting Bridging Architect's books and records, including, but not limited to, travel, lodging and subsistence costs. Bridging Architect shall provide such assistance as may be reasonably required in the course of such inspection. County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this

Agreement or completion of all work hereunder, as evidenced in writing by County, and Bridging Architect shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after County makes the final or last payment or within three (3) years after any pending issues between County and Bridging Architect with respect to this Agreement are closed, whichever is later.

15.3 County further reserves the right to examine and reexamine said books, records and data identified in paragraphs 15.1 and 15.2 during the three (3) year period following termination of this Agreement and/or during Bridging Architect's performance of the Services until the completion of all work hereunder, as evidenced in writing by County.

16. Non-discrimination. Bridging Architect shall not discriminate against any employee or applicant for employment, nor against any subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Bridging Architect shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Bridging Architect shall provide all information reasonably requested by County to verify compliance with such matters. Bridging Architect stipulates, acknowledges and agrees that County has the right to monitor Bridging Architect's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

17. Disputes. Bridging Architect shall continue its work throughout the course of any dispute, and Bridging Architect's failure to continue work during a dispute shall be a material breach of this Agreement. Bridging Architect shall provide County with written notice of claims for additional compensation within a reasonable time of knowledge thereof (but no later than 20 calendar days after first knowledge), supported by correspondence and written materials evidencing the change in the scope of the Services (within 20 additional days), for the purpose of negotiations of the claim and resolution thereof; otherwise, such claim is waived. Claim negotiations shall occur a minimum of two times, once at the project level, and then at the executive level. Should claim negotiations prove unsuccessful, and if Bridging Architect files a Government Code section 910 claim, then pursuant to Government Code Section 930.2, the time period to do so shall be no later than 120 days following completion or termination of the Services (whichever first occurs.) The parties must thereafter engage in non-binding mediation using a mediator pre-qualified by the American Arbitration Association for construction industry mediation, as a precondition of any litigation, and if litigation should occur, then the parties shall engage in judicially supervised non-binding arbitration. The requirements of this section are non-waivable except by written agreement signed by both parties and approved as to form by their legal counsel.

18. No Incidental or Special Damages. Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

19. California Law. This Agreement shall be deemed to have been executed in the City of Modesto, Stanislaus County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Stanislaus County, California. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement.

20. No Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

21. Entire Agreement. This Agreement shall supersede all prior or contemporaneous purchase orders, letter agreements or any other agreements (oral or written) that may apply to Services. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

22. No Waiver. The granting of any payments, and any inspections, reviews, approvals or oral statements by any County representative, or certification by any governmental entity, shall in no way limit Bridging Architect's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof (including, but not limited to, provisions previously waived or not enforced). This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of County and Bridging Architect.

23. Statutes of Limitation. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of County's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

24. Severability. Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

25. Insurance Coverages. Any provision of this Agreement or of any subsequent agreement or modification to this Agreement, that in any manner purports to waive recovery of damages otherwise subject to any insurance coverages, shall be void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

STANISLAUS COUNTY

By Patricia Hill Thomas
Patricia Hill Thomas
Chief Operations Officer/
Assistant Executive Officer

PACIFIC DESIGN ASSOCIATES, INC.,
a California corporation,

By Donald W. Phillips
Donald W. Phillips
President

Attest Tina Phillips Sec.
Tina Phillips Sec.
Print Name and Title
(If Corporate: Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer)

Approved as to form and legality this 30 day of March, 2012.

John P. Doering
John P. Doering
County Counsel

County Resolution No. 2012-141

LIST OF APPENDICES AND SCHEDULES

Appendix A	Project
Appendix B	Services
Appendix C	Compensation
Appendix D	Insurance
Appendix E	Schedule
Appendix F	Draft Project Budget

APPENDIX A – PROJECT

This is an appendix attached to, and made a part of, the Professional Services Agreement dated April 3, 2012 (“Agreement”) between STANISLAUS COUNTY (“County”) and Pacific Design Associates, Inc. (“Bridging Architect”), for the provision of professional services (“Services”).

CORONERS / PUBLIC ADMINISTRATOR FACILITY

Project Overview

Stanislaus County desires to relocate the existing Coroner’s/Public Administrator facility currently located on Oakdale Road in Modesto, CA. Stanislaus County undertook a program feasibility study by Crime Lab Design to determine and understand the conditions required for utilizing an existing building located at 17th and G streets in Modesto, CA.

The current function of the Stanislaus County Coroner’s facility is to effectively and efficiently meet the needs of the community by providing the highest quality investigative and forensic services. The office investigates deaths as outlined by government and health safety codes, provides storage for decedents with no known family and for funeral homes when necessary and protects the assets of the next of kin.

The following criteria impact facility size and make it essential for a new larger facility:

- Growth in population
- Changes in crime rate
- Changes in operational procedures
- Increased workload as a result of teaching responsibilities and through contracts and arrangements with other counties
- Funding changes
- Technology developments
- Legislation changes

Program needs to include modern autopsy and support areas, decedent storage, offices, training facilities, technologically-advanced equipment, instrumentation, and efficient, ergonomic and productive work environments.

Facility Requirements

The following are client requirements as identified during the Needs Assessment process:

- A building that can be operated 24/7 and that will incorporate safety and security for the employees
- A building meeting the current requirements for size of autopsy, storage and office space.
- Merge the Public Administrator component with the Coroner’s office
- Incorporate flexibility in building system and utility design to allow changes in the future
- Storage is essential and must not be undersized
- Planning decisions should consider the effects of a mass casualty in all areas especially parking and security
- Provide space in the new facility for the Northern California Transplant Bank and Donor Network

Many factors need to be considered in accommodating the coroner and laboratory component of this project on the selected project site. The following briefly describes these considerations:

- Site Access – Two site access points are preferred to maintain security between facility personnel and the public. Access to the site for shipping and receiving of sensitive materials should also be separated from decedent intake areas to ensure proper process and procedures. Entry and exit surveillance should be provided via CCTV, card readers, or other bio metric methods.
- Emergency and Service Access – to ensure facility safety, proper circulation – paths should be coordinated with local authorities for emergency and fire department vehicles.

- Site Lighting – Lighting should be designed to discourage vandalism, threats, and to promote good security measures. As this is proposed to be a 24 hour facility, lighting and security in the parking zones of the facility as well as at the entrances are of paramount importance for the safety and wellbeing of the building inhabitants.
- Security: Proximity reader cardkey system or biometric readers; CCTV system for lobby, staff entrance, and decedent entrance; secure, well-lit parking zone for the employees
- Interior Lighting: Windows provided for all offices, open office areas and public areas; natural light is preferred in the autopsy suite, the autopsy room and the recovery suite
- Emergency: Utility backup systems should be provided, including emergency power
- Finishes: The facility finishes should be durable and long lasting while also being low-maintenance
- Exterior Support Space: Adequate space and utility support for mobile cooler/freezer units
- Tours: Design of facility to allow for tours and group educational programs with minimal disruption to facility operations.

Program Summary

The information contained in the program can be summarized as follows:

SPACE TYPE	2010	2020	2030
	GSF	GSF	GSF
AUTOPSY	4,318	4,318	4,318
SUPPORT / TISSUE BANK	8,539	8,539	8,539
OFFICE AND ADMINISTRATIVE	1,656	2,691	3,484
ADMINISTRATION SUPPORT	5,505	5,505	5,505
TOTALS	20,018	21,053	21,847

Details of the program are included in the PROGRAM FEASIBILITY STUDY, prepared by Crime Lab Design dated December 31, 2009, which is available upon request to the Construction Manager.

Proposed Site Analysis

The County of Stanislaus has identified an existing structure located at the corner of G and 17th Streets in Modesto, California for the purposes of relocating the Coroner facility. An assessment of the location and surrounding site follow:

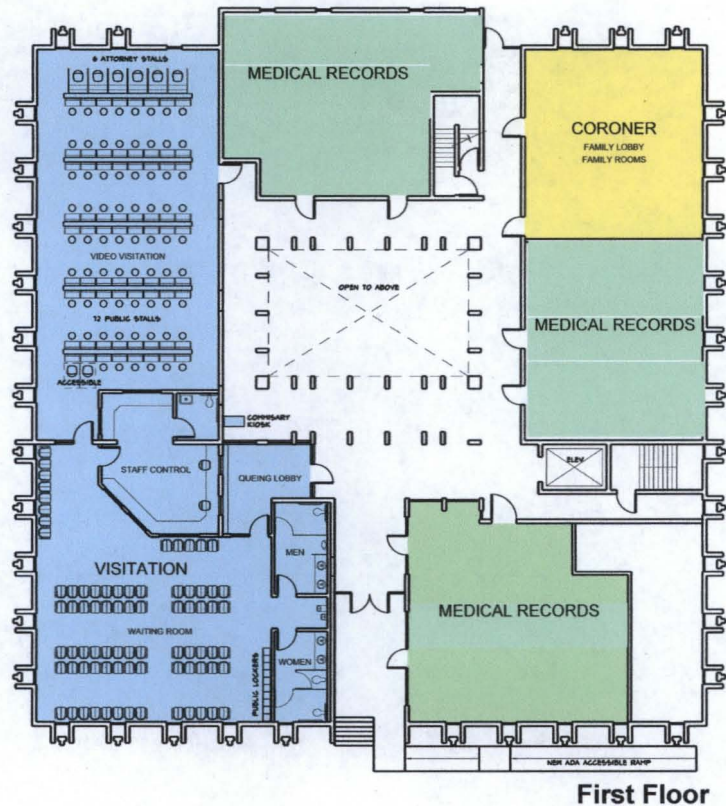
- Main public entry for the building is on the 17th Street side.
- Central location at the corner of 17th & G provides an identity to the community for the County functions of both Coroner and Property. This is both a positive and negative; positive in that the public location provides better access and location identification than the current facility but negative with regards to the sensitive function that the Coroner entails.
- Because of the availability of underground parking, sensitive drop-off and pick-up of decedents could take place within the building. This ameliorates some of the issues from the previous point. Access to the underground parking will present a challenge to meet the vehicle needs of the Coroner.
- The building takes up most of the site requiring major mechanical to be located in the building or on the rooftop. It also provides some challenges to the location of emergency power generators.
- Although some employee parking may be accommodated in the building basement, not all future staff will be accommodated for parking within the structure nor is visitor parking accessible within the building or on-site. Parking will have to be accommodated at adjacent surface parking areas and street parking.
- Site limitations do not allow for the parking of refrigeration trucks in the event of a mass casualty.
- Site drop-off of non-sensitive materials should be processed through the main entry of the building.

