

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-10

Urgent

Routine

AGENDA DATE March 26, 2013

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Professional Services Agreement to Aetypic, Inc., for the Design Phase of the Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning (HVAC) Replacement Project and Related Actions to Initiate Design and Related Budget Actions

STAFF RECOMMENDATIONS:

1. Authorize the Project Manager to award a Professional Services Agreement for professional architectural bridging design services to Aetypic, Inc. of San Francisco, California for bridging documents for the design-build construction of the replacement of the roof and heating, ventilation and air conditioning (HVAC) system at the Juvenile Justice Center located at 2215 Blue Gum Avenue, Modesto, California 95358 for the lump sum amount of \$180,000; and also authorize the Project Manager, at the County's sole discretion, to amend the Professional Services Agreement with Aetypic, Inc. to use the design-bid-build delivery system methodology, for the lump sum amount of \$250,000 if beneficial to the project delivery.

Continued on Page 2

FISCAL IMPACT:

In the 2012-2013 Adopted Final Budget, the Board of Supervisors authorized \$4.1 million of General Fund fund balance in the Chief Executive Office County Facilities budget for this project. Located at the Juvenile Justice Center at 2215 Blue Gum Avenue in Modesto, the original Juvenile Hall Detention Facility was constructed in 1976 and the Probation Administration Office was added on in 1978. Housing unit expansions were completed in 2000 and 2002.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2013-128

On motion of Supervisor Withdraw, Seconded by Supervisor Monteith
and approved by the following vote,

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

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.

Approval to Award a Professional Services Agreement to Aetypic, Inc. for the Design Phase of the Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning (HVAC) Replacement Project and Related Actions to Initiate Design and Related Budget Actions

Page 2

STAFF RECOMMENDATIONS (Continued):

2. Authorize the Project Manager to issue a Notice to Proceed to Aetypic, Inc., contingent upon receipt of executed contracts and proper certificates of insurance.
3. Direct the Auditor-Controller to transfer appropriations in the amount of \$4,100,000 from the CEO County Facilities budget to the Juvenile Justice Center Roofing and HVAC Project Budget established by the Board of Supervisors on November 13, 2012.
4. Authorize the Project Manager to negotiate and sign contracts, work authorizations and purchase orders necessary for the Project as long as they are within the Project Budget.

FISCAL IMPACT: (Continued)

The roof of the Juvenile Hall Detention Facility is constructed of built up asphalt that has exceeded its life expectancy and has required extensive maintenance. The heating, ventilation and air conditioning (HVAC) system is outdated and energy inefficient requiring repeated upkeep and maintenance. The existing HVAC is in failing condition and many replacement component parts are no longer available. The approved project concept will include the replacement of inefficient rooftop air handlers with new self-contained rooftop air cooled packaged HVAC units. Improvements will include the elimination of the HVAC central plant and replacement of the HVAC management control system. The Juvenile Hall Detention Facility roof and additional portions of the Probation Administration Office roofing field will be upgraded and repaired.

The Adopted Final Budget approved by the Board of Supervisors on September 11, 2012 included one-time funding of \$4.1 million in the Chief Executive Office County Facilities budget for this critical roofing and HVAC repair and replacement. It is recommended that \$4.1 million in appropriations be transferred from the County Facilities budget to the Juvenile Justice Center Roofing and HVAC Project budget, as approved by the Board of Supervisors on November 13, 2012 and outlined in the sources and uses chart below:

Approval to Award a Professional Services Agreement to Aetypic, Inc. for the Design Phase of the Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning (HVAC) Replacement Project and Related Actions to Initiate Design and Related Budget Actions

Page 3

Juvenile Justice Center Roofing and HVAC Sources	Amount
Chief Executive Office - County Facilities	\$4,100,000
Total	\$4,100,000

Juvenile Justice Center Roofing and HVAC Uses	Amount
Salaries and Wages (Administration, Construction Mgmt.)	\$72,925
Architectural and Engineering	\$180,150
Inspections, Legal, Supplies, Publications	\$134,435
Cost Applied Charges (Building Maintenance Fund)	\$109,490
Design-Build Construction Contract Including Contingency	\$3,603,000
Total	\$4,100,000

At this time, the Project Manager is returning to the Board of Supervisors to recommend approval of a Professional Services Agreement with Aetypic, Inc. of San Francisco, California to perform architectural and engineering services through the bridging design phase for the Project in the amount of \$180,000. Further, it may be essential and beneficial to the County to control costs and expedite the project, during the design process for the Project Manager to amend the approach from design-build to design-bid-build due to the specificity of this type of Project. A change in project delivery to a design-bid-build approach will require an increased scope of services from Aetypic, Inc. to provide bid-ready construction documents and therefore the Project Manager is seeking authority to negotiate, approve and execute an Amendment to the Professional Services Agreement, which is being considered by the Board today, and to increase compensation accordingly for these additional services. Funds are available in the approved project budget to proceed with the more comprehensive design approach. The total cost for Aetypic, Inc. would change from \$180,000 to \$250,000. Should the County proceed with this approach, these design funds would simply be removed from the design-build budget. Thus, the total net design cost to the County would remain the same. Appropriations from the approved Project Budget through the design phase of the budget, including the change to design-bid-build, are outlined in the sources and uses chart below, and remain within the total Project Budget:

Juvenile Justice Center Roofing and HVAC Sources	Amount
Chief Executive Office - County Facilities	\$359,796
Total	\$359,796

Juvenile Justice Center Roofing and HVAC Uses	Amount
Salaries and Wages (Administration, Construction Mgmt)	\$33,918
Inspection, Legal, Supplies, Publications	\$43,366
Cost Applied Charges (Building Maintenance Fund)	\$32,512
Architectural and Engineering Fees	\$250,000
Total	\$359,796

Approval to Award a Professional Services Agreement to Aetypic, Inc. for the Design Phase of the Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning (HVAC) Replacement Project and Related Actions to Initiate Design and Related Budget Actions

Page 4

As the project progresses, all major project decisions will be brought back to the Board of Supervisors at each phase of the project for consideration, review, and approval.

DISCUSSION:

Background

A considerable portion of the roofing system throughout the Juvenile Justice Center including the Juvenile Hall Detention Facility and Probation Administration Office has been in significant need of major repair or replacement. Major improvements to the roofing field need to be coordinated at the same time as the major heating, ventilation and air conditioning (HVAC) upgrade. The Board of Supervisors established a construction financing strategy to provide the necessary efficiency upgrades to the roofing and HVAC systems which were originally constructed in 1976 and 1978. The outdated controls and overall system for the heating, ventilation and air conditioning system (HVAC) within the building, including the large roof mounted HVAC air handlers, which serve the Probation Department administrative office, juvenile courts, and juvenile hall buildings, will be replaced with new efficient modernized equipment.

