

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

DEPT: Chief Executive Office

BOARD AGENDA:6.1
AGENDA DATE: January 30, 2018

SUBJECT:

Approval to Initiate the Empire Branch Library Replacement Project and Issue a Request for Qualifications and Proposals for Design and Planning Services

BOARD ACTION AS FOLLOWS:


RESOLUTION NO. 2018-0063

On motion of Supervisor Olsen Seconded by Supervisor Chiesa
and approved by the following vote,
Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA:6.1
AGENDA DATE: January 30, 2018

CONSENT

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Initiate the Empire Branch Library Replacement Project and Issue a Request for Qualifications and Proposals for Design and Planning Services

STAFF RECOMMENDATION:

1. Approve proceeding with the Empire Library Replacement Project.
2. Authorize the Chief Operations Officer, acting as Project Manager to initiate the Empire Branch Library Project and to issue a Request for Qualifications and Proposals for design and planning services.

DISCUSSION:

The existing Empire Library opened in 2000 and operates in approximately 1,800 square feet of a 5,780 square foot modular building at 18 South Abbie Street in Empire. This modular building formerly housed a Sheriff's Substation and a Health Services Agency medical office. The 17-year old modular building has been repeatedly vandalized and is nearing the end of its useful life, requiring significant repairs for continued occupancy. In addition, the current Empire Library does not adequately support the delivery of outstanding Library service and has been identified as a candidate for replacement in the Library Strategic Plan.

On March 28, 2017 the Stanislaus County Board of Supervisors approved acceptance of a property located at 98 I Street, donated by the Empire Community Hall Association after a fire in May of 2015 destroyed the Community Hall. The property is adjacent to Empire Community Park and the Stanislaus County Regional Water Safety Training Center (Empire Pool) project, Empire Elementary School and Aspire Vanguard College Preparatory Academy. The Board of Supervisors' action also approved the concept of relocating the Empire Library to the donated property.

The Library staff have tentatively identified approximately 5,000 square feet of needs for a new library at the new donated location. The donated site will also require preparation for new construction, including removal of debris and preparation of a new building "pad," utilities, parking, landscaping and other on-site improvements. The type and method of construction recommended will be subject to the conceptual design. A final concept, budget, funding plan, and schedule will be reviewed with the Board of

Supervisors and will proceed subject to the Board's approval, consistent with all Capital Projects efforts.

Supervisor Olsen, the Chief Operations Officer, County Librarian and the project team hosted a standing room only visioning session at the Empire Municipal Advisory Commission (MAC) meeting on January 17, 2018. Using the valuable feedback received from the Community, the project team is now recommending that the project move forward to the design phase. If approved by the Board of Supervisors, staff will immediately issue the Request for Qualifications and Proposals for Architectural Services.

The Architect's scope of work for this project will include the development of the community vision for the Library and a conceptual design, plus evaluation of the existing site conditions and recommendation of the most efficient development concept (building type) considering cost, construction scheduling, durability, operational cost and ability to achieve the Empire Library vision. The conceptual design and construction approach will also be used to determine the most effective method of delivering the project and to develop a detailed estimate of cost. Staff will use the concept and cost estimate to develop a recommended funding plan and a project budget. In addition to issuance of the Request for Qualifications and Proposals, preliminary site investigation of site conditions will also be initiated.

The proposed conceptual program for the Empire Branch Library includes:

Description	Conceptual Space Requirements
Circulation/Reference Desk	270 Square Feet
Public Computers and Catalog Stations	180
Checkout (RFID) Security Gate	60
Public Seating/Reading Area	200
Adult/Teen/Children Reading Area	300
Children's four-seat tables	100
Staff Office and Workroom	160
Staff Restroom	60
Public Restroom	80
Community Room	700
Children's Collection and seating area	385
Teen Collection and seating area	235
Adult Collection and seating area	<u>485</u>
Total, Conceptual Programmed Use Area	3,215 Sq Ft (Net)

In addition: Building systems, structural, mechanical, electrical, telecommunications, fencing and other non-occupiable spaces. Subject to refinement and modification in conceptual design.

Once the conceptual design, delivery method, cost and schedule have been refined, staff will return to the Board of Supervisors with a recommended plan for funding and development for the proposed Empire Branch Library project.

POLICY ISSUE:

The Board of Supervisors directs the actions to initiate, plan and complete the County's Capital Improvement projects.

FISCAL IMPACT:

This agenda item recommends initiating the Empire Library Project. The project budget will be established after the development of the project plan. Board of Supervisors approval will be the next step in the process when a Design/Planning team is selected.

On March 28, 2017, the Board of Supervisors approved accepting the donated property at 98 I Street in Empire. At that time, a preliminary estimate was made for a modular structure and \$769,500 was available in the Library Fund Balance for another modular structure. Currently the Library Fund Balance exceeds \$8.7 million and funding for several key Library initiatives including the Turlock Library Project and the Empire Library Project will be funded from this source. In addition, the use of Public Facility Fees will be evaluated as potential funding sources.

BOARD OF SUPERVISORS' PRIORITY:

This recommended action is consistent with the Board of Supervisors' priorities of *Promoting First-Rate Learning Opportunities* and *Delivering Efficient Public Services and Infrastructure* by initiating the Empire Branch Library Project and ensuring the community has a safe, comfortable, and efficient state-of-the-art library.

STAFFING IMPACT:

There is no additional staffing impact associated with this item. Existing Capital Projects, CEO Staff and Library Staff will be dedicated the successful delivery of this project.

CONTACT PERSON:

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

ATTACHMENT(S):

1. Request for Proposal for Architectural Services

REQUEST FOR PROPOSALS
FOR ARCHITECTURAL SERVICES
FOR THE
STANISLAUS COUNTY
EMPIRE BRANCH LIBRARY
MODESTO, CALIFORNIA



Issue Date: January 30, 2018

<p>Proposal Due Date: February 28, 2018 No Later Than: 4:00 PM</p>

Mandatory Pre-Proposal Conference and Site Visit: February 15, 2018
City / County Building at 2:00 pm
1010 10th Street, Modesto, CA
Chambers (Basement Level)

Stanislaus County Capital Projects
1010 10th Street, Suite 6800
Modesto, CA95354
Phone (209) 525-4380, Fax (209) 525-4384

IMPORTANT: Register as an RFP-Holder
Ensure that you receive all Addenda to this Request for Proposals and Notifications of any Changes, Invitation to the Mandatory Pre-Proposal Conference and Site Visit. Register as an RFP-Holder by submitting Exhibit F, Acknowledgment of Receipt of RFP Form to Project Manager.

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- Exhibit A Description of Scope of Project
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- Exhibit C Draft Project Schedule
- Exhibit D Form of Professional Services Agreement
- Exhibit E Acceptance of Form of Professional Services Agreement
- Exhibit F Acknowledgement of Receipt of RFP Form
- Exhibit G Proposal Organization Checklist
- Exhibit H Proposal Authorization
- Exhibit I Acknowledgment of Addendum

SECTION 1. INTRODUCTION

1.1 Background

The County of Stanislaus (“**County**”) is seeking a highly qualified Architectural Services Consultant (“**Consultant**”) to serve as the Architect of Record for the County’s Empire Branch Library Project in Stanislaus County, California (the “**Project**”). The Project includes, but is not limited to conceptual planning, program verification and design of a new branch County Library at a County-owned site at 98 I Street in Empire, California. A description of the project is provided in Exhibit A and a detailed description of the services required to be performed is described in the Professional Services Agreement attached hereto.

The due date for proposal submission to County is **February 28, 2018 No Later Than 4:00 P.M.**

A mandatory-attendance* Pre-Proposal Conference and Site Visit will be conducted on **February 15, 2018 at 2:00 pm** at the City / County Building at 1010 10th Street, Modesto in the Chambers (basement level).

*At least one representative of each firm submitting a proposal for this project shall attend the Pre-Proposal Conference.

1.2 Project Manager

All written inquiries and requests for additional information pertaining to this RFP, any Addendum, or any matter relating to the Architect selection process, must, unless otherwise identified in an Addendum, be directed in writing to the following designated Project Manager:

Patricia Hill Thomas
Project Manager
County of Stanislaus
1010 10th Street, Suite 6800
Modesto, California 95354

Email: thomasp@stancounty.com

The designated County Project Contact will be Tim Fedorchak, Senior Management Consultant:

Email Copy to: fedorct@stancounty.com, with copy to oakesc@stancounty.com

Telephone: (209) 525-4380 Facsimile: (209) 525-4384

A complete RFP package may be obtained from the Project Manager Monday through Friday between the hours of **8:00 a.m.** and **5:00 p.m.** by phone, fax or email.

1.3 Definitions of Terms

This section contains definitions that are used throughout this RFP, including appropriate abbreviations as indicated.

“Addendum/Addenda” is any and all amendments to this RFP and any and all responses to written questions regarding this RFP issued by County in a written format and incorporated by reference into this RFP.

“Board” is the County’s Board of Supervisors.

“County” is the County of Stanislaus.

“Consultant” or “Architect” is an individual, firm, partnership, corporation, consortium, joint venture, or other entity that is a potential Respondent to this RFP.

“Professional Services Agreement” or “PSA” is the Professional Services Agreement, including Appendices, initially in form attached hereto as Exhibit D, to be executed by County and the Selected Architect.

“Project” is the Empire Branch Library Project, more particularly described in Section 2.1 below.

“Project Manager” is any person authorized by the County to manage or administer the RFP process and to whom all communications, both written and oral, shall be directed during the RFP issuance, evaluation and selection process.

“Proposal” is a written response to this RFP, including all exhibits, supplementary materials, and attachments thereto, pursuant to the requirements set forth in this RFP.

“Request for Proposal” or “RFP” is any and all documents comprising this RFP package, including those documents and attachments hereto and any and all Addendum/Addenda which County may issue.

“Respondent” is an individual, firm, partnership, corporation, consortium, joint venture, or other entity that chooses to submit a Proposal in response to this RFP.

“Selected Architect” is a Respondent selected and approved by the Board to execute the Professional Services Agreement.

“Services” are the work, services, equipment and materials to be furnished by Architect under the Professional Services Agreement.

1.4 Schedule

County anticipates following the following schedule for certain activities in relation to this RFP.

<u>Action</u>	<u>Responsibility</u>	<u>Est.Date</u>
Issuance of RFP	County	1/31/2018
Mandatory Pre-Proposal Conference And Site Visit	Potential Respondents	2/15/2018 2:00 pm
Submittal of Written Questions Deadline	Potential Respondents	2/21/2018
Addendum response to Distribution List/RFP amendments	County	2/23/2018
Proposals Due	Potential Respondents	2/28/2018 4:00 p.m.
Short List Notification	County	3/2/2018
Interviews	County	3/13/2018 to 3/14/2018 As Needed
Recommended Award of Contract approval	Board of Supervisors	3/28/2018
Commencement of Services Under Professional Services Agreement	County / Selected Consultant	3/29/2018

These are *estimated* dates. Stanislaus County reserves the right to modify this schedule at any time at its sole discretion.

SECTION 2. PROJECT AND SCOPE OF SERVICES

2.1. Architectural services for the Empire Branch Library project will be developed in sequence of steps, each with a Project Team Review Meeting and, as needed, with the approval of the Stanislaus County Board of Supervisors as described in Exhibit A, Scope of Services.

The first task of the architectural team will be to meet with the key project stakeholders and the County's Project Team to discuss, confirm or amend the program and to fully develop the proposed branch Library concept. Once the Library concept is confirmed, the architectural team will develop an analysis of the proposed site and will review construction methods for developing the Library facilities, identify the advantages and disadvantages of each method, the estimated construction cost of each construction method, and estimate the likely schedule requirements for each approach. The County Project Teams' objective will be to identify the most favorable implementation method considering the program concept, functionality, durability, construction cost and ongoing operating costs. The facility concepts must include all

on- and off-site improvements, and may include options for modular space, pre-engineered (manufactured) space, conventional construction or any other methods.

The Project Team's review of the conceptual plan for the Empire Branch Library will result in selection of a building type and development method, conceptual/probable cost estimate and a refined project schedule. From this concept, the County team will develop a project funding plan and will develop recommendations and a presentation to the County's Board of Supervisors with the Architect's assistance.