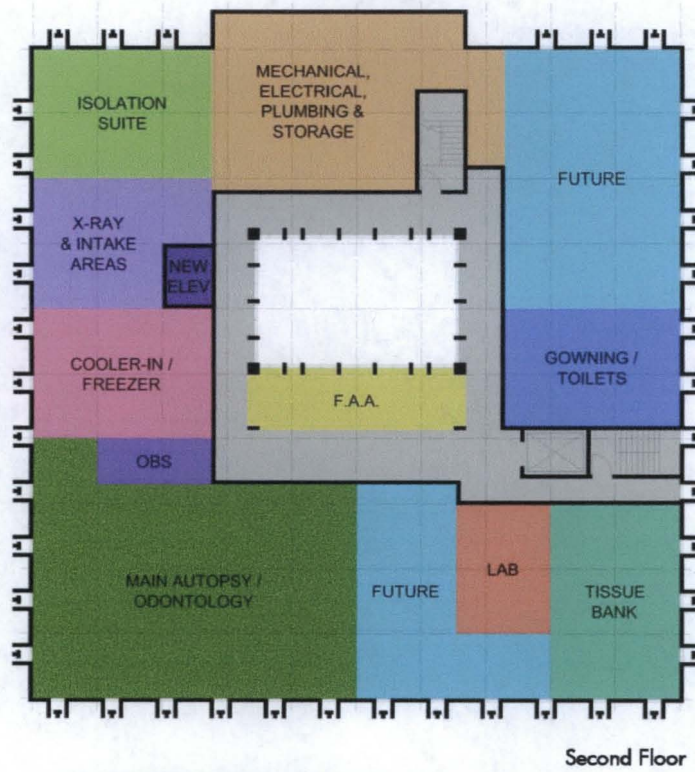
The existing building was built in the early 1960's and has two floors and an underground parking garage. The exterior walls are CMU and the floors are cast-in-place "waffle plate". The underground parking garage is cast-in-place concrete. There is an existing elevator that runs from the parking garage to the second floor. There are two stair wells, one of which is between the first and second floors only. New electrical service and fire protection

services will be required, and the mechanical system must be replaced. The interior of the building will be abated and demolished under a separate contract.

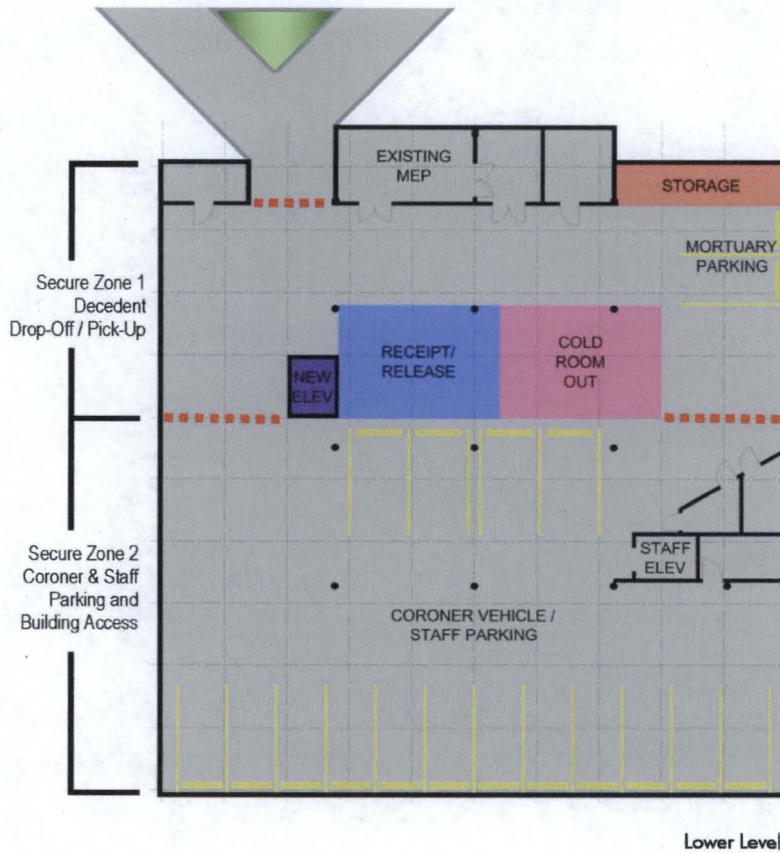
Design Analysis – 2010

The following illustrations show one potential scenario for fitting the 2010 program into the proposed existing building. There are many other scenarios for fitting the program into this facility. It has sufficient square footage to contain this program including the additional square footage to continue to support this program up to the 2030 time projection.





Second Floor



Lower Level

Based on this proposed blocking concept, this building appears to provide sufficient future expansion to meet the needs of the Coroner program through the 2030 timeframe while meeting current accommodation needs for 2010 in

an expandable scenario. Immediate plans should begin with concentrating on the build-out and utilization of the second floor. Additionally, provisions for parking, decedent and evidence/property drop-off and pick-up should also be made at this time in the lower level. Last, the family space located on the first floor should be fit out to provide an understandable and easy-to-find identity within the larger building. Mechanical, Electrical and Plumbing infrastructure should be planned for at the early demolition stages to outfit the facility for the full 2030 program. Office and Administrative areas can easily be subdivided to provide current work areas for 2010 functions on the second floor as well as space on the first floor for future expansion. Autopsy space can either be built at the beginning while only outfitting the space with enough autopsy fixtures as needed for current capacity or modular rooms can be planned where only those spaces as needed in today's plan can be built and finished with provision for the fit and finish of future adjacent spaces as necessary.

As stated earlier, there are multiple concept fits that could work with this building configuration. The County's preliminary study shows only that the program will fit up to the 2030 time span with additional future expansion as necessary. Next steps of further schematic design studies will be undertaken in conjunction with County personnel to design the space most appropriate to the process and protocol of the employees of the Stanislaus County Coroner and Public Administration.

Video Visitation

The County is considering the implementation of a remote Video Visitation Center to accommodate Public visits for the entire Jail system. The inmate portion of the Video Visitation System including the Hardware and software is being purchased through a separate jail expansion project. The County owned Medical Arts Building appears structurally sound and appears to be a good candidate for renovation to accommodate the Video Visitation area for the public

Although the program for the public video visitation has not been developed, a typical program for comparable public Video Visitation Areas is:

• Queuing Lobby (for check-in identification, scheduling, and access to waiting)	300 SF
• Waiting Area (for those cleared to visit and wait for visiting time)	1,125 SF
• Staff Control Area (check-in clearance, access, and supervision)	230 SF
• Public Restrooms (Men & Women off waiting room at 205 SF each)	410 SF
• Visitation Area	<u>2,750 SF</u>
Total Area	4,815 SF

The operational model for a Visitation Center is based on hourly visit sessions lasting 45 minutes each. They would occur on the hour with the 15 minutes to allow the finishing session to clear out, staff review of area, and next session already in waiting room to assemble at their representative stall/video station. The number of visitation stalls or waiting room size may be somewhat different once the total Jail population, hours and days of operation, scheduling of visits and number of attorney visits, are determined in consultation with staff. The Bridging Architect shall verify the required program with County Staff.

Medical Records Facility

The Medical Records would be located on the first floor in the remaining space after the Coroner's Family rooms and lobby space and the Sheriff's Video Visitation Center space is located. The A/E Team will be required to do a Program Verification Study to coordinate the use requirements within the entire first floor space. The Medical Records portion of the first floor space will be approximately 6,000 sf. Access to the Medical Records and to Video Visitation portion of the project will be via the 17th Street entrance. Handicapped access must be evaluated and designed to meet the latest version of the ADA codes.

The space for the Medical Records will be primarily an open area for the storage of records with one private office, and a receiving counter. The space must be provided with heating and air conditioning, lighting and convenience outlets, data outlets, sewer and water connection points, and must comply with all codes.

Abatement and Demolition

The demolition and hazardous material removal of the entire building will be done under a separate contract. The County will employ a Consulting firm to design the abatement and demolition and intends to complete the abatement and demolition before the design work of this contract is complete.

Key Personnel and Subconsultants

Key Personnel

Donald W. Phillips	Principal
Chris Nikkel	Job Captain
Monica Newhard	CAD Operator

Subconsultants

McClaren, Wilson, & Lawrie	Consulting Medical Examiner RCHITECTS
Justin Capp & Associates	Structural Engineering Services
GDMD, Inc	Mechanical Engineering Services
Ainsworth Associates	Consulting Mechanical Engineers
ECOM Engineering	Electrical Engineering Services
Hawkings & Associates, Inc	Civil Engineering Services
KLA, Inc	Landscape Architectural Services
Cumming, Inc.	Construction Cost Estimating Services
Kleinfelder, Inc	Soil & Material Testing Services

END OF APPENDIX A

APPENDIX B – SERVICES

This is an appendix attached to, and made a part of, the Professional Services Agreement dated **April 3, 2012 (“Agreement”)** between STANISLAUS COUNTY (“County”) and **Pacific Design Associates, Inc. (“Bridging Architect”)**, for the provision of professional services (“Services”).