In November, 2011, the Project Manager accepted a feasibility report from Turley & Associates Mechanical Engineering Group for the roof top heating, ventilation and air conditioning (HVAC) units and control system. The Stanislaus County Juvenile Justice Center has a number of different roof top heating, ventilation, and air conditioning (HVAC) units. The HVAC units supporting the probation administration, older housing units, kitchen, intake, and gym use a combination of chilled water supplied from a central chiller to cool the space and electric resistive heating elements located inside of each unit for heating. Electric resistive heating is a very inefficient way of heating the buildings. These units have outlived their useful life, are energy inefficient and are in need of replacement. New roof top packaged air cooled HVAC units will eliminate the failing 1976 central plant.

In January, 2012, the Project Manager accepted a Roofing Upgrade Roof Study and Evaluation Report from Commercial Architecture, Incorporated. The Juvenile Justice Center was evaluated for condition, wear, leaks and hazardous materials. Effectively, the reports suggest a long term permanent fix for the facilities that includes a full replacement of the Juvenile Hall Detention roof and major repair to the Probation Administration Office building roof. In addition, County General Services Agency has prioritized the roofing structure over the Juvenile Hall Detention Facility for replacement as it is in need of constant repair and maintenance due to leaks.

On November 13, 2012, the Board of Supervisors authorized staff to issue a Request for Proposals (RFP) to contract with a design-build architecture and engineering firm for professional architectural bridging design of the Project. Eight proposals were received on December 19, 2012. At this time the Project Manager is returning to the Board of

Approval to Award a Professional Services Agreement to Aetypic, Inc. for the Design Phase of the Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning (HVAC) Replacement Project and Related Actions to Initiate Design and Related Budget Actions

Page 5

Supervisors for approval to award a professional services contract with Aetypic, Inc. of San Francisco, California. Aetypic, Inc. was selected based on its qualifications and deemed by the Project Manager to render the best value to the County. The evaluation, interview, reference check and contract negotiations process was comprehensive, and exhaustive seeking the best value to the County for this project. Aetypic was ranked as the top design firm as a result of this process.

Aetypic, Inc. will assist the County in preparing design documents that will be used in to construct the improvements. Included in the Aetypic's scope of service are as-built investigation, project programming, bridging document design, bid phase support and construction administration support. The lump sum of contracted services is \$180,000.

The Project Manager is seeking additional authority from the Board of Supervisors to amend the Professional Services Agreement with Aetypic, Inc., during the design phase of the Project if necessary to successfully deliver the project, including a switch in project delivery to a design-bid-build approach. It may be essential and beneficial to the County and the Project during the design process for the Project Manager to amend the approach from design-build to design-bid-build due to the specificity of this type of Project, including the need to design and order custom specialty heating, ventilation, and air conditioning (HVAC) products and replacing a built-up asphalt roof over an active, occupied, in-custody facility. A change in project delivery to a design-bid-build approach will require an increased scope of services from Aetypic, Inc. to provide bid-ready construction documents (with a corresponding reduction in scope of services to be provided by the general contractor that will be hired later) and therefore the Project Manager is seeking authority to negotiate, approve and execute an Amendment to the Professional Services Agreement, which is being considered by the Board today, and to increase compensation accordingly for these additional services.

Next Recommended Actions

The Juvenile Justice Center Roofing and HVAC project is recommended to be professionally designed by an independent architectural design and engineering firm. At this time, staff is requesting the Board of Supervisors authorize the Project Manager to award a Professional Services Agreement with Aetypic, Inc. to provide bridging design services for the Project. Bridging design documents will assist the County in further evaluating the existing roof and HVAC system. During the design phase, the Project Manager may request that Aetypic, Inc. provide a new scope of services based on a Design-Bid-Build approach to delivery of the capital project. This action to amend the agreement at a later time, which is being considered by the Board today, would allow the Consultant to fully design bid-ready construction documents to be approved by the Board at a later time of the design phase. Project complexity, budget, timing and sensitivity of the facility will all be considered prior to the Project Manager altering approach to project delivery to Design-Bid-Build.

Approval to Award a Professional Services Agreement to Aetypic, Inc. for the Design Phase of the Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning (HVAC) Replacement Project and Related Actions to Initiate Design and Related Budget Actions

Page 6

As the project progresses, all funding decisions will be brought back to the Board of Supervisors at each phase of the project for consideration, review, and approval.

Schedule

On February 26, 2013, the Board of Supervisors approved the Probation Department Transition Plan to occupy the newly constructed Juvenile Commitment Facility by June 28, 2013. It is expected that with the opening of the new Commitment Facility, up to 60 court-committed wards will be transferred from the existing Juvenile Hall to the new facility once it is ready to occupy. Housing units 3 and 4 within the existing Juvenile Hall will become vacant until there is a need for increased detention beds and additional funding for the associated staffing is available. Court-committed females currently housed in Juvenile Hall's unit 8 will be moved to the new Juvenile Commitment Center while those females not yet sentenced will be moved to unit 2 within the existing facility, leaving unit 8 available to house male youth pending court. This transitional movement of wards will open portions of the existing Juvenile Hall to perform a phased approach to the roofing and HVAC replacement project. Both the roofing and HVAC systems are well past their useful service life and are in need of replacement.

Additional project coordination and phasing of the Juvenile Justice Center Roofing and HVAC project will be necessary to limit potential impacts to Juvenile Justice Center users. The State of California Superior Court and Probation Department currently operate from this facility thereby requiring a phased approach to the Juvenile Justice Center Roofing and HVAC Replacement project which will be designed by Aetypic, Inc. as part of its scope of services under the Professional Services Agreement.

The bridging document phase is anticipated to be completed in late Spring 2013. Upon award to a design-build contractor, construction documents are expected to be completed by Winter 2013. Installation of HVAC equipment and the roof replacement is anticipated to be completed by Summer 2014. This will assist the County and its contractors in avoiding concerns of rainy weather and climate control in the building. In addition, up to 60 in-custody committed juvenile offenders will be transitioned to new housing bed units in the Juvenile Commitment Facility by June 28, 2013 which will assist the County in delivering the proposed project by allowing the transition of in-custody wards.

POLICY ISSUES:

Approval of this action promotes the Board's priorities of A Safe Community and Efficient Delivery of Public Services by making the most cost effective and efficient use of County resources to complete a project that protects the community while ensuring long term utility and maintenance cost savings.

