

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-5

Urgent

Routine

AGENDA DATE June 18, 2013

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of Various Matters for the Public Safety Center AB 900 Phase II/Jail Expansion Project: an Agreement with HOK for the Design of the Day Reporting Facility; Issuance of a Request for Proposals for Construction Management Services; the Jail Transition Staffing Plan; the Honor Farm Closure Plan; Retaining Expert Services for Decommissioning of the Existing Honor Farm; and, Related Actions

STAFF RECOMMENDATIONS:

1. Approve a Professional Services Agreement with HOK of San Francisco, California to initiate design for the design-build construction of the Programs/Day Reporting Facility for a lump sum amount of \$287,500.

Continued on Page 2

FISCAL IMPACT:

On December 13, 2011, the Board of Supervisors approved the Financing Plan including the use of County funds to match State Lease Revenue Bonds and other local funding for a major expansion of the County's Public Safety Center and Detention Facilities.

Continued on Page 3

BOARD ACTION AS FOLLOWS:

No. 2013-295

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

Ayes: Supervisors: O'Brien, Withrow, 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 of Various Matters for the Public Safety Center AB 900 Phase II/Jail Expansion Project: an Agreement with HOK for the Design of the Day Reporting Facility; Issuance of a Request for Proposals for Construction Management Services; the Jail Transition Staffing Plan; the Honor Farm Closure Plan; Retaining Expert Services for Decommissioning of the Existing Honor Farm; and, Related Actions
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STAFF RECOMMENDATIONS (Continued):

2. Authorize the Project Manager to negotiate and sign contracts and work authorizations necessary to support the design phase as long as it is within the approved project budget.
3. Authorize the Project Manager to issue a Notice to Proceed to HOK contingent upon proper receipt of executed contracts and certificates of insurance.
4. Authorize the Project Manager to issue Amendment Two to the Professional Services Agreement with HOK for Project One (Maximum Security Housing Units) of the Public Safety Center Expansion project for additional services of medical equipment planning, food service planning, signage and neighborhood planning strategy required for the preparation of design-build bridging documents, in the lump sum amount of \$154,000.
5. Authorize the Project Manager to issue Amendment One to the Professional Services Agreement with HOK for Project Three (Intake, Release and Transportation Facilities) of the Public Safety Center Expansion project for additional services of signage required for the preparation of design-build bridging documents, in the lump sum amount of \$19,500.
6. Authorize the Project Manager to issue a Request for Proposals for Field Construction Management Services for Projects One and Three of the Public Safety Center Expansion.
7. Direct the Auditor Controller to increase appropriations and estimated revenue by \$2,552,823 in the Jail Expansion Project budget to fund these next phases of work pursuant to the approved Project Plan as detailed in the Budget Journal form.
8. Direct the Auditor Controller to increase appropriations and estimated revenue by \$712,800 in the Intake, Release and Transportation Facilities Project budget to fund these next phases of work pursuant to the approved Project Plan detailed in the Budget Journal form.
9. Approve the Jail Staffing Plan for Transition services necessary during the design and construction of the Stanislaus County Public Safety Center Expansion/Jail Construction Projects.
10. Amend the Salary and Position Allocation Resolution to add one Deputy Sheriff Custodial position as detailed in the Staffing Impact Section of this item, effective the start of the first pay period beginning after July 1, 2013.

Approval of Various Matters for the Public Safety Center AB 900 Phase II/Jail Expansion Project: an Agreement with HOK for the Design of the Day Reporting Facility; Issuance of a Request for Proposals for Construction Management Services; the Jail Transition Staffing Plan; the Honor Farm Closure Plan; Retaining Expert Services for Decommissioning of the Existing Honor Farm; and, Related Actions
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11. Authorize the Project Manager to issue a Request for Proposals for expert consulting services for the planning for the decommissioning of the Honor Farm at 8224 W. Grayson Road, Modesto, California to return to the Board of Supervisors for final disposition decisions.
12. Authorize the Project Manager to plan and conduct appropriate public dedication ceremonies for the Honor Farm Jail Bed Replacement Project, currently under construction, with the ceremonies to occur on September 10, 2013.

FISCAL IMPACT (Continued):

On June 5, 2012, the Board of Supervisors accepted the conditional award of \$80 million from the State of California Corrections and Standards Authority pursuant to Assembly Bill 900 (AB 900) Phase II Jail Financing Program for the construction of portions of the Stanislaus County Public Safety Center Expansion/Jail Construction Project.

The total estimated project budget for the AB 900 Phase II projects remains unchanged at \$89.5 million to fund the project. The funding sources remain unchanged with State funding of \$80 million (90%), and a County cash match contribution totaling \$9.5 million (10%).

The primary sources of the match the County has committed to the project include \$1.5 million in existing appropriations previously approved by the Board of Supervisors for Jail Expansion and Master Planning, \$1.0 million from the Criminal Justice Facilities Fund, and \$7.0 million from an internal borrowing from the 2006 Tobacco Endowment Fund, for a total cash match of \$9.5 million. In addition, the sources include a non-cash match from land valued at \$500,000 at the site where the facility will be constructed, as outlined in the sources chart below:

AB 900 Phase II Funding Sources	
	<i>Amount</i>
AB 900 Phase II State Funding	\$80,000,000
2006 Tobacco Endowment Fund Borrowing	\$7,000,000
AB 900 Phase I Public Facility Fees Cash	\$1,500,000
Criminal Justice Facility Fund Cash	\$1,000,000
Subtotal	\$89,500,000
Non Cash Value of Land	\$500,000
Total Project Sources	\$90,000,000

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The AB 900 Phase II Public Safety Center Jail Expansion Project will be financed on an interim basis using funds from the State's pooled money investment account and ultimately using long-term lease revenue bond financing.

On October 2, 2012, the Board of Supervisors approved the selection of two design teams for the Stanislaus County Public Safety Center Expansion Projects, and three agreements for the three major project elements:

- Project One: Maximum Security Housing Units,
- Project Two: Programs/Day Reporting Facility, and
- Project Three: Intake, Release and Transportation Facilities.

Due to the financial connectivity for Project 1 and Project 2 through AB 900 Phase II funding, the Project Manager has determined that more coordination and collaboration are necessary to successfully deliver both Projects for which the State is providing 90 percent funding. The Project Manager has discussed with the design teams the necessity and importance of having one firm work on both AB 900 Phase II funded Projects to ensure success for the County.

At this time, the Project Manager recommends that the Board approve a Professional Services Agreement with HOK of San Francisco, California for professional architectural design services for Project Two (Programs/Day Reporting Facility) pursuant to the State award of AB 900 Phase II Lease Revenue Bond funding for the lump sum not to exceed amount of \$287,500. Funding for this agreement is available within the total estimated project budget.

As the design progresses on this significant capital project effort, it is clear that additional experts are needed to ensure the Projects' success. The recommended amendments to Project One and Project Three will provide professional support for medical equipment, food services, and signage, and will develop a neighborhood planning strategy for the Public Safety Center. The recommended amendment to the HOK agreement for Project One totals \$154,000 and funds are available within the approved project budget for these expert services. The recommended amendment to the HOK agreement for Project Three totals \$19,500 and can be funded within the approved project budget as well.

It is recommended to adjust the budgets for the Public Safety Center Expansion project to fully fund the architectural design services and staffing costs through design. The attached budget journal reflects an increase in appropriations and estimated revenue of \$2,552,823 for Projects One and Two, funded from AB 900 Phase II funding and County funding. It is important to note that County funds will be used initially and State reimbursement will occur after the start of construction. The budget journal for Project Three reflects an increase in appropriations and estimated revenue of \$712,800 and is

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fully funded by Detention Public Facility Fees as previously approved by the Board of Supervisors.

With the completion of the Honor Farm Jail Bed Replacement scheduled for late Summer of 2013, staff is recommending the development of a plan for the closure and decommissioning of the old Honor Farm located at 8224 W. Grayson Road, Modesto, California. It is expected the facility will be vacated beginning in August 2013 and will go through a decommissioning process to raze the structures on the site to minimize ongoing maintenance costs and avoid vandalism and costs to the County for the site. Options for the future re-use, including surplusing the property for private sale, are under consideration. The Project Manager is seeking authority from the Board of Supervisors to issue a Request for Proposals (RFP) for expert consulting services to perform facility decommissioning and site clearance engineering and evaluations of the old Honor Farm. Funding for this effort is available for this effort from the Honor Farm Waste Water Treatment Facility Project, previously approved by the Board of Supervisors on September 29, 2009.

As both the Public Safety Center Jail Expansion and Honor Farm projects progress, 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

On December 13, 2011, the Board of Supervisors authorized the submission of an application for AB 900 Phase II (Public Safety and Offender Rehabilitation Services Act of 2007) funding for urgently needed jail facilities. Stanislaus County competed on a state-wide basis and the State selected the Stanislaus County Proposal for full funding, as the number one ranked medium size County in California.

On March 9, 2012, the County was notified by the Corrections Standards Authority that it was awarded \$80 million in State Local Jail Construction funding (AB 900 Phase II), which requires a \$9.5 million local cash match, for a proposed project totaling \$89.5 million.

On September 11, 2012, the State Public Works Board (SPWB) approved Stanislaus County's project scope, project schedule and project costs, which is a significant milestone that allows Stanislaus County to be the first county awarded under AB 900 Phase II Jail Construction funding to initiate the project and begin the design phase of construction. With the SPWB approval of the project scope, cost and schedule, the

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Project Manager could begin to incur expenses for specified activities which are reimbursable including architectural programming and design.

On October 2, 2012 following an intense and thorough qualifications-based procurement process that included a Request for Qualifications/Proposals (RFQP), the Board awarded contracts as follows:

- **Project One (Housing Units)** – A contract for bridging architectural services to HOK of San Francisco, California for the lump sum amount not to exceed \$2,934,500.
- **Project Two (Programs/Day Reporting Facility)** – A contract for bridging architectural services for Project Two (Programs/Day Reporting Facility) to WLC Architects, Inc. of Folsom, California for the lump sum amount not to exceed \$287,950.
- **Project Three (Intake, Release, and Transportation)** - A contract for bridging architectural services for Project Three (Intake, Release and Transportation) to HOK of San Francisco, California for the lump sum amount not to exceed \$1,155,500.

On October 3, 2012, the Project Manager issued a Notice to Proceed on the Programming / Schematic Design phases for all three projects.

Now, the Board of Supervisors is requested to approve several actions essential to the Public Safety Center Expansion Project and other related items.

Next Recommended Actions:

- *Approve a Professional Services Agreement with HOK of San Francisco, California to initiate design for the design-build construction of the Programs/Day Reporting Facility for a lump sum amount of \$287,500.*

Due to the financial connectivity for Project 1 and Project 2 through AB 900 Phase II funding, the Project Manager has determined that more coordination and collaboration are necessary to successfully deliver both Projects together. The Project Manager has discussed with both design teams the necessity and importance of a more unified approach to project delivery for both of the project elements that are funded by AB 900 Phase II State Funding. It is recommended that the Board approve a Design-Build Professional Services Agreement with HOK of San Francisco, California in the lump sum, not to exceed amount of \$287,500. Funding for this agreement is available within the existing project budget. The Project Manager has reviewed this recommendation

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with the Board of Supervisors Capital Facilities Committee comprised of Supervisors O'Brien and Monteith.

- *Authorize the Project Manager to issue a Notice to Proceed to HOK contingent upon proper receipt of executed contracts and certificates of insurance.*

This action will authorize the Project Manager to issue a Notice to Proceed to HOK contingent upon receipt by the County of executed contracts and certificates of proper insurance.

- *Authorize the Project Manager to issue Amendments to the Professional Services Agreement with HOK for Project One (Maximum Security Housing Units) and Project Three (Intake, Release and Transportation Facilities) of the Public Safety Center Expansion project for additional services required for the preparation of design-build bridging documents.*

The Project Manager is requesting the Board of Supervisors approve Amendment Two to the agreement with HOK for added services and compensation for Project One, and Amendment One to the agreement with HOK for added services and compensation for Project Three of the Public Safety Center Expansion. These amendments will provide professional support for medical equipment, food services and signage, and will develop a neighborhood planning strategy for the Hackett Road site.

- *Authorize the Project Manager to issue a Request for Proposals for Field Construction Management Services for Projects One and Three for the Public Safety Center Expansion.*

The Project Manager seeks authority from the Board of Supervisors to issue a Request for Proposals (RFP) for Field Construction Management Services to assist the County in managing this extensive and complex effort of constructing significant new jail facilities at the Public Safety Center. The limited construction management services will complement existing Capital Projects and Sheriff's Office staffing to complete this significant undertaking, and will be funded within the established project budget.

- *Approve the Jail Staffing Plan for Transition services necessary during the design and construction of the Stanislaus County Public Safety Center Expansion/Jail Construction Projects.*

Sheriff's Office staff will begin transition from the old Honor Farm at 8224 W. Grayson Road on August 1, 2013. On this date and consistent with previous Board of Supervisors action, the emergency power generator will be relocated from the old Honor Farm to the new Honor Farm Jail Bed Replacement Project at the Public Safety Center.

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All Sheriff's Office staff will be relocated to posts within the County Jail system including at the Men's Downtown Jail or Public Safety Center. The new 192 bed Honor Farm Jail Bed Replacement Facility will open for staff and inmates in Fall of 2013. To facilitate the transition between the old Honor Farm facility and the New Replacement Facility, it is recommended to add one Deputy Sheriff Custodial position to the Sheriff Detention budget. This position will complete the transition and decommissioning of the old Honor Farm and then provide day-to-day support for the Public Safety Center Expansion project. This position will be funded initially from the Honor Farm fire insurance proceeds, the Public Safety Center Expansion project budget. Upon completion of the project, it is anticipated that the position will be funded from AB 109 funding.

- *Authorize the Project Manager to issue a Request for Proposals for expert consulting services for the planning for the decommissioning of the Honor Farm at 8224 W. Grayson Road, Modesto, California.*

Staff is recommending an expert be retained to develop a plan for the decommissioning of the Honor Farm at 8224 W. Grayson Road, Modesto to economize the County's Public Safety Detention Services to two sites instead of three. The two remaining sites will be the Men's Downtown Jail and the Public Safety Center in Ceres, California. Closure of the Honor Farm will produce cost savings for the County in the form of transportation, care of inmates and security at this facility due to its rural location and aging condition. Additionally, the ongoing costs of maintenance and upkeep for this aging County jail facility can be reduced with closure.

The Project Team, which includes the Chief Executive Office, Risk Management, Sheriff's Office, General Services Agency, Department of Environmental Resources, Department of Parks & Recreation and Planning and Community Development, will begin coordination for the shutdown and closure of Honor Farm at 8224 W. Grayson Road, Modesto as a County jail. The closure and transition of this facility is sought prior to the opening of the Honor Farm Jail Bed Replacement at the Public Safety Center scheduled for Fall of 2013 to allow for the transition of both the emergency generator to the new site and the existing staff to the new facility.

Decommissioning of the Honor Farm at 8224 W. Grayson Road will follow shortly after the Sheriff's Office transition. Due to the likelihood of theft and vandalism of the vacant buildings at the Honor Farm site, the Project Manager is suggesting the County take action after it is vacated to seek remediation, re-use decisions and possible demolition and site clearance. Additionally, the on-site waste water treatment plant (WWTP), unused water wells and utilities will be decommissioned. The Sheriff's Office shooting range located at Laird Park will also be officially closed.

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The Project Manager is seeking authorization from the Board of Supervisors to issue a Request for Proposals to hire an expert to provide plans and close-out consulting services for the facility. Staff will return to the Board of Supervisors after proposals are received and evaluated with a recommendation for an expert consulting firm.

- *Authorize the Project Manager to plan and conduct appropriate public dedication ceremonies for the Honor Farm Jail Bed Replacement Project, currently under construction, with the ceremonies to occur on September 10, 2013.*

The 192 Bed Honor Replacement Project is on schedule, under budget and will be complete in August, 2013. A dedication ceremony is planned for September 10, 2013 and occupancy will immediately follow. The General Contractor, Diede Construction has done an outstanding job on the construction effort that is moving quickly toward final completion.

Schedule

The Project Team plans to return to the Board of Supervisors in August 2013 to request approval of Schematic Design of the Programs/Day Reporting Facility at the Public Safety Center, provide an update on the design of the Housing Units and Intake/Transportation/Release Facility, and request approval to complete design of the Public Safety Center Expansion Projects. The Project Team anticipates completing negotiations of the Ground Lease, including the Easement Agreement, and the Right of Entry for Construction Agreement in August 2013. The Project Team projects completing the design for all three Projects in Winter 2013. Construction completion is anticipated in the Summer of 2016. Finally, the infusion of over \$70 million construction dollars into our economy will have a positive and welcomed economic benefit locally.

The Project Team is also planning for the closure of the Honor Farm at 8224 W. Grayson Road, Modesto beginning on August 1, 2013. Decommissioning of the Honor Farm site will continue through the Fall of 2013 to eliminate any liabilities and potential for theft and vandalism at the site. The new Honor Farm Jail Bed Replacement Project at the Public Safety Center is scheduled to open in Fall 2013 to inmates and staff. The Project Manager is seeking approval from the Board of Supervisors to plan and host a public dedication ceremony on September 10, 2013 as part of this item.

POLICY ISSUES:

All of the actions in this item will advance the Board of Supervisors' priority of A Safe Community by increasing detention capacity to meet projected needs and minimize use of alternatives to incarceration for potentially dangerous criminals. These actions also

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support the Board's priority of the Efficient Delivery of Public Services in pursuing State funds by leveraging limited County resources effectively.