1. The Project: Coroner / Public Administration Facility
2. The County currently plans to utilize the design-build project delivery methodology for the majority of the Project, using Bridging Architect to assist in preparing the design-build bid package. The Services include those architectural services necessary to prepare bridging documents that will define the Project for the Design Build team. Notwithstanding the foregoing, the County may, in its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and ask Bridging Architect to serve as the County’s principal Project architect. In such case, the County shall provide Bridging Architect with a proposed revised Scope of Services whereby Bridging Architect shall serve as the Architect of Record and perform such other services customarily provided by similar architects on similar projects which the County may, in its sole discretion, request. Bridging Architect shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Bridging Architect’s compensation, etc.
3. All work shall comply with all applicable laws and regulations, including, where applicable, laws requiring the payment of prevailing wages as set forth in Labor Code Section 1770 et seq.
4. The successful Bridging Architect will be expected to perform architectural functions including, but not limited to:
 - 4.1 PROGRAM VERIFICATION. Bridging Architect shall review and confirm the program requirements.
 - 4.2 PREPARE SCHEMATIC DESIGN DOCUMENTS. Bridging Architect will complete schematic design based on the scope, including adjustment authorized by the County.
 - 4.3 PREPARE BRIDGING DOCUMENTS. Bridging Architect will prepare the design criteria, performance specifications and other project-specific material sufficient to provide the basis for competitive procurement as authorized in California Public Contract Code Section 20133.
 - 4.4 FURTHER DEVELOPMENT AND OVERSIGHT OF PROGRAM. The Bridging Architect will develop project objectives and estimates; prepare preliminary designs, design criteria, outline and in some cases detail specifications, schematic and in some cases design development level drawings; assist in establishment of schedules, milestone dates, and phasing plans; review special conditions to the design-build construction package submitted to Respondents; assist in evaluating the competing design-build proposals; and evaluate, monitor and accept for construction the designs developed by the design build contractor; review and comment on payment applications and submittals; observe construction and assist in conducting inspections for substantial and final completion; and review and comment on all design-related deliverables and submittals of the design-build contractor.
 - 4.5 GATHER AND VERIFY PROJECT AND SITE INFORMATION. The Bridging Architect will examine the existing facilities to coordinate between existing and new construction. The Bridging Architect will include cost for any survey work needed to document existing facilities. The County intends to reuse three (3) of the existing facilities. The Bridging Architect will meet with Capital Projects to establish a program for the function to fit within existing and new space.
 - 4.6 BUDGET. The Bridging Architect will correlate the program and design to the project budget. The Bridging Architect will confirm in writing that they agree the project can be achieved within budget. The budgets, including design and construction contingency, are shown in Appendix F.

4.7 PROJECT SCHEDULE. The Bridging Architect and the Construction Manager shall jointly develop the Project Schedule.

4.8 DESIGN PHASE. Based on the County's program and budget requirements, the Bridging Architect will prepare Schematic Design and Bridging Documents. If the Bridging Documents and budget are approved, the Bridging Architect will assist the County in taking and evaluating bids from Design Build Teams. If the design – build contract(s) is/are awarded, the Bridging Architect will review and comment on the completion of the design and construction. The Bridging Documents shall be of sufficient detail to show design intent, to correlate the program to new and existing facilities, and to allow Contractors to prepare a bid. In addition, the program shall specify the exact or minimum amount of usable floor areas required, and the environmental conditions (power, light, heating, cooling, ventilation, etc.) required in each programmed space; and, as appropriate, specific design directives and design configuration in specific programmed spaces and more detailed design in specific spaces.

The Bridging Design Phase shall include as a minimum:

- a. Attend a one day value engineering session.
- b. Prepare a site plan to include utilities, entrance drives, and parking.
- c. Prepare Floor Plans (no less than ¼" = 1'-0") including space assignments, sizes and locations of installed, fixed and moveable equipment and labeling of net and gross areas for the various parts of the project.
- d. Large scale layouts of various systems.
- e. Preliminary specifications describing performance, size, character, and quality as to kinds of structural, mechanical, and electrical systems
- f. A tabulation of floor area, and a comparison to the space program.
- g. Design criteria for architectural, structural, mechanical, and electrical systems to clearly show the characteristics and quality of environment and control desired.
- h. Layout and specifications for state-of-the-art autopsy and support areas, decedent storage, offices, training facilities, technologically-advanced equipment, instrumentation, and efficient, ergonomic and productive work environments.

4.9 MEETINGS. Weekly the County, Construction Manager, Bridging Architect, and other parties shall meet to review and discuss progress, problems, and activities planned for the next interval.

4.10 COST. The Bridging Architect will prepare a statement of probable construction cost based on the documents and other available data, and will compare it to the program budget. If the statement of probable construction cost exceeds the budget, the Bridging Architect will re-design the project at their own expense. The statement of probable construction cost must not exceed the budget.

4.11 BIDDING PHASE. This phase commences after the County has approved the Bridging Documents and the final design-build cost estimate. Upon receipt of the County's written notice to proceed with the Bid Phase, the Bridging Architect shall perform the following services:

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

b The Bridging Architect shall assist the County in interpreting the drawings and 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 Bridging Architect shall issue no other addenda, verbally or in writing, to bidders. The Bridging Architect shall receive all bidder questions and shall record the questions and answers given on the form approved by the County. The Bridging Architect will keep a log of all questions including the subject, date received, date answered, party requesting information, and the Bridging Architect's employee giving information. The log and forms will be issued as back-up information for each addenda. The Bridging Architect will summarize for each addenda the drawing or specifications being clarified and the specific change being made. Additional drawings or specifications will be issued as required.

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

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

e County reserves the right to accept bids in excess of the approved final design-build cost estimate or to reject any or all bids received.

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

g 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.

h 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.

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

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

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

l If the lowest responsible, responsive bid received from a contractor exceeds the County's design-build budget and Bridging Architect's estimate for the work to be performed by the design-build team, the County may, at its discretion:

1) Award the contract to the lowest responsible, responsive bidder, and give written approval of increase in County's budget.

2) Reject all bids and rebid the contract.

3) If the base bid amount is more than Bridging Architect's estimated amount for the base bid plus additive alternates in Bridging Architect's final design-build cost estimate rendered at the end of the Design Phase, require the Bridging Architect to redesign and revise the documents or revise the scope of work to be performed by the design-build team or its quality, or both, so as to reduce the design-build cost for the work to be performed by the design-build team, while still meeting the County's program objectives in which case the Bridging Architect

shall at its expense, if so directed by the County, modify the Bridging Documents in order to reduce the design-build cost for the work to be performed by the design-build team within the Project budget.

4) Abandon the Project and terminate this Agreement or not approve proceeding with the next option.

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

4.12 COUNTY APPROVAL. The complete drawings, specifications, probable cost estimate, and other documents will be presented to the County for written approval at the end of the design phase. The Bridging Architect may also be required to obtain initial approvals from the Stanislaus County Fire, code compliance reviewers, and/or other County departments.

4.13 Prepare one draft for review, and one final biddable set of bridging plans and performance specifications.

4.14 Provide a schedule of the Bridging Architect's work.

4.15 Revise design as necessary.

4.16 Attend meetings as appropriate.

4.17 All work shall comply with applicable laws, regulations and building codes.

Notwithstanding the foregoing, the County may, in its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and ask Bridging Architect to serve as the County's Architect of Record. In such case, the County shall provide Bridging Architect with a proposed revised Scope of Services whereby Bridging Architect shall serve as the Architect of Record and perform such other services customarily provided by similar architects on similar projects which the County may, in its sole discretion, request. Bridging Architect shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, compensation, etc.

END OF APPENDIX B

APPENDIX C-- COMPENSATION

This is an appendix attached to, and made a part of, the Professional Services Agreement dated April 3, 2012 (“Agreement”) between STANISLAUS COUNTY (“County”) and Pacific Design Associates, Inc. (“Bridging Architect”), for the provision of professional services (“Services”).

1. CONSTRUCTION BUDGET. The construction budget, which is subject to revision by the County during the Bridging Design, is based on the preliminary conceptual estimate developed by the County or the revised estimate developed as part of the final scope from Phase 1, the Bridging Design, of this contract.
 - 1.1. The total construction budget (excluding hazardous materials abatement, FF&E, and contingencies) is estimated at \$3.4 million.
 - 1.2. The County may, in its sole discretion, add to or reduce by 5% the total construction budget during the Bridging Design at no change in fee.
 - 1.3. 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%.
2. COMPENSATION TO THE BRIDGING ARCHITECT. The total compensation by the County to the Bridging Architect for work performed under this agreement including all labor and other direct costs (ODC's) shall not exceed Two Hundred Seventy Three Thousand Dollars (\$273,000.00), unless amended by the County. The County expressly reserves the right to deny any payment or reimbursement requested by the Bridging Architect which is in excess of the contract limit, unless such payment is approved by the County as an Additional Service, as set forth below.
3. PAYMENT:
 - 3.1 For work completed and upon submittal of monthly invoice statements in duplicate, the County shall pay the Bridging Architect for services rendered in an amount not to exceed the phase totals set forth in Section 5.1, less 5% retention in accordance with Civil Code Section 3320. County and Bridging Architect may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention shall be released upon substantial completion of the Project.
 - 3.2 Invoices shall be submitted for progress payment not more than once each month unless otherwise approved by the County. Progress payments shall be based on the percentage of services completed through the end of the billing period.
 - 3.3 When submitting invoices, Bridging Architect shall provide an updated schedule that will be the basis of payment and that will certify that the percentages claimed are true and accurate representations of Bridging Architect's progress to date, and that notwithstanding such percentages or the payment therefore, Bridging Architect remains fully responsible for satisfactorily completing all Services. County may adjust any progress payment so that it corresponds with the percentage of completion as determined by County. Adjustment of any progress payment will be reasonably negotiated with Bridging Architect.
 - 3.4 Bridging Architect shall provide copies of all Subconsultant Agreements to County as the Agreements are finalized and executed between the County and Bridging Architect.
 - 3.5 Bridging Architect and/or its Subconsultants shall not provide services to the Construction Contractor or any Subcontractor under separate agreement for any part of this Project.
4. NOTICE TO PROCEED. The Bridging Architect shall not commence work until a Notice to Proceed is issued by the County. The County has no obligation to issue Notices to Proceed for all phases. If the Project is delayed or suspended for a phase beyond 30 days, termination may be mutually agreed to by the parties.