If the County Board of Supervisors approves the project concept, cost, funding plan and schedule, the Project Manager will direct the Architect to develop Construction Documents including plans and specifications. Any additional services, such as geotechnical investigation, etc., will be provided by Stanislaus County. The Architect will develop complete documentation to provide for competitive bidding by General Contractors, including additive or deductive alternatives as approved by the Project Manager to ensure successful bidding within the established project budget approved by the Board of Supervisors. If no bids are received within the project budget (including alternates), the Architect will be responsible to re-design the project within the established budget at the Architect's expense.

The Architect will assist the bidding process by participating in the Pre-Bid Conference, answering Requests for Information, preparation of Addenda as needed, and in the bid evaluation process.

If the County receives a successful bid and a contractor is awarded the project construction contract, the Architect will be directed by the Project Manager to provide Construction Administration. In this stage of work, the Architect will provide no less than weekly site inspections and construction meetings, technical responses to Requests for Information, Submittals, Change Orders, or other contractor or County inquiries, review contractor pay requests, schedule analysis, walk through, punch lists, etc. through completion and occupancy of the project. The Architect will also assist the Project Team in the selection, layout and coordination of furnishings, fixtures and equipment for this project.

The Architect will be responsible to provide or coordinate final "as-built" plans and related materials at the conclusion of the construction effort for the County on-going operation and maintenance of the facility.

A complete description of the scope of work objectives and deliverables are described in greater detail in Exhibit A and in the Professional Services Agreement (Exhibit D).

2.2 The Project Description is attached in Exhibit A. Exhibit B is not used. The Draft Project Schedule is in Exhibit C. The Form Professional Services Agreement is in Exhibit D.

2.3 All work shall comply with all applicable laws and regulations, including, where applicable, laws requiring the payment of prevailing wages as set forth in Labor Code Section 1770 et seq.

2.4 The successful Architect will be expected to perform architectural functions including, but not limited to:

2.4.1 PREPARE CONSTRUCTION DOCUMENTS. The Architect team will prepare the design, specifications and other project-specific material sufficient to provide the basis for competitive procurement.

2.4.2 FURTHER DEVELOPMENT AND OVERSIGHT OF PROGRAM. The Architect will develop project objectives and estimates; prepare designs, design criteria, detail specifications, schematic, design development, and Construction Document level drawings; assist in establishment of schedules, milestone dates, and phasing plans; review special conditions to the construction package submitted to Bidders; assist in evaluating bids; review and comment on payment applications and submittals; respond to RFI's; observe construction and assist in conducting inspections for substantial and final completion.

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

2.4.4 BUDGET. The Architect will correlate the program and design to the project budget. The Architect will confirm in writing that they agree the project can be achieved within budget.

2.4.5 PROJECT SCHEDULE. The draft project schedule is shown in Exhibit C. The Architect will schedule its work to conform to the Project Schedule.

2.4.6 DESIGN PHASE. Based on the County's program and budget requirements, the Architect will prepare Construction Documents. If the Construction Documents and budget are approved, the Architect will assist the County in taking and evaluating bids from Contractors. The Design Phase shall include as a minimum 1 one-day value engineering sessions.

2.4.7 MEETINGS. During the planning and design phase, the Architectural team shall attend as a minimum:

2.4.7.1 Kick off meeting in Modesto, CA

2.4.7.2 Program Review meeting in Modesto, CA

2.4.7.3 Weekly team meetings with the County, Project Manager, Users, and other parties shall to review and discuss progress, problems, and activities planned for the next interval. Weekly meetings may be conducted by conference with interactive computer displays. At least monthly meetings

will be attended in Modesto, CA.

2.4.7.4 Contract Closeout Meeting in Modesto, CA.

2.4.7.5 Other meetings as necessary through the bidding and construction process.

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

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

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

2.4.11 Provide a schedule of the Architect's work.

2.4.12 Revise design as necessary.

2.4.13 Attend meetings as appropriate.

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

SECTION 3. PROFESSIONAL SERVICES AGREEMENT AND RELATED MATTERS

This RFP and attached form of Professional Services Agreement define the County's basic requirements and serve as the basis for submittal of all Proposals in response to this RFP.

3.1 Professional Services Agreement

County will expect the Selected Respondent to execute the attached form of Professional Services Agreement (provided in draft form in Exhibit D), with only such changes as County may approve in its sole discretion. Respondents are expected to indicate any objections or requested changes to the form in their Proposals.

Each Respondent shall sign the Acceptance of Form of Professional Services Agreement ("**Acceptance**") in form attached hereto as Exhibit E, with the fixed price otherwise indicated in

the Respondent's Proposal. Any requested modifications to the form of Professional Services Agreement must be indicated by checking the appropriate box in Exhibit E and attaching the addendum referenced therein clearly identifying Respondent's proposed modifications. Respondents' proposed modifications to the form of Professional Services Agreement must be made in a "Strikeout" or "Underline" format.

3.2 County's Right to Amend

County reserves the right to make such modifications or additions to the form of Professional Services Agreement attached as Exhibit D to this RFP, as County may elect in its sole discretion prior to execution of the Professional Services Agreement, and thereafter as otherwise permitted by the Professional Services Agreement. Otherwise, County reserves the right to make modifications or additions with the mutual consent of the Selected Respondent.

3.3 Selected Respondent's Refusal to Execute

If the Selected Respondent refuses to execute the form of Professional Services Agreement in substantially the form attached as Exhibit D to this RFP, as modified by its Proposal, County may begin negotiations with the Respondent whose Proposal is determined to be the best alternative Proposal, determine that no such alternative Proposal exists or exercise any other available right.

SECTION 4. PROPOSAL PRE-SUBMITTAL INSTRUCTIONS

To submit questions and receive answers to questions in a timely manner, potential Respondents must follow guidelines specified in this section. Only information supplied by County in writing through this RFP and Addendum/Addenda, if any, may be used as the basis for preparation of Respondents' Proposals. The standard format for submission of Proposals to be used by Respondents is described in Section 5.

4.1 Distribution List

IMPORTANT: To ensure receipt of any Addenda issued by the County, the Respondent *must register as an RFP-Holder* in advance by submitting Exhibit F, Acknowledgment of Receipt of RFP Form to the Project Manager. Proposals must acknowledge receipt of Addenda to be considered for selection for this project.

4.2 Mandatory Pre-Proposal Conference and Site Visit

A mandatory-attendance Pre-Proposal Conference will be conducted on **February 15, 2018 at 2:00 p.m.** at the City / County Building at 1010 10th Street, Modesto, CA in the Chambers (basement level).

A list of the attendees will be provided to the registered RFP-holders by Addendum to this RFP. The Mandatory Pre-Proposal Conference and following site visit is anticipated to last 2-hours.

4.3 Deadline for Submittal of Written Questions

Potential Respondents may submit only written inquiries or requests regarding the intent and clarity of this RFP. Questions must be directed to the Project Manager by **February 21, 2018**. All questions must be written and should be submitted by fax (209-525-4384) or email (oakesc@stancounty.com). The identity of the person/organization submitting the questions will not be revealed by County.

4.4 Addendum/Addenda to this RFP

County reserves the right to interpret or change any provisions of this RFP at any time prior to **February 23, 2018**. Such amendments, if any, shall be issued as written Addenda to this RFP. Stanislaus County does not intend to issue any Addenda within seven (7) days of the Proposal Deadline.

Additionally, County may prepare answers, in the form of an Addendum to this RFP, to questions addressed by County and as County otherwise deems appropriate. Written responses, in the form of an Addendum and amendments, if any, to this RFP will be sent via e-mail no later than **February 23, 2018**. Any Addendum issued by County may also be obtained in person from the office of the Project Manager.

IMPORTANT: To ensure receipt of any Addenda issued by the County, the Respondent *must register as an RFP-Holder* in advance by submitting Exhibit F to the Project Manager.

4.5 Acknowledgment of Receipt of Addendum

Each Respondent is responsible to inquire as to the Addenda issued by County. All Addenda shall become part of this RFP, and all Respondents shall be bound by such Addenda, whether or not received by Respondent. Each Respondent must sign any Acknowledgment of Addendum Form (“**Acknowledgment**”) included as Exhibit I, and return the Acknowledgment with their Proposal Form. Failure to return the Acknowledgment shall constitute a presumption of withdrawal from the proposal process and the potential Respondent’s name shall be removed from the Distribution List.

SECTION 5. PROPOSAL PREPARATION AND SUBMITTAL INSTRUCTIONS

This RFP and attached form of Professional Services Agreement define the County’s basic requirements and serve as the basis for submittal of all Proposals in response to this RFP.

5.1 Proposal Format

The Proposal shall be clear and concise to enable County to make a thorough evaluation as to whether the Proposal meets County’s requirements. Proposals must include a detailed Table of Contents that is consistent with Section 5.1.1 of this RFP. All forms attached to and supplementary materials requested in the Exhibits to this RFP must be thoroughly completed, clearly labeled, and included in the appropriate section of the Proposal, pursuant to Section 5.1.1.

Each Respondent may only submit one Proposal in response to this RFP.

5.1.1 Proposal Organization

Each Proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Any Proposal that does not conform to these minimum requirements may be deemed non-responsive and rejected on that basis, in County's sole discretion.

Section 1: Proposal Summary

- Title Page
- Table of Contents
- Proposal Organization Checklist, Exhibit G
- Transmittal Letter
- Executive Summary
- Consultant Qualifications and Experience
- Consultant Client References
- Subconsultants
- Proposed Approach
- Performance Criteria

Section 2: Financial Information

- Letter from insurance broker
- Claims and litigation history

Section 3: Response Forms

- Proposal Authorization, Exhibit H
- Acknowledgment of Addendum Form (if necessary), Exhibit I
- Acceptance of Form of Professional Services Agreement, including any proposed modifications, Exhibit E

Section 4: Discretionary Supplemental Materials

- Any desired materials with explanation of relevancy

5.1.2 Title Page

In a one page cover identify the Project and Services, the date of Proposal submittal, the name of the Architect and its principal place of business, and the name, title, telephone and facsimile numbers and e-mail address of the person to be contacted for clarification.

5.1.3 Table of Contents

Each Proposal must provide in Section 1 a detailed Table of Contents for the entire Proposal submittal package.

5.1.4 Proposal Organization Checklist

Complete the Proposal Organization Checklist attached as Exhibit G to this RFP to help ensure that all of the requested information is included in the prescribed format.

5.1.5 Transmittal Letter

Include a Transmittal Letter clearly stating the Respondent's intent to enter into a Professional Services Agreement with County for the Services as defined in this RFP and any and all Addendum/Addenda hereto. The Transmittal Letter must, as a minimum:

- Identify the date of the Proposal.
- Identify the Architect by proposed organizational team members and/or individuals, and the legal structure of each, and the principals of each firm/organization. Include, as a minimum, the following: architect, engineer, consultants.
- Identify the name, title, telephone and facsimile numbers and e-mail address of the person authorized to negotiate for and contractually obligate the Architect pursuant to all terms and conditions stated in the Proposal.
- Identify the name, title, telephone and facsimile numbers and e-mail address of the person to be contacted for clarification, if different from above.
- Indicate that it is being signed by the person(s) authorized to obligate the Architect contractually.

5.1.6 Executive Summary

The Executive Summary provides an overview of Respondent's Qualifications. The Executive Summary should identify, at a minimum, a summary of Respondent's explanation of why Respondent believes Respondent's firm is most qualified to be selected for this Project, and anything else Respondent deems particularly important.

5.1.7 Architect Qualifications and Experience

County is seeking an Architect with a team composed of experienced and highly regarded professionals who have demonstrated a capacity to perform services similar to the Services on a cost-effective basis. The team should include, as a minimum, a California licensed architect, and other specialized consultants as needed to augment the team's capacity to address professionally County's needs for the Project. Respondents must propose staff that will perform day-to-day Project Services dedicated to this Project, not senior personnel who have other, substantial responsibilities.