STAFFING IMPACTS:

The Honor Farm Jail Bed Replacement Project, consisting of 192 beds, will be open for staff and inmates in Fall of 2013. As previously reported to the Board of Supervisors in July 2012, the Honor Farm currently houses 86 inmates who are overseen by 16.5 allocated positions with an operational cost of \$1,859,000 annually to fund these positions.

In order to ensure a smooth transition from the old Honor Farm facility to the new Replacement Unit located at the PSC, and to provide day-to-day support to the AB 900 Phase II projects, one Deputy Sheriff Custodial position is recommended to be added to the Sheriff Detention budget, estimated at \$103,104 annually. This position will be funded from the Honor Farm fire insurance proceeds and the Jail Expansion project budget. Upon completion of the Jail Expansion projects in Fiscal Year 2016-2017, it is anticipated that this position will be funded from AB 109 funding.

The Community Corrections Phase II Plan funded through State Public Safety (Corrections) Realignment with the passage of Assembly Bill 109 (AB 109) will provide funding to reopen 72 beds that were closed as a result of budget reductions implemented in the prior fiscal year. As a result of this additional funding, the Sheriff requested to add back 6.84 positions during the Fiscal Year 2011-2012 at a total estimated annual cost of \$735,040 to be completely funded by AB 109.

As previously reported to the Board of Supervisors, with the full build out of a replacement facility at the Public Safety Center, and the closure of the Honor Farm in August 2013, staff believes the transfer of the existing 16.5 positions funded by existing appropriations in the Sheriff Detention budget of \$1.83 million, and the reallocation of the 6.84 positions at a total estimated annual cost of \$735,040 completely funded by AB 109 and will together be sufficient to staff the replacement 192 bed facility.

It is anticipated this staffing pattern will provide the supervision necessary to maintain span of control and to ensure that transportation and administrative services required outside the new 192 bed replacement facility and beyond the management required if simply monitored by Public Safety Center staff.

As previously reported relating to the Public Safety Center Jail Expansion, the cost to operate and staff the additional 456 beds and the associated facilities is considerable. AB 900 Phase II funding includes the provision that the County is not obligated to fully staff the new facilities upon opening; staff believes it will implement a flexible strategy to

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maximize all available tools and resources that will allow the County to house inmates given available funding.

Upon construction completion, the staffing and transition to the new jail facilities will be phased based on the County's economic recovery. The inclusion of a Programs/Day Reporting Center is intentionally in the Project Scope to provide alternatives to incarceration and allow the transition from existing facility beds to the new beds, in addition to the new beds that will be constructed and minimize additional operating costs. The Community Corrections Partnership (CCP) funding will be a key resource in meeting the increased cost to operate these new facilities.

Now that the County has been awarded \$80 million for new jail construction, and when the plan is fully implemented to include those components funded by AB 900 Phase II, if fully staffed, consistent with the Crout and Sida Criminal Justice Consultants staffing plan recommendations, 72.38 additional positions may be needed at an increased General Fund obligation of approximately \$7.7 million.

The Companion Facility and corresponding functions constructed by Public Facilities Fees, if fully staffed, consistent with the Crout and Sida Criminal Justice Consultants staffing plan recommendations, 21.95 additional positions may be needed at an increased General Fund obligation of approximately \$2.3 million

It is anticipated this staffing pattern will provide the supervision necessary to maintain the span of control and to ensure that transportation and administrative services required outside the new 456 beds and beyond the management required if simply monitored by Public Safety Center staff. The County's long-range financial model will forecast the additional costs starting in Fiscal Year 2016-2017.

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

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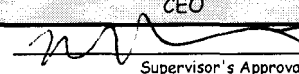
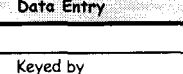
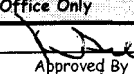
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Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Adjust budget for architectural design services as submitted to BOS on June 18, 2013

Requesting Department		CEO	Data Entry	Auditors Office Only
Cynthia Thomlison	 Supervisor's Approval	 Keyed by	 Approved By	
Prepared by			Date	Date
6/13/2013	6-14-13			6/18/13
Date	Date	Date	Date	Date

Database
Balance Type
Data Access Set

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Budget
County of Stanislaus

DO NOT CHANGE
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Ledger
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Batch Name
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Journal Description
Journal Reference
Organization
Chart Of Accounts

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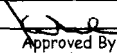
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Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

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Requesting Department		Data Entry		Auditors Office Only	
Cynthia Thomlison	 Supervisor's Approval	Keyed by	Prepared By 		
Prepared by 6/13/2013		Date 6/13/13	Date	Date 6/14/13	Approved By

**STANISLAUS COUNTY
Professional Services Agreement**

with

HOK

for

BRIDGING ARCHITECTURAL SERVICES

for

**PROJECT TWO OF THE
PUBLIC SAFETY CENTER JAIL EXPANSION PROJECT**

Ceres, California

June 18, 2013

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF STANISLAUS AND HOK**

This Professional Services Agreement (the “**Agreement**”) is dated June 18, 2013 and is by and between the County of Stanislaus, a political subdivision of the State of California (“**County**”) and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California (“**HOK**” or “**Bridging Architect**”) relating to Architectural Design Services for Project Two of the Stanislaus County Public Safety Center Jail Expansion Project.

Recitals

WHEREAS, County wishes to retain Bridging Architect to provide architectural, engineering and related services for Project Two of its Public Safety Center Jail Expansion Project;

WHEREAS, Bridging Architect 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:

AGREEMENT

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> (Services to be Provided by Bridging Architect), <u>Appendix B</u> (Payments to Bridging Architect), <u>Appendix C</u> (Milestone Schedule), <u>Appendix D</u> (Deliverables), <u>Appendix E</u> (Insurance), and <u>Appendix F</u> (Bridging Architect’s Staffing Plan) attached hereto.
“Bridging Architect”	HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California, One Bush Street, Suite 200, San Francisco, CA 94104, 415-243-0555, (415) 882-7763 (Fax), www.hok.com
“County”	County of Stanislaus
“Project”	Project Two of the Public Safety Center Jail Expansion Project described in <u>Appendix A</u> , Services to be Provided by Bridging Architect.
“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 Architect’s consultants, subconsultants, contractors and subcontractors, of any tier.

2. Term of Agreement

2.1 All work comprising the Services shall be deemed performed under this Agreement. This Agreement shall conclude upon the completion of the Project.

3. Services Bridging Architect Agrees to Perform

3.1 Bridging Architect shall perform all Services described in Appendix A, Services to be Provided by Bridging Architect, attached hereto and incorporated by reference as though fully set forth herein.

3.2 Bridging Architect shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix C. Bridging Architect agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for County's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and Services. Bridging Architect shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an Excusable Event causes delay ("**Excusable Delay**"), and unless Bridging Architect gives written notice of the Excusable Event and requests a time extension within twenty one (21) days of the occurrence of the Excusable Event. ("**Excusable Events**" shall be limited to acts of neglect by County or County's agents, contractors or consultants when acting at County's direction, breaches of this Agreement by County, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Bridging Architect's reasonable control.) If the period of Excusable Delay caused by an Excusable Event concurs with an Bridging Architect-caused or other nonexcusable delay, County may (but shall not be required to) grant a time extension without compensation.

3.3 Bridging Architect may recover extra costs resulting from Excusable Delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Bridging Architect as a direct result of the delay and not otherwise within Bridging Architect's scope of Services, and (iii) are documented to County's satisfaction. (For example, and not by way of limitation, contract punchlist and final inspection Services, when performed no more than twice, and Services related to correcting deficiencies in Bridging Architect's work, shall be within Basic Services and not entitle Bridging Architect to extra costs or Additional Services.)

3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Bridging Architect shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

4. Compensation

4.1 County shall pay Bridging Architect compensation according to the Compensation Schedule established in Appendix B, "Payments to Bridging Architect". County shall pay Bridging Architect in monthly payments for Services in an amount which the County, in its sole discretion, concludes is the value of the Services which have been properly performed as of the last day of the immediately preceding month and is invoiced and due under Appendix B. Payment shall be less retention in accordance with Civil Code Section 3320, reference paragraph 4.6.

4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Bridging Architect for any payment period on the Project, until County receives all deliverables required under Appendix D, "Deliverables", for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Bridging Architect has partially completed one or more deliverables due during a payment period, and if Bridging Architect demonstrates diligent progress thereon, then County may make a partial progress payment

based upon Bridging Architect's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County. County shall not be liable for, and Bridging Architect shall not be entitled to, any payment for Services performed before this Agreement's execution. Bridging Architect shall be entitled to compensation retroactively once Agreement is fully executed and provided said Services are included within Bridging Architect's Scope of Services.

- 4.3 County will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amounts(s) upon County's receipt of any requested documentation verifying the claimed amount(s) and County's determination that the amount is due under the terms of this Agreement. County shall advise Bridging Architect, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of County including, without limitation, Bridging Architect's transmittal of all deliverables to County required by Appendix A, Services to be Provided by Bridging Architect.
- 4.4 Invoices furnished by Bridging Architect under this Agreement must be in a form acceptable to County. All amounts paid by County to Bridging Architect shall be subject to audit by County. Payment shall be made by County to Bridging Architect at the address stated in Paragraph 6.1 below.
- 4.5 County may set off against payments due Bridging Architect under this Agreement any sums that County determines that Bridging Architect owes to County because of Bridging Architect's errors, omissions, breaches of this Agreement, delays or other acts that caused County monetary damages. Prior to exercising such right, County must demand and attend mediation pursuant to Paragraph 23.3 below of this Agreement, to be attended by County, Bridging Architect, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the County's demand, then the Stanislaus County Superior Court may upon application by any party make such selection for the parties. If a party other than County refuses to mediate under this Paragraph 4.5, then County shall have satisfied its obligations under this Paragraph.
- 4.6 Retention: The County shall pay the Bridging Architect for Services rendered in an amount not to exceed the option totals set forth in Appendix B Section 2.2, less 5% retention in accordance with Civil Code Section 3320. County and Bridging Architect may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention shall be released upon award of the design build construction contract.
- 4.7 Additional Services during the Construction Phase: If requested in writing by the County, the Bridging Architect may be required to perform work during the construction phase of the project. If additional services are required by the County, the County will issue a work authorization describing the additional work. The Bridging Architect will be compensated for the additional on an hourly rate basis.

5. Maximum Costs

- 5.1 County's obligation hereunder shall not at any time exceed the amount approved by County's Board of Supervisors and approved by The County for payment to the Bridging Architect pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, County has not authorized its Supervisors, employees, officers and agents to request Bridging Architect to perform Services or to provide materials, equipment and supplies that would result in Bridging Architect performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the County

amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

5.3 County shall not reimburse Bridging Architect for Services, materials, equipment or supplies provided by Bridging Architect beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

6.1 For purposes of this Agreement, except for notices specified under Paragraph 18 below, County and Bridging Architect shall direct all communications to each other as follows:

County

*Patricia Hill Thomas
Chief Operations Officer
1010 10th Street, Suite 6800
Modesto, CA 95354
thomasp@stancounty.com*

Bridging Architect

*Jeff Goodale
Senior Vice President / Justice Director
60 East Van Buren Street, 14th Floor
Chicago, IL 60605
jeff.goodale@hok.com*

6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Bridging Architect. Bridging Architect shall conform with County's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County's request, shall be supervised by Bridging Architect.

6.3 Bridging Architect agrees that tasks will be performed and the entities assigned to the Project will be those listed in its proposal dated May 20, 2013, Exhibit 1 to Appendix F.

6.4 Bridging Architect agrees that should any of its personnel not continue their assignments on the Project during the entire term of this Agreement, then Bridging Architect shall not charge County for the cost of training or "bringing up to speed" replacement personnel. County may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Bridging Architect's cost.

7. Role of Bridging Architect.

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

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

8. Representations

8.1 Bridging Architect represents that it has reviewed Appendix A, Services to be Provided by Bridging Architect, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule

established in Appendix B, Payments to Bridging Architect, and within the times specified in the Milestone Schedule.

- 8.2 Bridging Architect represents that it is qualified to perform the Services and that it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Bridging Architect also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- 8.3 Bridging Architect represents that it and its Subconsultants have specialized expertise in designing facilities similar to those intended for the Project. Subconsultants' Statements of Qualification, is incorporated herein by reference. Bridging Architect agrees that the Services shall be performed in a manner that conforms to the standards of professional practice observed by a specialist in performing services pertaining to adult detention facilities similar to the Services ("**Standard of Care**"). Bridging Architect agrees that for a period of one year after the completion of the Services it will re-perform or replace any part or all of the Services deemed by County to be defective and/or not meeting the above standard.
- 8.4 The granting of any progress payment by County, or the receipt thereof by Bridging Architect, or any inspection, review, approval or oral statement by any representative of County or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 8 or lessen the liability of Bridging Architect for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

9. Indemnification and General Liability

- 9.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Bridging Architect shall defend (including providing legal counsel reasonably acceptable to County at no cost to County), indemnify and hold harmless State of California, County and its Supervisors, officers, agents, departments, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Bridging Architect or its Subconsultants), expense and liability of every kind, nature and description, at law or equity, that arise 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 Bridging Architect, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.
- 9.2 Bridging Architect shall defend (including providing legal counsel reasonably acceptable to County at no cost to County), 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 County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.
- 9.3 County shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Bridging Architect for damages resulting from the negligence of the general contractor and its subcontractors. County shall also include a provision in the construction contract with the general contractor on the Project requiring the general contractor to name Bridging Architect as an additional insured on its Comprehensive General Liability insurance

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coverage. If the Bridging Architect has the opportunity to review the construction contract prior to bidding, the risk of an inadvertent omission of such provisions is on Bridging Architect.

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

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

10. Liability of County

10.1 Except as provided in Appendix A, Services to be Provided by Bridging Architect and Appendix E, Insurance, County's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 3, 4 and 5 of this Agreement.

10.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

10.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Bridging Architect, or by any of its employees, even though such equipment be furnished, rented or loaned to Bridging Architect by County. The acceptance or use of such equipment by Bridging Architect or any of its employees shall be construed to mean that Bridging Architect accepts full responsibility for and shall exonerate, indemnify, defend and save harmless County from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Bridging Architect, its employees, County employees or third parties, or to property belonging to any of the above.

10.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which County or Bridging Architect may have under this Agreement or any applicable law. All rights and remedies of County or Bridging Architect, whether under this Agreement or other applicable law, shall be cumulative.

11. Independent Contractor; Payment of Taxes and Other Expenses

11.1 Bridging Architect shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Bridging Architect performs the Services required of Bridging Architect by the terms of this Agreement. Bridging Architect shall be fully liable for the acts and omissions of it its Subconsultants, its employees and its agents.

11.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Bridging Architect. Bridging Architect acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers' compensation, pension, health, insurance or other benefits.

- 11.3 Bridging Architect shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 11.4 Bridging Architect shall make its designated representative available as much as reasonably possible to County staff during the County's normal working hours or as otherwise requested by County. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Bridging Architect's Services only and not as to the means by which such a result is obtained.

12. Insurance

- 12.1 Prior to execution of this Agreement, Bridging Architect shall furnish to County Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix E, Insurance, which is attached and made a part of this Agreement. Bridging Architect shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in Appendix E. In the event Bridging Architect fails to maintain any required insurance, and notwithstanding Paragraph 4.5 above, County may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Bridging Architect under this Agreement (or Bridging Architect shall promptly reimburse County for such expense).

13. Suspension of Services

- 13.1 County may, without cause, order Bridging Architect to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as County may determine in its sole discretion. County shall deliver to Bridging Architect written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Bridging Architect shall be compensated for such delay to the extent provided under this Agreement.
- 13.2 Notwithstanding anything to the contrary contained in this Paragraph 13, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Bridging Architect is responsible.

14. Termination of Agreement for Cause

- 14.1 If at any time County believes Bridging Architect may not be adequately performing its obligations under this Agreement, that Bridging Architect may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Bridging Architect's performance, County may request from Bridging Architect prompt written assurances of performance and a written plan, acceptable to County, to correct the observed deficiencies in Bridging Architect's performance ("**Cure Plan**"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Bridging Architect shall provide such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. Bridging Architect acknowledges and agrees that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.
- 14.2 Bridging Architect shall be in default of this Agreement and County may, in addition to any other legal or equitable remedies available to County, terminate Bridging Architect's right to proceed under the Agreement, in whole or in part, for cause:

- a. Should Bridging Architect make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Bridging Architect in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Bridging Architect or of all or any substantial part of the properties of Bridging Architect, or if Bridging Architect, its directors or shareholders, take action to dissolve or liquidate Bridging Architect; or
- b. Should Bridging Architect commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from County to Bridging Architect demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Bridging Architect to avail itself of this time period in excess of ten (10) calendar days, Bridging Architect must provide County within the ten (10) calendar day period a written Cure Plan acceptable to County to cure said breach, and then Bridging Architect must diligently commence and continue such cure according to the written Cure Plan); or
- c. Should Bridging Architect violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) calendar days of the date of the notice from County to Bridging Architect demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Bridging Architect to avail itself of this time period in excess of ten (10) calendar days, Bridging Architect must provide County within the ten (10) calendar day period a written Cure Plan acceptable to County, and then Bridging Architect must diligently commence and continue performance of such cure according to the written Cure Plan.)

14.3 In the event of termination by County as provided herein for cause:

- a. County shall compensate Bridging Architect for the value of the Services delivered to County upon termination as determined in accordance with the Agreement, subject to all rights of offset and backcharges, but County shall not compensate Bridging Architect for its costs in terminating the Services or any cancellation charges owed to third parties;
- b. Bridging Architect shall deliver to County possession of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- c. Bridging Architect shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that County may have to claim and recover damages for any breach of this Agreement, but rather, Bridging Architect shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Agreement, including without limitation Bridging Architect County's costs incurred in connection with finding a replacement.