5. This Agreement shall not be considered as giving exclusive authority to the Bridging Architect for performing all services pertaining to the design and/or construction of the project. The County may perform or may not perform, or have this work herein performed by others.
6. Prior to release of retention and/or final payment pursuant to this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereof, Bridging Architect shall execute and deliver to Owner a Conditional Release of all Fee Claims arising pursuant to or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted from the operation of the Release for reasons and in amounts set forth therein.
7. For purposes of changes in services, hourly rates will be submitted for approval for each staff member of the Bridging Architect, and the Bridging Architect's Subconsultant's with a resume that justifies the level of proposed rates. These rates will apply to base and extra services. The County has the right if it deems necessary to audit the actual records. Rates will be based on salary, a reasonable audited overhead rate, and a profit of no more than 10%. (Note: Marketing will not be included in the overhead.)

Billing Rates for Additional Services

Prime Architect	
Principal	\$150.00
Admin. Architect	\$110.00
Project Manager	\$95.00
Project Designer	\$85.00
Interior Designer	\$80.00
CAD Operator	\$65.00
Clerical	\$50.00
Consulting Architect MWL	
Principal Architect	\$180.00
Architect	\$125.00
Technical Support	\$88.00
Structural Engineer JWC	
Principal Engineer	\$150.00
Junior Engineer	\$75.00
Designer	\$50.00
Mechanical Engineer GDM	
Principal Engineer	\$95.00
Principal Designer	\$85.00
CAD Operator	\$65.00
Junior CAD Operator	\$45.00
Clerical	\$60.00
Consulting Mechanical Engineer AA	
Principal	\$210.00
Associate	\$190.00
Senior Engineer	\$170.00
Engineer	\$150.00
Designer	\$130.00
CAD Operator	\$100.00
Clerical	\$75.00
Electrical Engineer ECOM	
Managing Principal	\$210.00
Principal	\$200.00
Sr. Project Manager	\$180.00
Project Manager	\$165.00
Sr. Engineer	\$150.00
Engineer	\$140.00
Sr. Designer	\$140.00
Designer	\$128.00
Sr. CADD Operator	\$95.00
CADD Operator	\$90.00
Administration	\$75.00
Civil Engineer H&A	
Principal Civil Engineer	\$15.00
Project Manager	\$95.00
Engineering Associate	\$90.00
Project Designer	\$85.00
Land Surveyor	\$125.00
Survey Party Chief	\$85.00
Survey Technician	\$65.00
2-Man Field Survey Crew	\$170.00
3 Man Field Survey Crew	\$215.00
Survey Party Chief with Rover	\$110.00
Clerical	\$45.00
Landscape Architect KLA	
Principal L/S	\$140.00
Senior Project Manager	\$100.00
Job Captain	\$85.00
CAD Operator	\$60.00
Clerical	\$40.00
Cost Estimating CCC	
Principal Estimator	\$135.00
Clerical	\$50.00

END OF APPENDIX C

APPENDIX D - INSURANCE

This is an appendix attached to, and made a part of, the Professional Services Agreement dated **April 3, 2012** (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and Pacific Design Associates, Inc. (“**Bridging Architect**”), for the provision of professional services (“**Services**”).

1. Bridging Architect’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Bridging Architect shall furnish to County satisfactory proof that Bridging Architect has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to County and with an insurance carrier satisfactory to County, authorized to do business in California and rated by A. M. Best & Company A- or better, financial category size **VII** or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Bridging Architect for which Bridging Architect may be legally liable, whether performed by Bridging Architect, or by those employed directly or indirectly by it, or by anyone for whose acts Bridging Architect may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than One Million Dollars (\$1,000,000) general aggregate and One Million Dollars (\$1,000,000) each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) per disease and One Million Dollars (\$1,000,000) aggregate. Bridging Architect’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Bridging Architect is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than One Million Dollars (\$1,000,000) each claim, or (b) limits of not less than One Million Dollars (\$1,000,000) each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.

2. Insurance policies shall contain an endorsement containing the following terms:

2.1 Status of Stanislaus County as Additional Insured.

On Bridging Architect’s Commercial General Liability policy and Automobile Liability Policy, Stanislaus County, and its officers, directors, officials, agents, employees, and volunteers, shall be named 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 Bridging Architect, including the insured’s general supervision of its subcontractors; (b) services, products and completed operations of the Bridging Architect; (c) premises owned, occupied or used by the Bridging Architect; and (d) automobiles owned,

leased, hired or borrowed by the Bridging Architect. For Workers Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against Stanislaus County its officers, directors, officials, agents, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Bridging Architect.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.3 Written notice of cancellation of the policies shall be mailed to County thirty (30) days in advance of the effective date thereof.

2.4 Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount Bridging Architect shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.

2.6 Nothing herein contained shall be construed as limiting in any way the extent to which Bridging Architect or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.

2.7 If Bridging Architect fails to maintain any required insurance, County may take out such insurance, and deduct and retain amount of premium from any sums due Bridging Architect under this Agreement.

END OF APPENDIX D

Pacific Design Associates, Inc.
Stanislaus County Coroner / Public Administration, Video Visitation and Medical Records

ID	Task Name	Duration	Start	Finish	Predecessor	Mar 25, '12							Apr 15, '12			May 6, '12			Ma
						S	S	M	T	W	T	F	S	S	M				
1	Contract Award	0 days	Mon 3/26/12	Mon 3/26/12															
2	Initial Startup	6 days	Mon 3/26/12	Mon 4/2/12	1														
3	Board Approval of Contract	1 day	Tue 4/3/12	Tue 4/3/12	2														
4	Begin Bridging Contract	3 days	Mon 4/9/12	Wed 4/11/12	3														
5	Design Team Kickoff Meeting	2 days	Thu 4/12/12	Fri 4/13/12	4														
6	Survey Site	1 day	Mon 4/16/12	Mon 4/16/12	5														
7	Prep for Programming Verification	4 days	Tue 4/17/12	Fri 4/20/12	6														
8																			
9	Programming & Basis of Design	0 days	Fri 4/20/12	Fri 4/20/12	7														
10																			
11	Verify Programming VVisitation	1 day	Mon 4/23/12	Mon 4/23/12	9														
12	Verify Programming PAdmin	1 day	Tue 4/24/12	Tue 4/24/12	11														
13	Verify Programming Med. Rec	1 day	Wed 4/25/12	Wed 4/25/12	12														
14	Verify Programming Coroner	2 days	Wed 5/9/12	Thu 5/10/12	13														
15	Develop Site Survey Plan	5 days	Fri 5/11/12	Thu 5/17/12	14														
16																			
17	Prepare final space program areas	4 days	Fri 5/18/12	Wed 5/23/12	15														
18	Follow up conference to review detail space program	1 day	Thu 5/24/12	Thu 5/24/12	17														
19	Confirm Equipment data book	1 day	Fri 5/25/12	Fri 5/25/12	18														
20	Confirm room data sheets	5 days	Mon 5/28/12	Fri 6/1/12	19														
21	Confirm narrative & Basis of Design	3 days	Mon 6/4/12	Wed 6/6/12	20														
22																			
23	Schematic Design Phase	0 days	Wed 6/6/12	Wed 6/6/12	21														
24																			
25	Design Team Kickoff Meeting	1 day?	Thu 6/7/12	Thu 6/7/12	23														
26	Develop concept design options	10 days	Fri 6/8/12	Thu 6/21/12	25														
27	Submit SD Preliminary plans to County staff	2 days	Fri 6/22/12	Mon 6/25/12	26														
28	Review concept design options w/ County staff	1 day	Tue 6/26/12	Tue 6/26/12	27														
29	Schematic Design Plans	7 days	Wed 6/27/12	Thu 7/5/12	28														
30	Review SD Plans w/ County Staff	1 day	Fri 7/6/12	Fri 7/6/12	29														
31	Diagrammatic security plan	5 days	Mon 7/9/12	Fri 7/13/12	30														
32	Schematic design narrative	6 days	Mon 7/16/12	Mon 7/23/12	31														
33	Submit SD Plans to County staff	5 days	Tue 7/24/12	Mon 7/30/12	32														
34	Review SD Plans w/ County Staff	1 day	Tue 7/31/12	Tue 7/31/12	33														
35	Develop SD Cost Estimate	10 days	Wed 8/1/12	Tue 8/14/12	34														
36	Value Engineering Meeting SD Phase	1 day	Wed 8/15/12	Wed 8/15/12	35														
37	Modify SD Plans	8 days	Thu 8/16/12	Mon 8/27/12	36														
38	100% Submittal of SD plans	1 day	Tue 8/28/12	Tue 8/28/12	37														
39	Review & Approval of SD plans	5 days	Wed 8/29/12	Tue 9/4/12	38														
40	Board Approval of SD Plans	5 days	Wed 9/5/12	Tue 9/11/12	39														
41																			
42	Design Development Phase	0 days	Tue 9/11/12	Tue 9/11/12	40														
43																			
44	Forensic Lab Areas developed to 90% CDs	0 days	Tue 9/11/12	Tue 9/11/12	42														
45	Lab casework/plan/equipment work sessions	1 day	Wed 9/12/12	Wed 9/12/12	44														

Appendix E
Schedule

Project: St Co Coroners Schedule 1
Date: Tue 3/27/12

Task: Progress: Summary: External Tasks: Deadline:

Split: Milestone: Project Summary: External Milestone:

Pacific Design Associates, Inc.
Stanislaus County Coroner / Public Administration, Video Visitation and Medical Records