Approval to Award a Professional Services Agreement to Aetypic, Inc. for the Design Phase of the Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning (HVAC) Replacement Project and Related Actions to Initiate Design and Related Budget Actions

Page 7

STAFFING IMPACT:

Existing Capital Projects staff is knowledgeable of the project and will continue to manage the Juvenile Justice Center Roofing and HVAC Replacement Project.

CONTACT PERSON:

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

Database
Balance Type
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
Budget
County of Stanislaus

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

Ledger
Budget
Category
Source
Currency
Period
Batch Name
Journal Name
Journal Description
Journal Reference
Organization
Chart Of Accounts

* List - Text County of Stanislaus
List - Text LEGAL BUDGET
* List - Text Budget - Upload
* List - Text CEO CAT
* List - Text USD
List - Text MAR-13
Text
Text
Text JUVE HALL ROOF HVAC DESIGN
Text BOS 031913
List - Text Stanislaus Budget Org
Accounting Flexfield

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE
ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
DO NOT CHANGE
DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text	
		2070	0061138	46600	0000000	000000	000000		4100000	Inc transfer in	
		2070	0061138	50120	0000000	000000	000000	113060		Inc PSC	
		2070	0061138	62400	0000000	000000	000000	34842		Inc owner cont	
		2070	0061138	62600	0000000	000000	000000	500		inc office supplies	
		2070	0061138	62630	0000000	000000	000000	5100		inc outside print	
		2070	0061138	62730	0000000	000000	000000	250		Inc postage	
		2070	0061138	63640	0000000	000000	000000	10000		Inc legal fees	
		2070	0061138	64100	0000000	000000	000000	2000		Inc env. consult	
		2070	0061138	64210	0000000	000000	000000	36030		Inc inspectors	
		2070	0061138	64220	0000000	000000	000000	250000		inc arch & eng	
		2070	0061138	65000	0000000	000000	000000	5000		inc publications	
		2070	0061138	73511	0000000	000000	000000	375		inc auditor	
		2070	0061138	74100	0000000	000000	000000	25		inc mail rm postage	
		2070	0061138	74110	0000000	000000	000000	25		inc mail rm svcs	
		2070	0061138	74190	0000000	000000	000000	100		Inc pickup del	
		2070	0061138	74302	0000000	000000	000000	625		inc purchasing	
		2070	0061138	74306	0000000	000000	000000	108768		inc BM maint svcs	
		2070	0061138	74370	0000000	000000	000000	150		Inc stores	
		2070	0061138	80300	0000000	000000	000000	2932650		inc structures	
		2070	0061138	80570	0000000	000000	000000	600500		inc change orders	
		0100	0016091	74701	0004534	000000	000000		4100000	Dec fire & prop	
		0100	0016091	85850	0004534	000000	000000	4100000		Inc transfer out	
Totals:									8200000	8200000	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Set Juvenile Hall Roof and HVAC Project budget, Board of Supervisors approval on 032613.

Requesting Department Cynthia Thomlison Prepared by 3/14/2013 Date	CEO <i>[Signature]</i> Supervisor's Approval 3/12/13 Date	Data Entry Keyed by Date	Auditors Office Only Prepared By Approved By 3/22/13 Date
--	---	--------------------------------	---

**AGREEMENT BETWEEN
COUNTY OF STANISLAUS AND
BRIDGING CONSULTANT**

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is dated this _____ day of March, 2013, in the City of Modesto, State of California, by and between AETYPIC, INC., hereinafter referred to as (“**Bridging Consultant**”) and the COUNTY OF STANISLAUS, hereinafter referred to as (“**County**”).

Recitals

WHEREAS, County wishes to retain Bridging Consultant to provide architectural, engineering and related services for the Juvenile Justice Center Roofing and HVAC Upgrade Project;

WHEREAS, Bridging Consultant was selected by means of County’s consultant selection process, and represents that it is qualified to provide the services required by County as set forth in this Agreement;

WHEREAS, County’s rules and regulations authorize County to enter into agreements for expert professional temporary services; and

WHEREAS, the services proposed in this Agreement are professional and temporary in nature.

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. Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

“Agreement”	This Agreement consists of this Agreement, together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, <u>Appendix A</u> (Scope), <u>Appendix B</u> (Services to be Provided by Bridging Consultant), <u>Appendix C</u> (Payments to Bridging Consultant), <u>Appendix D</u> (Insurance), and <u>Appendix E</u> (Bridging Consultant’s Staffing Plan), attached hereto
“Bridging Architect”	Aetypic, Inc., a California Corporation, licensed to do business in California, 7 Freelon Street, San Francisco, CA 94107 Phone: (415) 762-8388 Facsimile: (415) 762-8390 http://aetypic.com

“County”	County of Stanislaus
“Project”	Juvenile Justice Center Roofing and HVAC Replacement Project described in <u>Appendix A</u> , Services to be Provided by Bridging Consultant.
“Services”	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, building information modeling, coordination and administrative services.
“Subconsultants”	Bridging Consultant’s consultants, subconsultants, contractors and subcontractors, of any tier.

2. **Scope of Professional Services.** For the Project described in Appendix A (“Project”), Bridging Consultant shall perform the professional services described in Appendix B (“Services”), for the compensation set forth in Appendix C (“Compensation”), utilizing the staff listed in Appendix E (“Staffing”), which appendices are attached and made a part of this Agreement.

3. **Term.** This Agreement shall become effective upon its execution by Bridging Consultant 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 Consultant on account of the Services shall be deemed as payments of the Compensation and subject to the terms of this Agreement.

4. **Standard of Performance.** Bridging Consultant 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.

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

6. **Subconsultants.** Bridging Consultant shall perform the Services using the key personnel and subconsultants listed in Appendix E. Bridging Consultant 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 Consultant 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 E. Bridging Consultant shall be fully responsible for the work of its subconsultants.

7. **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 Consultant's services. The parties may delegate all or some of the representatives' role and function to some other representative.

8. **Role of Bridging Consultant.**

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

8.2 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 Consultant to serve as the County's principal Project architect. In such case, Bridging Consultant shall provide County with a proposed revised Scope of Services whereby Bridging Consultant 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 Consultant shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Bridging Consultant's compensation, etc.

9. **Indemnification and Liability.**

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 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 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 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.

10. **Notices and Communications.** County and Bridging Consultant 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 Address
Chief Executive Office
1010 10th Street, Suite 6800
Modesto, CA 95354
Attn: Patricia Hill Thomas
Project Manager

Bridging Consultant Address
Aetypic, Inc.
7 Freelon Street
San Francisco, CA 94107
Attn: Dennis Wong
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.