14.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 15 below, and Bridging Architect shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Bridging Architect.

15. Termination of Agreement for Convenience

15.1 County may terminate performance of the Services under the Agreement in accordance with this Paragraph 15 in whole, or from time to time in part, whenever County shall determine that termination is in the County's best interests. Termination shall be effected by County delivering to Bridging Architect, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination ("**Notice of Termination**") specifying the extent to which performance of the Services under the Agreement is terminated.

15.2 After receipt of a Notice of Termination, and except as otherwise directed by County, Bridging Architect shall:

- a. Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
- d. Assign to County in the manner, at times, and to the extent directed by County, all right, title, and interest of Bridging Architect under orders and subcontracts so terminated. County shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to the extent County may require. County's approval or ratification shall be final for purposes of this clause;
- f. Transfer title and possession of Bridging Architect's and Bridging Architect's subconsultants' work product to County, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by County, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in hard-copy and electronic CAD, PDF, and Microsoft Word format, all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to County; County acknowledges that said documents were prepared for the purpose of the Project.
- g. Use its best efforts to assist County in selling, in the manner, at times, to the extent, and at a price or prices that County directs or authorizes, any property of the types referred to in Paragraph 15.2.f. above, but Bridging Architect shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by County. All proceeds from the foregoing shall be applied to reduce payments to be made by County to Bridging Architect under this Agreement, shall otherwise be credited to

the price or cost of Services covered by this Agreement or be paid in such other manner as County may direct;

- h. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
- i. Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Bridging Architect's possession and in which County has or may acquire an interest.

15.3 After receiving a Notice of Termination, Bridging Architect shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Bridging Architect's written request made within such three month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three month period or extension. If Bridging Architect fails to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to Bridging Architect because of the termination. County shall then pay to Bridging Architect the amount so determined.

15.4 Subject to provisions of Paragraph 15.3 above, Bridging Architect and County may agree upon the whole or part of the amount or amounts to be paid to Bridging Architect because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Bridging Architect shall be paid the agreed amount.

15.5 If Bridging Architect and County fail, under Paragraph 15.4 above, to agree on the whole amount to be paid to Bridging Architect because of termination of Services under this Paragraph 15.5, then Bridging Architect's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:

- a. Reasonable value of Bridging Architect's Services performed prior to Notice of Termination, based on Bridging Architect's entitlement to compensation under Appendix B, Payments to Bridging Architect. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Bridging Architect, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of ten (10) percent of Bridging Architect's total costs of performing the Services.
- b. When, in opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Bridging Architect's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.
- c. Reasonable cost to Bridging Architect of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.

- 15.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Bridging Architect (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 15.5 above.
- 15.7 This Paragraph shall not prohibit Bridging Architect from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 15.2 above or costs authorized by County to settle claims from Subconsultants.
- 15.8 In arriving at amount due Bridging Architect under this Paragraph 15.5, there shall be deducted:
- a. All unliquidated advance or other payments on account theretofore made to Bridging Architect, applicable to the terminated portion of Agreement,
 - b. Any substantiated claim that County may have against Bridging Architect in connection with this Agreement, and
 - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Bridging Architect or sold under the provisions of this Paragraph 15.5, and not otherwise recovered by or credited to County.
- 15.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Bridging Architect may file with County a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. County may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of County and Bridging Architect to agree upon amount or amounts to be paid to Bridging Architect for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit County's rights and remedies pursuant to this Agreement or at law.

16. Conflicts of Interest/Other Agreements

- 16.1 Bridging Architect represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.
- 16.2 Bridging Architect represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Bridging Architect believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Bridging Architect shall comply with the County's conflict of interest codes and their reporting requirements.

Bridging Architect covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Bridging Architect represents to and agrees with the County that Bridging Architect has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the County the Services hereunder and any interest Bridging Architect may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife,

environmental or regulatory agency) that has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County.

17. Proprietary or Confidential Information of County; Publicity

- 17.1 Bridging Architect acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Bridging Architect may have access to private or confidential information that may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Bridging Architect agrees that all private, confidential, or proprietary information disclosed by County to or discovered by Bridging Architect in the performance of its Services shall be held in strict confidence and used only in performance of the Agreement. Bridging Architect shall exercise the same standard of care to protect such information as a reasonably prudent Bridging Architect would use to protect its own proprietary data, and shall not accept employment adverse to the County's interests where such confidential information could be used adversely to the County's interests. Bridging Architect shall notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Bridging Architect during the performance of or in connection with the Services pursuant to this Agreement.
- 17.2 Any publicity or press releases with respect to the Project or Services shall be under the County's sole discretion and control. Bridging Architect shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without County's prior written consent. Bridging Architect shall have the right, however, without County's further consent, to include representations of Services among Bridging Architect's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 17.3 The provisions of this Paragraph 17 shall remain fully effective indefinitely after termination of Services to the County hereunder.

18. Notices to the Parties

- 18.1 All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.
- 18.2 Notice shall be sufficiently given for all purposes as follows:
- a. When personally delivered to the recipient, notice is effective on delivery.
 - b. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - c. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - d. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 18.
- 18.3 Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

18.4 Addresses for the purpose of giving notice are set forth in Paragraph 6.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 18.

19. Ownership of Results/Work for Hire

19.1 Any interest (including, but not limited to, property interests and copyright interests) of Bridging Architect or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Bridging Architect or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to County upon their creation. Bridging Architect may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Bridging Architect's activities, Bridging Architect shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions of the information contained in them which is incidental to the overall design of any Project.

19.2 Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Bridging Architect or its Subconsultants in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of County. In the event that it is ever determined that any works created by Bridging Architect or its Subconsultants under this Agreement are not Works for Hire under U.S. law, Bridging Architect hereby assigns to County all copyrights to such works. With County's prior written approval, Bridging Architect may retain and use copies of such works for reference and as documentation of its experience and capabilities.

19.3 Both parties understand and agree that County must comply with the California Public Records Act ("Act"). If Bridging Architect believes that any document or information furnished to County in connection with Bridging Architect's performance of Services is exempt from public disclosure under the Act, it shall so advise County in writing at the time the document or information is furnished.

20. Audit and Inspection Records

20.1 Bridging Architect shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Bridging Architect during the course of performing the Services and providing services with respect to any Project, for a period of at least five years following final completion and acceptance of the last Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Bridging Architect's personnel costs, Bridging Architect costs, and reimbursable expenses pertaining to both Basic Services, or Additional Services shall be kept on a generally recognized accounting basis, and shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Bridging Architect shall not destroy any Project records until after advising County and allowing County to accept and store the records.

- 20.2 Bridging Architect shall maintain full and adequate records in accordance with County requirements to show actual costs incurred by Bridging Architect in its performance of this Agreement, and to make available to County during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to County or relative to Bridging Architect's activities under this Agreement. Bridging Architect will furnish to County, its authorized agents, officers and employees such other evidence or information as County may request with regard to any such expenditure or disbursement charged by Bridging Architect. Bridging Architect will, within seven (7) calendar days from the date of County's written request, permit County, and County's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.
- 20.3 Bridging Architect shall maintain all items described in this Paragraph 20 in an accessible location and condition for a period of not less than five years after final completion and acceptance of the last Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Bridging Architect within a radius of fifty (50) miles from County's offices at Modesto, California, Bridging Architect shall, upon County's request and at Bridging Architect's sole cost and expense, make such items available to County, and County's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Bridging Architect shall pay County its reasonable and necessary costs incurred in inspecting Bridging Architect's books and records including, but not limited to, travel, lodging and subsistence costs. The State of California and any other governmental agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Paragraph.
- 20.4 The rights and obligations established pursuant to this Paragraph shall be specifically enforceable and survive termination of this Agreement.

21. Subcontracting/Assignment/County Employees

- 21.1 Bridging Architect and County agree that Bridging Architect's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Bridging Architect under this Agreement are personal in character. Therefore, Bridging Architect shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 21.1 shall confer no rights on any party and shall be null and void.
- 21.2 Bridging Architect shall use the Subconsultants identified in this Agreement or an Exhibit hereto and shall not substitute Subconsultants unless approved by written instrument executed and approved by the County in writing.
- 21.3 To the extent Bridging Architect is permitted by County in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder, Bridging Architect shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code, Section 3321). Bridging Architect shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged it the acts and omissions directly.
- 21.4 Bridging Architect shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

22. Other Obligations

- 22.1 Discrimination, Equal Employment Opportunity and Business Practices. Bridging Architect shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Bridging Architect shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. With respect to the provision of employee benefits, Bridging Architect shall comply with Stanislaus County Code of Ordinances Chapter 2.84 titled "Contracts – Equal Benefits," which prohibits contractors (as defined in that ordinance) from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- 22.2 Drug-Free Workplace Policy. Bridging Architect acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on County premises. Bridging Architect agrees that any violation of this prohibition by Bridging Architect, its employees, agents or assigns shall be deemed a material breach of this Agreement.
- 22.3 Compliance with Americans with Disabilities Act and Rehabilitation Act. Bridging Architect acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Bridging Architect shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Bridging Architect agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Bridging Architect, its employees, agents or assigns shall constitute a material breach of this Agreement. Bridging Architect shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- 22.4 Employee Jury Service Ordinance. Bridging Architect shall comply with Stanislaus County Code of Ordinances Chapter 2.85 titled "Contractor Employee Jury Service" with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Bridging Architect, on an annual basis, no less than five days of regular pay for actual jury service in Stanislaus County. The policy may provide that employees deposit any fees received for such jury service with the Bridging Architect or that the Bridging Architect deduct from the employees' regular pay the fees received for jury service.
- 22.5 Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Bridging Architect to penalties, to be determined by County's County Manager ("County Manager"), including but not limited to: (a) termination of this Agreement; (b) disqualification of the Bridging Architect from bidding on or being awarded a County contract for a period of up to 3 years; (c) liquidated damages of \$2,500 per violation; and/or (d) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager. To effectuate the provisions of this section, the County Manager shall have the authority to examine Bridging Architect's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Bridging Architect under this Agreement or any other agreement between Bridging Architect and County. Bridging Architect shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any

and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Bridging Architect that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Bridging Architect shall provide County with a copy of its response to the complaint when filed.

23. Disputes

- 23.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Project Manager and a principal of the Bridging Architect who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party, and a meeting between the Project Manager and principal of the Bridging Architect shall then take place within five (5) days of the date of the request.
- 23.2 Provided that County continues to compensate Bridging Architect in accordance with this Agreement, Bridging Architect shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Bridging Architect to discontinue Services during the course of any dispute. Bridging Architect's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Bridging Architect agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, but not limited to, the time to complete the Services. Bridging Architect also agrees that should Bridging Architect discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.
- 23.3 In the event of claims exceeding **\$50,000**, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS, in San Francisco, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Stanislaus County Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et. seq., and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

24. Agreement Made in California; Venue

- 24.1 This Agreement shall be deemed to have been executed in the City of Modesto, County of Stanislaus. The formation, interpretation and performance 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 disputes or litigation arising out of this Agreement shall be in the Superior Court of the County of Stanislaus unless the parties agree otherwise in a written amendment to this Agreement.
- 24.2 The parties shall execute **four** originals of this Agreement, each of which shall be deemed originals.

25. Compliance with Laws

- 25.1 Bridging Architect shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Bridging Architect shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

25.2 Bridging Architect represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations and be consistent with the Standard of Care.

26. Miscellaneous

26.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.

26.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by County of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Paragraph 26.2 shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.

26.3 Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions 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. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.

26.4 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 performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, 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 term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

26.5 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.

27. Entire Agreement; Modifications

27.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.

- 27.2 To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.
- 27.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both County and Bridging Architect expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 27.4 Bridging Architect, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Bridging Architect shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Bridging Architect's price proposals.
- 27.5 Bridging Architect and its Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 27.6 Changes in the Services made pursuant to this Paragraph 27 and extensions of the Agreement time necessary by reason thereof shall not in any way release Bridging Architect's representations and agreements pursuant to this Agreement.
- 27.7 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

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

"County"

COUNTY OF STANISLAUS

By: [Signature]
 Its: Chief Operations Officer

"Bridging Architect"

HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California

By: [Signature]
 Its: Senior Vice President
 By: [Signature]
 Its: VICE PRESIDENT

Approved as to Form:

Date: 6/19/13

By: 
John P. Doering, County Counsel

SERVICES TO BE PROVIDED BY BRIDGING ARCHITECT

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APPENDIX A

SERVICES TO BE PROVIDED BY BRIDGING ARCHITECT

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated June 18, 2013, between the County of Stanislaus (the "**County**"), and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California ("**HOK**" or "**Bridging Architect**") providing for professional services for Project Two of the County's Public Safety Center Jail Expansion Project.

1. Conceptual Program and Project Under this Agreement

1.1 The County's Public Safety Center Jail Expansion Project is comprised of three Projects, described as follows:

1.1.1. Project One Of The Jail Expansion Project:

For Project One of the Jail Expansion Project, the County selected the components most necessary to provide a safe, secure environment for today's Jail population. The following is a list of those components:

- Two 192-Bed Maximum Security Housing Units
- One 72-Bed Medical/Mental Health Housing Unit
- Health Services Space
- Security Administration Space
- Central Control Space
- Video Visitation for Inmates

1.1.2 Project Two of the Jail Expansion Project:

For Project Two of the Jail Expansion Project, the County chose the Day Reporting Facility.

1.1.3 Project Three of the Jail Expansion Project:

For Project Three of the Jail Expansion Project, the County selected the components necessary to support the Expanded Public Safety Center. The following is a list of those components:

- Facility Administration
- Lobby
- Staff Support
- Intake/Release/Transportation including Inmate Property Storage

1.1.4. County anticipates that the construction will be performed by a Design Build Contractor ("Contractor") to be engaged by the County approximately 24 months after selection of Bridging Architect.

The scope of work of this Professional Services Agreement is Project Two of the County's Public Safety Center Jail Expansion Project.

1.2 Construction Budget

1.2.1 The Cost of Construction for Project One must be less than \$70.5 million (\$70,500,000 dollars) including loose furniture, design fees, and design and construction contingencies.

1.2.2 The Cost of Construction of Project Two utilizing a design-bid-build methodology must be less than \$4.5 million (\$4,500,000 dollars) including loose furniture, design fees, and design and construction contingencies. The Cost of Construction of Project Two utilizing a design-build methodology must be less than \$4.75 million (\$4,750,000 dollars) including loose furniture, design fees, and design and construction contingencies.

- 1.2.3 The Cost of Construction of Project Three must be less than \$20 million (\$20,000,000) dollars including loose furniture, design fees, design and construction contingencies.

1.3 Criteria Governing Bridging Architect's Services on Project

- 1.3.1 The Project shall be developed and designed in conformance with the Program Master Plan submitted to the Corrections Standards Authority ("CSA") by the County, a copy of which has been provided to the Bridging Architect.
- 1.3.2 The Project shall be developed and designed in close cooperation with the Capital Projects Divisions of the Chief Executive Office.. Bridging Architect acknowledges its obligation to work with, coordinate with, interface with, exchange ideas and design materials with, and otherwise cooperate and collaborate with Capital Projects, its independent consultants and operational matters throughout development and design of the Project.
- 1.3.3 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards, consistent with the standard of care of an Bridging Architect with experience in California adult detention facility design, and shall meet the criteria set forth below.
- 1.3.4 The Design Build Architect will be the Architect of Record.
- 1.3.5 The Design Build Architect will not be involved in the pre-construction phase.
- 1.3.6 Bridging Architect shall not, unless otherwise directed or permitted in writing by Project Manager, specify unique, innovative, proprietary or sole source equipment, systems or materials. Whenever a proprietary or sole source design or equipment is requested by Bridging Architect, Bridging Architect shall provide County with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. County will consider such report in making its decision. If requested by County, as Basic Services, Bridging Architect shall comment on any County-proposed unique, innovative, proprietary or sole source equipment, systems or materials.
- 1.3.7 Bridging Architect must coordinate with other consultants on the County's Capital Improvement Program, as directed by County's Representative, to specify designs, equipment and systems on a Program-wide basis to secure Program-wide efficiencies and economies in procurement and maintenance. Bridging Architect shall not have responsibility for the technical adequacy or accuracy of consultants separately engaged by County.

2. **Basic Services**

2.1 Scope

Basic Services shall include all the services and activities specified below and herein in Program Verification Phase, Schematic Design Phase, Bridging Document Phase, Procurement Phase, Design-Build Phase, Project Completion Phase, and Cooperation and Coordination. The County may request additional services in writing from the Bridging Architect. If the County requests such additional assistance the County will reimburse the Bridging Architect

2.2 General Description and Requirements

- 2.2.1 Services performed by Bridging Architect shall conform to the requirements of the laws of the State of California applicable to construction of adult detention facilities, including, but not limited to, the requirements of the California Business and

Professions Code, the Minimum Standards for Adult Detention Facilities contained in Title 15, California Code of Regulations (“**CCR**”), the Minimum Standards for Adult Detention Facilities and the fire and life safety regulations contained in Title 19 and Title 24, Part 2, CCR, Title 8 (Cal OSHA), CCR, the California Penal Code, the California Public Contract Code, and the California Environmental Quality Act (CEQA) contained in California Public Resources Code Section 2100 *et seq.* and California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000 *et seq.* As referenced in those codes, “**Responsible Charge**” for the work shall be with a Licensed Bridging Architect or Registered Engineer in the State of California.