ID	Task Name	Duration	Start	Finish	Predece	Mar 25, '12					Apr 15, '12			May 6, '12			Ma
						S	S	M	T	W	T	F	S	S	M		
46	Develop CAD 1/4 scale lab casework/equipment plans	10 days	Thu 9/13/12	Wed 9/26/12	45												
47	Review Lab/Equipment w/ County staff	2 days	Thu 9/27/12	Fri 9/28/12	46												
48	Modify Layouts per comments	7 days	Mon 10/1/12	Tue 10/9/12	47												
49	Lab casework schedule	1 day	Wed 10/10/12	Wed 10/10/12	48												
50	Lab equipment schedule	3 days	Thu 10/11/12	Mon 10/15/12	49												
51	Sink Schedule	1 day	Tue 10/16/12	Tue 10/16/12	50												
52	Fume Hood Schedule	1 day	Wed 10/17/12	Wed 10/17/12	51												
53	Biohood Schedule	1 day	Thu 10/18/12	Thu 10/18/12	52												
54	Engineering Coordination Meeting	2 days	Fri 10/19/12	Mon 10/22/12	53												
55																	
56	Develop Lab DD's to 90% CDs & specifications	0 days	Tue 9/11/12	Tue 9/11/12	42												
57																	
58	Video Visitation Areas	0 days	Tue 9/11/12	Tue 9/11/12	56												
59	Video Visitation Layout - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	58												
60	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	59												
61	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	60												
62																	
63	Public Administration Areas	0 days	Tue 9/11/12	Tue 9/11/12	56												
64	Public Administration Layout - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	63												
65	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	64												
66	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	65												
67																	
68	Medical Records Areas	0 days	Tue 9/11/12	Tue 9/11/12	56												
69	Medical Records Area - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	68												
70	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	69												
71	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	70												
72																	
73	Finalize DD Plans - 50%	10 days	Wed 10/10/12	Tue 10/23/12	71,61,8												
74	Finalize DD Plans - 90%	11 days	Wed 10/24/12	Wed 11/7/12	73,54												
75																	
76	Review DD Plans w/ County staff	3 days	Thu 11/8/12	Mon 11/12/12	74												
77																	
78	Develop DD Cost Estimate	10 days	Wed 10/10/12	Tue 10/23/12	71												
79																	
80	Value Engineering Meeting DD Phase	1 day	Tue 11/13/12	Tue 11/13/12	76,78												
81																	
82	Modify DD Plans per comments	5 days	Wed 11/14/12	Tue 11/20/12	80												
83																	
84	100% submittal of DD Bridging Plans	1 day	Wed 11/21/12	Wed 11/21/12	82												
85																	
86	Board approval of DD Plans	5 days	Thu 11/22/12	Wed 11/28/12	84												
87																	
88	Bidding & Construction Phase - See DPhemister	30 days	Thu 11/29/12	Wed 1/9/13	86												
89	Bid Award	0 days	Wed 1/9/13	Wed 1/9/13	88												

Project: St Co Coroners Schedule 1
Date: Tue 3/27/12

Task
Split



Progress
Milestone



Summary
Project Summary



External Tasks
External Milestone



Deadline



Pacific Design Associates, Inc.
Stanislaus County Coroner / Public Administration, Video Visitation and Medical Records

ID	Task Name	Duration	Start	Finish	Predecessor	27, '12			Jun 17, '12			Jul 8, '12			Jul 29, '12		
						T	W		T	F	S	S	M	T	W	T	
1	Contract Award	0 days	Mon 3/26/12	Mon 3/26/12													
2	Initial Startup	6 days	Mon 3/26/12	Mon 4/2/12	1												
3	Board Approval of Contract	1 day	Tue 4/3/12	Tue 4/3/12	2												
4	Begin Bridging Contract	3 days	Mon 4/9/12	Wed 4/11/12	3												
5	Design Team Kickoff Meeting	2 days	Thu 4/12/12	Fri 4/13/12	4												
6	Survey Site	1 day	Mon 4/16/12	Mon 4/16/12	5												
7	Prep for Programming Verification	4 days	Tue 4/17/12	Fri 4/20/12	6												
8																	
9	Programming & Basis of Design	0 days	Fri 4/20/12	Fri 4/20/12	7												
10																	
11	Verify Programming V/visitation	1 day	Mon 4/23/12	Mon 4/23/12	9												
12	Verify Programming PAdmin	1 day	Tue 4/24/12	Tue 4/24/12	11												
13	Verify Programming Med. Rec	1 day	Wed 4/25/12	Wed 4/25/12	12												
14	Verify Programming Coroner	2 days	Wed 5/9/12	Thu 5/10/12	13												
15	Develop Site Survey Plan	5 days	Fri 5/11/12	Thu 5/17/12	14												
16																	
17	Prepare final space program areas	4 days	Fri 5/18/12	Wed 5/23/12	15												
18	Follow up conference to review detail space program	1 day	Thu 5/24/12	Thu 5/24/12	17												
19	Confirm Equipment data book	1 day	Fri 5/25/12	Fri 5/25/12	18												
20	Confirm room data sheets	5 days	Mon 5/28/12	Fri 6/1/12	19												
21	Confirm narrative & Basis of Design	3 days	Mon 6/4/12	Wed 6/6/12	20												
22																	
23	Schematic Design Phase	0 days	Wed 6/6/12	Wed 6/6/12	21												
24																	
25	Design Team Kickoff Meeting	1 day?	Thu 6/7/12	Thu 6/7/12	23												
26	Develop concept design options	10 days	Fri 6/8/12	Thu 6/21/12	25												
27	Submit SD Preliminary plans to County staff	2 days	Fri 6/22/12	Mon 6/25/12	26												
28	Review concept design options w/ County staff	1 day	Tue 6/26/12	Tue 6/26/12	27												
29	Schematic Design Plans	7 days	Wed 6/27/12	Thu 7/5/12	28												
30	Review SD Plans w/ County Staff	1 day	Fri 7/6/12	Fri 7/6/12	29												
31	Diagrammatic security plan	5 days	Mon 7/9/12	Fri 7/13/12	30												
32	Schematic design narrative	6 days	Mon 7/16/12	Mon 7/23/12	31												
33	Submit SD Plans to County staff	5 days	Tue 7/24/12	Mon 7/30/12	32												
34	Review SD Plans w/ County Staff	1 day	Tue 7/31/12	Tue 7/31/12	33												
35	Develop SD Cost Estimate	10 days	Wed 8/1/12	Tue 8/14/12	34												
36	Value Engineering Meeting SD Phase	1 day	Wed 8/15/12	Wed 8/15/12	35												
37	Modify SD Plans	8 days	Thu 8/16/12	Mon 8/27/12	36												
38	100% Submittal of SD plans	1 day	Tue 8/28/12	Tue 8/28/12	37												
39	Review & Approval of SD plans	5 days	Wed 8/29/12	Tue 9/4/12	38												
40	Board Approval of SD Plans	5 days	Wed 9/5/12	Tue 9/11/12	39												
41																	
42	Design Development Phase	0 days	Tue 9/11/12	Tue 9/11/12	40												
43																	
44	Forensic Lab Areas developed to 90% CDs	0 days	Tue 9/11/12	Tue 9/11/12	42												
45	Lab casework/plan/equipment work sessions	1 day	Wed 9/12/12	Wed 9/12/12	44												

Project: St Ca Coroners Schedule 1
Date: Tue 3/27/12

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

Pacific Design Associates, Inc.
Stanislaus County Coroner / Public Administration, Video Visitation and Medical Records

ID	Task Name	Duration	Start	Finish	Predecessor	Aug 19, '12			Sep 9, '12			Sep 30, '12			Oct 21, '12		
						F	S	S	M	T	W	T	F	S	S		
1	Contract Award	0 days	Mon 3/26/12	Mon 3/26/12													
2	Initial Startup	6 days	Mon 3/26/12	Mon 4/2/12	1												
3	Board Approval of Contract	1 day	Tue 4/3/12	Tue 4/3/12	2												
4	Begin Bridging Contract	3 days	Mon 4/9/12	Wed 4/11/12	3												
5	Design Team Kickoff Meeting	2 days	Thu 4/12/12	Fri 4/13/12	4												
6	Survey Site	1 day	Mon 4/16/12	Mon 4/16/12	5												
7	Prep for Programming Verification	4 days	Tue 4/17/12	Fri 4/20/12	6												
8																	
9	Programming & Basis of Design	0 days	Fri 4/20/12	Fri 4/20/12	7												
10																	
11	Verify Programming VVisitation	1 day	Mon 4/23/12	Mon 4/23/12	9												
12	Verify Programming PAdmin	1 day	Tue 4/24/12	Tue 4/24/12	11												
13	Verify Programming Med. Rec	1 day	Wed 4/25/12	Wed 4/25/12	12												
14	Verify Programming Coroner	2 days	Wed 5/9/12	Thu 5/10/12	13												
15	Develop Site Survey Plan	5 days	Fri 5/11/12	Thu 5/17/12	14												
16																	
17	Prepare final space program areas	4 days	Fri 5/18/12	Wed 5/23/12	15												
18	Follow up conference to rework detail space program	1 day	Thu 5/24/12	Thu 5/24/12	17												
19	Confirm Equipment data book	1 day	Fri 5/25/12	Fri 5/25/12	18												
20	Confirm room data sheets	5 days	Mon 5/28/12	Fri 6/1/12	19												
21	Confirm narrative & Basis of Design	3 days	Mon 6/4/12	Wed 6/6/12	20												
22																	
23	Schematic Design Phase	0 days	Wed 6/6/12	Wed 6/6/12	21												
24																	
25	Design Team Kickoff Meeting	1 day?	Thu 6/7/12	Thu 6/7/12	23												
26	Develop concept design options	10 days	Fri 6/8/12	Thu 6/21/12	25												
27	Submit SD Preliminary plans to County staff	2 days	Fri 6/22/12	Mon 6/25/12	26												
28	Review concept design options w/ County staff	1 day	Tue 6/26/12	Tue 6/26/12	27												
29	Schematic Design Plans	7 days	Wed 6/27/12	Thu 7/5/12	28												
30	Review SD Plans w/ County Staff	1 day	Fri 7/6/12	Fri 7/6/12	29												
31	Diagrammatic security plan	5 days	Mon 7/9/12	Fri 7/13/12	30												
32	Schematic design narrative	6 days	Mon 7/16/12	Mon 7/23/12	31												
33	Submit SD Plans to County staff	5 days	Tue 7/24/12	Mon 7/30/12	32												
34	Review SD Plans w/ County Staff	1 day	Tue 7/31/12	Tue 7/31/12	33												
35	Develop SD Cost Estimate	10 days	Wed 8/1/12	Tue 8/14/12	34												
36	Value Engineering Meeting SD Phase	1 day	Wed 8/15/12	Wed 8/15/12	35												
37	Modify SD Plans	8 days	Thu 8/16/12	Mon 8/27/12	36												
38	100% Submittal of SD plans	1 day	Tue 8/28/12	Tue 8/28/12	37												
39	Review & Approval of SD plans	5 days	Wed 8/29/12	Tue 9/4/12	38												
40	Board Approval of SD Plans	5 days	Wed 9/5/12	Tue 9/11/12	39												
41																	
42	Design Development Phase	0 days	Tue 9/11/12	Tue 9/11/12	40												
43																	
44	Forensic Lab Areas developed to 90% CDs	0 days	Tue 9/11/12	Tue 9/11/12	42												
45	Lab casework/plan/equipment work sessions	1 day	Wed 9/12/12	Wed 9/12/12	44												