Respondent shall provide a detailed resume for each of the key staff who will be responsible for each of the various components of the scope of services for this Project. The resumes shall

include the individual's name, address, telephone, facsimile, their professional qualifications, and number of years in business as well as previous firm names during the past ten years, and education, years of relevant experience, professional registrations including evidence of valid applicable licensure, and at least three examples of services within the past three years pertinent to determining qualifications for the Architect.

Each Respondent shall include a statement identifying the proposed Architect firm, its legal structure (i.e. corporation, partnership, limited partnership, or joint venture), and its managerial personnel. If the proposed Architect is a partnership, limited partnership, or other association, the Respondent must provide a listing of all of the partners, general partners, or association members known at the time of Proposal submission who will participate in the Services. Respondent shall identify the most recent experience for the various team members with emphasis on team collective experience. The Proposal should focus on primary and related experience including, but not limited to, the following:

The Proposal must describe the relevance and importance of each project in relation to the Services, disciplines, and team members' key individuals available for this Project. Respondent shall describe how this experience qualifies these parties to accomplish their proposed roles in the Project.

For each employee, provide the following: the employee's name, state of residence, and if the employee is a California registered Architect, their discipline and registration number. Resumes with this information are sufficient.

Substitution of personnel named in the Proposal during the proposal process or during performance of the Services shall require the County's written approval. Respondents and Architects shall submit a written request for the substitution, including the reason for the requested substitution and a detailed resume for the new proposed person demonstrating that he or she meets the minimum requirements for the position. The substituted personnel must, in the County's opinion, meet the minimum qualifications for the position being filled.

5.1.8 Architect Client References

Provide references for three recent projects in which Architect performed services similar to the Services for the proposed Project. List your team's projects which have been completed, or as a minimum, are substantially completed. For each project, (a) provide a description of project and services performed, to support the claim it is similar to the proposed Project; (b) provide a client/owner contact person, title, address and telephone number; and (c) identify key staff on the project, including architect and other key personnel.

5.1.9 Sub-Consultants

Provide information on sub-consultants, including a description of the services to be performed by each sub-consultant.

5.1.10 Proposed Approach

Provide a description of your technical approach to providing services to the County for this Project.

5.1.11 Performance Criteria

Describe how your team is organized to provide the services to perform this Project.

Describe the major strengths of your team.

Describe the major difficulties that you might expect to encounter in conducting and coordinating this Project to ensure that the County receives high quality design and construction. Describe the methods you would use to overcome these difficulties.

Describe your firm's ability to perform the work within the schedule outlined herein.

5.1.12 Financial and Related Information

Respondent is required to demonstrate that it is financially qualified to undertake the Services defined by this RFP. The County may require the top ranked Respondent to provide, for itself and any team member of any proposed consortium or joint venture audited and/or reviewed financial statements for the most recently completed three fiscal years.

Respondents must also provide a letter from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.

5.1.13 Prior Litigation / Claims

Provide a description of any litigation or claims against your firm in the past five years.

Respondent must also provide a list of all claims and litigation, including threatened, if any, within the past five years, on any projects for which Architect or any team member failed to complete any work awarded, with explanation of circumstances.

5.1.14 Proposal Authorization

Prepare and sign the Proposal Authorization in form attached to this RFP as Exhibit H (“**Authorization**”). Signature of the Authorization shall constitute acceptance of the Conditions Governing this RFP pursuant to Section 7.

5.1.15 Discretionary Supplemental Materials

Respondent may include in its Proposal submittal, on a discretionary basis, other materials that it believes may improve the quality of its Proposal. Respondent must include an explanation of the relevancy of the other materials to the Proposal.

5.1.16 Miscellaneous Procedures

Each copy of the transmittal letter and Acceptance must contain an original signature. Proposals submitted by partnerships must be signed with the partnership name, followed by the signature and designation of the partner signing. Proposals submitted by corporations must be signed with the legal name of the corporation followed by the name of the state of incorporation. Two signatures are required for corporations, as follows: the signature of the president, the chair of the board or any vice president AND the signature of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of the corporation. The name of each signatory must be typed below the signature names.

County may interview any or all of the client references provided by Respondent. Submittal of a Proposal constitutes Respondent's consent for County to conduct reference checks and reasonable investigation of all information provided by Respondent.

All Proposals and accompanying documentation submitted by Respondents become the property of County and, except as otherwise provided in this RFP, will not be returned.

5.1.17 Pricing Proposal

For Respondents who are invited to attend the short list interviews, the Pricing Proposal for this project should be based on an assumed facility of approximately 5,000 square feet, and the scope of work set forth in the attached Professional Services Agreement. The pricing proposal and shall be identified by stage of work as provided as follows: The initial stage of work on this project is to develop the facility concept, building program, construction type, etc. The conceptual planning will determine the project scope, schedule and budget parameters to be presented to the Stanislaus County Board of Supervisors for final approval. Each subsequent stage (construction documents, bidding and award, then construction observation) will proceed contingent upon successful approval of the prior stage.

This RFP requests that the Respondents provide **in a separate sealed envelope, one copy of their** not-to-exceed price for all work. Pricing Proposals shall be provided to the Project Manager during the short-list interviews not with or in the initial Proposal submittal. The Pricing Proposals, submitted in a sealed envelope during the interviews, shall be provided as follows:

- 5.1.17.1 REIMBURSEABLE EXPENSES. All Reimbursable expenses must be included in the not-to-exceed proposed price.
- 5.1.17.2 PHASED STAGES OF WORK. Provide a subtotal of all proposed not-to-exceed costs and fees for the following stages of work:
 - a. Conceptual Design and Analysis, and Conceptual Cost and Schedule
 - b. Construction Documents (Plans and Specifications)(optional)

- c. Bidding and Award (optional)
- d. Construction Administration through Occupancy (optional)

Each stage ("b" through "d" shall be optional at the direction of the County's Project Manager.

Please use the template on Exhibit 1, below, or equivalent detail in your Pricing Proposal.

- 5.1.17.3 ADDITIONAL SERVICES. Hourly billing rates for additional services shall remain valid and without increase for the duration of this project.
- 5.1.17.4 OVERTIME. Overtime must be included in the not-to-exceed proposed price.
- 5.1.17.5 TRAVEL. Travel time must be included in the not-to-exceed proposed price.
- 5.1.17.6 SIGNATURE. The handwritten signature of the Respondent.

Exhibit 1 Pricing Proposal Template

Proposing Architectural Firm

Signature of Principal-in-Charge

Date

		NOT-TO-EXCEED TOTAL PRICE ^{1,2}
BASIC SERVICES		
a) Conceptual Design and Analysis, and Conceptual Cost and Schedule estimates	a	\$ _____
b) Construction Documents, Plans and Specifications	b	\$ _____
c) Construction Administration and Award	c	\$ _____
d) Construction Administration through Occupancy	d	\$ _____
TOTAL PROJECT, NOT-TO-EXCEED, ALL STAGES	a+b+c+d	\$ _____

¹ Includes all reimbursable expenses.

² Billed at hourly rates attached, not-to-exceed total.

HOURLY BILLING RATES AND ADDITIONAL SERVICES

(Attach separate sheet identifying Hourly Rates)

5.2 **Proposal Submittal**

5.2.1 **Proposal Due Date**

Respondents must submit five (5) identical numbered copies of each Proposal, including all attachments, each with original signatures, in a sealed envelope marked “Proposal for **Stanislaus County Empire Branch Library Project**.” Sealed Proposals will be received at the Project Manager’s office until the hour of **4:00 PM (PST)**. As determined by the clock on the wall of the Chief Executive Office field office, on **February 28, 2018**.

5.2.2 **Proposal Delivery**

All proposals must be submitted on 8½” x 11” paper in vertically bound form, loose-leaf, spiral, or comb-bound, with tabbed section headings clearly labeled in the format described in this RFP. Larger paper, 11” x 17” preferred, is permissible only for plans, charts, spreadsheets and other exhibits.

Proposers are encouraged to leave adequate time to ensure that the Proposals are delivered to the appropriate location. Proposals shall be submitted by hand delivery, U.S. Mail or other courier service. Persons returning Proposals by hand are advised that enhanced entry security measures are in effect at 1010 10th Street. U.S. Mail takes extra time for delivery since it goes through the County’s central distribution center before going to the specific department. Proposals sent by U.S. Mail that do not arrive to the Project Manager by the time specified in Section 5.2.1 will be considered late, even if they were received by the County’s mail distribution center on time. Facsimile transmissions will not be accepted. The Project Manager or its delegate will be responsible for determination if a Proposal is received on time. That decision will be final and no further consideration of late Proposals will be given. Any late Proposals will be returned unopened to the Respondent only upon request.

Deliver five (5) original copies of your proposal to:

Stanislaus County Chief Executive Office
Patricia Hill Thomas, Chief Operations Officer, Project Manager
1010 10th Street, Suite 6800
Modesto California 95354

*Envelopes must be **clearly** labeled:*

“Proposal for Stanislaus County Empire Branch Library Project”

Respondent may provide an electronic response via e-mail in addition to the written Proposal submittal. The written Proposal shall be considered the legal response.

Proposals may not be amended after submission.

5.2.3 Proposal Submission

5.2.3.1 It is the sole responsibility of Respondent to see that its proposal is received in proper time.

5.2.3.2 Respondent shall carefully examine the instructions contained herein and satisfy itself as to the conditions with which it must comply prior to submitting its proposal, and to the conditions affecting the award of contract.

5.2.3.3 If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected.

5.2.3.4 All Respondents are hereby notified that any collusive agreement fixing prices so as to control or affects the awarding of this contract is in violation of the competitive bid requirements of State law and may render void any contract let under such circumstances.

5.2.3.5 Proposed prices shall be in effect for ninety (90) days from the date of submission.

5.3 Proposal Withdrawal

Any Respondent to this RFP may withdraw a Proposal by written notice delivered to the Project Manager prior to the due date and time specified in Section 5.2.1 for receipt of Proposals.

5.4 Irregular Proposals

A Proposal may be rejected if it shows any alteration of form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind. If the proposal amount is changed after the amount is originally inserted, the change should be initialed.

5.5 County's Right To Reject or Terminate RFP

County expressly reserves the right to further consider, accept or reject any or all Proposals submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP, or to request new proposals or pursue any other means for obtaining the services contemplated by this RFP and/or the Professional Services Agreement.

SECTION 6. PROPOSAL EVALUATION AND SELECTION PROCESS

6.1 Selection Committee

County will appoint a Selection Committee to review and evaluate all Proposals; contact Respondents as required; request a Respondent to modify its proposed modifications to the Professional Services Agreement; and make recommendations regarding the selection of a Selected Respondent. The Selection Committee may consist of County staff and others designated by County.

County reserves the right, in its sole discretion, to waive minor irregularities, and to waive mandatory requirements.

County reserves the right to modify or suspend any and all aspects of the selection process indicated in this RFP, to waive any defects as to form or content of this RFP, or to reject any or all Proposals.

6.2 Evaluation Process

Proposals will be evaluated on a comparative, competitive basis, based upon the RFP's submittal requirements, including the experience, organization and qualifications of the firm and individuals proposed. Specific evaluation criteria will include:

- The ability, capacity, and skill of the Respondent to perform the contract and effectuate the work;
- The type of work needed by the County in light of the nature of the project and budgetary issues;
- The ability of the Respondent to effectuate the work within the time specified, without delay;
- The character, integrity, reputation, judgment, experience, and efficiency of the Respondent;
- Whether the Respondent has satisfactorily performed similar work on similar projects;
- Any other factor deemed to be relevant, in the County's sole discretion.

During the evaluation process the Selection Committee may conduct independent research, request additional relevant information specific to the evaluation process, and seek assistance from reliable sources to clarify, explain, or otherwise participate in the evaluation process without issuing an Addendum. The Selection Committee shall make its decision based on committee members' analysis and assessment of each Proposal's positive, neutral, and negative attributes.

County reserves the right to conduct its own due diligence of the Respondents prior to selection of a Selected Respondent.