- 2.2.2 Plans, specifications, design calculations, Site data, and cost estimates, if any, required to be prepared by Bridging Architect shall be prepared by licensed personnel or personnel under the direction of licensed personnel, as required by the California Public Contract Code and Code of Regulations, and such personnel shall also be in Responsible Charge of observation of the construction, as required by those codes.
- 2.2.3 Bridging Architect shall provide to County all professional architectural and engineering services necessary to perform the Services in all phases of the Project to which this Agreement applies. Services will include, but are not limited to, providing all professional architectural and engineering services necessary to perform the Services and complete Project to which this Agreement applies.
- 2.2.4 Bridging Architect shall have adequate personnel, facilities, equipment and supplies to complete Bridging Architect’s Services. Bridging Architect shall provide all materials to complete its services.
- 2.2.5 Bridging Architect shall engage all appropriate specialty Subconsultants as are necessary for proper completion of the Services, at the sole expense of Bridging Architect. Bridging Architect’s contracts with Subconsultants (and their contracts with their subconsultants) shall incorporate this contract by reference to the extent not inconsistent with Subconsultants’ scope of work. County shall have the right (but not the obligation) to approve specialty Subconsultants engaged by Bridging Architect as well as their form of contract, which approval shall not be unreasonably withheld.
- 2.2.6 Bridging Architect shall require each of its Subconsultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and that will indemnify and hold County harmless from any negligent errors or omissions of the Subconsultants.
- 2.2.7 To the extent necessary to complete its design services for the Project, Bridging Architect shall review, update and verify all as-built information supplied by County concerning existing structures, facilities and utilities. If such reviewing, verifying and updating requires extra cost not foreseeable upon signing this Agreement, then County shall pay Bridging Architect such actual costs.
- 2.2.8 Bridging Architect shall make any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Bridging Architect, at no additional cost to County. Bridging Architect shall make or cause to be made any and all corrections to said documents necessary to comply with the requirements of the California Code of Regulations applicable to adult detention facilities
- 2.2.9 Throughout Bridging Architect’s performance of the Services, Bridging Architect shall make written recommendations to County concerning any additional information necessary to complete the Services.
- 2.2.10 Bridging Architect shall provide County with written evaluations of the effect of any and all governmental and private regulations, licenses, patents, permits, and any

other type of applicable restriction and associated requirements on the Services and its incorporation into the Project.

2.2.11 Bridging Architect shall provide County with a copy of all written communications and submittals to third parties regarding this Project.

2.3 Coordination of Bridging Architectural and Engineering Subconsultants / Other Architectural and Engineering Disciplines

2.3.1 Bridging Architect shall fully coordinate all architectural and engineering disciplines and Subconsultants involved in completing the Services. Bridging Architect's Subconsultants shall fully coordinate with Bridging Architect and all architectural and engineering disciplines and Subconsultants involved in completing the Services. The objective of this coordination shall be the development of a design in which the work of Bridging Architect and each Subconsultant interfaces well and is properly coordinated, architecturally sound, and well-engineered, with details that work together with regard to all affected disciplines.

2.3.2 Bridging Architect shall coordinate its work on the Project with County personnel and work of other consultants on other projects in the Program (including Project Manager), as directed by Project Manager, as necessary to achieve desired Program-wide efficiencies in procurement and maintenance.

2.3.3 Bridging Architect shall immediately advise County in writing if any consultant fails in any manner to coordinate its work with Bridging Architect.

2.4 Coordination with Master Project Schedule and County Operations

2.4.1 Bridging Architect shall complete or cause to be completed all services required under this Agreement in accordance with the Master Schedule and Milestone Schedule to be developed by County.

2.4.2 For each phase of the Services under this Agreement, Bridging Architect shall prepare and submit for County's acceptance a task list identifying the principal tasks (and subtasks) defining the scope of work of each phase. The main purpose of the task list shall be to promote coordination and scheduling of the County and third parties whose actions might impact Bridging Architect's progress.

2.4.2.1 The task list shall list all points of County and third party interface, for example, approvals, reviews, design input and supplying information. The task list shall include a listing of Bridging Architect's anticipated specific requirements for information, decisions or documents from County necessary for Bridging Architect's performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project

2.4.3 For the Project, Bridging Architect shall prepare, submit for County's acceptance, and maintain a design schedule detailing Bridging Architect's scheduled performance of the Services. The schedule shall comply and coordinate with the County's Master Schedule and Milestone Schedule including all updates to the Master Schedule.

2.4.3.1 Bridging Architect shall submit a preliminary schedule within twenty (20) days of commencement of the Program Verification Phase (covering in summary fashion all Services of each phase of the Project).

2.4.3.2 For each succeeding phase of Services, Bridging Architect shall supplement this schedule with a detailed schedule covering by task (and subtask) Bridging Architect's work during the succeeding phase of Services. (The required schedule supplement shall be submitted as part of Bridging Architect's deliverables at the conclusion of the current phase of Services.)

- 2.4.4 Bridging Architect's schedule shall be updated monthly, and shall meet the following requirements:
 - 2.4.4.1 Bridging Architect's schedule shall outline dates and time periods for the delivery of Bridging Architect's services, requirements for information from County for the performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principal with County's sheriff's office and its subconsultants, CSA, State Fire Marshall, and any other agencies involved in the Project.
 - 2.4.4.2 The schedule shall include appropriate County, CSA, and State Fire Marshal design review durations for each contract package (in minimum durations of two (2) week for Schematic Phase and four weeks (4) for Bridging Documents Phase.
 - 2.4.4.3 The schedule shall be in a computer software format. If the software program is other than Primavera P6, provide the County with a copy and license for the software program being used.
- 2.4.5 Bridging Architect shall adjust and cause its Subconsultants to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the accepted schedules.
- 2.4.6 For the Project, Bridging Architect shall include in Bridging Architect's monthly progress report written recommendations regarding ongoing design, Project cost, Project scheduling, and any and all design changes affecting size or cost of the Project.
- 2.5 Deliverables Required Under This Agreement - Generally: Each deliverable shall be reviewed with representatives of County. Deficiencies in deliverables and modifications to conform with program requirements and modifications to achieve acceptability of deliverables to County, shall be promptly performed, and the cost thereof included in the fee for Basic Services.
- 2.6 Deliverables Required Under This Agreement - By Phase: Required Deliverables are listed in Appendix D.
- 2.7 Monthly Progress Report: Bridging Architect shall provide County with a Monthly Progress Report, in writing, reporting on Bridging Architect's progress and any problems in performing the Services of which Bridging Architect becomes aware. The Monthly Progress Report may cover more than one Project, provided it does so in separate sections. The Monthly Progress Report shall include, but is not limited to:
 - 2.7.1 A narrative of the work performed (including a list of any contract deliverables) and identification of areas of concern, actions and approvals needed.
 - 2.7.2 A schedule assessment and proposed ways to work around any problems that arise.
 - 2.7.3 Monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule.
 - 2.7.4 The original summary schedule as updated to reflect current progress, updates and revisions, submitted in both CD (three sets) and 8 1/2" x 11" bound hard copy forms (three sets).
 - 2.7.5 All written submittals prepared using Word **Microsoft Word** software program.
- 2.8 Compliance with Laws: Bridging Architect shall comply with the standard of care applicable to a specialist in design of adult detention facilities, regarding complying with all requirements of all applicable laws as if set forth in this Agreement, including without limitation California Administrative Code Title 24 (Public Works), Part 1 (Department of General Services), Chapter

13 (Administrative Regulations for the Corrections Standards Authority) (“Title 24”). Bridging Architect shall perform all duties that Title 24 imposes on adult detention facility project architects and engineers, including those summarized generally in Sections 13-102 and 470A of Title 24, all of which include, but are not limited to, the following:

- 2.8.1 Prepare all project designs to meet or exceed building standards set forth in Part 2, Title 24 of the California Administrative Code, which are minimum standards applicable to construction of adult detention facilities,; the State Fire Marshal, any other public authority with jurisdiction.
- 2.8.2 Coordinate and cooperate fully with County staff including County code review personnel, and any other authority with jurisdiction, to secure timely review and approval of Bridging Architect’s work.
- 2.8.3 Receive and act upon all technical correspondence from the authority(ies) having jurisdiction to the architect or engineer in general responsible charge of the Project.

3. Program Verification Phase

Initial Program Verification Efforts

- 3.1 The Bridging Architect will review the County’s Application for funds through the 2011 Local Jail Construction Financing Program AB – 900 Phase II.
- 3.2 Review and incorporate Program Master Plan submitted by County to CSA as required by Title 24, CCR.
- 3.3 Review County’s conceptual program for scope, coordination requirements, criteria, budget and constructibility. Prepare preliminary floor plans and site plans to test the programmed areas.
- 3.4 Prepare preliminary estimates of construction costs and times of completion for the Project. Review the project budget and will confirm in writing that the project can be designed and constructed within the amount budgeted for the project. Review the project time table and will confirm in writing that the project can be designed and constructed within the project time table.
- 3.5 Develop alternative conceptual plans and provide a general economic analysis of County’s program requirements applicable to various design alternatives including, but not limited to, structural, mechanical, electrical, plumbing, fire safety, electronics, and security systems. Include analyses of County’s program requirements.

Coordination Efforts

- 3.6 Bridging Architect acknowledges and agrees that coordination and information sharing between the different design professionals and projects which support the various phases of the Public Safety Center Jail Expansion Project will be critical to the overall success of each of the three component projects. Bridging Architect acknowledges and agrees that coordination of the three projects will be a necessity in ensuring the effective relationships of project members, tasks, and activities in terms of cooperation, integration and collaboration of their respective working environments.
- 3.7 Bridging Architect agrees to utilize a coordination process with the County and the other design professionals involved in the Public Safety Center Jail Expansion Project to strengthen the collaboration, integration, communication and coordination among the design professionals and the projects, thereby improving the effectiveness and efficiency of the overall Project and preventing conflicts of information and reducing duplicate information exchange, both of which waste time and money. A coordination process shall be developed and managed throughout design and construction to ensure Project success and to harmonize the planned design and construction efforts.

4. Schematic Design Phase

- 4.1 Period of Service: The services called for in the Schematic Design Phase will be completed and the required deliverables submitted within the stipulated period of time indicated in Appendix C, "Milestone Schedule". Written authorization to proceed with the Schematic Design Phase will be given at such time as County may direct.
- 4.2 Consultation with County
- 4.2.1 Consult with County to clarify and define the requirements for the Services and review available data.
- 4.2.2 Identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
- 4.3 Site Visit and Investigations
- 4.3.1 Investigate existing conditions through Site visits and otherwise, to determine scope of work and effects on design and construction. Obtain from County all available information on hazardous materials and advise County immediately of any other hazardous materials Bridging Architect has observed. (This paragraph does not impose on Bridging Architect any duty to locate hazardous materials.)
- 4.3.2 Advise Project Manager as to the necessity of obtaining additional information related to the Site, necessary for purposes of design. Such advice and statement of necessity shall be in writing and explain fully the considerations involved. Such information might include, without limitation and by way of example only: description of property boundaries or as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data logs of borings, etc.
- 4.3.3 Review information generated pursuant to Paragraphs 2.2.8, 4.3.2, and 4.4 of this Appendix A, and advise Project Manager whether such data is adequate for purposes of design. Determine if additional data is necessary because of apparent errors, conflicts, incomplete information or otherwise, before Bridging Architect can proceed with design.
- 4.4 Recommendations on Required Additional Information
- 4.4.1 Advise County as to the necessity of County's providing or obtaining from others available or additional information pertinent to the Project including previous reports, as built conditions, information, and any other data relative to design or construction of the Project.
- 4.4.2 Make recommendations on required additional information necessary to complete the design and complete the preliminary reports and schematic materials.
- 4.4.3 Additional information required by Bridging Architect under Paragraph 4.4.2 shall be secured by Bridging Architect as directed in writing by Project Manager and compensated as Additional Services pursuant to Paragraph 8.
- 4.5 Schematic Layouts, Sketches and Conceptual Design Criteria
- 4.5.1 Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.
- 4.5.2 Reports and exhibits shall incorporate program requirements and shall include structural concepts, Site utilization plans, floor plans, elevations, sections, study

perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until an acceptable design concept has been approved by County. Bridging Architects shall participate in weekly progress meetings with representatives of County and shall coordinate with Project Manager formal design presentations at times indicated on the Project schedule.

4.5.3 Prepare and submit to County for approval:

4.5.3.1 Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed;

4.5.3.2 Floor plans and elevations at a scale acceptable to County as necessary to convey the architectural design, and tabulation of both gross and assignable floor areas including a comparison to the initial program area requirements; prepare mounted presentations and rendered perspectives.

4.5.3.3 Performance criteria including without limitation identification of the required temperatures to be maintained, fresh air requirements, CO2 and CO sensors, temperature control system, ambient design temperatures, security concerns and requirements.

4.5.4 Reports and exhibits shall indicate clearly the considerations involved including, but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to County and set forth Bridging Architect's findings and recommendations.

4.5.5 Bridging Architect shall provide a narrative report by each design discipline describing their proposed design philosophy with a description of, and the rationale for, the proposed structural, mechanical, electrical, electronics, plumbing, fire safety, security systems, types of equipment, materials, finishes, site development and landscaping. The rationale shall include initial costs, lifecycle costs, life expectancy and maintenance considerations.

4.6 Opinion of Probable Project Costs: Prepare reports on Bridging Architect's opinion of probable Project costs based on the schematic layouts, sketches and conceptual design criteria provided including, but not limited to, the following that will be separately itemized. The total of all such costs, contingencies and allowances Reports shall include an Estimate of Probable Total Construction Cost (defined as the total anticipated cost of the construction contract to be let to a general contractor)

4.6.1 Upon completion of the County's separate, parallel estimate of Opinion of Probable Construction Cost, coordinate with County's estimating consultant to reconcile any differences between Bridging Architect's Opinion of Probable Cost and County's. Bridging Architect understands and acknowledges that Bridging Architect is responsible for the final, reconciled estimate.

4.7 Value Engineering Session: Bridging Architect and its major Subconsultants shall participate with County and County's subconsultants and estimators in a one-day value engineering session after Bridging Architect has completed the Opinion of Probable Construction Costs described in Paragraph 4.6 above.

4.8 Design Schedule Report: A report on the anticipated schedule for Project design, including a detailed schedule of progression and submittals of drawings and specifications in the subsequent phases, verifying Bridging Architect's ability to conform to the Contract schedule.

- 4.9 Attend Required Meetings: Bridging Architect shall attend weekly meetings with County staff and such other participants as County shall designate. Bridging Architect understands and acknowledges the importance of weekly meeting attendance in coordinating with County each of County's three Public Safety Center Projects and in ensuring the overall success of all three Projects. Bridging Architect shall also attend budget, schedule, and value engineering meetings as requested and/or required by County staff. Bridging Architect shall further attend meetings with the community, representatives of County, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the Project.
- 4.10 Interface with County Groups: Throughout all phases of program verification and schematic design, Bridging Architect shall work with, coordinate with, interface with, exchange ideas and design materials with, and include throughout the decision-making process the Chief Executive Office Capital Projects Division and its consultants. Bridging Architect acknowledges and agrees that the Chief Executive Office Capital Projects Division and its independent consultants shall have an active role in development of the Schematic Phases and Bridging Document Phases. Bridging Architect shall seek input from County groups and prepare a report covering identifying responses and resolutions to the following:
- 4.10.1 Is the design consistent with the County's mission, philosophy, and objectives?
 - 4.10.2 Does the design fully meet operational requirements (as detailed in the functional/operational program)? Is the design completely consistent with the architectural program?
 - 4.10.3 Have any spaces been left out or added inadvertently?
 - 4.10.4 Is the design capacity correct? Does the flow work well? How is the security zoning?
 - 4.10.5 What are the relationships *among* components (e.g., the relation of food services to staff dining, warehouse, and housing units) and *within* components (e.g., food preparation, storage, and cleaning areas? This is needed only if adjacency relationships have not been fully resolved during architectural programming).
 - 4.10.6 What are the site constraints (such as buildable areas for this project, areas that need to be reserved for other functions, setbacks, wetlands, utilities that should not be moved)? This cannot be known until a site is selected.
 - 4.10.7 How much land should be reserved for expansion of the facility?
 - 4.10.8 Are two-level (including mezzanine) or three-level housing units acceptable?
 - 4.10.9 How many recreation areas are needed and what sizes should they be (if not identified in the architectural program)?
 - 4.10.10 How many parking spaces are needed? Must staff parking be separate from visitor parking? Is secure parking needed, and if so, for whom (if not identified in the architectural program)?
 - 4.10.11 What size trucks will deliver and pick up food, garbage, and other items? How many trucks should the loading dock and staging area accommodate?
 - 4.10.12 Is a vehicular sallyport or secure vehicular yard needed? If so, for how many vehicles of what sizes (if not identified in the architectural program)?
 - 4.10.13 Are there adjoining buildings into which inmates in cells and other areas should not be able to see?
 - 4.10.14 Are there any building materials that the County wants to use or avoid?

- 4.10.15 How many staff would each design option require?
- 4.10.16 Have County user groups prioritized design alternatives based on estimated costs?
- 4.10.17 What are the needs for transitioning from the County's prior adult detention facility to the new Project facility and for occupancy of the new Project facility?