Project: St Co Coroners Schedule 1
Date: Tue 3/27/12

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

Pacific Design Associates, Inc.
Stanislaus County Coroner / Public Administration, Video Visitation and Medical Records

ID	Task Name	Duration	Start	Finish	Predecessor	Aug 19, '12			Sep 9, '12			Sep 30, '12			Oct 21, '12	
						F	S	S	M	T	W	T	F	S	S	
46	Develop CAD 1/4 scale lab casework/equipment plans	10 days	Thu 9/13/12	Wed 9/26/12	45											
47	Review Lab/Equipment w/ County staff	2 days	Thu 9/27/12	Fri 9/28/12	46											
48	Modify Layouts per comments	7 days	Mon 10/1/12	Tue 10/9/12	47											
49	Lab casework schedule	1 day	Wed 10/10/12	Wed 10/10/12	48											
50	Lab equipment schedule	3 days	Thu 10/11/12	Mon 10/15/12	49											
51	Sink Schedule	1 day	Tue 10/16/12	Tue 10/16/12	50											
52	Fume Hood Schedule	1 day	Wed 10/17/12	Wed 10/17/12	51											
53	Biohood Schedule	1 day	Thu 10/18/12	Thu 10/18/12	52											
54	Engineering Coordination Meeting	2 days	Fri 10/19/12	Mon 10/22/12	53											
55																
56	Develop Lab DD's to 90% CDs & specifications	0 days	Tue 9/11/12	Tue 9/11/12	42											
57																
58	Video Visitation Areas	0 days	Tue 9/11/12	Tue 9/11/12	56											
59	Video Visitation Layout - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	58											
60	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	59											
61	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	60											
62																
63	Public Administration Areas	0 days	Tue 9/11/12	Tue 9/11/12	56											
64	Public Administration Layout - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	63											
65	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	64											
66	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	65											
67																
68	Medical Records Areas	0 days	Tue 9/11/12	Tue 9/11/12	56											
69	Medical Records Area - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	68											
70	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	69											
71	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	70											
72																
73	Finalize DD Plans - 50%	10 days	Wed 10/10/12	Tue 10/23/12	71,81,61											
74	Finalize DD Plans - 90%	11 days	Wed 10/24/12	Wed 11/7/12	73,54											
75																
76	Review DD Plans w/ County staff	3 days	Thu 11/8/12	Mon 11/12/12	74											
77																
78	Develop DD Cost Estimate	10 days	Wed 10/10/12	Tue 10/23/12	71											
79																
80	Value Engineering Meeting DD Phase	1 day	Tue 11/13/12	Tue 11/13/12	76,78											
81																
82	Modify DD Plans per comments	5 days	Wed 11/14/12	Tue 11/20/12	80											
83																
84	100% submittal of DD Bridging Plans	1 day	Wed 11/21/12	Wed 11/21/12	82											
85																
86	Board approval of DD Plans	5 days	Thu 11/22/12	Wed 11/28/12	84											
87																
88	Bidding & Construction Phase - See DPhemister	30 days	Thu 11/29/12	Wed 1/9/13	86											
89	Bid Award	0 days	Wed 1/9/13	Wed 1/9/13	88											

Project: St Co Coroners Schedule 1
Date: Tue 3/27/12

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

Pacific Design Associates, Inc.
Stanislaus County Coroner / Public Administration, Video Visitation and Medical Records

ID	Task Name	Duration	Start	Finish	Preced	Nov 11, '12			Dec 2, '12			Dec 23, '12			Jan 13, '13		
						M	T	W	T	F	S	S	M	T	W		
46	Develop CAD 1/4 scale lab casework/equipment plans	10 days	Thu 9/13/12	Wed 9/26/12	45												
47	Review Lab/Equipment w/ County staff	2 days	Thu 9/27/12	Fri 9/28/12	46												
48	Modify Layouts per comments	7 days	Mon 10/1/12	Tue 10/9/12	47												
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52	Fume Hood Schedule	1 day	Wed 10/17/12	Wed 10/17/12	51												
53	Blohood Schedule	1 day	Thu 10/18/12	Thu 10/18/12	52												
54	Engineering Coordination Meeting	2 days	Fri 10/19/12	Mon 10/22/12	53												
55																	
56	Develop Lab DD's to 90% CDs & specifications	0 days	Tue 9/11/12	Tue 9/11/12	42												
57																	
58	Video Visitation Areas	0 days	Tue 9/11/12	Tue 9/11/12	56												
59	Video Visitation Layout - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	58												
60	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	59												
61	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	60												
62																	
63	Public Administration Areas	0 days	Tue 9/11/12	Tue 9/11/12	56												
64	Public Administration Layout - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	63												
65	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	64												
66	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	65												
67																	
68	Medical Records Areas	0 days	Tue 9/11/12	Tue 9/11/12	56												
69	Medical Records Area - 1/4 scale CAD	12 days	Wed 9/12/12	Thu 9/27/12	68												
70	Review Layouts w/ County staff	2 days	Fri 9/28/12	Mon 10/1/12	69												
71	Modify Layouts per comments	6 days	Tue 10/2/12	Tue 10/9/12	70												
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80	Value Engineering Meeting DD Phase	1 day	Tue 11/13/12	Tue 11/13/12	76,78												
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87																	
88	Bidding & Construction Phase - See DPhemister	30 days	Thu 11/29/12	Wed 1/9/13	86												
89	Bld Award	0 days	Wed 1/9/13	Wed 1/9/13	88												

Project: St Co Coroners Schedule 1
Date: Tue 3/27/12

Task Progress Summary External Tasks Deadline

Split Milestone Project Summary External Milestone

APPENDIX F - DRAFT PROJECT BUDGET

	DESCRIPTION	ABATEMENT AND DEMOLITION	CORONER Video Visitation Medical Records
	Services & Supplies		
5000	Salaries and Wages		\$ -
	Subtotal Salaries and wages		\$ -
62400	Owner Contingency		\$ 78,588.52
62600	Office Supplies		\$ 7,125.00
62630	Outside Printing Services		\$ 15,000.00
62730	Postage		\$ 137.00
63000	Professional & Special Services		\$ -
63090	Accounting, & Finance		\$ -
63110	Outside Auditing		\$ -
63120	Programming		\$ -
63256	Contracts - Consultants		\$ -
63400	Engineering Services		\$ -
63430	Other Design Consultants (Acoustics, Lighting, etc		\$ -
63500	Security Services		\$ -
63640	Legal Fees		\$ 15,000.00
64100	Abatement & Demo Consultant	\$ 40,000.00	\$ -
64150	Code Required Testing Firms		\$ 18,870.74
64200	Moving / Relocation Expenses		\$ -
64210	Inspectors		\$ 37,741.48
64220	Arch & Engr Fees		\$ 396,285.58
64600	Construction Manager		\$ 178,312.42
64631	Geotechnical Services		\$ 1,500.00
64720	Consulting Services		\$ -
65000	Publications & Legal Notices		\$ 7,500.00
65300	Rents & Leases		\$ -
65920	Meeting Allowance		\$ -
66020	Environmental Impact Reports		\$ -
66040	Abatement & Demolition		\$ -
66210	Building Permits		\$ 10,000.00
67040	Other Travel Expenses		\$ -
67200	Infrastructure (Streets & Traffic, Utility Service)		\$ 42,000.00
67230	Utility Connections (Fees Charged by Utility Companies)		\$ 50,000.00
	Subtotal Services And Supplies	\$ 40,000.00	\$ 858,060.75
73511	Govt Fund Bill Auditor		\$ 1,425.00
73512	Govt Fund Bill Purchasing		\$ 2,375.00
73580	PW Engineering Services		\$ -
74020	Long Distance Calls		\$ -
74030	Non Systems Charges		\$ -
74080	Central Services Printing		\$ -
74090	Quick Copy Services		\$ 475.00
74100	Mail Room Postage Meter		\$ 119.00

	DESCRIPTION	ABATEMENT AND DEMOLITION	CORONER Video Visitation Medical Records
74110	Mail Room Services		\$ 119.00
74130	Data Processing Services		\$ -
74190	Pickup & Delivery		\$ 475.00
74370	Stores Office Supplies		\$ 1,425.00
74790	Centrex Calls Costing		\$ -
	Subtotal	\$ -	\$ 6,413.00
	Structures and Improvements		
80000	Land Costs		\$ -
80020	Site Clearing & Preparation		\$ -
80300	Emergency Power		\$ -
80310	Construction		\$ 3,413,294.00
80311	Abatement and Demolition	\$ 200,000.00	\$ -
80312	Sitework		\$ -
80315	Surveys		\$ -
80315	Surveys & Investigations		\$ 5,000.00
80355	Signage & Graphics		\$ 12,750.00
80570	Design & Construction Contingency	\$ 20,000.00	\$ 343,104.40
80610	Data & Communication		\$ -
80670	Art In Public Places		\$ -
81000	Equipment		\$ -
82130	Office Equipment		\$ -
82570	Computer Equipment		\$ -
83990	Alarm / Security Systems		\$ -
84191	Fences		\$ -
	Subtotal Structures and Improvements	\$ 220,000.00	\$ 3,774,148.40
	Land Acquisition		
	Site Selection		\$ -
	Real Estate Assessment & Legal Fees	\$ -	\$ -
	Subtotal Land Acquisition		\$ -
	TOTAL EXPENDITURES	\$ 260,000.00	\$ 4,638,622.15

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and **TEECOM** ("Consultant"), on July 3, 2012.