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

12. **Independent Contractor.** Bridging Consultant 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 Consultant, 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 Consultant 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 Consultant represents that it will collect, report, and pay all sales and or use taxes to the State Board of Equalization. Upon full payment, Bridging Consultant 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 Consultant 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 Consultant 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.

13. Conflict of Interest; Confidentiality.

13.1 Bridging Consultant 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.

13.2 Bridging Consultant represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Bridging Consultant 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 Consultant agrees to comply with all conflict of interest codes adopted by the County and its reporting requirements.

13.3 Bridging Consultant 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 Consultant represents to and agrees with County that Bridging Consultant has no present, and will have no future, conflict of interest between providing County the Services hereunder and any interest Bridging Consultant 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.

13.4 Bridging Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Bridging Consultant 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 Consultant agrees that all information disclosed by County to or discovered by Bridging Consultant shall be held in strict confidence and used only in performance of the Agreement. Bridging Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Bridging Consultant 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 Consultant agrees to notify County immediately in writing if it is requested to disclose any information made known to or discovered by Bridging Consultant during the performance of or in connection with this Agreement.

13.5 Any publicity or press releases with respect to the Project or Services shall be under County's sole discretion and control. Bridging Consultant 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 Consultant shall have the right, however, without County's further consent, to include representations of Services among Bridging Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

13.6 Bridging Consultant 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.

13.7 Bridging Consultant and County agree that Bridging Consultant's unique talents, knowledge and experience form a basis for this Agreement and that therefore the services to be performed by Bridging Consultant under this Agreement are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by Bridging Consultant unless approved by written instrument executed and approved in the same manner as this Agreement.

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

14. Suspension and Termination of Services.

14.1 County may direct Bridging Consultant 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 Consultant to additional compensation, if extra costs are actually incurred.

14.2 County may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Bridging Consultant 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 Consultant demanding such cure. In the event County terminates this Agreement for default, Bridging Consultant shall be liable to County for all loss, cost, expense, damage and liability resulting from such breach and/or termination.

14.3 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 Consultant 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 Consultant 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.

15. Ownership of Work Product.

15.1 Any interest (including copyright interests) of Bridging Consultant or its subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Bridging Consultant or its subconsultants at any time in connection with the Services, shall be, immediately upon its creation, the property of County. 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 Consultant's standard sheets, details, and notes. In the event that it is ever determined that any works and any former works created by Bridging Consultant or its subconsultants under this Agreement are not works for hire under U.S. law, Bridging Consultant hereby assigns to County all copyrights to such works when and as created. Bridging Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

15.2 Bridging Consultant 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 Consultant 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 Consultant, County agrees to remove from the Documents all title blocks and information identifying Bridging Consultant.

16. Audit/Inspection of Records.

16.1 Bridging Consultant shall maintain all documents and records prepared by or furnished to Bridging Consultant 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 Consultant 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.

16.2 The Bridging Consultant shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by Bridging Consultant in the performance of this Agreement. If such books and records are not kept and maintained by Bridging Consultant within a radius of fifty (50) miles from the Capital Projects offices of County at 825 12th Street, Modesto, California 95354. Bridging Consultant 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 Consultant shall pay to County the reasonable, and necessary costs incurred by County in inspecting Bridging Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. Bridging Consultant 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 Consultant 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 Consultant with respect to this Agreement are closed, whichever is later.

17. Non-discrimination. Bridging Consultant 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 Consultant 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 Consultant shall provide all information reasonably requested by County to verify compliance with such matters. Bridging Consultant stipulates, acknowledges and agrees that County has the right to monitor Bridging Consultant'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.

18. Disputes. Bridging Consultant shall continue its work throughout the course of any dispute, and Bridging Consultant's failure to continue work during a dispute shall be a material breach of this Agreement. Bridging Consultant 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 Consultant 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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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 Consultant'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 Consultant.

24. **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.

25. 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.

26. 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

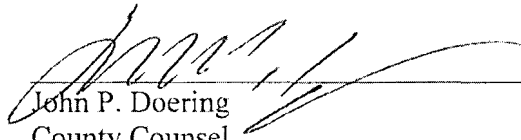
AETYPIC, INC.
a California Corporation,

By Dennis Wong
Dennis Wong, President
Print Name and Title
(If Corporate: Chairman, President or Vice President)

Attest Susan A. Fay
Secretary of Administration
Print Name and Title
(If Corporate: Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer)

7 Freelon Street
San Francisco, CA 94107

Approved as to form and legality this 19 day of March, 2013.



John P. Doering
County Counsel

County Resolution No. _____

**THIS AGREEMENT SHALL NOT BE VALID
OR EFFECTIVE FOR ANY PURPOSE UNLESS
AND UNTIL SIGNED BY THE COUNTY
COUNSEL.**

LIST OF APPENDICES AND SCHEDULES

Appendix A	Scope of Bridging Consultant's Services
Appendix B	Services
Appendix C	Compensation
Appendix D	Insurance
Appendix E	Staffing Plan
Exhibit 1	Proposal for Architecture-Engineering Services

APPENDIX A – SCOPE

This is an appendix attached to, and made a part of, the Professional Services Agreement dated March _____, 2013 (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and AETYPIC, INC. (“**Bridging Consultant**”), for the provision of professional services (“**Services**”).

1. BACKGROUND

The Project is to be located at the Juvenile Justice Center includes the Juvenile Hall Detention and Probation Administration Facilities at 2215 Blue Gum Avenue, Modesto, CA 95358. The original 1976 constructed Juvenile Hall and 1978 Probation Administration Building, are in need of upgrade and replacement of its heating, ventilation and air condition (HVAC) system, removal of its central plant and replacement of existing rooftop multi-zone system to a package unit system. Existing multi-zoned roof top air handlers are costly to operate and have become difficult to maintain with sourced parts.

The roof over the Juvenile Hall Facility was constructed with friable asbestos material and is currently leaking. The wood roof decks show signs of dry rot and structural damage. The roof was only originally constructed with R-5 insulation and needs to be replaced as per current code. Roof membrane materials are slitting, cupping and are in a state of deterioration. The roof over the Probation Administration Building was replaced but still leaks. Rooftop flashing material is old and is failing to prevent water intrusion. Tile mansard roof areas may be also contributing to the leak issues over the Probation Administration building. Bridging Consultant shall evaluate Facility and roofing conditions for preparing design criteria.