5. Bridging Document Phase

5.1 Period of Service

- 5.1.1 After acceptance by County of the required deliverables in the Schematic Design Phase, and upon written authorization from County, Bridging Architect shall proceed with the performance of the services called for in the Bridging Documents Phase.
- 5.1.2 Bridging Architect shall submit the deliverables required by the Bridging Documents Phase including Bridging documents and a revised opinion of probable Total Project Costs, within the stipulated period indicated in Appendix C, "Milestone Schedule".

5.2 General Scope of Project and Final Design Criteria: After consultation with County and on the basis of the accepted schematic, study and report documents, determine the general scope, extent and character of the Project and establish final design criteria. Participate in weekly progress meeting with County's personnel and subconsultants.

5.2.1 Adult Detention Facility Specific Design Criteria Items:

5.2.1.1 Incorporation of all other design elements required for highly functional adult detention facility. Key items for consideration in Bridging Documents include without limitation:

- a. Are there blind spots caused by columns or anything else? Can these be eliminated or minimized?
- b. What materials are proposed in inmate areas? Are they durable, easy to maintain, and appropriate for the population category?
- c. What composes the security perimeter? Are the windows, walls, ceilings, floors, doors, locks, and sally ports sufficient to keep inmates from escaping?
- d. Is there anything in cells or showers that inmates could use to hang themselves?
- e. Are windows in the right places for staff visibility? Would any of the windows allow inmates views that may compromise security or privacy?
- f. Are doors in locations that will work well with furniture and equipment? Should any doors be moved to enhance desired movement or control?
- g. Are staff stations and control rooms laid out ergonomically, so that necks, arms, and eyes are not strained?
- h. Is the facility fully compliant with the Americans with Disabilities Act (ADA), applicable building codes, and state and (where adopted) national standards, such as those of the American Correctional Association (ACA)?
- i. How will the building work in various types of emergencies? Where will inmates go in case of fire (or even fire drills) or hostage situations?
- j. Will staff, inmates, and visitors always feel safe? What else would make them feel safer? How will attempts at bringing in contraband—by visitors, incoming and returning inmates, staff, vendors, and repair people—be stopped?
- k. How can structural and mechanical systems and utilities facilitate expansion?
- l. Are the staffing plan and design fully compatible? If not, have adjustments to either or both been made?

5.3 Design Requirements. The design of the Project shall provide the following:

- 5.3.1 Fire safety. The provisions of Title 19 and Title 24, Part 2 as they relate to detention facilities shall be incorporated into the facility design.
- 5.3.2 Suicide Hazards. Bridging Architectural plans shall be reviewed by the CSA for the purpose of reducing hazards posed by fixtures and equipment which could be used for an act of suicide by an inmate. The facility design shall avoid any surfaces, edges, fixtures or fittings that can provide an attachment for self-inflicted injury. The following features shall be incorporated in the design of temporary holding cells, temporary staging cells and any other area where an inmate may be left alone:
- a. plumbing shall not be exposed. Operation of control valves shall use flush buttons or similar. The drinking fountain bubbler shall be without curved projections;
 - b. towel holders shall be ball-in-socket or indented clasp, not pull-down hooks or bars;
 - c. supply and return grilles shall have openings no greater than 3/16 inch or have 16-mesh per square inch;
 - d. beds, desk surfaces and shelves shall have no sharp edges and be configured to prevent attachment;
 - e. light fixtures shall be tamper resistant;
 - f. fixtures such as mirrors shall be mounted using tamper-resistant fasteners; and
 - g. fire sprinkler heads inside rooms shall be designed to prevent attachment
- 5.3.3 Health and sanitation. Provisions of Subchapter 4, Title 15, California Code of Regulations, and of the California Retail Food Code as they relate to detention facilities shall be incorporated into the facility design.
- 5.3.4 Single and/or double occupancy cells. The number of single and/or double occupancy cells shall be that number, determined by the facility/system administrator in conjunction with the Corrections Standards Authority, necessary to safely manage the population of the facility/system based on a comprehensive needs assessment which accounts for those inmates projected to be:
- a. administrative segregation cases,
 - b. persons with disabilities,
 - c. custodial problems, and/or
 - d. likely to need individual housing for other specific reasons as determined by the facility/system administration.
- 5.3.5 Staff and inmate safety. Facilities shall be designed and/or equipped in such a manner that staff and inmates have the ability to summon immediate assistance in the event of an incident or an emergency.
- 5.3.6 Heating and cooling. Provision shall be made to maintain a living environment in accordance with the heating, ventilating, and air conditioning requirements of Parts 2 and 4, and the energy conservation requirements of Part 6, Title 24, California Code of Regulations.
- 5.3.7 Acoustics. Housing areas shall be designed and constructed so that the average noise level does not exceed 70 decibels during periods of activity and 45 decibels during sleeping hours.
- 5.3.8 Living Areas. Living areas shall be separated from the area for reception and booking.
- 5.3.9 Spaces for persons with disabilities.
- a. Housing cell or room. A cell or room for an inmate with a disability using a wheelchair must have an appropriate entry and toilet, wash basin and drinking fountain which the inmate can use without personal assistance.

- b. Other spaces within the security perimeter such as day rooms and activity areas shall be located such that persons with disabilities will not be excluded from participating in any program for which he or she would otherwise be eligible. Accessible showers for inmates with disabilities shall be available.
 - c. Spaces outside the security perimeter. Public areas of a local detention facility shall comply with the applicable chapters of Title 24, Part 2 of the California Code of Regulations.
- 5.3.10 Security. The design should facilitate security and supervision appropriate to the level of inmate custody.
- 5.3.11 Glazing. Internal and external facility glazing shall be appropriate to the security level of the detention area or room.
- 5.3.12 Hair care space. Space and suitable equipment must be provided for men's haircutting.
- 5.3.13 Floor drains shall be provided where operationally and mechanically appropriate.
- 5.3.14 A sewage system design capable of addressing items that could potentially impact waste water systems.
- 5.3.15 Medical/mental health care housing shall be designed in consultation with the health authority. Medical/mental health areas may contain other than single occupancy rooms.
- 5.3.16 Project facility shall be expandable to accommodate larger numbers of inmates in the future, i.e., up to 832 beds.
- 5.4 Bridging Documents: Prepare Bridging Documents consisting of final design criteria, preliminary drawings, design build specifications and written descriptions of the Project, together with renderings and models if required. These Preliminary Design documents shall include, but are not limited to:
- 5.4.1 Site plans, architectural, structural, mechanical and electrical floor plans, elevations; cross sections and other mutually agreed-upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements; and
 - 5.4.2 Design build specifications for each specification section, with Part 2 of each section completed, describing, character and quality of the entire Project.
 - 5.4.3 A tabulation of both gross and assignable floor areas in a comparison to the approved schematic program area requirements and to the initial program area requirements.
 - 5.4.4 If appropriate, Bridging Architect shall provide to Project Manager for County's approval a color and materials board, samples of textures and finishes of all materials proposed in the Services.
- 5.5 Bridging Phase Drawings: Provide drawings that indicate the scope of work included in the bid package with sufficient detail to enable preparation of an accurate proposal by Proposing Design Build Contractors and which will guide the Design Build Contractor to design and construct the facility needed by the County. Include, but not limit, the following descriptions of minimum requirements for a Bridging Documents submittal, which shall be augmented as necessary to show design intent and to prepare an accurate estimate of construction cost.
- 5.5.1 Bridging Architectural Drawings
 - 5.5.1.1 Floor plans that clearly show:

- a. Finish schedule
- b. Principal dimensions
- c. Wall types clearly identified
- d. Security zones and perimeters
- e. Room and door numbers, and a numbering plan for the entire facility
- f. Sufficient sections and details to describe the needs of the County

5.5.1.2 Elevations that clearly show:

- a. Probable Dimensions from finish floor to tops of walls, eaves and roof lines
- b. All openings without dimensions but coordinated with door and window schedules

5.5.1.3 Sections that clearly show:

- a. All security considerations
- b. Firewall conditions at tops of walls
- c. All essential building parts and materials

5.5.1.4 All door, window, glazing and hardware schedules complete with sufficient detail to show the agreed-upon form and style

5.5.1.5 All items intended to be permanently affixed to the building.

5.5.2 The Bridging Architect must furnish performance criteria such as wind load, seismic zones, any extraordinary live load requirements

5.5.3 Electrical Drawings

5.5.3.1 Emergency Power requirements, lighting levels, night lighting, lighting controls, performance criteria for mechanical systems, food service, specialty systems

5.5.3.2 Lighting and power plans that clearly shows:

- a. Room numbers
- b. Single line diagrams of services and systems
- c. Symbol list coordinated with symbols on the plans
- d. Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines
- e. Sufficient section and detail bubbles to show where sections and details can be found

5.5.3.3 Security, alarm, intercom, public address (PA), closed-circuit TV (CCTV), distress call and similar electrical and electronic systems.

5.5.4 Civil Drawings:

5.5.4.1 Site and grading plans that clearly show:

- a. Site cross sections
- b. Site contours and drainage
- c. Locations of all bench marks
- d. Precise locations of all major elements
- e. Roadways, driveways and parking areas

5.5.4.2 Site utility plans that clearly show:

- a. All connections to off-Site utilities
- b. Existing drainage systems and existing utilities located and sized.
- c. Security systems with appropriate redundancy

5.5.5 Other Items:

5.5.5.1 Design Build Specifications describing the size, character and quality of the entire Project, including locations of materials; types of structural, mechanical, electrical and security systems.

5.5.5.2. Any other items required to address matters included in Paragraphs 5.2 and 5.3 above.

5.6 Additional Data or Services: Advise County in writing if additional data or services of the following types are necessary and, as Additional Services, assist in obtaining such data and services as directed in writing by Project Manager:

5.6.1 Data prepared by or services of others including, without limitation, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

5.6.2 Appropriate professional interpretations of the foregoing;

5.6.3 Environmental assessment and impact statements, Site assessments;

5.6.4 Property, boundary, easement, right-of-way, topographic and utility surveys;

5.6.5 Property descriptions;

5.6.6 Zoning, deed and other land use restriction; and

5.6.7 Other special data or consultations necessary or useful in completion of the Project.

5.7 Report on Additional Information Required: Advise in writing if any of the following are required:

5.7.1 Governmental permits of any type;

5.7.2 Reports of any type to governmental agencies;

5.8 Revised Opinion of Probable Total Project Costs: Based on the information contained in the Preliminary Design documents, submit a revised opinion and more detailed estimate of probable Total Project Costs and times of completion of the Project, coordinated with the Master Schedule.

5.9 Review with County: Prepare for approval by County written design criteria for mechanical and electrical systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas).

5.10 Attend Required Meetings: Attend meetings on an as-needed basis with County. Attend meetings with the community, representatives of County, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the Project.

5.11 Bridging Documents: After written authorization to proceed with the Bridging Documents, Bridging Architect shall:

- 5.11.1 Prepare a comprehensive update on estimates of probable estimated cost of construction and times of completion coordinated with Master Schedule, caused by changes in scope, extent or character of design requirements.
- 5.11.2 Make full written disclosure to County, and obtain County's express written approval of any proposed innovative, unique, proprietary or sole source design features.
- 5.12 Review by County: Participate and cooperate fully in a review by County, and any consultants engaged by County. Respond to County comments and incorporate comments as necessary.

6. Procurement Phase

- 6.1 **General**: As part of this phase, HOK will assist the County in obtaining competitive proposals. Services include attendance at pre-proposal meetings, responding to proposer's questions, and review of proposals for compliance with design criteria.
- 6.2 Design Build Procurement: After written authorization to proceed with the Design Build Procurement Phase, Bridging Architect shall:
 - 6.2.1 Attend Pre-Proposal Conferences and Site Visits.
 - 6.2.2 Assist County in soliciting Design Build proposals.
 - 6.2.3 Consult with and advise County as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the proposers for those portions of the work as to which such acceptability is required by the bridging documents.
 - 6.2.4 Consult with County concerning, and determine the acceptability of, substitute materials and equipment proposed by proposers.
 - 6.2.5 Review Pre-bid requests for substitution where prescriptive criteria are used as basis for design (primary mechanical, controls & detention/security electronics);
 - 6.2.6 Answer proposer questions and/or issue written addenda as appropriate to interpret, clarify or expand the bridging documents, including allowable substitutions of materials and equipment. Where appropriate, obtain CSA approval.
 - 6.2.7 Attend individual workshop with shortlisted proposers (two 4-hour sessions for each of three proposers).
 - 6.2.8 If requested, assist County in evaluating proposals and in assembling and awarding design build contracts.
 - 6.2.9 Prepare a conformed set of bridging documents, reflecting the changes made and approved by the County during the Design Build Procurement Phase.
- 6.3 **Review Initial Proposals for Compliance/Completeness** – HOK will provide technical review of the design/build submissions, including drawings, specifications, narratives, cut sheets construction approach, schedule and estimated costs. HOK will attend workshop/presentation with each of the proposers (one 4-hour session for each of three proposers), and prepare a written summary of findings related to the technical proposals related to compliance with the Design/RFP criteria.
- 6.4 Where Bids Exceed Budget: If the cumulative bid amount is, or is reasonably expected to be, greater than the Bridging Architect's latest accepted Estimate of Probable Total Construction Cost rendered during the Bridging Documents Phase, County may require

Bridging Architect to revise the scope of work to be performed by Design Build Contractor or its quality, or both, so as to reduce the Project Construction Cost for the work, while still meeting County's Project objectives. Bridging Architect shall at its expense, if so directed by County, modify the Bridging Documents in order to reduce the Project Construction Costs for the work to be performed by the Design Build Contractor within the Project budget.

7. Design-Build Phase

- 7.1 General: As part of this phase, HOK will assist the County in overseeing the design-build process. Services include reviewing major submissions by selected D/B team, review of critical shop drawing submittals, and attendance at job meetings during the estimated 36-month design/build implementation phase.
- 7.2 After approval of design (or portions thereof), Bridging Architect shall endeavor to protect the County against defects and deficiencies in the execution and performance of the work of the Project.
- 7.3 Bridging Architect shall attend the pre-construction conference and any dispute resolution conferences and other meetings when requested by the County. Bridging Architect shall act as liaison between County, authorities with jurisdiction, the design-builder's architect/engineers, and the stakeholders. Bridging Architect shall monitor the design-build contractor's design team, their work, coordination, and inspections.
- 7.4 Review Major Submissions and Assist in Shop Drawing Review – HOK will provide technical review of four major design submissions (by CSI division) during the Design Development and Construction Documents phases (including at the schematic, design development, and construction document phase) for the selected Design/Build Team, including drawings, specifications, narratives, and cut sheets. Review will focus on assuring compliance with technical criteria and initial submission, including agreed to modifications resulting from the review of prior submissions. HOK will also assist in reviewing any design/build contractor-requested modifications to the criteria or initial submission after selection arising from actual conditions, changes in availability of equipment, Cost/Program Reconciliation opportunities, or similar factors. HOK will also assist in providing quality control value-added reviews of shop drawings, test reports, substitution requests and other submittals for conformance to the requirements of the Bridging Documents with special focus on detention equipment, construction and specialties and security electronic systems.
- 7.5 Bridging Architect shall make visits to the site at intervals appropriate to the various stages of construction as Bridging Architect deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Design-Build Contractor's work, and its conformance with the bridge design and the previously reviewed Design-Build-contractor-developed design. Bridging Architect shall provide County with copies of all records and reports of site visits within forty-eight (48) hours of the site visit. Bridging Architect shall not, during visits or as a result of observations of Design-Build Contractor's work in progress, supervise, direct or have control over Design-Build Contractor's work.
- 7.6 Bridging Architect shall advise County in writing of any observations of defective work, work not in conformance with Bridging Documents, and lack of progress of work. The Bridging Architect shall promptly notify County in writing of any matter of dispute with the Design-Build Contractor or Design-Build Architect.
- 7.7 Bridging Architect shall issue necessary interpretations, clarifications and Request for Information (RFI)-Replies regarding the Bridging Documents and in connection therewith assist County's Project Manager with supplemental instructions and change orders as required, with reasonable promptness (no longer than two working days) so as to cause no delay to Design-Build Contractor or the Project. In no event shall Bridging Architect respond to RFIs longer than two (2) working days after their receipt and other submittals any longer than ten (10) days after their receipt.

- 7.7.1 Bridging Architect shall require any subconsultant to provide the Services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Bridging Architect.
 - 7.7.2 Bridging Architect shall prepare Bridging Documents for all County-initiated change orders. Bridging Architect shall make modifications to the Bridging Documents to correct errors, clarify intent or to accommodate change orders necessary to correct design errors or clarify design intent.
 - 7.7.3 Based on Bridging Architect's on-site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules, Bridging Architect shall assist County's Project Manager in its determination of amounts owing to Design-Build Contractor and recommend in writing payments to Contractor in such amounts.
 - 7.7.4 Identify tests necessary to certify the design; select independent testing laboratories; recommend special inspections; review certifications. Bridging Architect shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Bridging Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Bridging Documents).
- 7.8 Construction Administration Support: HOK will participate in project meetings over the projected 36-month duration of the design/build phase. Design/Builder will be responsible for preparation and distribution of all meeting minutes. HOK's primary responsibility will be to observe construction relative to compliance with design criteria and provide interpretations related to intent where required and provide direct report to the County. HOK and County agree that HOK's basic services will include 120 hours of Construction Administration support. If additional Construction Administration support is required of HOK due to errors, omissions, or other acts or failures to act of HOK, HOK shall provide such additional Construction Administration support at no charge to the County. If additional Construction Administration support is required of HOK due to factors outside of HOK's control, County shall compensate HOK for such additional Construction Administration Support at the hourly rates contained in HOK's Proposal attached to Appendix F as Exhibit "2".