Introduction

WHEREAS, the County has a need for professional services relating to the **Equipment and Software Systems Engineering** for the **Stanislaus County Adult Detention Video Visitation System**; 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 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, provided that any use of such work for any purposes other than those provided in this Agreement shall be without risk or liability to Consultant.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit B (Schedule)**.

1.4 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 warrants 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 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 The Consultant shall be compensated on a **LUMP SUM basis in the Amount of Twenty-Four Thousand Eight Hundred Dollars (\$24,800)** for Basic Services, and on a **NOT TO EXCEED basis in the Amount of Five Hundred Dollars (\$500)** for Reimbursable Expenses as provided in **Exhibit C (Compensation)** attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to or receive

from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, 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 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 County shall pay in full within 30 days of the date each invoice is approved by 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.

2.4 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 of this Agreement shall be from the date of this Agreement until completion of the agreed-upon services unless sooner terminated as provided below.

3.2 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 County may terminate this Agreement upon 15 days prior written notice. Termination of this Agreement shall not affect County's obligation to pay for all fees earned and reasonable costs necessarily incurred by Consultant, subject to any applicable setoffs.

3.4 At the option of 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 **Teresa Abrahamsohn** as Project Manager. Owner hereby designates **Patricia Hill Thomas** as Project Manager. 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 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 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 Consultant's work under this Agreement.

7.1.3 **Automobile Liability Insurance**. If Consultant or 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**.

7.1.4 **Workers' Compensation Insurance**. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, Consultant certifies under section 1861 of the Labor Code that 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 Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 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 retentions 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 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming Stanislaus County, its officers, directors, officials, agents, employees, and volunteers 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 Stanislaus County, its officers, directors, officials, agents, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 The Consultant's insurance coverage shall be primary insurance regarding Stanislaus County, its officers, directors, officials, agents, employees, and volunteers. 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 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Stanislaus County, its officers, directors, officials, agents, employees, and volunteers.

7.6 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.

7.7 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.

7.8 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.

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

7.10 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.

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

8. Indemnification

8.1 Indemnification: To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless Stanislaus County, its officers, directors, officials, agents employees, and volunteers (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify and Indemnatee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnatee but shall apply to all other Liabilities.

8.2 Duty to Defend: Consultant shall defend, indemnify and hold harmless the Indemnitees from all loss, cost damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, 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 Owner, or any of the other Indemnitees of articles or Services to be supplied in the performance of this Agreement.

8.3 Owner shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. Owner shall also include a provision in the construction contract with the general contractor on the Project requiring the general contractor to name Consultant as an additional insured on its Comprehensive General Liability insurance coverage. If the Consultant has the opportunity to review the construction contract prior to bidding, the risk of an inadvertent omission of such provisions is on Consultant.

8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of Owner and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.5 Owner acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the [any] Project site is outside of Consultant's responsibilities and expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. Owner shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall be responsible to coordinate with Owner's expert consultant.

8.6 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.

8.7 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement do 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.

9. Status of Consultant

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

10. Records and Audit

10.1 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.

10.2 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.

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

To Consultant: **TEECOM**
1333 Broadway, Suite 601
Oakland, CA 94612
(510) 337-2800 (phone)
(510) 337-2804 (fax)

15. 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.

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, including but not limited to the "Terms and Conditions" and proposed Professional Services Agreement dated May 25, 2012 submitted by Consultant to County. This Agreement 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.

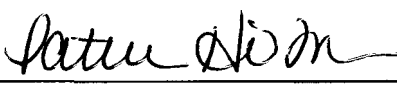
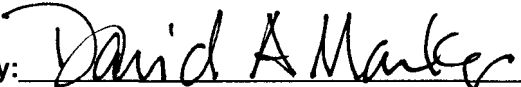
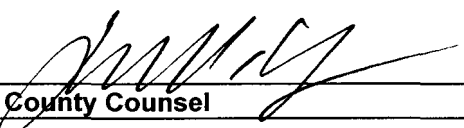
COUNTY OF STANISLAUS By: <u></u> "County"	TEECOM By: <u></u> "Consultant"
APPROVED AS TO FORM: By: <u></u> County Counsel	

EXHIBIT A SCOPE OF WORK

Consultant shall provide the following professional services to County for the Adult Detention Video Visitation System:

I. BASIC SERVICES

Programming Phase

1. Conduct one meeting with the County project team to establish project goals, working relationships, project scheduling, discuss overall adult detention facilities functions, video visitation, and code requirements.
2. Develop program parameters to guide in the selection of the optimum vendor. Include with the parameters options in terms of functionality, future growth, and additional features.
3. Review floor plans of existing County detention facilities to determine available space or reconfiguration of existing spaces for inmate visitation stations.
4. Conduct phone interviews (via GoToMeeting) with County representatives to understand unique requirements for each detention facility.
5. Review the Coroner's Center visitation space and provide recommendations for implementation and installation. Coordinate the space requirements for the Coroner Relocation Project with County Representative.
6. Define and document video visitation design criteria for the project including:
 - a. Space requirements related to both inmate and visitor locations
 - b. Requirements for monitoring location(s)
 - c. Operational guidelines based on County's policies and procedures.
 - d. Infrastructure requirements
 - e. Architectural recommendations for future housing units
 - f. Video Visitation System block diagram
7. Prepare a preliminary Opinion of Probable Construction Cost for the video visitation system.
8. Submit an electronic copy of the Program documents (recommendations, system block diagram, and preliminary opinion of probable construction cost) to the County project team for review.
9. Participate in one meeting in Modesto, CA with the County project team to review video visitation program criteria.
10. Finalize the video visitation program criteria to reflect any revisions resulting from the review meeting.
11. Submit an electronic copy of the Program documents to the project team for final approval and authorization to proceed with the Manufacturer's Demonstration/Evaluation Phase.

Manufacturer's Demonstration/Evaluation Phase

1. Provide technical assistance to County staff as they prepare a Request for Qualification and advertise nationwide for qualification from firms interested in providing the video visitation system.
2. Assist County Staff in reviewing the qualification and selecting firms that demonstrate the ability to furnish a video visitation system that meets the needs of the County.

3. Assist County Staff with interviewing the qualified firms. During the interview, County will ask the firms to demonstrate their systems. Consultant to provide expert opinion and evaluation of firm in selection process.

II. ADDITIONAL SERVICES

County may request Consultant to provide these additional services, not included the Basic Services, with additional Compensation as detail in the Agreement and at costs subject to hourly billing described hereto as Exhibit C:

1. Redesign for reasons not the fault of Consultant, including the following:
 - a. Changes in project scope or Owner's requirements following approval of this Agreement.
2. Use of County generated (non-TEECOM) CAD standards for drawing production.
3. Design services to provide deductive alternate or additive alternate bid items.
4. Structural analysis or structural design of equipment mounting and support systems.
5. Life cycle cost analyses.
6. Additional meetings or site visits beyond the quantities listed under Basic Services.
7. Project management services, including:
 - a. Managing the bidding and/or negotiation process beyond the agreed upon services detailed in the Manufacturer's Demonstration Evaluation Phase.
 - b. Planning and/or managing systems migration and move coordination.
 - c. Coordinating the migration or deployment of software applications.

TERESA ABRAHAMSOHN
CPP CDT SPHR-CA
Principal

TOTAL YEARS OF EXPERIENCE
24

EDUCATION
B.S., Electrical Engineering,
Brown University
MBA, Management
University of San Francisco

CERTIFICATION
Certified Protection Professional
(CPP)
Construction Document Technol-
ogy Certification (CDT)

ASSOCIATIONS
ASIS
Construction Specification
Institute

A multi-faceted educational background in both engineering and management, combined with 24 years in the security systems industry, make Teresa an extremely valuable member of TEECOM's security systems engineering team. Prior to joining TEECOM, she spent over a decade working for a prominent security systems integrator, working her way from a starting position of apprentice installer to her ultimate role as Engineering Manager/Systems Engineer. As a result, Teresa has an unusually well rounded understanding of every level of security systems design, installation, and project management. Being a principal for TEECOM, Teresa goes beyond the scope of security systems and provides overall leadership across all disciplines within the firm.

SELECT PROJECT EXPERIENCE

California Academy of Sciences
San Francisco, CA

Moscone Convention Center, West
San Francisco, CA

GAP Headquarters
San Francisco, CA

Health and Human Services Data Center
Sacramento, CA

UCSF Mission Bay Genetech Hall
San Francisco, CA

University of Nevada Reno Knowledge Center
Reno, NV

SCVMC Specialty Center
San Jose, CA

RADY Children's Hospital
San Diego, CA

Port of Vallejo Ferry Security Enhancements
Vallejo, CA

Oakland International Airport Taxiway B
Oakland, CA



Jeff Smith
CPP CDT
Lead Security Engineer

TOTAL YEARS OF EXPERIENCE
30+

EDUCATION & TRAINING
Business Administration Program
Forest Park Community College

Electronic Technician Diploma
De Vry Institute of Technology

REGISTRATIONS & CERTIFICATIONS

Certified Protection Professional (CPP)
Construction Document Technology Certification (CDT)
Chemical-Terrorism Vulnerability Information Certification (CFATS)
Texas Department of Public Safety Licensed Company Security Supervisor

PROFESSIONAL AFFILIATIONS

American Society of Industrial Security
Construction Specification Institute

With over 30+ years in the planning and design of complex low voltage systems, Jeff contributes a highly developed level of experience, specializing in healthcare, commercial, and public safety projects. He has worked with all aspects of security systems, including access control, alarm monitoring, CCTV, definition control and intrusion detection. Jeff previously worked at several large security firms, where he designed, project managed, and commissioned low-voltage systems for large projects in a wide variety of industry sectors.