6.3 Interviews and Pricing Proposal Submittal

The County, in its sole discretion, may prepare a short list of Respondents for interviews. Respondents who are invited to attend an interview will be notified in writing. **Short-listed Respondents must bring one pricing proposal (as detailed in Section 5.1.17) in a sealed envelope to the interview.**

If requested by County, qualified Respondents may be required to present their Proposals to the Selection Committee and submit to oral questions. The County intends to conduct interviews of short-listed firm(s) on **March 13, 2018**, and may continue, if needed, into **March 14, 2018**. Respondents should be prepared to appear for an in-person interview in Modesto, California if notified by the County after the proposal submission. The interviews should include the proposed consulting Project Manager and key personnel that are critical to the proposed project delivery.

Each Respondent should prepare a presentation not to exceed 30 minutes. Each Respondent is responsible for any special equipment required for the presentation. The total time allowed for each Proposal interview shall be 60 minutes, including set-up and questions and answers.

The interviews shall be solely for the benefit of the County and shall not be open to the public or to other Respondents.

6.4 Selection Process

Upon completion of the interview process (if interviews are conducted), the evaluation committee will rank order the top Respondent firms in accordance with the specified evaluation criteria. Scope and fee negotiations will then be conducted with the top ranked Respondent. If unsuccessful, negotiations with the top ranked Respondent will cease, and negotiations with the next highest ranked Respondent will be initiated. If negotiations are unsuccessful with the Respondents ranked as most qualified, then the competitive negotiations effort may be terminated and a new procurement process may be initiated.

Based on the results of the evaluation process, the Selection Committee will select a Selected Respondent to be recommended to the Board. County staff will identify the Selected Respondent to be recommended to the Board, and will use reasonable efforts to deliver a copy by to each Respondent who submitted Proposals no later than the business day after posting.

The Board, in its sole discretion, may either approve, reject, or approve or reject with conditions, the Selection Committee's recommendations. County reserves the right to modify the qualification criteria outlined in this RFP.

Respondents to this RFP are instructed not to contact elected officials, County staff or members of the Selection Committee regarding the selection process. Efforts to lobby or influence individuals involved in this selection process may, at County's sole discretion, result in dismissal from further consideration.

6.5 Post Approval Procedures

The Professional Services Agreement will be finalized promptly following Board approval of a final Selected Consultant. In the event that the approved Selected Consultant fails or refuses to sign a Professional Services Agreement acceptable to the County, County reserves the right to finalize a Professional Services Agreement with another qualified Respondent without undertaking a new RFP process, or exercise any other available right. The time for awarding the Professional Services Agreement may be extended by the County.

SECTION 7. CONDITIONS GOVERNING THIS RFP

7.1 Confidentiality

County has made a determination in accordance with Government Code Section 6255 that all Proposals submitted in response to this RFP shall not be made public by County until after County has executed and adopted by resolution a Professional Services Agreement with the Selected Consultant. In the event a Respondent wishes to claim portions of its Proposal exempt from disclosure under the Public Records Act, it is incumbent upon Respondent to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. However, County will make a decision based upon applicable laws.

County shall notify Respondent of any materials or information that County does not believe are entitled to exemption from the Public Records Act, and Respondent shall have five (5) business days from such notice to:

- withdraw its Proposal;
- withdraw such information from its Proposal; or
- withdraw such information and replace it with substituted information for which Respondent does not claim an exemption.

Proprietary or confidential data must be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information. The cost of Services shall not be designated as proprietary or confidential information.

7.2 Insurance

Insurance coverage to be provided by the Selected Consultant shall be at least as broad as the insurance requirements set forth in Paragraph 7 of the Professional Services Agreement attached as **Exhibit D**.

7.3 Applicable Laws/Miscellaneous

Respondents are required to sign and submit the Authorization, stating their agreement to comply with the following terms and conditions of this RFP:

- a. The Selected Consultant, its employees, agents, contractors, and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing Services for the Project.
- b. The Selected Consultant shall comply with the laws of the State of California requiring employers to insure against liability for Worker's Compensation while performing Services for this Project.
- c. All Consultant Services shall comply with all statutes, ordinances, regulations, codes, and requirements of all governmental entities, including federal, state, County, and municipal entities, relating to the Project.
- d. This RFP and any resultant Professional Services Agreement shall be governed by the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Stanislaus and the State of California.
- e. All data and information provided by County or referred to in this RFP is furnished for the convenience of interested parties in preparing a Proposal. The Respondent shall defend, indemnify and hold harmless County from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of, the Respondent's response to this RFP. County expressly disclaims any and all liability for representation or warranties, express or implied, contained in the RFP or any other written or oral communication transmitted or made available to interested parties, including any errors of omission.

LIST OF ATTACHMENTS

- Exhibit A Description and Scope of Project
- Exhibit B [Not Used]
- Exhibit C Draft Project Schedule
- Exhibit D Form of Professional Services Agreement
- Exhibit E Acceptance of Form of Professional Services Agreement
- Exhibit F Acknowledgement of Receipt of RFP Form
- Exhibit G Proposal Organization Checklist
- Exhibit H Proposal Authorization
- Exhibit I Acknowledgment of Addendum

REQUEST FOR PROPOSALS

FOR ARCHITECTURAL SERVICES

FOR THE

**STANISLAUS COUNTY
EMPIRE BRANCH LIBRARY PROJECT**

MODESTO, CALIFORNIA



**Exhibit A
Description and Scope of Project**

**Empire Branch Library
Description and Scope of Project**

Background

The Stanislaus County Library operates a main Library facility in downtown Modesto and thirteen branch libraries. The Empire Branch Library, currently located in a shared-use modular building at 18 South Abbie Street in Empire, California is open Tuesday through Saturdays and provides service to the rural community of Empire (population $\pm 5,000$.) The existing location is not readily visible and in poor condition.

Property was donated to Stanislaus County on March 28, 2017. The property is adjacent to the 5.5 acre Empire Community Park and the Empire Regional Water Safety Training Center, a community swimming pool, and adjacent to Empire Elementary School and Aspire Vanguard College Preparatory Academy. The donated property at 98 I Street in Empire contains 17,960 square feet and was the former site of a non-profit Community Center. The former Community Center was destroyed by fire in May 2015.

The new site affords much greater visibility and access by the Empire community, and provides an opportunity for the County to develop a permanent structure to meet Library needs in Empire.

The site can take partial advantage of existing off-street parking resources provided by the County for Empire Community Park.

Proposed Project. For a full scope of work, see the Professional Services Agreement (Exhibit D). The proposed scope of services includes but is not limited to the following:

- 1. Develop the Project Vision and Program Statement.** Library staff have identified a draft list of needs for a new Library; however, the County seeks to hire an architectural firm to review and validate these needs, conduct a public community meeting(s) and develop a refined program of needs. For purposes of this Request For Proposals, the Consultant should assume a total building program of approximately 5,000 square feet. *Deliverables include: Draft Project Vision and Program Statement to Project Team.*
- 2. Evaluate Program Conceptual Development Options and Costs.** After the development of the vision and program statement, the Architect must evaluate the donated site and potential facility options. These options should consider the building siting, adjacent/neighborhood properties and land uses, parking and site access, utility access, and security of the facility. Working with the County's project team, the Consultant shall evaluate various building types, including modular buildings, pre-engineered or pre-fabricated metal structures, or conventional construction with respect to overall development cost, functionality (acoustics, flexibility of use, efficiency), durability, maintenance and operational cost, functionality and aesthetics.

The Consultant shall develop each conceptual development option to provide a description, including interior and exterior sketch(es), a list of advantages and disadvantages of each, and a probable conceptual estimate of cost for each development of each option. The Consultant shall also consider any differences in the schedule to develop the proposed Empire Library given the various building options. County staff will assist the Consultant with development of the project schedule, specifically regarding County review requirements, Board of Supervisors approvals and timing, bidding and construction award requirements, etc. All construction work for Stanislaus County shall be by prevailing wages in accordance with the requirements of the State of California Department of Industrial Relations. The Consultant shall make a presentation to the Project Team and to a meeting of Community stakeholders. *Deliverables include: 1) Optional Plan Development Concepts (assume 3); 2) Analysis of Plan Development Concepts, including advantages, disadvantages, estimated costs and schedule or each concept; 3) Meeting with Project Team to review and discuss; 4) Attend and present concepts at one Community Stakeholder meeting.*

- 3. Refine Concept and Presentation to the Board of Supervisors.** Following the Community meeting, the Consultant and the County Project Team shall refine recommendations, refine the project budget and schedule. County staff may seek an estimate of another third party construction cost estimator. The Consultant shall prepare a recommended project concept and schedule for presentation to the Stanislaus County Board of Supervisors with County staff. *Deliverables include: Preparation of concept, cost and schedule presentation materials and meeting with the Project Team; and presentation to the Stanislaus County Board of Supervisors.*

Important: The final project budget established by the Board of Supervisors shall set the maximum project cost and the requirement for the Consultant's final design of the project. The final plans must be bid within the final project budgeted amount, including any additive or deductive alternatives, or the Consultant will be required to re-design the project within the established project budget solely at the Consultant's expense.

- 4. Develop Construction Documents.** Upon approval of the project concept and funding plan, the County's Project Manager shall provide the Consultant Notice To Proceed with development of detailed plans and construction documents. The design team shall prepare detailed design and construction documents, including plans and specifications. This step shall include presentation of design materials and recommendations, including color selections. The design team shall prepare the detailed project specifications and will provide them in electronic Microsoft Word format to the Project Manager; then work with the Project Team to merge the General Requirements (Division 01) of the specifications, including bid submittal procedures, general contractor requirements, etc., into a combined specification package for the purposes of bidding for construction of the project. (Stanislaus County is required to follow procedures provided in the California Public Contract Code for general law counties.) *Deliverables include: Comprehensive construction plans and project-specific specifications in MS-Word format and PDF format; with plan review comments incorporated.*

Plans and specifications will be submitted to Stanislaus County's independent, third-party plan review firm provided at the County's expense in coordination with the Stanislaus County Department of Planning and Community Development, Building Inspection Division, as directed by the Project Manager; and the Consultant shall be responsible for compliance with all plan check requirements. *Deliverables include: Comprehensive construction plans and project-specific specifications in MS-Word format and PDF format; with plan review comments incorporated.*

- 5. Construction Cost Estimate.** The Consultant shall prepare a detailed construction cost estimate reflecting the most recent design and construction documents, including any escalation to the mid-point of construction per the updated project schedule. The County may also provide a third-party cost estimator to evaluate the project concept, drawings, specifications and other relevant materials. The Consultant shall work with the third-party cost estimator and County staff to resolve any significant discrepancies between cost estimates.

Consultant shall present the final project design, cost and schedule to the Stanislaus County Board of Supervisors, requesting approval to proceed and seek construction bids. *Deliverables include: Final, reconciled construction cost estimate within approved project budget; Project Team review and approval; Presentation to the Stanislaus County Board of Supervisors.*

- 6. Pre-Bid Meeting.** The Design Team's Project Manager shall attend one pre-bid meeting at the project site to present the project design and to answer prospective bidder's questions (requests for clarification or information) at the pre-bid meeting and in writing to the County's Project Team for distribution in any needed Addenda. No addenda shall be issued less than 7 days prior to the bid due date. *Deliverables include: Response to bidder inquiries; attendance at Pre-Bid Conference; and any Addenda preparation assistance.*
- 7. Bidding and Award of Construction Contract.** The Design Team's Project Manager shall attend the bid opening and participate in the sequestered bid review and recommendation process. If all bids exceed the available project budget, the Consultant shall be responsible to re-design the project (Step 4) at their sole expense, and to participate in the re-bidding process. *Deliverables include: Participation in Bid Opening; Re-design if required.*
- 8. Construction Administration and Observation.** During construction of the project, the Consultant shall provide for observation of the construction work to ensure consistency with the design documents; provide answers to Requests for Information (RFIs) regarding the design and construction provide timely review of the selected contractor's progress relative to the contractor's billings. *Deliverables include: Attendance at weekly construction team meeting; response to RFI's as needed; review of Contractor payment requests and advice to the County Project Manager.*
- 9. Final Completion.** Assist the Project Team in the development of a punch list of final completion tasks, review of Contractor invoices, and assist in the installation of furnishings and equipment by the County to the final acceptance of the facility by the County. *Deliverables include: Final "walk-through" and preparation of a "punch list" of items requiring Contractor resolution; review of final billing by Contractor.*

[End of Exhibit A]

Exhibit B
Draft Project Budget

REQUEST FOR PROPOSALS

FOR ARCHITECTURAL SERVICES

FOR THE

**STANISLAUS COUNTY
EMPIRE BRANCH LIBRARY PROJECT**

MODESTO, CALIFORNIA



**Exhibit B
Draft Project Budget**

Exhibit B

Not Used.