8. Project Completion Phase

- 8.1 General: Bridging Architect shall perform the following close-out services on the Project.
- 8.2 Assist in compilation of all record Drawings and Technical Specifications, and related documents and electronic files prepared by the Design-Build Contractor and all consultants, together with Consultant's drawings, specifications, and related electronic files and documents, and prepare a consolidated set of reproducible record documents, together with consolidated electronic files of the documents for the entire Project. County will specify format of consolidated documents and electronic files shall be assembled using most current versions of software.
- 8.3 Assist Construction Manager in the receipt and compilation of Design-Build Contractor-supplied Operating and Maintenance (O&M) Manuals into a consolidated O&M Manual Library, in a format acceptable to the County. Review design-related closeout submittals, O&N manuals, guarantees, etc.
- 8.4 Together with County, conduct inspections of the Project for substantial completion, final completion and participate in the punchlist walk. Consultant's services in these efforts shall be limited to the services of the Consultant, from the standpoint of conformance with the Consultant's design.

8.5 HOK and County agree that HOK's basic services will include 24 hours of Close-Out support. If additional Close-Out support is required of HOK due to errors, omissions, or other acts or failures to act of HOK, HOK shall provide such additional Close-Out support at no charge to the County. If additional Close-Out support is required of HOK due to factors outside of HOK's control, County shall compensate HOK for such additional Close-Out Support at the hourly rates contained in HOK's Proposal attached to Appendix F as Exhibit "2".

9. Payments to Bridging Architect

9.1 Payments to Bridging Architect shall be made according to Appendix B, "Payments to Bridging Architect".

10. Additional Services

10.1 Performance: Services required to be performed by Bridging Architect upon request by County, which are described hereinafter as Additional Services, must be authorized by County in writing prior to performance.

10.2 Compensation for Additional Services: Bridging Architect shall be compensated for Additional Services as set forth in Appendix B unless the parties agree on lump sum compensation for particular work activities.

10.3 Services: The following services shall be considered Additional Services:

10.3.1 Making revisions in reports, drawings, or other documents, if:

10.3.1.1 Such revisions are not necessary because of a deficiency in Bridging Architect's work, and

10.3.1.2 Such revisions are inconsistent with written approvals or instructions previously given by County, or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Bridging Architect.

10.3.2 Changes in scope, such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Bridging Architect has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.

10.3.3 Required out-of town travel beyond limits specified in Appendix B.

10.3.4 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Bridging Architect's deficient performance.

10.3.5 Property surveys or field surveys for design purposes, engineering surveys, and staking, to the extent not required by other provisions of this Agreement.

10.3.6 Preparing to serve or serving on behalf of County as an expert witness (but not as a percipient witness) in connection with any arbitration, administrative or other proceeding or legal proceeding.

10.3.7 Preparation of applications and supporting documents for governmental grants and permits. [However, participating in consultations and evaluation of the effect of associated requirements on the design requirements of the Project is within Bridging Architect's contract scope.]

10.3.8 Services to verify the accuracy of geotechnical information.

- 10.3.9 Assisting in actual claims resolution efforts when such assistance is required by matters unrelated to Bridging Architect's performance.
- 10.3.10 Providing any other services requested by County that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.
- 10.3.11 All work or services required as a result of any failure by Bridging Architect to perform its obligations under this Agreement shall be performed by Bridging Architect at no additional cost as part of Basic Services and shall not be deemed Additional Services.
- 10.3.12 Providing additional insurance coverage requested by County beyond that specified in the Agreement, except that no markup will be allowed. Bridging Architect shall promptly comply with such request.
- 10.3.13 Substitutions
- 10.3.13.1 Bridging Architect shall evaluate and determine the acceptability of substitute materials and equipment proposed by Design Build Contractor.
- 10.3.13.2 Bridging Architect shall review quality control submittals and requests for substitution beyond the specified manufacturers from Design Build Contractor in a timely manner so as to cause no delay to the Design Build Contractor or the Project and, for the purpose of performing its review obligations herein, shall employ and engage personnel who are sufficiently qualified to conduct meaningful review and make knowledgeable comparisons of proposed substitutions.

11. Periods of Service

- 11.1 Milestones: Milestones for completion of Phases and tasks within each phase are given in Appendix C. Milestones shall conform to Master Schedule.
- 11.2 Commencement of Services: Bridging Architect shall not commence work on any succeeding phase of Services until completion of services on existing and prior phases of Service and Project Manager has provided Bridging Architect with written notice to commence the succeeding phase of Service, unless Project Manager, in its sole discretion, authorizes Bridging Architect to do so.

12. County's Responsibilities

- 12.1 Project Manager: County shall designate a Project Manager, who is authorized to act on County's behalf with respect to this Agreement. County or such authorized representative shall render required decisions promptly, to avoid unreasonable delay in the progress of Bridging Architect's services. County may delegate all or some of Project Manager's role and function to a separate contractor or to a construction manager. County may change the individual acting as Project Manager and/or the individual or entity acting as a separate contractor or construction manager at any time with notice to Bridging Architect.
- 12.2 Design Requirements: County shall provide criteria and information concerning design objectives and constraints, space, capacity and performance requirements, and budgetary limitations, when known.
- 12.3 Property Information: County shall provide geotechnical information, environmental impact reports, and relevant information concerning property boundaries, easements,

rights of way, topographic and utility surveys, property descriptions, zoning, boundary and other land use restrictions, as needed and necessary.

- 12.4 Documents: County shall make copies of available documents and drawings of existing conditions available to Bridging Architect. Bridging Architect may inspect all County's surveys and records of construction. Verification of visible on-Site facilities is the responsibility of Bridging Architect.
- 12.5 Surveys: County shall provide engineering surveys to establish reference points for construction.
- 12.6 Hazardous Materials: County shall provide hazardous materials surveys and perform remediation measures to eliminate hazardous materials from Project Site.
- 12.7 Permits and Approvals: Bridging Architect shall assist County in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise specified in this Agreement (for example, Bridging Architect's duty to secure all required design approvals from CSA and State Fire Marshal).
- 12.8 Site Access: County shall provide Bridging Architect reasonable access to the Site provided Bridging Architect complies with all security and safety requirements, and coordination requirements.
- 12.9 Resident Inspector: County shall supply the Resident Inspector required by the Penal Code.

END OF APPENDIX A

APPENDIX B

PAYMENTS TO BRIDGING ARCHITECT

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated June 18, 2013 between the County of Stanislaus (the "County"), and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California ("HOK" or "Bridging Architect") providing for professional services.

1. Maximum Payment

- 1.1 County shall pay Bridging Architect an agreed-upon sum for Basic Project Services.
- 1.2 Excluding Additional Services only, the Maximum Payment to Bridging Architect for Services performed under this Agreement shall not exceed progress on the Project Services described in Appendix A, Services to be Performed by Bridging Architect, the stated budget for the Services, and the percentage allowances under Paragraph 2.2 below.
- 1.2 For purposes of this Appendix B, all work performed by Bridging Architect prior to this Agreement shall be deemed performed under this Agreement and considered in calculating Bridging Architect's payments due under this Agreement. The Maximum Payment to Bridging Architect described above shall apply in all circumstances except Additional Services.
- 1.3 Bridging Architect's fee for Project Two of the Public Safety Center Jail Expansion Project shall not exceed Two Hundred Eighty Seven Thousand Five Hundred (\$287,500.00) Dollars, comprised of the following:

Schematic Design:	\$114,000
Bridging Documents:	\$137,000
Design/Build Procurement:	\$ 16,500
Construction Administration:	\$ 17,500
Project Completion:	\$ 2,500

	\$287,500

This measure shall constitute Bridging Architect's full compensation for its work.

- 1.4 If County changes the scope of the Project referenced in Appendix A Paragraph 1.1, either increasing or decreasing the scope of Bridging Architect's Services, then the parties shall calculate an amended lump sum fee based upon the revised Project value. If County changes Project scope after Bridging Architect has commenced work on the Project, then the parties shall agree upon an equitable adjustment limited by the original fee for the Project, Bridging Architect's incurred costs and progress under Paragraph 2.2 below, and the revised scope of work and revised fee remaining.
- 1.5 All Reimbursable expenses must be included in the not-to-exceed proposed price.

2. Methods of Payment for Services and Expenses of Bridging Architect

- 2.1 For Basic Services on the Project: County shall pay Bridging Architect for basic services rendered under Appendix A a sum not exceeding the Maximum Payment Amount for the Project identified in Paragraph 1 above. Within each phase listed in Paragraph 1.3 above, Bridging Architect shall be paid according to its percentage completion of each phase.

Additional Services during the Construction Phase: If requested in writing by the County, the Bridging Architect may be required to perform work during the construction phase of the project. If additional services are needed by the County, the County will issue a work authorization describing the additional work. The Bridging Architect will be compensated as Additional Service per paragraph 2.3 below.

- 2.2 **Retention:** The County shall pay the Bridging Architect for Services rendered in an amount not to exceed the option totals set forth in Section 1.3, less 5% retention in accordance with Civil Code Section 3320. County and Bridging Architect may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention shall be released upon award of the design build construction contract.
- 2.3 **Additional Services** County shall pay Bridging Architect for Additional Services rendered under Appendix A as follows:
- 2.3.1 **General.** For Additional Services of Bridging Architect's principals and professional and technical staff engaged directly on the Project and rendered pursuant to Appendix A Paragraph 8, on the basis of a lump sum negotiated between the parties, or, at County's option, at the Billing Rates (as defined below).
- 2.3.2 **Subconsultants.** For Additional Services of Subconsultants employed by Bridging Architect to render Additional Services pursuant to Appendix A Paragraph 8, the amount billed to Bridging Architect.
- 2.3.3 **Hourly Basis.** For Additional Services on an hourly basis, Bridging Architect agrees that all Subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of the County.
- 2.3.4 **Reimbursable Expenses.** Except as set forth in Paragraphs 2.3.5 and 2.3.6 below, County shall pay Bridging Architect the actual cost of all Reimbursable Expenses incurred only in connection with Additional Services.
- 2.3.5 **Other Expenses.** For expenses not required by the Agreement, the County shall reimburse the following expenses at a rate of 1.10 time cost, whether incurred on Basic Services or Additional Services: any plotting of Drawings, Specifications and Bidding Documents in addition to the original set plus one plot; and fees paid to government agencies on behalf of the County.
- 2.3.6 **Photocopying and Postage.** On Basic Services, County shall pay Bridging Architect 1.10 times cost for expenses for plotting, photocopying and postage.

3. Times of Payments

- 3.1 Bridging Architect shall be paid according to actual percentage of completion of designated phases of the Basic Services as specified in Paragraph 2.2 above.
- 3.2 Bridging Architect shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based on Bridging Architect's estimate of the proportion of completion of each phase of service set forth above, utilizing the design schedule organized by task. The County shall promptly review Bridging Architect's monthly statement, and provided it is acceptable, shall promptly make payment thereon.

4. Definitions

- 4.1 **"Bridging Architect's Billing Rates** "apply to all Bridging Architects' professional personnel (Bridging Architect's and drafters) engaged directly on the Project listed below. Bridging Architect shall not bill for or receive compensation for other business or administrative personnel or secretarial personnel. For purposes of this Agreement, Bridging Architect's Billing Rates are attached as Exhibit 2 to Appendix F.
- 4.2 **"Reimbursable Expenses"** mean actual expenses incurred by Bridging Architect or Subconsultants in connection with Additional Services, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls and telegrams, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related

items; and if authorized in advance by the County, overtime work requiring higher than regular rates.

4.2.1 Reimbursable Expenses shall not include Local Travel.

4.2.2 Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by Bridging Architect.

4.2.3 **“Local Travel”** means travel between Bridging Architect’s offices and Stanislaus County, and travel to any location within a fifty-mile radius of either Bridging Architect’s office or Stanislaus County.

END OF APPENDIX B

APPENDIX D
DELIVERABLES

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated June 18, 2013 between the County of Stanislaus (the "**County**"), and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California ("**HOK**" or "**Bridging Architect**") providing for professional services.

Bridging Architect's deliverables under the Agreement are as follows. Bridging Architect shall submit to County all designs and drawings on CD or external hard drive format in Auto CAD format, Adobe Acrobat (PDF) format; and specifications in Microsoft Word and/or Microsoft Excel format, and Acrobat Adobe (PDF) format; and hard copy format:

1. Not Used.

2. Program Verification Phase Deliverables.

- 2.1 Bridging Architect has reviewed the County's Program, budget, and time table and has confirmed that the Project can be designed and constructed for the budget and within the time allowed.
- 2.2 Coordination. If necessary as the Project progresses, Bridging Architect shall provide written recommendations on coordination of design, procurement and construction efforts among the three projects that comprise the County's Public Safety Center Jail Expansion Project.

3 Schematic Design Phase The deliverables required by the Schematic Design Phase are defined in Paragraph 4 of Appendix A and include, without limitation, the following:

- 3.1 Written recommendations on required additional information and data.
- 3.2 Preliminary estimates of construction costs, times of completion, and alternatives.
- 3.3 Schematic layouts, sketches and conceptual design criteria, with supporting reports and exhibits.
- 3.4 Opinion of probable construction costs.
- 3.5 Work phasing recommendations.
- 3.6 Information and diagrams for required meetings.
- 3.7 Report of interfacing meeting with County groups.

4 Bridging Documents Phase The deliverables required by the Bridging Documents Phase are defined in Paragraph 5 of Appendix A and include, without limitation, the following:

- 4.1 Reports on whether further data, information or permits or reports are needed.
- 4.2 Written design criteria for mechanical and electrical systems.
- 4.3 Design of the Security Electronics System.

- 4.4 Information and diagrams for required meetings.
- 4.5 Comprehensive update on estimates on probable Construction Costs and times of completion.
- 4.6 Recommendation of supplementary conditions to the Construction Contract and additional bidding requirements
- 4.7 Written certification the project can be designed and constructed within the budget.

5 Procurement Phase The deliverables required by the Procurement Phase are defined in Paragraph 6 of Appendix A and Section 1 of Exhibit A to Exhibit 1 of Appendix F and include:

- 5.1 Written addenda (where necessary).
- 5.2 Written determinations regarding proposed substitutes.
- 5.3 Review of Proposal Documents from Design Build Teams.
- 5.4 Participate in Interviews of the Design Build Teams.
- 5.5 Written acceptance or rejection of requests for substitution along with data substantiating basis for decision.
- 5.6 Summary report on workshop discussions.
- 5.7 Technical Review report regarding compliance of submission with design criteria;
- 5.8 Identification of areas requiring clarification;
- 5.9 Summary of items to be clarified as part of award process.

6 Design Build Phase The deliverables required by the Design Build Assistance Phase are defined in Paragraph 7 of Appendix A and Section 2 of Exhibit A to Exhibit 1 of Appendix F and include:

- 6.1 Technical Review report regarding compliance of submission with design criteria;
- 6.2 Written determination of findings regarding any requested deviations; and
- 6.3 Written comments on shop drawings and related submittals.

7 Project Completion Phase

- 7.1 Review consolidated set of reproducible record documents, together with consolidated electronic files of the documents for the entire Project.
- 7.2 Review Design-Build Contractor-supplied Operating and Maintenance (O&M) Manuals
- 7.3 Report from inspections of the Project for substantial completion, final completion and punchlist walk.

END OF APPENDIX D

APPENDIX E

INSURANCE

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated June 18, 2013 between the County of Stanislaus (the "**County**"), and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California ("**HOK**" or "**Bridging Architect**") providing for professional services.

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

- 1.1 Commercial General Liability Insurance

Commercial general liability insurance with limits not less than \$5 million for Project 1, Housing Units; \$1 million for Project 2, Day Reporting Facility; and \$2 million for Project 3, intake release and transportation.

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, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than the limits listed herein 1.1 annual general aggregate.

- 1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than \$5 million for Project 1; \$1 million for Project 2; and \$2 million for Project 3; each occurrence including coverage for owned, non-owned and hired vehicles.

- 1.3 Workers' Compensation Insurance

Workers' Compensation Employers' Liability limits required by the laws of the State of California. Bridging Architect's Worker's Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Bridging Architect is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

- 1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$5 million for Project 1; \$1 million for Project 2; and \$2 million for Project 3; each claim, or (b) limits of not less than \$5 million for Project 1; \$1 million for Project 2; and \$2 million for Project 3; each claim, 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. Bridging Architect shall annually provide evidence of this coverage for at least five (5) years after the completion of the Services.

2. Insurance terms and conditions:

2.1 Additional Insureds:

2.1.1 Status of County of Stanislaus as Additional Insured.

On Bridging Architect's Commercial General Liability and Automobile policies, the County of Stanislaus, its officers, directors, agents, employees, volunteers, and Bridging Architects, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured.

2.1.2 Status of State of California as Additional Insured:

On Bridging Architect's Commercial General Liability and Automobile policies, the Department of Corrections and Rehabilitation of the State of California; the Corrections Standards Authority, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured.

2.2 Waiver of Subrogation:

2.2.1 For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against Stanislaus County its officers, directors, agents, employees and volunteers; the Department of Corrections and Rehabilitation of the State of California; the Corrections Standards Authority, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Bridging Architect.

2.3 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.

2.4 Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to County thirty (30) days in advance of the effective date thereof."

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

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

END OF APPENDIX E

APPENDIX F

BRIDGING ARCHITECT'S STAFFING PLAN

This is an Appendix attached to, and made a part of, the Professional Services Agreement (“**Agreement**”) between the County and Bridging Architect, for the provision of professional services (“**Services**”).