The Juvenile Commitment Center, a new 60 bed facility, is being constructed adjacent to the existing Juvenile Hall Detention and Probation Administration Facility where the Project will occur. A transitional plan for in-custody ward and staff movement will assist to address concerns during construction, although the Bridging Consultant will be expected to assist by providing bridging design criteria that leads to the minimization of disruption to operations of the facility and its users. The kitchen within the Project Area is being relocated to the new Juvenile Commitment Center. Evaluation and analysis of electric and gas utilities supplied to the facility is required.

2. INTRODUCTION

Stanislaus County Probation Department provides for the holding, housing and reform of incarcerated in-custody wards of the State at the Juvenile Hall Facility located at 2215 Blue Gum Avenue, Modesto, CA 95358. The building additionally serves as the secure intake and release for all in-custody juveniles within the County and is operated on a 24/7 basis. Secure ward housing units 1, 2, 3 and 4, which are expected to be occupied in some form and are located within Project limits, currently house in-custody wards. In addition, the facility provides juvenile court services of the State Superior Court, Juvenile Traffic Court and other related services. The Probation Administration, Probation Department and other law enforcement staff are also located within the facility. The in-custody ward capacity of the Juvenile Hall Facility

and Juvenile Commitment Center are expected to increase over time, and may do so during the life of the Project.

The facility is comprised of 53,000 square feet of Probation Department detention facilities, courtrooms, lobby and general office. The Juvenile Hall Facility and Probation Administrative Offices will not be relocated; this effort to improve the roofing and HVAC systems is intended to correct current roof and HVAC maintenance issues and introduce energy and maintenance cost savings for the Probation Department.

Several measures have been taken to minimize the impacts of the failing HVAC system including maintenance to the existing chiller and central plant to keep it operational. In addition, the maintenance of the roof systems has proven to be a significant challenge in keeping rain leaks from entering the building. Patching, tarps and other preventive measures have been performed to prevent leaks until the roof can be replaced and repaired as provided in the Schedule.

3. STUDY FINDINGS

The County has contracted for various roofing and HVAC evaluations, assessments and reports which shall be provided to the Bridging Consultant under separate cover:

- November 11, 2011, Turley & Associates Mechanical Engineering Group, Inc., *Revised Feasibility Study for Juvenile Detention Facility Rooftop HVAC DDC Control Upgrade and HVAC Unit Improvements*
- September 2011, Commercial Architecture, Inc., *Juvenile Hall Roofing Upgrade Roof Study and Evaluation Report*

In general, the Bridging Consultant will assist the County is supplying a bridging document criteria that addresses these reports. The Bridging Consultant is expected to fully understand and comprehend the above reports, perform additional studies as necessary and all other additional evaluation and analysis that may be required for a design-build contracting entity to perform the Project on time and within budget. Bridging Consultant will create design criteria that incorporate Facility operational issues of scheduling and performing work in an occupied incarceration setting while meeting project budget limitations. Bridging Consultant will evaluate where necessary.

4. RECOMMENDATIONS

The findings of the surveys and reports aforementioned resulted in the following proposed scope of work for a Project, as to be designed by the Bridging Consultant:

- Replace all ten constant volume roof top multizone air handlers with packaged self-contained multizone DX air cooled HVAC units with air economizer, energy efficient equipment components using direct digital HVAC controls.
- The existing remote chilled water central plant and the electric hot water boiler shall remain in operation to serve the old multizone air handling units until each new DX air

cooled HVAC units are operational. At the completion when all ten air handlers are replaced the equipment in the existing central plant shall be removed with all utilities capped within the central plant.

- During the Bridging Document design phase the County facility staff and construction manager will provide input to establish the best sequencing of the various HVAC systems to be replaced on the various building areas served by each roof top air handler unit being replaced with each new packaged self-contained multizone HVAC unit. The final Bridging Document shall show a sequence plan to allow the Design Build contractor to base their proposal on.
- The heating deck of the new roof top packaged HVAC units need to be evaluated based on energy efficiency and life cycle costs using a direct fired natural gas heating deck versus a hot water heating deck. The hot water approach should be based on locating a hot water boiler system on a roof with two hot water boilers and two hot water pumps with roof mounted piping to each HVAC unit. The direct gas fire approach should be based on a medium pressure natural gas piping system with gas regulators at each HVAC unit with roof mounted gas piping. Both gas system options (boiler versus direct fire gas) need to be evaluated to determine if the existing PG&E gas service to the facility is sufficient or if a new PG&E street service is required. This will require a field survey of the each gas appliance now served with PG&E natural gas to all onsite buildings including the Juvenile Hall Building Unit 7 and 8, which are not a part of the 10 air handler units being replaced in the project. Further analysis to be performed by Bridging Consultant.
- The new HVAC units will require a custom built equipment curb/plenum with seismic isolation to allow the new unit to connect to the existing multizone duct connections and return air ducts.
- The existing curbs will need to be raised to allow proper re-roofing due to the low profile of the existing curbs. The building structure at the air handler equipment will need to be evaluated to determine if the new heavier DX HVAC units will require additional structural support.
- The existing HVAC control system includes a combination pneumatic and direct digital HVAC controls. The existing HVAC control systems are in poor condition and failing. New direct digital HVAC controls is required. The existing HVAC control systems must remain in operation to serve the old multizone air handling units and central plant until the new systems are operational. The existing space thermostats are pneumatically controlled. An evaluation needs to be established if the digital control wiring can be pulled through the existing pneumatic raceways within the facility.
- The existing facility has a full service kitchen that will be deleted in the future as well as the HVAC services for the kitchen, including the kitchen hood exhaust system, kitchen make-up air system, dish washer exhaust system, and the refrigeration condensers on the roof. The existing kitchen roof top equipment shall be demolished within this scope of work. However, the existing HVAC roof top equipment that currently serves the kitchen and adjacent multipurpose area shall remain a part of the HVAC units to be replaced based on the existing system capacities.

The County is under construction of a new adjacent facility, Juvenile Hall Commitment Center, that will include a new full service kitchen. The kitchen is scheduled for completion and operation by April 2013. The renovation area of the old kitchen is not a part of this scope of

work at this time. However, the deleted kitchen gas capacity needs to be evaluated to determine what impact the deleted capacity will have on the sizing of the new natural gas systems.

Scope of the Replacement/Repair of the Roofing System.

The roofs, expansion joints, parapet caps and flashings are in poor condition and need replacement and/or repair. The Juvenile Hall building roof contains asbestos material that will need to be abated and removed as a part of the roof replacement scope. The Juvenile Hall building roof will require new roof mounted ridge R-30 insulation to replace the existing failing insulation.