Exhibit C
Draft Project Schedule

REQUEST FOR PROPOSALS

FOR ARCHITECTURAL SERVICES

FOR THE

**STANISLAUS COUNTY
EMPIRE BRANCH LIBRARY PROJECT**

MODESTO, CALIFORNIA



**Exhibit C
Draft Project Schedule**

Exhibit C

Draft Project Schedule

Activity	Date
<u>Architect Procurement</u>	
Issue RFP for Architectural Services	1/30/2018
Mandatory Pre-Proposal Conference	2/15/2018
Final Questions Due from Proposers	2/21/2018
Final Addenda issued	2/23/2018
Proposals Due	2/28/2018
Short List Notification	3/2/2018
Interviews (As Needed)	3/13/2018
Interviews (As Needed)	3/14/2018
Recommendation to the Board to Award Professional Services Agreement	3/27/2018
<u>Design</u>	
Notice to Proceed to Consultant	3/29/2018
Initial Design Meeting with Team (Concept and Approach)	3/29/2018
Conceptual Design Phase Complete	4/19/2018
Approval Conceptual Design by County	5/3/2018
Recommendation to the Board the Approval of Conceptual Design	5/16/2018
Construction Documents Complete	7/17/2018
Code Review of Final Documents	8/15/2018
Recommendation to the Board Approval to issue Notice Inviting Bids	8/28/2018
<u>Contractor Procurement</u>	
Issue Notice Inviting Bids	8/29/2018
Mandatory Pre-Bid Conference	9/12/2018
Final Questions Due from Bidders	9/17/2018
Final Addenda issued	9/19/2018
Construction bids DUE no <u>later than 2pm</u>	9/26/2018
Notice of Intent to Award	9/28/2018
Recommendation to the Board to Award a Construction Contract	10/9/2018
<u>Construction</u>	
Notice of Award	10/9/2018
Project Kick off Meeting	10/12/2018
Construction Notice to Proceed "NTP"	10/15/2018
Construction Substantial Completion (60 days from NTP)	12/14/2018
Final Construction Completion (15 days from NTP)	12/29/2018
Department Occupancy	12/31/2018

REQUEST FOR PROPOSALS

FOR ARCHITECTURAL SERVICES

FOR THE

**STANISLAUS COUNTY
EMPIRE BRANCH LIBRARY PROJECT**

MODESTO, CALIFORNIA



**Exhibit D
Form of Professional Services Agreement**

Exhibit D

FORM OF PROFESSIONAL SERVICES AGREEMENT

This Agreement For **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and [**Name of Firm**], whose address is [Address] ("Consultant" or "Architect"), on [**Date**].

Introduction

WHEREAS, the County has a need for professional services relating to the ARCHITECTURAL DESIGN of the County's **Stanislaus County Empire Branch Library Project ("Project")**; and

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

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

Terms and Conditions

1. Scope of Work

1.1 **Services:** The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in the RFP and Consultant's proposal to the RFP for the Project, which by this reference is made a part hereof ("**Proposal**") and **Appendix A (Description and Scope of Project)** which is attached hereto and, by this reference, made a part hereof.

1.2 **Ownership of Records:** Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, electronic data, and renderings prepared by or under the direction and control of the Architect ("**A-E Documents**"). These A-E Documents and copyright shall be the property of the County. The Architect may retain copies of A-E Documents for its records. County agrees to indemnify, defend and hold Architect harmless from and against any claims, costs, losses and damages resulting from the County's misuse of such documents.

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

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

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

2. Compensation

2.1 Total Compensation: The total compensation to the Architect for each phase option shall be on a lump sum basis. Payment shall be as specified in section 2.3, Monthly statements.

Conceptual Design & Analysis	\$ _____
Construction Documents, through completion of Plan Check and Owner Design Comments	\$ _____
Presentation, Bidding and Award of Construction, including Owner Design Comments	\$ _____
Construction Administration and Observation through Occupancy	\$ _____
TOTAL PROJECT	\$ _____

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

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

2.3.1 Retention: The County shall pay the Architect for services rendered in an amount not to exceed the option totals set forth in Section 2.1, less 5% retention in accordance with Civil Code Section 3320. County and Architect may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention withheld during the design phase options, bid options one, two, three and four, shall be released upon award of the construction contract. Retention withheld during the Construction Administration Option. Option five, shall be released upon substantial completion of the Project.

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

3. Term

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

3.1.1 Notice to Proceed: The Architect shall not commence work on an option until a Notice to Proceed is issued by the County. The County has no obligation to issue Notices to Proceed for all phase options.

3.1.2 Termination for Delay: If the project is delayed or suspended for a phase option beyond 60 days, (other than delays relating to the bidding and award of the General Construction Contract), termination may be mutually agreed to by the parties. If the project is delayed or suspended for the award of the General Construction Contract, beyond 120 days, termination may be mutually agreed to by the parties.

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

3.3 Termination by County: The County may terminate this agreement with or without cause upon 15 days prior written notice. Termination of this Agreement without cause shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

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

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates _____. Owner hereby designates **Patricia Hill Thomas as Project Manager**. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

Substitution of personnel named in the Proposal during the proposal process or during performance of the Services shall require the County's written approval. Consultant shall submit a written request for the substitution, including the reason for the requested substitution and a detailed resume for the new proposed person demonstrating that he or she meets the minimum requirements for the position. The substituted personnel must, in the County's opinion, meet the minimum qualifications for the position being filled.

5. Required Licenses, Certificates and Permits.

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

6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. Insurance

Consultant's Duty to Show Proof of Insurance. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

7.1 Coverage shall be at least as broad as:

7.1.1 Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project / location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Automobile Liability

If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.(Not required if consultant provides written verification it has no employees).

7.1.4 Professional Liability (Errors and Omissions)

Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and / or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and / or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance Provisions.

7.2 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.1 Additional Insured / Waiver of Subrogation

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

7.2.2 Primary Coverage

For any claims related to this contract, the **Consultant's insurance shall be primary** for insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

7.2.3 Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

7.2.4 **Reporting:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials employees, agents or volunteers.

7.2.5 Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

7.2.6 Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

7.2.7 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

7.2.8 Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

7.2.9 Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.2.10 Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

7.2.11 Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the PO for Consultant to procure and maintain a policy of insurance.

8. Indemnification

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

8.2 Duty to Defend: Consultant shall defend, indemnify and hold harmless the Indemnitees from all loss, cost damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Owner, or any of the other Indemnitees of articles or Services to be supplied in the performance of this Agreement.

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

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

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

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

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

9. Status of Consultant

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

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

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

responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

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

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

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

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

10. Records and Audit

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

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

11. Nondiscrimination

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

12. Assignment

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

13. Waiver of Default

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

14. Notice

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

To County: County of Stanislaus
Capital Projects
1010 10th Street, Suite 6800
Modesto, CA95354
(209) 525-6333 (phone)
(209) 544-6226 (fax)

To Consultant: [Firm Name]
[Address]
[City, State, Zip Code]
[Telephone Number]
[Fax Number]

15. Conflicts

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

16. Confidentiality

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

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

17. Severability

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

18. Amendment

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

19. Entire Agreement

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

20. Construction

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

21. Governing Law and Venue

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

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

COUNTY OF STANISLAUS By: _____ "County"	[FIRM NAME] By: _____ "Consultant"
APPROVED AS TO FORM: By: _____ County Counsel	

APPENDIX A (To Form of Professional Services Agreement)
SCOPE OF WORK

1. THE PROJECT DESCRIPTION

See Exhibit A in the Request for Proposals.

2. SCHEDULE OF SERVICE, AND SCHEDULING

2.1 Schedule

2.1.1 Architect shall complete or cause to be completed all services required under this Agreement in accordance with the approved Master Schedule, **Appendix B**.

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

2.1.2.1 The task list for each phase of the Work under this Agreement shall be submitted with the deliverables at the conclusion of the previous phase of the Work under this Agreement.

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

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

2.1.3 Architect shall prepare, submit for County acceptance, and maintain a design schedule detailing the Architect's scheduled performance of the Work. The schedule shall fit within and coordinate with the overall Master Schedule, **Appendix B**.

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

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

2.1.5.1 Architect's schedule shall outline dates and time periods for the delivery of Architect's services, requirements for information from the County for the performance of its services, reviews and approvals by the State, and required third party approvals and

preliminary meetings required to obtain agreement in principle with agencies and tenants involved in the Project.

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

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

2.1.6 Architect shall adjust and cause its retained Subconsultants to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules. Revisions to Architect's schedules shall be prepared and submitted when requested by County, but not more frequently than once a month.

2.1.7 Architect shall meet with, make written recommendations to, and coordinate with Project Manager at least once a week, or more frequently if necessary, regarding ongoing design and construction work, with respect to the following subject matters:

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

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

2.1.7.3 Project scheduling;

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

2.1.7.5 Construction schedules.

2.2 Empire Branch Library

2.2.1 **Conceptual Design and Evaluation Phase:** The Architect shall complete the Conceptual Design, including project delivery options, phase within **21 calendar days** after receipt of County's written authorization to proceed with this option. The time for completion is exclusive of time for review by County unless otherwise agreed to by the County.

2.2.2 **Construction Documents Phase:** The Architect shall complete the Construction Documents Phase within **60 calendar days** after receipt of County's written authorization to proceed with Construction Documents Phase, exclusive of time for reviews by County unless otherwise agreed to by the County.

2.2.4 **Bid Phase Phase:** The Architect shall complete the tasks required under the Bid Phase within **30 calendar days** after receipt of County's written authorization to proceed unless otherwise agreed to by the County.

2.2.5 **Construction Administration Phase:** The Architect shall provide services during the Construction Administration Phase, initiating at the Pre-construction Conference, for a period of **75 calendar days** through completion and acceptance of the project by the County Board of Supervisors (unless construction delays are the result of the bid documents as provided by the Architect). Should the time for construction exceed **2.5 months**, the Architect's services beyond that time will be compensated for under the Additional Services Clause of this contract if the delay is through no fault of the Architect.

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

2.4 Time: Time is of the essence for this agreement. The Architect shall comply with all response times or schedules specified in this Contract and in the project manual/specification or as agreed to by the County.

3.CONSTRUCTION BUDGET

3.1 Construction Budget: The budget will be based on the estimate developed by the County or the revised estimate developed as part of the final scope from Option 1, the Conceptual Design & Analysis Option, of this contract.

3.1.1 The total construction budget (excluding hazardous materials abatement, FF&E, and contingencies), estimated to the midpoint of construction, shall be established by the County based on the planning and program analysis within the Conceptual Design phase and shall be agreed in writing by the County and Architect.

3.1.2 The County may, in its sole discretion, add to or reduce by 10% the total construction budget during the Conceptual Design Option at no change in fee.

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

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

4.DEFINITIONS

Acceptance: The formal Acceptance by the County Board of Supervisors of the completion of the Work of a Construction Contract, which to County's knowledge has been performed in accordance with the Contract Documents and any approved modifications thereof.

Addendum: A written change to the Bid Documents issued before the time fixed for the opening of Bids.

Allowance: A stipulated amount specified in the contract for a scope of work to be defined later.

Alternate: See Bid Item below.

Appropriate Authorities and Agencies: Any private, local, municipal, County, State, regional, or federal authority or agency with which the Project may be involved. This term is intended to include those agencies and authorities which may require information or from which information is obtained.

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

Architect's Schedule: The schedule, prepared by Architect and approved by Owner, showing the timing and phasing of Architect's Services in connection with a Project, as set forth in Paragraph 2. It will include detailed design phases and tasks and be prepared in a bar chart format with supporting tasks by drawing/document program.

Basic Services: Architect's basic services as described in Paragraph 5.