SELECT PROJECT EXPERIENCE

Calexico Border Station
Calexico California

Elmwood Correctional Facility - East Gate
Milpitas, CA

Sacramento Main Courthouse
Sacramento, CA

Snohomish County Jail
Everett, WA

Warren Thornton Juvenile Detention Center
Sacramento, CA

Sacramento County Lock & Door Project
Sacramento, CA

AOC Hollister Courthouse
Hollister, CA

AOC Kings County Courthouse
Hanford, CA

Stanislaus State Superior Court
Stanislaus, CA

Sacramento Juvenile Courthouse & Visitor Center
Sacramento, CA

Stanislaus County Jail Downtown Jail
Stanislaus, CA

Highland Hospital
Oakland, CA



Arnel Avila
PE CTS CDT
Lead Audiovisual Engineer

TOTAL YEARS OF EXPERIENCE
6

EDUCATION & TRAINING
B.S., Mechanical Engineering
Cal Poly, San Luis Obispo

REGISTRATIONS &
CERTIFICATIONS
Registered Electrical Engineer,
California E18352
Registered Electrical Engineer,
Texas E105641
Registered Electrical Engineer,
Oklahoma E25359
Construction Documents
Technologist (CDT)
Certified Technology Specialist
(CTS)

Arnel brings a background in mechanical engineering to TEECOM. He began his career as a systems engineer for a local BMS integrator where he designed controls for mechanical, electrical, and plumbing systems to provide an overall building energy management system. As buildings strive to become more 'green', these systems interface with security and audiovisual systems more than ever. This gives Arnel the knowledge to think of these systems outside their traditional use.

SELECT PROJECT EXPERIENCE

AOC Porterville Courthouse
Porterville, CA

AOC Mammoth Lakes Courthouse
Mammoth Lakes, CA

South Placer Justice Center
South Placer, CA

CalPERS Headquarters
Sacramento, CA

Lincoln City Hall
Lincoln, CA

Snohomish City Public Works Maintenance Center
Everett, WA

Madera County Government Center
Madera, CA

Cal Academy of Sciences
San Francisco, CA

Palo Alto Medical Foundation
Palo Alto, CA

San Diego Children's Hospital
San Diego, CA



Andrew Gonzales

PE

Security Engineer

TOTAL YEARS OF EXPERIENCE
4

EDUCATION & TRAINING
Bachelor of Science in Electrical
Engineering
San Jose State University

REGISTRATIONS &
CERTIFICATIONS
Professional Engineer License #
E 19473

Andrew Gonzales brings a multi-faceted background in the A/E/C Industry to TEECOM. Prior to joining the TEECOM team, he worked at a construction consulting firm that specialized in work as expert witnesses. At TEECOM, he has spent the past 4 years becoming an expert in security systems, working closely with the senior staff to design and oversee the design and construction of diverse systems.

Andrew Gonzales brings a multi-faceted background in the A/E/C Industry to TEECOM. Prior to joining the TEECOM team, he worked at a construction consulting firm that specialized in work as expert witnesses. At TEECOM, he has spent the past 4 years becoming an expert in security systems, working closely with the senior staff to design and oversee the design and construction of diverse systems.

SELECT PROJECT EXPERIENCE

AOC Hollister Courthouse
Hollister, CA

AOC Mammoth Lakes Courthouse
Mammoth Lakes, CA

AOC South Monterey Courthouse
South Monterey, CA

AOC Porterville Courthouse
Porterville, CA

Emeryville Police Department Remodel Project
Emeryville, CA

Santa Clara Court Judges Parking
Santa Clara, CA

GSA 50 UN Plaza
San Francisco, CA

Highland Hospital
Oakland, CA

San Francisco General Hospital
San Francisco, CA

Parkland Hospital
Dallas, Texas



Scott Anderson

Security Systems Designer

TOTAL YEARS OF EXPERIENCE

5+

EDUCATION & TRAINING
B.S., Engineering
Cal Poly, San Luis Obispo

REGISTRATIONS &
CERTIFICATIONS
Certified Engineer in Training
(E.I.T.), State of California

Scott is a project engineer on the TEECOM Security team. Before working at TEECOM as a full-time employee, Scott interned at Rex Moore, a Sacramento-based electrical contractor and engineering firm. He then went on the intern at TEECOM and became a full-time employee shortly after. Scott brings an extensive knowledge of Auto-CAD and a high level of customer experience to the Security Team, and has project managed numerous projects.

SELECT PROJECT EXPERIENCE

Palomar & Pomerado Health - Palomar West Hospital
Escondido and Poway, CA

Swedish Medical Center
Issaquah, WA

Santa Clara Valley Health and Hospital Systems (SCVHHS) - Bed Building
San Jose, CA

SCVHHS - Fair Oaks Clinic
Fair Oaks, CA

SCVHHS - Valley Specialty Clinic
San Jose, CA

SCVHHS - Gilroy Clinic
Gilroy, CA

SCVHHS - Milpitas Clinic
Milpitas, CA

St. Joseph's Health System - Queen of the Valley Medical Center
Acute Care Building
Napa, CA

University of Reno, Nevada - Center for Molecular Medicine
Reno, NV

Glendale Adventist Medical Center Acute Towers
Glendale, CA



END OF EXHIBIT A

EXHIBIT B
SCHEDULE

Item	Consultant Action	Date Expected
1	Initial Project Scoping Meeting with County Staff	May 2012
2	Commence Parameter Scoping Needs Analysis	June 2012 (3 week process)
3	Collect Drawings and Begin Floor Plan Review	1 week after receipt of Notice to Proceed. (Process dependent on timely delivery by Coroner's project construction drawings)
4	Conduct Phone Interviews with County Staff	1 week from completion of drawing review (item 3)
5	Complete Coroners Visitation Evaluation	3 weeks from receipt of drawings (item 3)
6	Provide Draft Design Criteria for VVS to County	3 weeks from completion of VVS evaluation (item 5)
7	Establish Draft Opinion of Probable Construction Cost for VVS	6 weeks from issuance of Notice to Proceed/Contract delivery.
8	Consultant Meeting with County Staff in Modesto, CA to review design criteria process	Dependent on when County has completed review (Allow 1 week)
9	Finalize VVS program criteria after County input	2 weeks from date of consultants Meeting with County Staff in Modesto (item 8)
10	Submit final electronic program criteria documents	2 weeks from date of consultants Meeting with County Staff in Modesto (item 8)
11	County prepares Request for Qualification with input from Consultant	4 weeks from final draft submission (item 10) Consultant to provide input in less than 3 days (36 hours) from time documents supplied.
12	Assist County staff in evaluation of respondents to RFQ for the needs of the County	6 weeks from County RFQ issue date
13	Assist County staff in interviews of qualified firms	8 weeks from County RFQ issue date

END OF EXHIBIT B

EXHIBIT C

COMPENSATION

This is an exhibit attached to, and made a part of, the Professional Services Agreement dated _____ (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and TEECOM (“**Consultant**”), for the provision of professional services (“**Services**”).

1. **COMPENSATION TO THE CONSULTANT.** The total compensation by the County to the Consultant for work performed under this agreement including all labor and other direct costs (ODC's) shall not exceed Twenty-Five Thousand Three Hundred Dollars (\$25,300), unless amended by the County. The County expressly reserves the right to deny any payment or reimbursement requested by the Consultant which is in excess of the contract limit, unless such payment is approved by the County as an Additional Service, as set forth below. The total compensation to the Consultant shall not exceed the following for each phase:

1.1 Programming Phase	\$ 15,900
1.2 Manufacturer's Demonstration and Evaluation Phase	\$ 8,900
1.3 Reimbursable Expenses	\$ 500
TOTAL NOT TO EXCEED	\$ 25,300

2. **PAYMENT:**

- 2.1 For work completed and upon submittal of monthly invoice statements in duplicate, the County shall pay the Consultant for services rendered in an amount not to exceed the phase totals set forth in Section 1.
- 2.2 Invoices shall be submitted for progress payment not more than once each month unless otherwise approved by the County. Progress payments shall be based on the percentage of services completed through the end of the billing period.
- 2.3 When submitting invoices, Consultant shall provide an updated schedule that will be the basis of payment and that will certify that the percentages claimed are true and accurate representations of Consultant's progress to date, and that notwithstanding such percentages or the payment therefore, Consultant remains fully responsible for satisfactorily completing all Services. County may adjust any progress payment so that it corresponds with the percentage of completion as determined by County. Adjustment of any progress payment will be reasonably negotiated with Consultant.
- 2.4 Consultant shall provide copies of all Subconsultant Agreements to County as the Agreements are finalized and executed between the Consultant and Consultant.
- 2.5 Consultant and/or its Subconsultants shall not provide services to the Construction Contractor or any Subcontractor under separate agreement for any part of this Project.
3. **NOTICE TO PROCEED.** The Consultant shall not commence work until a Notice to Proceed is issued by the County. The County has no obligation to issue Notices to Proceed for all phases. If the project is delayed or suspended for a phase beyond 30 days, termination may be mutually agreed to by the parties.
4. This agreement shall not be considered as giving exclusive authority to the Consultant for performing all services pertaining to the design and/or construction of the project. The County may perform or may not perform, or have this work herein performed by others.
5. Prior to release of retention and/or final payment pursuant to this Agreement, or prior to settlement upon

termination of this Agreement, and as a condition precedent thereof, Consultant shall execute and deliver to Owner a Conditional Release of all Fee Claims arising pursuant to or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted from the operation of the Release for reasons and in amounts set forth therein.

6. For purposes of changes in services, hourly rates will be submitted for approval for each staff member of the Consultant, and the Consultant's Subconsultant's with a resume that justifies the level of proposed rates. These rates will apply to base and extra services. The County has the right if it deems necessary to audit the actual records. Rates will be based on salary, a reasonable audited overhead rate, and a profit of no more than 10%. (Note: Marketing will not be included in the overhead.)

<u>Consultant</u>	<u>Rate</u>
Principal – Teresa Abrahamsohn	\$275
Associate Principal – Jeff Smith	\$234
Sr. Associate	\$230
Associate	\$210
Sr. Design Engineer – Arnel Avila	\$190
Design Engineer – Andrew Gonzales, Scott Anderson	\$147
Designer – Brian Kellmann	\$118
Mileage	Rate is to be per the County's approved mileage rate at the time of travel (currently the rate is \$0.555 per mile)
Reimbursable Expenses	Materials

END OF EXHIBIT C