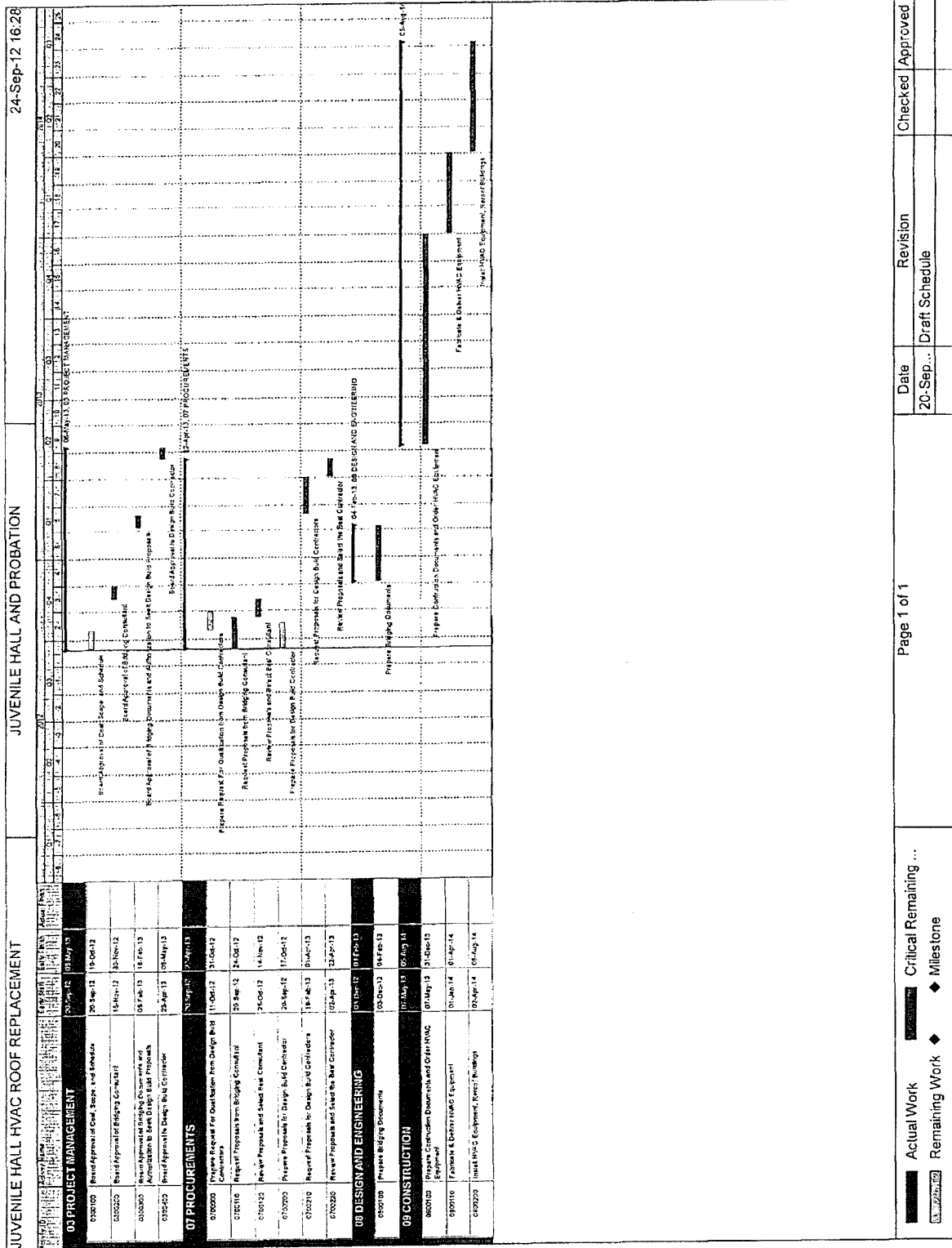
5. HAZMAT CONSULTANT & HAZARDOUS MATERIALS REPORTS

The County has contracted with RGA Environmental, Inc., 1260 45th Street, Emeryville, CA 94608 to perform hazardous materials testing on February 29, 1996. A copy of their Asbestos Survey Report dated February 29, 1996 will be forwarded under separate cover. The County contracted for a Roof Study and Evaluation Report with Commercial Architecture, Inc., 616 14th Street, Modesto, CA 95354 in September 2011. A Tremco Roof Analysis Core Report (TRACE) was performed by Commercial Architecture, Inc. indicating the presence of asbestos containing materials in portions of the roofing field. A copy of the report will be forward under separate cover. Additional confirmation testing has been performed by the Bridging Consultant will ensure to the evaluation for the presence of hazardous materials is performed and property documented as determined by State and Federal codes and regulation as a portion of work within this Contract.

6. DRAFT PROJECT BUDGET

Juvenile Hall Roof	\$	1,050,000.00
Restoration Tile Mansard Roof	\$	40,500.00
HVAC System Replacement	\$	1,787,000.00
Probation Admin. Roof	\$	125,000.00
Construction Contingency	\$	600,500.00
Total	\$	3,603,000.00

8. DRAFT SCHEDULE



9. KEY PERSONNEL AND SUBCONTRACTORS

A. The following are the Bridging Consultant’s key personnel under this Agreement:

Name:	Title:	Contact Information:
Dennis Wong	Sr. Principal / President	Ph: (415) 762-8388 ext. 12 Dennis.wong@aetypic.com
Gregory Cheifetz	Principal-in-Charge	Ph: (415) 762-8388
Gary Maraviglia	QA / QC	Ph: (415) 762-8388
Thomas Wong	Sr Project Architect / Project Manager	Ph: (415) 762-8388
Vladimir Kotov	Project Designer / Assistant Project Manager	Ph: (415) 762-8388
Steve Grist	Project Designer / BIM/CAD Specialist	Ph: (415) 762-8388
James Tsao	Principal Structural Engineer	Ph: (415) 762-8388
Francisco Castillo	Sr. Structural Engineer	Ph: (415) 762-8388
Sami Malaeb	Sr. Environmental Engineer	Ph: (415) 762-8388
Jack Wang	Principal Engineer / Cost/Scheduling	Ph: (415) 762-8388
Hamid Arbabaraghi, Guttman & Blaevoet	Principal Electrical Engineer	Ph: (415) 655-4000
Gurdaver Singh, Guttman & Blaevoet	Principal Mechanical Engineer	Ph: (415) 655-4000

B. The following are the Bridging Consultant’s subcontractors under this Agreement:

Subcontractor Firm:	Subcontractor Address:	Contact Person:	Contact Person Phone Number:
Guttman & Blaevoet	2351 Powell Street San Francisco, CA 94133	Steven Guttman, Principal Jeff Blaevoet, Principal	Ph: (415) 655-4000

END OF APPENDIX A

APPENDIX B – SERVICES

This is an appendix attached to, and made a part of, the Professional Services Agreement dated March _____, 2013 (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and AETYPIC, INC. (“**Bridging Consultant**”), for the provision of professional services (“**Services**”).