Bid: The offer of a Contractor to perform the Work pursuant to a completed prescribed Bid Form, properly executed and guaranteed, and timely submitted.

Bid Documents: The documents approved by the County Board of Supervisors to advertise for construction of a Project, including the Notice to Bidders, Bid Form, Agreement Form, forms for the Bidder's Bond, the Performance Bond, the Payment Bond for Public Works, and the Escrow Agreement: Substitution of Securities, plus the General Conditions, Supplementary General Conditions, Special Conditions, Specifications, Plans, Permits, and any Addenda or written modification to any of the foregoing.

Bid Form: The approved form on which Owner requires a formal Bid be prepared and submitted for the Work.

Bid Item: A separately described Work item on the Bid Form, for which each bidder must submit a separate price. Bid items may be the following types:

Base Bid Item: The Basic Work described by the Contract Documents.

Additive Bid Item: A separately described additional Work item, which the Contract Documents clearly identify as an Additive Bid Item, for which each bidder must submit a separate price, and which Owner may choose to award *in addition* to the Base Bid Item.

Alternate Bid Item: A separately described alternate Work item, which the Contract Documents clearly identify as an Alternate Bid Item, for which each bidder must submit a separate price, and which Owner may choose to award *instead of* Work specified in another Bid Item.

Deductive Bid Item: A separately described Work item, which the Contract Documents clearly identify as a Deductive Bid Item, for which each bidder must submit a separate deductive price, and which Owner may choose to *deduct from* the Base Bid Item.

Change Order: A written amendment to a Construction Contract, changing the Work, the Contract price and/or the Contract time, approved and executed by the Contractor and the County Board of Supervisors or the Owner's Authorized Representative within the limits authorized by the County Board of Supervisors.

Construction Budget: Shall mean the County approved budget for construction of the project as defined in Paragraph 3.

Construction Contingency: The money budgeted by County for its use during construction for reasonable changes such as unforeseen conditions, design omissions and errors, delays, etc. It does not include scope changes.

Construction Contract: The written agreement on the Owner's form covering the performance of the Work and the furnishing of labor, materials, tools and equipment in the construction of the Work.

Construction Documents: The complete Plans and Specifications prepared by Architect describing the scope and details of the construction Work to be performed by the Contractor including all approved change orders synonymous with "Contract Documents."

Project Manager: Patricia Hill Thomas of Stanislaus County.

Contractor: The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, or the legal representatives thereof, who have entered into a Construction Contract with Owner. Synonymous with "Construction Contractor".

Contractor's Submittals: Items submitted by a Construction Contractor for Owner's review and acceptance including, but not limited to shop drawings, layouts, schedules, substitution requests, samples, mockups, catalogs, product data and literature, equipment data sheets, maintenance and operating data, warranties and guarantees.

County: Stanislaus County or Owner.

Days: Calendar days unless otherwise designated.

Deliverables: The Instruments of Service and other products of Architect's Services to be delivered to Owner pursuant to this Agreement.

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

Documents: The Contract Documents.

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

- a. Estimate of Construction Cost - Shall mean the estimate of cost of the construction work established by the Architect at a specific period in time (which will not be greater than the construction budget per paragraph 3.) The estimate shall include costs at current market rates, escalated to the mid-point of construction, including a reasonable allowance for overhead, profit, and design contingency. The estimate does not include the cost of land, right-of-way, County's bidding contingency, movable furnishing and equipment, change order contingency, and County contingency or other costs which are the responsibility of the County. The estimate does not include the compensation of Architect, Architect's Subconsultants, other consultants, and those items which are Owner's responsibility.

- b. Preliminary Statement of Probable Construction Cost - Estimate of probable construction cost in systems format, based on the Owner-approved Schematic and Design Development Phase documents.
- c. Final Statement of Probable Construction Cost - Estimate of construction cost in systems and CSI format, based on Owner-approved Construction Documents.
- d. Limit to Construction Budget - In no case shall the Preliminary and Final Statement of Probable Construction Cost exceed the Construction Budget. (Paragraph 3).

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

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

Notice of Final Acceptance: A document authorized by the County Board of Supervisors and executed by the County and Architect signifying that a Construction Contract has been completed.

Owner Contingency: The contingency amount in the project budget for County use to cover unforeseen issue and/or minor scope changes within the program. Not to be confused with the construction contingency.

Owner: Stanislaus County.

Options: Items or work in the specifications and including in the base bid which may be chosen by the County between two or more selections.

Other Direct Costs: Other direct costs are costs other than the Basic Services labor, overhead, and profit (but included in the total fee). They are expenses made by the Architect and the Architect's consultants. These expenses shall include computer plots, blueprinting and reproduction, and other general office expenses, etc., required for the completion of the work specified in this contract. Note: Does not include blueprinting for bidding, which is paid by the County.

Phase or Option: A discrete part of Architect's services, as further described in this agreement.

Plans: Project drawings prepared by Architect for approval by the County Board of Supervisors, including any Addenda approved by Owner's Authorized Representative, which specify the location, character, dimensions, and details of the construction Work to Be performed. Synonymous with "Drawings," "Contract Drawings," and "Documents."

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

Project: An entire public improvement proposed by Owner, to be designed by Architect, and to be constructed in whole or in part pursuant to Plans and specifications prepared by Architect, including the Construction Contract and any phasing and milestone requirements.

Project Budget: The Project Budget is the County's estimate of costs, including but not limited to, the elements of design consultants, land, construction, FF&E, soft costs, etc. for the entire Project.

Project Master Schedule: The time phased schedule for planning, design, bidding, and construction for the entire Project.

Record Drawings or Documents: Reproducible copies of the Contract Plans updated by Architect using information provided by the Construction Contractor showing conditions encountered and the final configuration of a Project as it was built, plus all clarifications, RFI's and changes posted by the Architect during construction.

Request for Information/Clarification: An instruction, clarification or additional information communicated by the Architect through the Owner to the Contractor which does not change the Construction Contract cost or time. (Note: The Owner may make interpretations which change a no cost RFI/Clarification to a Change.)

Services: The performance of labor and the provision of Instruments of Service by Architect in connection with a Project, pursuant to this Agreement.

Specifications: The directions, provisions and requirements pertaining to the materials to be furnished and to the method and manner of performing the construction Work by the Construction contractor, including any Addenda and revisions approved by Owner.

Standard of Care: The degree of learning, knowledge and skill possessed by reputable architects practicing on similar projects in the greater Sacramento/Stanislaus County areas. This definition will take precedence to others used in this agreement. Other provisions of this Agreement notwithstanding, all services performed under this Agreement shall be performed in a manner which meets this standard.

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

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

5. BASIC ARCHITECTURAL SERVICES OF ARCHITECT

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

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

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

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

5.1.4 Contract for or employ at Architect's expense (and approval by the County for which approval shall not be unreasonably withheld) consultants to the extent and as needed within the Standard of Care. This paragraph shall not create an obligation or contractual relation between County and any consultants retained by the Architect under the terms of this agreement. Said consultants shall, so long as their performance continues to be acceptable to the County, remain in charge of their scope of work for the project through completion of services provided in this agreement.

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

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

5.1.7 The Architect shall cooperate with funding agencies, and assist the County in providing information to interested parties to obtain funding for the Project or to comply with funding requirements imposed on the County.

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

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

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

5.2 Criteria

5.2.1 The Project shall be developed and designed in accordance with the latest issue of applicable codes, laws, regulations, and professional standards in effect as of the date of approval of the authorities having jurisdiction.

5.2.2 With the exception of fire sprinkler design, Architect shall not, unless otherwise permitted in writing by County, propose or recommend any design that has the effect of shifting design responsibilities from Architect to a contractor, through performance specifications or any other means unless otherwise agreed to in writing by the County. Performance specification will be allowed only when necessary to preclude single vendor sources.

5.2.3 Architect shall not, unless otherwise permitted in writing by the County, specify unique, untested, proprietary or sole source equipment, systems or materials. Whenever proprietary or sole source design or equipment is used, the Architect's design will allow for periodic maintenance and replacement of parts, equipment or systems, to be performed normally and without excessive cost or time.

5.2.4 Architect's design shall provide that surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access shall be in conformance with Cal OSHA.

5.3 Scope

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

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

5.3.3 Work performed by Architect shall conform to the requirements of the California Business and Professions Code. As referenced in Section 6703.1 of such Code, "Responsible Charge" for the work shall be with a Registered Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, and Electrical Engineer Licensed by the State of California.

5.3.4 Architect shall provide to County professional architectural and engineering services in all phases of the Project to which this Agreement applies. Services will include providing all professional architectural and consultant services necessary to perform the Work.

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

5.3.6 Architect shall engage those specialty Subconsultants, as necessary for proper completion of the Work, at the sole expense of Architect. Architect's contracts with its Subconsultants (and their contracts with their Subconsultants) shall incorporate this contract by reference to the extent not inconsistent with the Subconsultant's scope of work. County shall have the right to approve specialty Subconsultants engaged by Architect as well as their form of contract, which approval shall not be unreasonably withheld.

5.3.7 Architect shall require each of its Subconsultants to execute agreements containing insurance and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold County harmless from errors or omissions of the subconsultants.

5.3.8 Architect, or where appropriate, their consulting engineers shall review and visually verify as-built and as-designed information supplied by the County concerning existing structures, facilities and utilities, and determine if such information is sufficient to use in connection with the phases of the Architects Work and to be made available to Bidders and the

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

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

5.3.10 Architect shall provide to the County a written list of governmental regulations, licenses, permits, and any other type of applicable restriction and associated requirements for the completion of the Work and its incorporation into the Project.

5.4 Coordination of Architectural and Engineering Subconsultants/Other Consultants.

5.4.1 Architect shall coordinate design, architectural work, architectural and engineering disciplines and subconsultants involved in completing the Work. Architect's subconsultants shall coordinate with Architect and all architectural and engineering disciplines and subconsultants involved in completing the Work. The objective of this coordination shall be the development of a complete comprehensive and workable design in which the work of Architect plus each Subconsultant interfaces well and is properly coordinated, architecturally sound and well-engineered, with details that work together with regard to all affected disciplines.

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

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

5.5 Deliverables: Provide all deliverables required under this contract.

5.6 Not Used

5.7 Conceptual Design & Project Delivery Analysis Phase:

5.7.1 Program:

Program: The Architect shall develop a program, including but not limited to a report of the space requirements for the Project. The program shall include a review of the available data, space, and equipment, and incorporate it into the Program. The Conceptual Design shall incorporate the program requirements.

5.7.2 Conceptual Design

5.7.2.1 Conceptual Design Documents: The Architect will be responsible for Conceptual Design. The Architect will arrive at a clearly defined, well analyzed design that meets defined needs and/or concept as set forth by the Owner. It will include considerations of buildings and park form, existing utility locations, scale and relationship of the project components, character, functional planning solutions, and outline of the building and park systems. The Architect will prepare Conceptual Design Documents for review and approval by the County. The documents consist of interior & exterior sketches, site access & parking, utility locations, and proposed HVAC system.

The Architect will also provide an analysis of various options for development of the required facilities. These may include use of permanent (traditional) construction, use of modularity, use of pre-engineered metal structures, or other building systems to achieve the Empire Branch Library program requirements. Each option (no less than three options) will be evaluated in terms of its overall cost to construct, cost to operate and maintain, design advantages and disadvantages, durability, and other considerations.

5.7.2.2 Meetings:

5.7.2.2.1 Project Kick-Off Meeting: At the beginning of the Conceptual Design Phase, the Architect will attend a Project Kick-Off Meeting with the Core Team, and Users to discuss the project and schedule, and to listen to the users. The Architect shall follow up with individual or small group meetings as necessary to promote user involvement in the design of the Project.

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

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

5.7.2.3 Estimate: The Architect will prepare a Statement of probable Construction for at least three options for development of the required facilities.

5.7.2.4 Value Engineering: Informal value engineering will be used as an on-going process throughout the development of the design.

5.7.2.5 Site Visit and Investigations

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

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

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

5.7.2.6 Recommendations on Required Additional Information

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

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

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

5.7.2.7 Deliverables

5.7.2.7.1 County Approval: The completed Program, Conceptual Design & Project Delivery Analysis, and other documents will be presented to the County for written approval.