ARTICLE 1 – BRIDGING ARCHITECT'S STAFFING PLAN

1.01 Bridging Architect's Proposal is appended to this Appendix as Exhibit 1, and identifies its subconsultant entities by name, and responsibility periods of involvement with the Project (“**Staffing Plan**”).

ARTICLE 2 – SUBCONSULTANTS

2.01 Subconsultants and their Discipline are identified in Exhibit 1 to this Appendix F.

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

3.01 Bridging Architect 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 Bridging Architect 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 Architect'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 Architect shall propose a replacement person for County's approval pursuant to the following process:

- A. Bridging Architect shall prepare and submit to County for its review, comment and approval, a proposal listing all personnel that Bridging Architect proposes to assign to the Project as replacement, and the proposed duration of each such assignment.
- B. Within fifteen (15) days following Bridging Architect'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 Architect, 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 Architect's proposed staffing. Such approvals shall not be unreasonably withheld.
- C. For replacement of Key Personnel, Bridging Architect 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 Architect to add to or reduce Bridging Architect's staff to meet changing Project requirements.

ARTICLE 4 – UNSATISFACTORY PERSONNEL

- 4.01** Bridging Architect shall remove any person employed by Bridging Architect 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 Architect 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 Architect 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 Architect 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 Architect have agreed to liquidated damages as described below.
- A.** County may assess and Bridging Architect 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 F

Exhibit 1

HOK Proposal Dated March 21, 2013, Revised May 20, 2013, Revised June 13, 2013



REV June 13, 2013
March 21, 2013

Ms. Patricia Hill-Thomas
Chief Operations Officer- County of Stanislaus
1010 10th St.
Modesto, CA 95354

Re: Day Reporting Center- Design Build Bridging Document Services

Dear Ms. Hill-Thomas,

Thank you for the opportunity to discuss with you and your staff the proposed Day Reporting Facility. On behalf of HOK, I am pleased to submit our proposal for Architectural and Engineering services for the above referenced work. The Architectural work will be performed by LDA Partners, LLP with oversight and coordination by HOK. In order to keep the cost low, HOK's participation will be limited to Schematic Design. LDA will perform and oversee all services described within following Schematic Design.

Our office thanks you for the opportunity to work with you and the County again as an effective team, to achieve another successful project. If you have any questions, please let me know.

Sincerely,

DAVID CROTTY AIA, LEED® AP BD+C
Associate | Project Manager

CC: Steve Riley, HOK
Jeff Goodale, HOK
Ann Rogles, HOK
Eric Wohle, LDA



EXHIBIT A Scope of Services:

The County will relocate its current Day Reporting Facility to a new approx. 14,000 sf. Facility located on the campus of the existing Public Safety Center. The facility's program has previously been prepared by HOK and approved by the County.

Project Delivery is proposed in two (2) phases:

- I. Schematic Design, Bridging Design and DB Procurement
- II. Construction Administration, Project Completion

I. Schematic Design, Bridging Design and DB Procurement

1. Review existing information, project requirements & conditions, and schematic design with Owner to assure appropriate understanding of all project requirements, based upon the Approved Program prepared by HOK.
2. Prepare conceptual site plan, floor plans & elevations to convey design organization & intent
3. Expand approved conceptual design into schematic design documents for County, BSCC and SFM review, comment and approval.
4. Perform a conceptual cost opinion based upon the schematic design package (Cumming).
5. Participate in a Value Engineering session prepared by County.
6. Based upon an "approved" schematic design, prepare bridging documents consisting of the following:
 - Architectural Bridging Documents and Specifications (LDA)
 - Civil Engineering Bridging Documents and Specifications (Associated Engineering Group)
 - Structural Engineering Bridging Documents and Specifications (JH Lawder)
 - Mechanical and Plumbing Engineering Bridging Documents (Nexus Engineering)
 - Electrical Engineering / Low Voltage Design Bridging Documents (Miller Pezzoni)
 - Landscape Design Bridging Documents and Specifications (Knox LA)
 - Security Bridging Documents and Specifications (AVS)
7. Participate & support the County in soliciting and selecting a Best Value Design Build Team (**limit of 80 hours**) during the Design/Build Procurement Phase

II. Construction Administration

1. Provide construction administration services hourly (**limit of 120 hours**), throughout construction in accordance with the fee schedule listed. Should our services be required in addition to this allocation, all additional services will be provided on an hourly basis, in accordance with the enclosed schedule. Likely services during construction:
 - Selected Project site meetings
 - Selected Submittal review
 - Selected RFI Review
2. Provide project closeout services to assist Owner in approval of work installed, warranty, guarantees, lien protection assurances, etc. Proposal assumes project



closeout services to be performed hourly. **(limit of 24 hours)**, Services contemplated at closeout:

- Final site review
- Project punch list

EXHIBIT B: Scope of Services Not Included

1. Any fees required by work listed in this section.
2. Additional services beyond those listed in Exhibit A.
3. Hazardous Materials investigations, removal, or remediation. A Hazardous Materials survey & abatement may be required prior to any demolition to any existing structure. This work is to be performed by others.
4. Any destructive investigation of existing facilities. We would make requests for such destructive investigation, to be performed by the County.
5. Graphic representations of the design concepts other than those studies prepared by our office for use in conveying design intent. Any marketing materials, renderings, models, etc., will be provided as additional services.
6. Developing, organizing, and running a Value Engineering Session. *Participation in a VE session is included in scope.*
7. On-site verification of utilities, building components etc. *It is our intent to rely on the existing drawings provided by the County.*
8. Preparing as-built documents.
9. Additional services caused by project delays or interruption.
10. Gas, Electric, telephone, cable service plans. To be prepared by the Utility.
11. Fire sprinkler design and documents. (Assumed to be design-build)
12. LEED design or documentation.



EXHIBIT C: Compensation

Total compensation for work described herein is **\$287,500** inclusive of expenses. The breakdown of the compensation is as follows:

- Schematic Design: **\$114,000**
- Bridging Documents: **\$137,000**
- Design/Build Procurement: **\$16,500**
- Construction Administration: **\$17,500**
- Project Completion: **\$2,500**

This work will be invoiced on a percent complete basis monthly.



EXHIBIT 2- HOK BILLING RATES

Exhibit D- Hourly Rates

Architectural - HOK

Principal:	\$375/hour
Project Manager:	\$200/hour
Sr. Project Designer:	\$275/hour
Project Architect:	\$175/hour
Designer:	\$150/hour

Architectural - LDA

Principal Architect:	\$200/hour
Project Architect:	\$175/hour
Project Captain:	\$145/hour
Draftsperson:	\$125/hour
Clerical/Staff:	\$105/hour

Civil Engineering - Associated

Principal Engineer	\$150/hour
Project Manager	\$130/hour
Sr. Designer	\$125/hour
Designer	\$105/hour
Administrative	\$65/hour
Survey Crew	Prevailing Wage

Structural Engineering – JH Lawder

Principal Structural Engineer	\$150/hour
Structural Engineer	\$125/hour
Sr. Drafter	\$90/hour
Administrative	\$55/hour

Mechanical Engineering - Nexus

Principal Engineer	\$150/hour
Engineer	\$120/hour
Designer	\$105/hour
Drafter	\$95/hour
Administrative	\$60/hour

Electrical Engineer – Miller Pezzoni & Assoc.

Principal/Project Engineer	\$180/hour
Associate Engineer	\$140/hour
Assistant Engineer	\$80/hour
CADD Operator / Technician	\$70/hour
Administrative	\$50/hour

Cost Estimating - Cummings

Sr. Vice President / Regional Vice President	\$235/hour
Dr. of Cost Management	\$195/hour
Senior Cost Manager	\$175/hour
Cost Manager:	\$160/hour
Misc. Cost Management / Tech.:	\$115/hour

Security - AVS

Principal:	\$166/hour
Senior Engineer:	\$152/hour
System's Engineer:	\$148/hour
Senior Designer:	\$115/hour
Designer / Tech:	\$92/hour
Administrative:	\$73/hr

**FIRST AMENDMENT TO
STANISLAUS COUNTY
PROFESSIONAL SERVICES AGREEMENT WITH HOK
FOR BRIDGING ARCHITECT SERVICES FOR PROJECT THREE**

This First Amendment to the Stanislaus County Professional Services Agreement with HOK for Bridging Architect Services for Project Three ("**Amendment One**") is entered into as of June 18, 2013 ("**Amendment Effective Date**"), by and between the County of Stanislaus ("**County**") and Hellmuth, Obata & Kassabaum, Inc. ("**HOK**"). County and HOK shall be referred to collectively herein as "**Parties**," and individually as a "**Party**."

RECITALS

WHEREAS, the Parties entered into that certain Professional Services Agreement dated October 3, 2012 ("**Agreement**") relating to Architectural Design Services for Project Three (Intake, Release and Transportation) of the Stanislaus County Public Safety Center Jail Expansion Project.

WHEREAS, the Parties desire to amend the Agreement to add to HOK's scope of work the preparation of Signage Design Bridging Documents as more specifically described in Exhibit 1-B attached hereto and incorporated herein for Project Three of the Stanislaus County Public Safety Center Jail Expansion Project.

WHEREAS, Article 27 of the Agreement provides that any amendment to the Agreement shall be effective only if in a writing signed by authorized representatives of the Parties.

NOW, THEREFORE, by the signatures of their authorized representatives below, the Parties agree as follows:

SECTION 1. AMENDMENTS

1. The following paragraph is added as a new paragraph after Paragraph 3.5 in Section 3 "Program Verification Phase" of Appendix A, Services to be Provided by Bridging Architect:

3.5.1 Bridging Architect shall perform those Signage Design Services for Project Three set forth in Exhibit 1-B attached hereto and incorporated herein by this reference.

2. Paragraph 1.3 of Appendix B is replaced with the following:

1.3 Bridging Architect's fee for Project Three of the Public Safety Center Jail Expansion Project shall not exceed One Million One Hundred Seventy Five Thousand (\$1,175,000.00) Dollars, comprised of the following:

HOK's initial proposal dated 8/9/12:	\$ 923,000
Programming and overall project coordination:	\$ 45,000
Design Build assist:	\$ 45,000
Site Presence:	\$ 142,500
Signage Design Services:	\$ 19,500

	\$1,175,000

This measure shall constitute Bridging Architect's full compensation for its work.

3. This Amendment One shall constitute the written County authorization required by Paragraph 1.4.3 for HOK to perform this scope of Additional Services using a portion of County's Allowance.

SECTION 2. AUTHORITY

Each Party represents to the other Party that this Amendment has been executed in compliance with the requirements of Article 27 of the Agreement.

SECTION 3. GENERAL PROVISIONS

Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Agreement. In the event of a conflict between any provision of the Agreement and a provision of this Amendment, the provision of this Amendment shall control. Except as otherwise amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment, as of the Amendment Effective Date.

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

"County"

COUNTY OF STANISLAUS

By: [Signature]
Its: Chief Operations Officer

"Bridging Architect"

HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California

By: [Signature]
Its: Senior Vice President
By: [Signature]
Its: Vice President

Approved as to Form:

Date: 6/19/13

By: [Signature]
John P. Doering, County Counsel



April 22, 2013

Patricia Hill Thomas
Chief Operations Officer
Stanislaus County Capital Projects

Re: Medical Equipment, Signage, Food Service
Stanislaus Public Safety Center Projects 1 & 3

Dear Patricia,

On behalf of HOK, I am pleased to submit our proposal for the work requested by Stanislaus County. I have organized the additional services to allow them to be an amendment to our current Agreements for Projects 1 & 3; please let me know if they need to be reorganized.

- Project 1 Additional Design Services
 - Medical Equipment Planning Services: \$45,500 (see Exhibit 1-A)
 - Project 1 Signage: \$39,500 (see Exhibit 1-B)
 - Food Service: \$7,000 (see Exhibit 1-C)
 - TOTAL: \$92,000

- Project 3 Additional Design Services
 - Project 3 Signage: \$19,500 (see Exhibit 1-B)
 - TOTAL: \$19,500

I have included more information about each in the attachments.
Feel free to call with any questions.

Sincerely,

DAVID CROTTY AIA, LEED® AP BD+C

Associate | Project Manager

Enclosures:
Exhibits listed above

CC: Jeff Goodale, HOK
Steve Riley, HOK
Anne Rogles, HOK



Exhibit 1-B Signage Design Bridging Documents

Scope of Services

Our work will be integrated into the site and architectural designs being developed for this facility and will help to ensure that signage elements become an integrated part of the built environment. We understand that the deliverables for this project will consist of bridging documents that will provide enough information for the required signage to be completed and implemented by a design build sign contractor. It is our understanding that the proposed schedule anticipates that these bridging documents will be completed by December of 2013 and that no additional work will be provided after the completion and acceptance of the bridging documents. Our proposed deliverables will include the following:

- Narrative description of the project requirements
- Specifications
- Drawings (designs, location plans and sign quantity requirements)

Our work will include designs and specifications for a comprehensive signage program that will address all standard sign requirements with specialized design solutions where appropriate. This work will include Project 1 and Project 3 and will address both buildings and the site. The deliverables for all sign designs will include design development level drawing details for all proposed sign types. All drawings provided will be Revit plans or other desktop publishing software applications as required to illustrate the design intent of each sign type. Below is a detailed description of our proposed scope of services:

Site Signage

Our scope of services will address all anticipated exterior site signage within the area of construction. The signage elements anticipated to be required include the following:

Building Identification & Directional Signage - This effort will provide the identification on the building and at the vehicular entrances to this facility. Site access identification signage (visitor/employee entrance, shipping/receiving, building address, etc.) will also be addressed.

Site Regulatory Signage - Regulatory (stop, speed limit, handicapped parking, etc.) signage requirements will be addressed for on parking areas within the area of new construction. Services for pavement markings (stop bars, arrows, parking stripes etc.) are typically provided by others and are not included.

Interior Signage

Our scope of services will address all anticipated interior signage requirements. These interior signs will address the signage components needed for occupancy and the core functions of the building. Below is a typical list of interior signage elements we anticipate will be needed as part of the base project:

- Base building core signage (California Building Code required signs for rooms, restrooms,



stairs, stairwell landings/exits, mechanical, etc.)

- Base Building Life Safety signs (elevator warning signs, egress information, etc.). Note: Emergency egress map artwork development required shall be developed by the design build contractor.
- Supplemental facilities signs such as directional and other informative signs required, but not specifically specified by codes.
- Specialized signage solutions for back of house and inmate detention areas. These designs will primarily be painted or applied signage solutions appropriate for these areas. These signs will be exceptions to the standard California Building Code required signs where applicable.

Exclusions

Many building related items require specific labeling or identification that often is included as part of the component system provided by the manufacturer or installer. Below is a partial list of items that we assume will not need to be addressed as part of our signage package and will be provided or specified by other disciplines or contractors:

- Room numbering
- Elevator hoist way level indicator or similar signs
- Illuminated emergency exit signs (specified by the electrical engineers)
- Emergency communications devices identification and instructions
- Fire equipment (other than fire extinguishers) and hose reel identification
- Building PA system (fire fighter instructions)
- Fire annunciation panel messages
- Fire fighter air system refill station identification and instructions
- Fire department connection identification
- Automatic external defibrillators (AEDs)
- Labeling (equipment, pipes, etc.) to be provided by the supplier of each system as required

Compensation

HOK proposes to provide the services described above for a total lump sum fee including expenses.

Project 1:

Schematic Design \$10,000 & Bridging Documents: \$35,500; Total **\$45,500**

Project 3:

Schematic Design \$5,000 & Bridging Documents: \$14,500; Total **\$19,500**

It is anticipated that all work will be provided remotely from other HOK offices and no travel has been included in this proposal. Modifications to the scope of work or schedule could require a re-evaluation of this fee.

**SECOND AMENDMENT TO
STANISLAUS COUNTY
PROFESSIONAL SERVICES AGREEMENT WITH HOK
FOR BRIDGING ARCHITECT SERVICES FOR PROJECT ONE**

This second Amendment to the Stanislaus County Professional Services Agreement with HOK for Bridging Architect Services for Project One ("**Amendment Two**") is entered into as of June 18, 2013 ("**Amendment Effective Date**"), by and between the County of Stanislaus ("**County**") and Hellmuth, Obata & Kassabaum, Inc. ("**HOK**"). County and HOK shall be referred to collectively herein as "**Parties**," and individually as a "**Party**."

RECITALS

WHEREAS, the Parties entered into that certain Professional Services Agreement dated October 3, 2012 ("**Agreement**") relating to Architectural Design Services for Project One (Housing Units) of the Stanislaus County Public Safety Center Jail Expansion Project.

WHEREAS, the Parties desire to amend the Agreement to add to HOK's scope of work the following:

1. Medical Equipment Planning Services
2. Signage;
3. Food Service; and
4. Site Development Strategy

as more specifically described in Exhibits 1-A, 1-B, 1-C, and Exhibit A attached hereto and incorporated herein for the Stanislaus County Public Safety Center Jail Expansion Project.

WHEREAS, Article 27 of the Agreement provides that any amendment to the Agreement shall be effective only if in a writing signed by authorized representatives of the Parties.

NOW, THEREFORE, by the signatures of their authorized representatives below, the Parties agree as follows:

SECTION 1. AMENDMENTS

1. The following four paragraphs are added as new paragraphs after Paragraph 3.5 in Section 3 "Program Verification Phase" of Appendix A, Services to be Provided by Bridging Architect:

- 3.5.1 Bridging Architect shall perform those Medical Equipment Planning Services for Project One set forth in Exhibit 1-A attached hereto and incorporated herein by this reference.
- 3.5.2 Bridging Architect shall perform those Signage Design Services for Project One set forth in Exhibit 1-B attached hereto and incorporated herein by this reference.
- 3.5.3 Bridging Architect shall prepare bridging documents for food and beverage service equipment as set forth in Exhibit 1-C attached hereto and incorporated herein by this reference.
- 3.5.4 Bridging Architect shall perform those site development services set forth in Exhibit A attached hereto and incorporated herein by this reference.