1. The Project will be located at the Juvenile Justice Center at 2215 Blue Gum Avenue, Modesto, CA 95358. The Project budget is \$4,100,000 with a construction budget of \$3,600,000 and the Project will include:

- a. Removal of multi-zone rooftop cooling units located at the facility;
- b. Removal of the central plant;
- c. Installation of DX packaged multi-zone air coolers;
- d. Removal and replacement of the roofing field above the Juvenile Hall Detention Facility;
- e. Repair of the roofing field above the Probation Administration building; and,
- f. All utility connections, plumbing and ductwork needed for the Project.

2. The County currently plans to utilize the design-build project delivery methodology for the majority of the Project, using Consultant as a Bridging Consultant 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 Consultant to serve as the County’s principal Project architect. In such case, the County shall provide Bridging Consultant with a proposed revised Scope of Services whereby Bridging Consultant 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 Consultant shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Bridging Consultant’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 Consultant will be expected to perform architectural functions including, but not limited to:

4.1 PREPARE BRIDGING DOCUMENTS. The Bridging Consultant team 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.

4.2 FURTHER DEVELOPMENT AND OVERSIGHT OF PROGRAM. The Bridging Consultant 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 and evaluation of in-custody Facility project coordination matters; 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 (shop drawings) 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.

4.3 GATHER AND VERIFY PROJECT AND SITE INFORMATION. The Bridging Consultant will examine the existing facilities to coordinate between existing and new construction. The Bridging Consultant will include cost for any survey work needed to document existing facilities.

4.4 BUDGET. The Bridging Consultant will correlate the design to the project budget. The Bridging Consultant will confirm in writing that they agree the project can be achieved within budget. The budgets, including design and construction contingency, are shown in paragraph 1 of this Appendix B.

4.5 PROJECT SCHEDULE. The Bridging Consultant and the Construction Manager shall jointly develop the Project Schedule.

4.6 DESIGN PHASE. Based on the County's program and budget requirements, the Bridging Consultant will prepare Bridging Documents. If the Bridging Documents and budget are approved, the Bridging Consultant will assist the County in taking and evaluating bids from Design Build Teams. If the design – build contract(s) is/are awarded, the Bridging Consultant will review and comment on the completion of the design and construction. The Bridging Documents shall be of sufficient detail to show design intent, and to allow Contractors to prepare a bid. In addition, the Bridging Documents shall specify the exact or minimum environmental conditions (power, heating, cooling, ventilation, etc.) required.

The Bridging Design Phase shall include as a minimum:

- a. Attend a one day value engineering session.
- b. Describe work necessary to remove and replace cooling units and roofing.

- c. Prepare Plans (no less than 1/4" = 1'-0").
- 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. Design criteria for architectural, structural, mechanical, and electrical systems to clearly show the characteristics and quality of environment and control desired.
- g. Prepare a final design-build cost estimate.

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

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

4.9 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 Consultant may also be required to obtain initial approvals from the Stanislaus County Fire, code compliance reviewers, and/or other County departments.

4.10 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 Consultant 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 Consultant shall provide reproducible drawings and County will reproduce the drawings and the project manual for bidding.

- b The Bridging Consultant 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 Consultant shall issue no other addenda, verbally or in writing, to bidders. The Bridging Consultant shall receive all bidder questions and shall

record the questions and answers given on the form approved by the County. The Bridging Consultant will keep a log of all questions including the subject, date received, date answered, party requesting information, and the Bridging Consultant's employee giving information. The log and forms will be issued as back-up information for each addenda. The Bridging 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.

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

d The Bridging Consultant 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 Consultant'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 Consultant's estimated amount for the base bid plus additive alternates in Bridging Consultant's final design-build cost estimate rendered at the end of the Design Phase, require the Bridging Consultant 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 Consultant 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 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 Bridging Consultant wishes to include in the conformed set must first be issued as an RFI/clarification for the Owner's approval.

4.11 CONSTRUCTION ADMINISTRATION PHASE. This phase commences after the County has awarded a Design-Build Contract. Upon receipt of the County's written notice to proceed with the Construction Administration Phase, the Bridging Consultant shall perform the following services:

- a. Provide QA/QC Support to ensure the intent of the Approved Bridging Documentation scope of work is included in the Design Build Team's documentation.
- b. Review contractor submittals, including 1 resubmittal/each.
- c. Review and comment on payment applications and submittals as requested by the County.
- d. Observe construction progress and attend construction meetings.
- e. Assist in observations for substantial and final completion.
- f. Respond to Request for Information (RFI), generated by the Design Build Team, as required.

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

- 4.13 Provide a schedule of the Bridging Consultant's work.
- 4.14 Revise design as necessary.
- 4.15 Attend meetings as appropriate.
- 4.16 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 Consultant to serve as the County's Architect of Record. In such case, the County shall provide Consultant with a proposed revised Scope of Services whereby Consultant 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. County shall make such election on or before the completion of schematic design documents for the Project. Consultant shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Consultant's 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 March __, 2013 (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and AETYPIC, INC. (“**Bridging Consultant**”), 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 (including hazardous materials abatement and contingencies), is estimated to be \$3,600,000.

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 ARCHITECT. The total compensation by the County to the Architect for work performed under this agreement including all labor and other direct costs (ODC’s) shall not exceed One Hundred Eighty Thousand Dollars (\$180,000.00), unless amended by the County. The County expressly reserves the right to deny any payment or reimbursement requested by the Architect which is in excess of the contract limit, unless such payment is approved by the County as an Additional Service, as set forth below. The total compensation to the Architect shall not exceed the following for each phase:

2.1. Phase 1, Bridging Design including Basic Services and ODC’s: \$151,000.00

2.2 Phase 2, Bid Phase including Basic Services and ODC’s: \$5,000.00

2.3 Phase 3, Construction Administration Phase including Basic Services and ODC’s:
\$24,000.00

TOTAL NOT TO EXCEED \$180,000.00

3. PAYMENT:

3.1 For work completed and upon submittal of monthly invoice statements in duplicate, the County shall pay the Architect for services rendered in an amount not to exceed the phase totals set forth in Section 5.1, less 5% retention in accordance with Civil Code Section 3320. County and Architect may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention shall be released upon substantial completion of the Project.