5.7.2.7.2 The Architect shall provide for State and County approval:

- 1) Program
- 2) Conceptual Design to include:
 - a. Interior & exterior sketches, site access & parking, utility locations & proposed HVAC System.
 - b. At least three Project Delivery options with cost for each as well as advantages / disadvantages.
 - c. One hard copy and electronic in PDF Format
 - d. Preliminary project schedule.
 - e. Preliminary cost estimate.
 - f. Architect task list and schedule for Construction Document Phase.

5.7.2.8 Final Submittal: For the Final Submittal, the Architect will allow two (2) weeks for the County review; will make changes requested by the County and resubmit a single reproducible copy with corrections within 1 week of receipt of final comments or as otherwise approved by the County; and allow 1 week to schedule the Board approval.

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

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

5.7.2.8.3 Estimate of Construction Costs and Schedule.

5.7.2.8.4 Final Conceptual Design

- 1) Prepare reports containing sketches and conceptual design criteria with appropriate exhibits.
- 2) Conceptual rendering.

5.8 Construction Documents Phase:

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

5.8.1 Based upon approved Conceptual Design Documents and any further adjustments in the scope and quality of the Project or in the Project budget authorized by County, the Architect shall prepare, for approval by County, Contract Documents consisting of drawings, general conditions, and technical specifications setting forth in detail the requirements for the construction of the Project. Such documents shall be full, complete and accurate within code requirements and the Standards of Care, giving such information as will enable a competent builder to carry them out. The specifications based on CSI Format shall note the detailed specifications of all specified items so that "or equal;" proposal characteristics can be reviewed and measured. The County will prepare the bidding requirements, General Conditions, Special Conditions, and Division 1 documents.

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

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

5.8.4 The Architect in consultation with and upon approval of the County and Project Manager will plan for at least five (5) bid alternates in the Construction Documents. The actual number will be confirmed by the County.

5.8.5 The Architect shall prepare all drawings and specifications in conformity with the applicable building codes, the Public Bidding Requirements of the California Public Contracts Code, and all other applicable state and federal laws and regulations in effect at the time of the signing of this agreement.

5.8.6 Upon approval by the County, Architect shall submit the completed Contract Documents to the authorities having jurisdiction over the issuance of approval for construction. Contract Documents must be approved by the Stanislaus County Building code review authority and Fire Marshal before the Project will be bid. The Architect is responsible for the timely submittal of documents including calculations and timely plan check corrections.

5.8.7 Working drawings shall be prepared using computer aided drafting medium. Each door shown shall have a separate, unique number; each room shall have a name and separate unique number; and shall be listed separately on the room finish schedule. Door hardware functions and requirements for master keying shall be specified. Drawing size shall not exceed 30" x 42" unless otherwise approved by the County. The Architect will provide County with two (2) sets of electronic drawings, PDF Format and CADD, one (1) set of reproducible and one copy with addendum items included for progress prints each month and/or review meeting.

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

5.8.9 Informal value engineering will be used in an ongoing process. If required by Project Manager, the Architect's Principal In Charge, Project Manager, Design Architect & key consultant will attend a one-day value engineering session.

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

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

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

5.8.12.1 Will be constructible, workable and biddable;

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

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

5.8.13 Deliverables:

5.8.13.1 The Architect shall prepare a detailed Construction Cost Estimate for the Base Bid, with separate estimates for portions of the Project authorized by the County to be bid as separate segments, allowances, and/or alternates. Cost escalation shall be measured to the mid-point of construction.

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

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

5.8.13.4 The Architect shall review and comment on the General Conditions and Division 1 specifications provided by the County, but not as to legal or insurance requirements or considerations. The County may accept or reject the Architect's suggested changes in its sole discretion.

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

5.8.13.6 Prior to commencing the Bid Phase, the Architect shall prepare a revised final estimate of basic work together with estimates of all alternatives and changes ordered by the County, in a form approved by the County. This final estimate will control whether the Architect will be obligated to redesign the Project pursuant to requirement herein below.

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

5.8.13.8 The Architect shall specify the qualification criteria for specialist subcontractors, including qualification submittal requirements.

5.8.13.9 Provide detailed, biddable construction documents, plans, and detailed specifications for all disciplines required to construct the project.

- 1) Submit one reproducible and electronic copy of the specifications at 95% and 100%.
- 2) Submit one copy, one reproducible, and two electronic copies (PDF format and CADD) of the drawings and plans at 95% and 100%.
- 3) Suggested construction project schedule and electronic copy.
- 4) Final detailed cost estimate at 95% and 100%.

5.8.14 95% and 100% Final Submittal:

5.8.14.1 95% Submittal: The Architect shall submit all required Contract Documents to the County as a package, with all items completed. County will review and return a check set of documents to the Architect with comments within 2 weeks of receipt.

5.8.14.2 100% Submittal: The County will review and return comments within 1 week. The Architect shall make changes necessary to comply with the County's review comments, and resubmit a set of corrected documents, along with County's marked-up check set within 5 days of receipt, or as agreed to by the County. The Architect will allow 1 week to schedule the Board approval.

5.8.14.3 Presentation to the Board of Supervisors for approval.

5.8.14.4 Attend document and final review meetings, and document comments and how they were incorporated in the design. The documentation will be provided with the 100% submittal.

5.8.14.5 Provide the final estimate as necessary.

5.9 Bidding Phase:

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

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

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

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

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

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

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

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

5.9.8 For substitutions, determine if the salient characteristics have been met. Consult with County concerning, and determine the acceptability of, substitute materials and equipment proposed by Bidders.

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

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

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

5.9.12 If the lowest responsible, responsive bid received from a contractor exceeds the County's construction budget and Architect's estimate for the work to be performed by the contractor, the County may, at its discretion:

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

5.9.12.2 Reject all bids and rebid the contract.

5.9.12.3 If the base bid amount is more than Architect's estimated amount for the base bid plus additive alternates in Architects final statement of probable Total Construction Costs

rendered at the end of the Construction Document Phase, require the Architect to redesign and revise the documents or revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project Construction Cost for the work to be performed by the Contractor, while still meeting the County's program objectives in which case the Architect shall at its expense, if so directed by the County, modify the Construction Documents in order to reduce the Project Construction Cost for the work to be performed by the Contractor within the Project budget per Paragraph 6 of this agreement.

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

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

5.10 Construction Phase:

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

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

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

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

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

5.10.5 RFI's/Clarifications: As requested by the Project Manager, the Architect shall furnish definitions, clarifications, responses to request for information (RFI), and issue unilateral AE clarifications. Architect will render interpretations upon receipt of RFI's and provide clarification necessary for proper and timely execution of the work. When clarifications and responses to RFI's are necessary for the proper execution or progress of the work, the Architect shall render a written decision no more than five (5) working days from the date of receipt of the request unless such review requires additional time to sufficiently respond for which the Architect shall advise the Project Manager and such time may be approved by the County.

5.10.5.1 The Architect/County RFI's and clarifications plus RFI's by the Contractor will be issued on the County's form. The Architect shall use the numbering system assigned by the

Construction manager. All information will be provided on 8-1/2" x 11" drawings (or larger if required). Bulletins revising the entire drawing (or drawings) shall not be issued (unless approved by the County) except for the initial revision of the conformed drawings/project manual for construction (prior to the notice to proceed) which will contain only addenda revisions. Thereafter all information will be transmitted as noted above. The Architect will concurrently post all clarification/RFI (and respective change order) information on the record documents.

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

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

5.10.6 Submittals: As requested by the Project Manager, the Architect shall review and recommend appropriate action on Submittals, shop drawings, erection drawings, and samples submitted by Contractors for compliance with the basis of the design, drawings, and project manual/specifications. The Architect shall not have control or charge of and shall not be responsible for job-site coordination, confirmation or dimensions, quantities, weight and gauges, fabrication process, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

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

5.10.6.2 The Architect shall review and recommend appropriate action on Contractor's submittals, as required by the Contract Documents, including laboratory, shop, and mill test reports of materials and equipment, and advise County as to the results of such reviews. The Architect shall promptly notify the County of all submittal review comments which comprise a change in contract requirements which could result in a change order to the Contract Documents by issuing RFI/clarification. The Architect will process submittals within no more than (10) working days to the Project Manager unless such reviews require additional time for which the Architect shall advise the County and such time may be extended in writing by the County. Submittals will be processed on email and CADD format whenever possible.

5.10.7 Substitutions: The Architect shall review and recommend appropriate action on the Contractor's requests for substitutions submitted under the requirements of General Conditions, and based on supporting data submitted by Contractor; shall advise the County as to the characteristics to be measured, whether such requests are, in fact, equal products to those specified; conform to the basis of the design; and are consistent with the remaining Contract Documents. All substitutions must be reviewed and recommendations made to the Project Manager according to Public Contract Code 3500 prior to award or in no more than ten (10) working days of receipt if submitted by exception after award (unless notified by the Architect that additional time is required and the request may be approved by the County).

5.10.8 Site Observations: The Architect shall make visits to the site at least once per week to observe and assess the progress and quality of the work; to generally determine if the work is proceeding in accordance with the Contract Documents; and to attend the Progress meeting with

the Contractor and Project Manager. Other consulting engineers shall also make periodic visits to the site as necessary for the performance of the Architect's obligation under this agreement and as requested by the County. The Architect will e-mail or fax a written trip report in hard copy and digital format within three (3) working days of the visit to the Project Manager. The Architect's (and Consultant's) representative making site visits will be an experienced and qualified design and Construction Administration Professional who has been delegated responsibility to make technical decisions and approvals on site.

5.10.8.1 On the basis of on-site observations, the Architect shall endeavor to guard County against defects and deficiencies in the work of the Contractor by providing technical interpretation of the documents to the County's Inspector, and shall notify County in the event a defect is observed. Exhaustive on-site inspections to check the quality or quantity of work is not required.

5.10.9 Payments: As requested by the Project Manager, the Architect shall evaluate and sign requests for payment submitted by the Contractor based on the Architect's observations at the Project site and review of the contract Documents, and shall advise the County in writing as to the percentage and quality of work completed to date. The Architect's signing of the certificate of payment shall constitute a representation by the Architect that the work has progressed to the point indicated, that to the best of the Architect's knowledge, information, and belief, the work quality is in accordance with the Contract Documents, and that the Contractor is entitled to payment.

5.10.10 Changes: If Contractor requests a change order or claim and as requested by the Project Manager, the Architect shall review and recommend appropriate action on such request and the time and/or price requested. If the Architect does not agree with the request for change or claim by the Contractor, within five days, the Architect will immediately prepare findings and recommendations setting forth the facts and providing an analysis upon which the recommendation is made and provide it to the Project Manager. The Project Manager will make the final determination.

5.10.10.1 Upon request of the Project Manager, the Architect shall prepare and sign all necessary contract change orders and return them to the Project Manager within two working days upon receipt or as otherwise agreed to by the County. If such change order is the result of a major change by the County in the scope of the Project, the Architect shall prepare such modifications, and shall be entitled to compensation as an Additional Service. (A major change in scope is defined as a change that is in excess of ten percent of the budgeted construction contingency.) If such change order does not result from a change by the County in the scope of the Project or other causes beyond the control of the Architect, the Architect shall not be entitled to additional compensation. The County shall approve and issue all change orders.

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

5.10.12 Punch Lists: As requested by the Project Manager, the Architect and their Consultants, and where appropriate its subconsultants, shall assist the County in preparing preliminary and final lists of deficiencies (punch lists) at substantial and final completion including updating the punch lists, and confirming completion by the Contractor. Punch List trips and durations will be in addition to the weekly site visits. For substantial completion there will be as a maximum three

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

5.10.13 Substantial and Final Completion: The Architect shall make Substantial and Final on-site observations and report (in hard copy and digital format) on the completed Project, and furnish County a written notice that the Project is completed in accordance with drawings and specifications except as noted. The Architect shall report all observed omissions, unauthorized substitutions, defects or deficiencies in the work not remedied by the Contractor, and shall advise the County within three working days of discovery of the same. The Architect will sign the certifications of substantial and final completion.