2. Paragraph 1.3 of Appendix B is replaced with the following:

1.3 Bridging Architect's fee for Project One of the Public Safety Center Jail Expansion Project shall not exceed Three Million Eighty Eight Thousand Five Hundred (\$3,088,500.00) Dollars, comprised of the following:

HOK's initial proposal dated 8/9/12:	\$2,392,000
Programming and overall project coordination:	\$ 105,000
Design Build assist:	\$ 105,000
Site Presence:	\$ 332,500
Medical Equipment Planning Services:	\$ 45,500
Signage Design Services:	\$ 39,500
Food and Beverage Service Bridging Documents:	\$ 7,000
Site Development Services:	\$ 62,000

	\$3,088,500

This measure shall constitute Bridging Architect's full compensation for its work.

3. This Amendment One shall constitute the written County authorization required by Paragraph 1.4.3 for HOK to perform this scope of Additional Services using a portion of County's Allowance.

SECTION 2. AUTHORITY

Each Party represents to the other Party that this Amendment has been executed in compliance with the requirements of Article 27 of the Agreement.

SECTION 3. GENERAL PROVISIONS

Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Agreement. In the event of a conflict between any provision of the Agreement and a provision of this Amendment, the provision of this Amendment shall control. Except as otherwise amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment, as of the Amendment Effective Date.

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

"County"

COUNTY OF STANISLAUS

By: *Patricia Johnson*
Its: Chief Operation Officer

"Bridging Architect"

HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California

By: *Jean E. plan*
Its: Senior Vice President

By: *JAV*
Its: VICE PRESIDENT

Approved as to Form:

Date: *6/19/13*

By: *J.P. Doering*
John P. Doering, County Counsel



April 22, 2013

Patricia Hill Thomas
Chief Operations Officer
Stanislaus County Capital Projects

Re: Medical Equipment, Signage, Food Service
Stanislaus Public Safety Center Projects 1 & 3

Dear Patricia,

On behalf of HOK, I am pleased to submit our proposal for the work requested by Stanislaus County. I have organized the additional services to allow them to be an amendment to our current Agreements for Projects 1 & 3; please let me know if they need to be reorganized.

- Project 1 Additional Design Services
 - Medical Equipment Planning Services: \$45,500 (see Exhibit 1-A)
 - Project 1 Signage: \$39,500 (see Exhibit 1-B)
 - Food Service: \$7,000 (see Exhibit 1-C)
 - TOTAL: \$92,000

- Project 3 Additional Design Services
 - Project 3 Signage: \$19,500 (see Exhibit 1-B)
 - TOTAL: \$19,500

I have included more information about each in the attachments.
Feel free to call with any questions.

Sincerely,

DAVID CROTTY AIA, LEED® AP BD+C

Associate | Project Manager

Enclosures:
Exhibits listed above

CC: Jeff Goodale, HOK
Steve Riley, HOK
Anne Rogles, HOK



Exhibit 1-A Medical Equipment Planning Services

Project Scope:

GBA will provide the following services through Bridging Documents:

- Attend 2 design meetings
- Attend 1 A/E coordination meeting
- Develop a medical equipment list and cost estimate - update as necessary
- Develop an ASE specification book with utility report - 2 issuances
- Medical equipment spec 11 70 10 and D/B Procurement narrative - we have assumed includes providing general direction related to installation responsibilities for items included in ASE specification book; detailed product performance specifications are not required
- Medical Casework design - we have assumed includes engaging medical equipment vendor
- ASE medical equipment placement drawings not included
- OSHPD not required for Bridging Documents
- Site specific vendor drawings not required for Bridging Documents

Definitions:

Definition of Architecturally Significant Equipment (ASE)

GBA defines Architecturally Significant Equipment (ASE) as equipment with requirements that impact architectural, or structural, or utility design. Typically ASE equipment has a requirement for one or more of the following:

- Electrical
- Plumbing (water, steam, drain, gases, vacuum)
- Mechanical (ventilation, HVAC)
- Structural (overhead support, wall backing etc.)
- Seismic
- Significant spatial
- Structured cabling or network connection
- Other rough-in or utilities as defined in manufacturer literature

Definition of Critical Path Equipment (CPE)

GBA defines Critical Path Equipment (CPE) as equipment that impacts completion of construction.

Typically CPE includes one or more of the following:

- Fixed Imaging Equipment including CT, MR, PET, Nuc Med, etc.
- Cath, Neuro and other Special Procedure Rooms
- Surgical Lights and Booms - Mounting plates, etc.
- OR Video Automation / Integrated Surgical Suites
- Patient, ICU, PACU, and Trauma Room Pre-fabricated Headwalls, Consoles, and Columns
- Patient Monitoring / Telemetry / Central Monitoring / Fetal Monitoring
- Sterilizers / Cart Washers and other Fixed Central Sterile Equipment
- Radiation Oncology / Linear Accelerator
- Equipment with site-specific seismic tie-down requirements



Medical Equipment Covered by this Agreement:

GROUP I: Fixed Medical Equipment (Non-Plant and Non-Dietary)

Group I includes equipment that is fixed to the building, and/or requires dedicated building utilities. Examples of Fixed Equipment include Imaging Equipment, Surgical and Exam Lights, Sterilizers and Cart Washers, fixed Patient Monitoring and Telemetry, Headwalls, Columns, and Booms, etc. All Group I Medical Equipment is Architecturally Significant.

GROUP II: Major Moveable Equipment

Group II includes equipment that can be moved without modifying the building structure, but which requires designer attention and/or dedicated building utilities. Examples include EKG units, mobile X-ray units, electric patient beds, portable monitoring, pharmaceutical and supply dispensing cabinets, etc. Most Group II Medical Equipment is Architecturally Significant.

GROUP III: Minor Moveable Equipment

Group III includes moveable equipment that does not require building utilities for operation. Examples include stretchers, plinth tables, carts, IV stands, stainless furniture, etc. Also included are patient room over-bed tables. Group III Medical Equipment is generally not Architecturally Significant except where building codes require seismic tie-down.

Exclusions from this Agreement:

GROUP IV: Instruments

Group IV includes hand-held tools and instruments. Examples of Group IV items include surgical instruments; endoscopes, cast saws, power drills and other hand held tools used in Surgery, Endoscopy and other procedure focused areas of the facility. Group IV equipment is typically planned and specified by the Owner.

GROUP V: Furniture

Group V includes office furniture, modular furniture, conference room furniture, dining furniture, waiting room furniture, play furniture, patient room sleeper chairs, bedside cabinets, side chairs, etc. Group V equipment is typically planned and specified by the Interior Designer.

Other Exclusions:

This agreement does not include non-clinical wastebaskets, copiers, dietary equipment, housekeeping equipment, facility maintenance equipment, or any equipment typically supplied by contractors, such as built-in walk-in refrigerators, pneumatic tubes, plumbing fixtures, etc.

Desktop and mobile computers, file servers, fax machines, network equipment, printers, televisions and brackets, television distribution, educational and surveillance video, telephones, dictation equipment, radios, radio pagers, nurse call equipment, intercom, public address, infant security, and other security systems shall be planned under a separate agreement with GBA or other qualified Medical Technology/Communications Planning firm. Similarly, the structured cabling system, including voice/data cabling, fiber and copper risers, and all related hardware and outlets - including all industry standard cabling and hardware required to support patient monitoring, telemetry, imaging and laboratory systems, PACS, pharmaceutical and supply dispensing systems, surgical video systems, and other medical



equipment - shall be planned under a separate agreement with GBA or other qualified Medical Technology/Communications Planning firm.

This agreement does not include any work beyond the Bridging Document Phase.

Fees

Fees for the work described above are a lump sum fee of **\$44,500**. This fee will be added to the base fee for Project 1 and will be billed on a percent complete basis during Schematic Design (\$10,000) and Bridging Documents (\$34,500). The lump sum fee includes all expenses.

Add Alternate for GBA to develop ASE medical equipment placement drawings – 2 issuances - \$5,000.



Exhibit 1-B Signage Design Bridging Documents

Scope of Services

Our work will be integrated into the site and architectural designs being developed for this facility and will help to ensure that signage elements become an integrated part of the built environment. We understand that the deliverables for this project will consist of bridging documents that will provide enough information for the required signage to be completed and implemented by a design build sign contractor. It is our understanding that the proposed schedule anticipates that these bridging documents will be completed by December of 2013 and that no additional work will be provided after the completion and acceptance of the bridging documents. Our proposed deliverables will include the following:

- Narrative description of the project requirements
- Specifications
- Drawings (designs, location plans and sign quantity requirements)

Our work will include designs and specifications for a comprehensive signage program that will address all standard sign requirements with specialized design solutions where appropriate. This work will include Project 1 and Project 3 and will address both buildings and the site. The deliverables for all sign designs will include design development level drawing details for all proposed sign types. All drawings provided will be Revit plans or other desktop publishing software applications as required to illustrate the design intent of each sign type. Below is a detailed description of our proposed scope of services:

Site Signage

Our scope of services will address all anticipated exterior site signage within the area of construction. The signage elements anticipated to be required include the following:

Building Identification & Directional Signage - This effort will provide the identification on the building and at the vehicular entrances to this facility. Site access identification signage (visitor/employee entrance, shipping/receiving, building address, etc.) will also be addressed.

Site Regulatory Signage - Regulatory (stop, speed limit, handicapped parking, etc.) signage requirements will be addressed for on parking areas within the area of new construction. Services for pavement markings (stop bars, arrows, parking stripes etc.) are typically provided by others and are not included.

Interior Signage

Our scope of services will address all anticipated interior signage requirements. These interior signs will address the signage components needed for occupancy and the core functions of the building. Below is a typical list of interior signage elements we anticipate will be needed as part of the base project:

- Base building core signage (California Building Code required signs for rooms, restrooms,



stairs, stairwell landings/exits, mechanical, etc.)

- Base Building Life Safety signs (elevator warning signs, egress information, etc.). Note: Emergency egress map artwork development required shall be developed by the design build contractor.
- Supplemental facilities signs such as directional and other informative signs required, but not specifically specified by codes.
- Specialized signage solutions for back of house and inmate detention areas. These designs will primarily be painted or applied signage solutions appropriate for these areas. These signs will be exceptions to the standard California Building Code required signs where applicable.

Exclusions

Many building related items require specific labeling or identification that often is included as part of the component system provided by the manufacturer or installer. Below is a partial list of items that we assume will not need to be addressed as part of our signage package and will be provided or specified by other disciplines or contractors:

- Room numbering
- Elevator hoist way level indicator or similar signs
- Illuminated emergency exit signs (specified by the electrical engineers)
- Emergency communications devices identification and instructions
- Fire equipment (other than fire extinguishers) and hose reel identification
- Building PA system (fire fighter instructions)
- Fire annunciation panel messages
- Fire fighter air system refill station identification and instructions
- Fire department connection identification
- Automatic external defibrillators (AEDs)
- Labeling (equipment, pipes, etc.) to be provided by the supplier of each system as required

Compensation

HOK proposes to provide the services described above for a total lump sum fee including expenses.

Project 1:

Schematic Design \$10,000 & Bridging Documents: \$35,500; Total **\$45,500**

Project 3:

Schematic Design \$5,000 & Bridging Documents: \$14,500; Total **\$19,500**

It is anticipated that all work will be provided remotely from other HOK offices and no travel has been included in this proposal. Modifications to the scope of work or schedule could require a re-evaluation of this fee.



Exhibit 1-C Preparation of Food and Beverage Service Equipment

Project Scope:

Bridging Documents will be prepared and will consist of the following:

1. Preparation of bridging document information for food and beverage service equipment that Includes:

- five (5) large retherm cabinets
- seven (7) roll-in 2 door refrigerators
- one (1) large walk in refrigerator for about 140 carts (+/- 400 SF)
- two hundred and eighty (280) meal delivery carts
- commercial refrigerators at break rooms.

2. Planning, design and execution of bridging document information for a Sheriff's Department Kitchen Area.

3. This proposal includes meeting time, an equipment list, itemized equipment budget estimate, equipment cutsheets and itemized specifications. **No drawings will be produced.**

Project Fee:

The total fee for the work described above is \$7,000 in a lump sum fee including expenses; \$2,500 for the Schematic Design Phase and \$4,500 during the Bridging Document phase, billed on a percent complete basis monthly.



May 20, 2013

Patricia Hill Thomas
Chief Operations Officer
Stanislaus County Capital Projects

Re: Stanislaus Public Safety Center
Site Due Diligence and Development Strategy

Dear Patricia,

On behalf of HOK, I am pleased to submit our proposal for the work requested by Stanislaus County. This proposal was developed per our conversation on May 16 and we will perform this work on a timeline that takes advantage of Project 1 & 3 scheduled meetings. The following proposal includes participation by LDA and Associated Engineering Group. In order to keep the fee low, their participation will be limited.

Feel free to call with any questions.

Sincerely,

DAVID CROTTY AIA, LEED® AP BD+C

Associate | Project Manager

Enclosures:

Exhibit A- Scope
Exhibit B- Fee Schedule

CC:

Jeff Goodale, HOK
Kathy Doi, HOK
Steve Riley, HOK
Anne Rogles, HOK



Exhibit A- Scope

Workflow Task Outline

1. Mobilization and Data Gathering / Site Due Diligence
2. Site Development Strategy
3. Site Development Options and Evaluation
4. Preferred Land Use Plan

Detailed Task Description

1.0 MOBILIZATION and DATA GATHERING/SITE DUE DILIGENCE

- Review and Release Request for Information (RFI)
- Site Inventory of Existing Conditions (per sub consultants, HOK Architecture review and with Client input)
- Site Infrastructure and Utilities Confirmation (per Client input and local sub consultants)
- Site Traffic Engineering Assessment (per Client input and local sub consultants)
- Site Civil Engineering Assessment (per Client input and local sub consultants)
- Site Context
- Site Security Parameters and Zones (per Client and HOK Architecture team input)
- Site Services (per Client input and local sub consultants)

Key Meetings:

- Mobilization WebEx meeting.

Duration: The overall duration of this task is one week.

Anticipated Outcomes / Deliverables:

- Request for Information completed by client and local sub consultants;
- Documentation of existing site conditions by Subconsultants and with Client input;
- Client acknowledgment of any building conditions predicated building refurbishment, renovations, expansions, or other factors affecting site planning;
- Infrastructure and Utilities mapping in support of future site development restrictions;
- Site Traffic Engineering analysis to identify opportunities and constraints;
- Site Civil Engineering analysis in support of future site development restrictions and to identify opportunities and constraints;
- Client approved or tentative plans for ongoing Site Security measures in support of or affecting site development;
- Site Services (existing) mapping.



2.0 SITE DEVELOPMENT STRATEGY

- Site Development Opportunities and Constraints
- Site Growth and Demand Factors (provided by Client for other appropriate public facilities)
- Site Engineering and Infrastructure Systems

Key Meetings:

- Kickoff Meeting/Workshop will be scheduled with select client representatives
- Introduction of Project Team
- Confirm Land Use Planning Goals and Objectives
- Establish Criteria for Success (Key Performance Indicators - KPI's)
- Establish Macro Program of Land Use Requirements (per Client input)
- Confirm and review the future development requirements for the site.
- Conduct Site Tour

Duration: The HOK team anticipates being onsite for one day, coinciding with a regularly scheduled project team meeting. The overall duration of this task is one week.

Anticipated Outcomes / Deliverables:

- Meeting minutes from the Kickoff Meeting/Workshop;
- Issue Tracking Report for ongoing use in process management/ project management calls;
- Documented site development opportunities and constraints mapping;
- Client provided macro program of requirements affecting future site planning based upon requirements and needs, provided by the client, related to: site population, occupied space, public areas, visitor and staff parking, transport vehicle staging, service vehicle staging, infrastructure and utilities "footprint", vocational land use "footprint", miscellaneous facility requirements;
- Land use planning diagrams.

3.0 SITE DEVELOPMENT OPTIONS AND EVALUATION

- Growth Scenarios (directional input and quantitative descriptions provided by Client)
- Conceptual Building Layout
- Conceptual Site Circulation and Parking
- Conceptual Site Infrastructure Systems
- Development Options Pros and Cons
- Ranking and Scoring Evaluation

Key Meetings:

- Weekly WebEx project status review meetings will be scheduled with the County's Project Manager to monitor and direct the project;
- One onsite meeting will be scheduled with select client representatives to confirm, review and evaluate the site development options for the site to determine and select a single site development approach.

Duration: The overall duration of this task is one week.



Anticipated Outcomes / Deliverables:

- Land use plan development options illustrating potential future block layouts and locations for key site development elements including: buildings, support facilities, parking, site circulation systems, expansion areas, and other general land use designations (appropriate public facilities as identified by the Client in Task 2).

4.0 PREFERRED LAND USE PLAN

- Site Organization Diagrams
- Land Use Plan

Key Meetings:

- Webex meeting will be scheduled with select client representatives to present the Land Use Plan.

Duration: The overall duration of this task is one week.

Anticipated Outcomes / Deliverables:

- Land Use Plan presented in a “printable” powerpoint formatted executive level presentation;
- All digital files associated with the final executive level presentation.

Exhibit B- Fee Schedule

A lump sum fee of \$62,000 will be invoiced monthly on a percent complete basis. This fee includes all expenses, and assumes deliverables will be electronic .pdf files.