- 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, 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 Architect's progress to date, and that notwithstanding such percentages or the payment therefore, 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 Architect.
- 3.4 Architect shall provide copies of all Subconsultant Agreements to County as the Agreements are finalized and executed between the Consultant and Architect.
- 3.5 Architect and/or its Subconsultants shall not provide services to the Construction Contractor or any Subcontractor under separate agreement for any part of this Project.
4. NOTICE TO PROCEED. The 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 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, 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.
7. For purposes of changes in services, hourly rates will be submitted for approval for each staff member of the Architect, and the Architect's Subconsultant 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.)

Senior Principal A/E	\$200.00
Principal A/E	\$175.00

Project Manager	\$150.00
Senior A/E	\$150.00
Project A/E	\$130.00
Senior Staff A/E	\$115.00
Staff A/E	\$105.00
CAD Drafter	\$95.00
Senior Field Technician	\$90.00
Field Technician	\$80.00
Project Administrator	\$70.00
Clerical Administrator	\$60.00
Reimbursable Expenses	Time & Materials

END OF APPENDIX C

APPENDIX D - INSURANCE

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

1. Bridging Consultant’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Bridging Consultant shall furnish to County satisfactory proof that Bridging Consultant 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 Consultant for which Bridging Consultant may be legally liable, whether performed by Bridging Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Bridging Consultant 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) per occurrence and providing property damage liability coverage of no less than One Million Dollars (\$1,000,000) per 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 Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver 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 Consultant. In the event Bridging Consultant 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 Consultant's Commercial General Liability policy and Automobile Liability Policy, Stanislaus County, its officers, directors, officials, agents employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

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.

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 Consultant 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 Consultant or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.

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

END OF APPENDIX D

APPENDIX E - BRIDGING CONSULTANT'S STAFFING PLAN

This is an appendix attached to, and made a part of, the Professional Services Agreement dated March __, 2013 (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and AETYPIC, INC. (“**Bridging Consultant**”), for the provision of professional services (“**Services**”).

ARTICLE 1 – BRIDGING CONSULTANT'S STAFFING PLAN

- 1.01 Bridging Consultant's Staffing Plan is appended to this Appendix with the Proposal for Architecture-Engineering Services dated March 4, 2013 as Exhibit 1, and identifies staff by position, name, responsibility, and rate for both Bridging Consultant and for Bridging Consultant's subconsultants in direct contract with Bridging Consultant (“**Staffing Plan**”).
- 1.02 Staffing in organization chart format is also provided.

ARTICLE 2 – KEY PERSONNEL AND SUBCONSULTANTS

- 2.01 Bridging Consultant's Key Personnel are identified in the Agreement Form and their resumes annexed to this Appendix E.
- 2.02 Subconsultants, their Discipline and Responsible Professional Personnel are identified in the Agreement Form and their resumes annexed to this Appendix E.

ARTICLE 3 – CHANGES TO KEY PERSONNEL AND ADDITIONS TO STAFFING PLAN

- 3.01 For Key Personnel, Bridging Consultant and subconsultants shall not remove, reassign or make changes to any of the Key Personnel or their assignment durations without County's prior written approval.
- 3.02 For personnel initially identified in the Staffing Plan by position only, Bridging Consultant shall submit for review, comment and approval, resumes of each person proposed to fill each position, and/or replacements to personnel once approved, showing such person's experience and qualifications to fill such position. Such added personnel (“**Added Personnel**”) shall be added to Bridging Consultant's staff necessary, but subject to approval by County.
- 3.03 Unless directed to reduce staff by County, in the event that any Key Personnel or Added Personnel, for any reason thereafter ceases to fill that position, within ten (10) days thereof, Bridging Consultant shall propose a replacement person for County's approval pursuant to the following process:
- A. Bridging Consultant shall prepare and submit to County for its review, comment and approval, a proposal listing all personnel that Bridging Consultant proposes to assign to the Project as replacement, and the proposed duration of each such assignment.
 - B. Within fifteen (15) days following Bridging Consultant's submittal of the proposal and resumes, County shall either give its written approval of such submission or provide

comments. In the event County approval is withheld, Bridging Consultant, in response to such comments, shall promptly, but no later than five (5) business days after receipt of County's comment, make all necessary and appropriate changes to the proposal (including changes in proposed staff) and resubmit it to County for its approval, and such process shall continue until County approves Bridging Consultant's proposed staffing. Such approvals shall not be unreasonably withheld.

C. For replacement of Key Personnel, Bridging Consultant shall be subject to liquidated damages as described below, and also may not receive reimbursement for substitute personnel in amounts greater than would have been paid for the initial Key Personnel.

- 3.04** County may, in its sole discretion, direct Bridging Consultant to add to or reduce Bridging Consultant's staff to meet changing Project requirements.

ARTICLE 4 – UNSATISFACTORY PERSONNEL

- 4.01** Bridging Consultant shall remove any person employed by Bridging Consultant or any subconsultant (or cause the removal of any employee of a subconsultant of any tier) whom County may deem incompetent, improper or a hindrance to the progress of any Work or Services on the Project, and in the event of any such removal, Bridging Consultant shall immediately replace (or cause to be replaced) such person with a properly qualified and experienced replacement and, in the case of removal of any person holding any position described in the Staffing Plan, Bridging Consultant shall propose properly experienced and qualified replacement personnel for County approval, pursuant to the same process as is described in paragraph 3 above.

ARTICLE 5 – LIQUIDATED DAMAGES FOR KEY PERSONNEL

- 5.01** Bridging Consultant and County agree that the personal services of the Key Personnel is a material term of the Agreement, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the County, the measure of which would be impractical or extremely difficult to fix, and in lieu of which County and Bridging Consultant have agreed to liquidated damages as described below.

A. County may assess and Bridging Consultant shall accept liquidated damages in the amount of three (3) times the gross monthly salary for unauthorized substitutions of any Key Personnel.

- 5.02** No liquidated damages shall be due under this paragraph if the substitution is required due to death, incapacity, resignation, or termination of Key Personnel.
- 5.03** County in its sole discretion, may elect to waive, reduce or delay implementation of liquidated damages.

END OF APPENDIX E

EXHIBIT 1 – PROPOSAL FOR ARCHITECTURE-ENGINEERING SERVICES

This is an Exhibit attached to the Professional Services Agreement dated March __, 2013 (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and AETYPIC, INC. (“**Bridging Consultant**”), for the provision of professional services (“**Services**”).

1. Attached are the seven pages of the Proposal for Architecture-Engineer Services dated March 4, 2013.
2. The Aetypic Proposal is attached for informational purposes only, for information therein that is referenced in the Agreement. The attachment of the Aetypic Proposal does not render it a part of the Agreement.