5.10.14 O&M Manuals: The Architect shall review for acceptance and forward to County within ten working days of receipt all operation and maintenance manuals and written guarantees/warranties and related comments assembled and submitted by the Contractor in compliance with the project manual.

5.10.14.1 Prior to Notice of Completion, the Architect shall assist the County in reviewing the Contractor's close out package consisting of sets of O & M manuals, warranties, certifications, and instructions for electrical, mechanical, and other systems installed on the Project. The Contract Documents shall require the Contractor to assemble, organize, and index material and furnish it in suitable loose-leaf binders, and provide same to the Architect who shall verify its completeness.

5.10.15 The duties, responsibilities, and limitations of authority of the Architect as the County's representative during construction as set forth herein shall not be modified or extended without written consent of the County and the Architect. The Architect shall keep detailed notes of all conversations with Contractor or any subcontractor or supplier, including telephone conversations, and shall forward hard and electronic copies thereof to the Project Manager within 3 working days.

5.10.16 During all warranty or guarantee periods, relating to design prepared under this agreement, the Architect shall, when requested, render advice in order to assist the County in obtaining necessary compliance by the Contractor with the terms of said guarantees or warranties.

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

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

5.10.19 Architect shall maintain to the satisfaction of the County, a computer- based system to record, log, control, and manage the processing of all documents such as Submittals, RFI's, changes, claims, schedules, etc.

5.10.20 Any communications between Architect and Contractor, and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent by fax and/or e-mailed immediately to Project Manager. This includes all

email transmissions received and sent; an electronic copy will be forwarded to the Project Manager the same day. The Architect shall maintain a digital and hard file copy of all e-mails.

5.10.21 Record Documents: Thirty days after final completion of the construction by the contractor, Architect shall revise the original Construction Documents (Electronically on Microsoft Word and CADD) so as to incorporate therein changes made during construction to produce “record drawings” which will be based on as-built information supplied by the contractor, RFI’s and change information posted by the Architect each month of the project. It is the intent that the Architect keep said record drawings adequately and accurately to record documented changes as construction progresses. The specifications shall require the Contractor to keep current records of all changes in the work for this purpose on as-built prints which will be submitted to the Architect to be transferred to reproduces at the end of construction prior to the final completion inspection. After original documents, specifications and CADD files have been so revised, they shall be delivered in electronic and velum format to County. All such documents are County property.

6. CONTROL OF CONSTRUCTION COSTS

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

6.2 Responsibility for Construction Cost: The County requires that the total estimated cost by the Architect shall not exceed the approved construction budget. The Architect accepts its responsibility for assisting the County in determining the scope and quality of the Project. Evaluations of the County’s Project budget and estimates of costs prepared by the Architect represent the Architect’s best judgment as a design professional familiar with the construction industry. The Architect’s documents must meet the construction budget and the, and the Architect must also provide bid alternates in the construction documents as a fail safe to keep the final construction cost within the budget.

6.3 Review of Project to Reduce Potential Cost Post Conceptual Design Phase: If the current estimate of the construction cost exceeds the then-current budget, the Architect shall immediately notify the County. Thereafter, the Architect shall review the Project to recommend what revisions or steps would reasonably be expected to bring the estimate of construction cost within budget. The Architect shall thereafter adjust the documents as directed, at no additional cost to the County.

6.4 Value Engineering: The County or its Project Manager may provide recommendations on value engineering designs. The Architect’s Basic Services shall include value engineering modifications to the design of the Project at no additional expense to the County.

6.5 Scope and Quality Adjustments After Approval of Conceptual Design Phase: At any time after County approval of the Conceptual Design Phase Documents, and prior to issuance of the Contract Documents for bidding, should any part of the County organization elect to make any major additions to the quality or scope of the Project, the Architect shall initiate a change notice to the Project Manager for approval by the County and prepare a revised estimate of the construction cost to reflect the cost of the scope change. Should such revised estimate of the construction cost exceed the budget, the County and Architect shall review the Project to determine what revisions would reasonably be expected to bring the estimated cost within budget. The Architect shall thereafter prepare a revised estimate of the construction cost, incorporating the mutually agreed revisions. When approved by County, such revised estimate of construction cost shall become the new County-approved budget. The Architect shall be compensated for any such necessary revisions to the

Contract Documents and cost estimates as an Additional Service, as provided herein, after Conceptual Design Phase. Note: As set forth in Paragraph 3, the County may increase the construction budget by five percent at no increase in fee.

6.6 Architects Obligation to Modify Documents:

6.6.1 If the Bid Phase has not commenced within three months after the Architect submits the Contract Documents to the County, the County-approved budget shall be adjusted to reflect any change in the general level of prices according to the Means City Cost Index between the date of submission of the Contract Documents to the County and the date on which proposals are sought.

6.6.2 If the lowest bona fide base bid for the Project received by the County exceeds the final Architect's estimate of construction cost, the County shall cooperate in revising the Project scope and quality as required to reduce the construction cost, including the acceptance of alternate bids. If the lowest bona fide base bid is in excess of the final Architect's estimate of basic work and the County so requests, the Architect shall modify the plans and specifications, without additional cost to the County, to incorporate the County-approved scope and quality revisions, so as to bring the cost of the project to within the limits set forth above of the final estimate of basic work. Providing such service shall be the limit of the Architect's responsibility arising from the obligation to modify the documents. In the event that the variation between the lowest bona fide bid and the final estimate of construction can be shown to be caused by sudden and unpredictable fluctuations (more than 15%) in economic conditions in the construction market place, as evidenced by analysis of the Means City Cost Index, the Architect's obligation hereunder shall be adjusted.

6.6.3 The Architect shall with mutual agreement of Project Manager be permitted to include contingencies for design during the Design Options (see Definitions Paragraph4) to provide for price escalation, to determine what materials, equipment, component systems, types of construction to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project within the program and to include in the Contract Documents alternate bids to adjust the bid cost to maintain the County-approved construction budget.

7. THE COUNTY'S RESPONSIBILITIES:

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

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

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

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

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

8. ADDITIONAL AND OPTIONAL SERVICES

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

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

8.2.1 County-directed revisions of previously approved drawings and/or specifications after the Conceptual Design Phase (except as otherwise specified herein) which incur cost to the Architect as the result of action by the County which are not otherwise the Architect's responsibility pursuant to this agreement.

8.2.2 Making County-directed environmental studies, topographic surveys and site surveys, and special analysis of County's needs to clarify requirements for Project programming, unless otherwise required of the Architect pursuant to this agreement as authorized by the County.

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

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

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

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

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

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

APPENDIX B

SCHEDULE

[To be provided. Draft Schedule provided in RFP Exhibit C]

Exhibit E
Acceptance of Form of Professional Services Agreement

REQUEST FOR PROPOSALS

FOR ARCHITECTURAL SERVICES

FOR THE

**STANISLAUS COUNTY
EMPIRE BRANCH LIBRARY PROJECT**

MODESTO, CALIFORNIA



Exhibit E
Acceptance of Form of Professional Services Agreement

Exhibit E

ACCEPTANCE OF FORM OF PROFESSIONAL SERVICES AGREEMENT

NAME OF RESPONDENT _____

The above Respondent hereby agrees to sign Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP as Appendix D, or has attached proposed modifications to the form of Professional Services Agreement as an Addendum to this signed Acceptance.

[Respondent must check one of the following boxes, and complete if applicable]

Respondent's proposed modifications to the Professional Services Agreement are attached as Attachment[s] _____ **[complete as applicable]** to this signed Acceptance, pursuant to the "Strikeout" or "Underline" format described in RFP Section 3.1.

Respondent has no proposed modifications to the Professional Services Agreement.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit F
Acknowledgment of Receipt of RFP Form

REQUEST FOR PROPOSALS

FOR ARCHITECTURAL SERVICES

FOR THE

**STANISLAUS COUNTY
EMPIRE BRANCH LIBRARY PROJECT**

MODESTO, CALIFORNIA



Exhibit F
Acknowledgment of Receipt of RFP Form

Exhibit F

ACKNOWLEDGMENT OF RECEIPT OF RFP FORM

In acknowledgment of receipt of this Request for Proposal for the County of Stanislaus for Empire Branch Library Architectural Services (“RFP”), the undersigned Respondent agrees that he/she/it has received a complete copy, beginning with the Title Page and Table of Contents and ending with Exhibit I.

This Acknowledgment of Receipt of RFP Form must be signed and returned to the Project Manager indicated below no later than **February 7, 2018** pursuant to Section 4.1 of the RFP. Only interested parties who elect to return this Acknowledgment of Receipt of RFP Form completed with the indicated intention of submitting a proposal will be placed on the distribution list for any and all Addendum/Addenda to this RFP. The name and address provided below will be used for all written correspondence related to this RFP.

Firm: _____

Contact Name: _____

Title: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

This entity does / does not intend to respond to this RFP [check appropriate box].

Respondent must return this signed form to the Project Manager identified in RFP Section 1.2.

REQUEST FOR PROPOSALS

FOR ARCHITECTURAL SERVICES

FOR THE

**STANISLAUS COUNTY
EMPIRE BRANCH LIBRARY PROJECT**

MODESTO, CALIFORNIA



**Exhibit G
Proposal Organization Checklist**

Exhibit G

PROPOSAL ORGANIZATION CHECKLIST

All forms are to be completed and any materials submitted with the proposal are to conform to the following specified format, pursuant to Section 5.1.1 of the RFP.

SECTION 1 Proposal Summary

- Title Page
- Table of Contents
- Proposal Organization Checklist, Exhibit G
- Transmittal Letter
- Executive Summary
- Consultant Qualifications and Experience
- Consultant Client References
- Subconsultants
- Proposed Approach
- Performance Criteria

SECTION 2 Financial Information

- Letter from insurance broker
- Claims and litigation history

SECTION 3 Response Forms

- Proposal Authorization, Exhibit H
- Acknowledgment of Addendum Form(s), Exhibit I
- Acceptance of Form of Professional Services Agreement, including any proposed modifications, Exhibit E

SECTION 4 Discretionary Supplemental Materials

- Explanation of relevancy of discretionary supplementary materials
- Supplementary materials

Exhibit H
Proposal Authorization

REQUEST FOR PROPOSALS

FOR ARCHITECTURAL SERVICES

FOR THE

**STANISLAUS COUNTY
EMPIRE BRANCH LIBRARY PROJECT**

MODESTO, CALIFORNIA



**Exhibit H
Proposal Authorization**

Exhibit H

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT _____

1. The above-named Respondent is a Respondent to the Request for Proposals of the County of Stanislaus for _____ Services (“**RFP**”) and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the respondent in all matters relating to this proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing this RFP described in Section 7 of the RFP.

4. The undersigned grants the County a right to County to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 90 days after its submission date.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit I
Acceptance of Addendum Form
"Acknowledgment"

REQUEST FOR PROPOSALS

FOR ARCHITECTURAL SERVICES

FOR THE

**STANISLAUS COUNTY
EMPIRE BRANCH LIBRARY PROJECT**

MODESTO, CALIFORNIA



**Exhibit I
Acknowledgment of Addendum Form
"Acknowledgment"**

Exhibit I

ACKNOWLEDGMENT OF ADDENDUM FORM "ACKNOWLEDGMENT"

TO THE COUNTY OF STANISLAUS

THIS ACKNOWLEDGMENT IS SUBMITTED BY:

(Firm/Company Name)

1. In submitting this Proposal, Proposer represents that the Proposer has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Proposer

Approval to Initiate the Empire Branch Library Replacement Project and Issue a Request for Qualifications and Proposals for Design and Planning Services



**Stanislaus County Board of Supervisors
January 30, 2018**

Diane McDonnell

Stanislaus County Librarian

Stanislaus County Library

Background

- **In March 28, 2017, the Stanislaus County Board of Supervisors approved the acceptance of donated property.**
- **Donated property located at 98 I Street, Empire, CA.**
- **Property was donated by the Empire Community Hall Association.**
- **The Board of Supervisors also approved the concept of relocating the Empire Branch Library to the donated property.**
- **Library staff has identified approximately 5,000 square feet of needed space for the new location.**

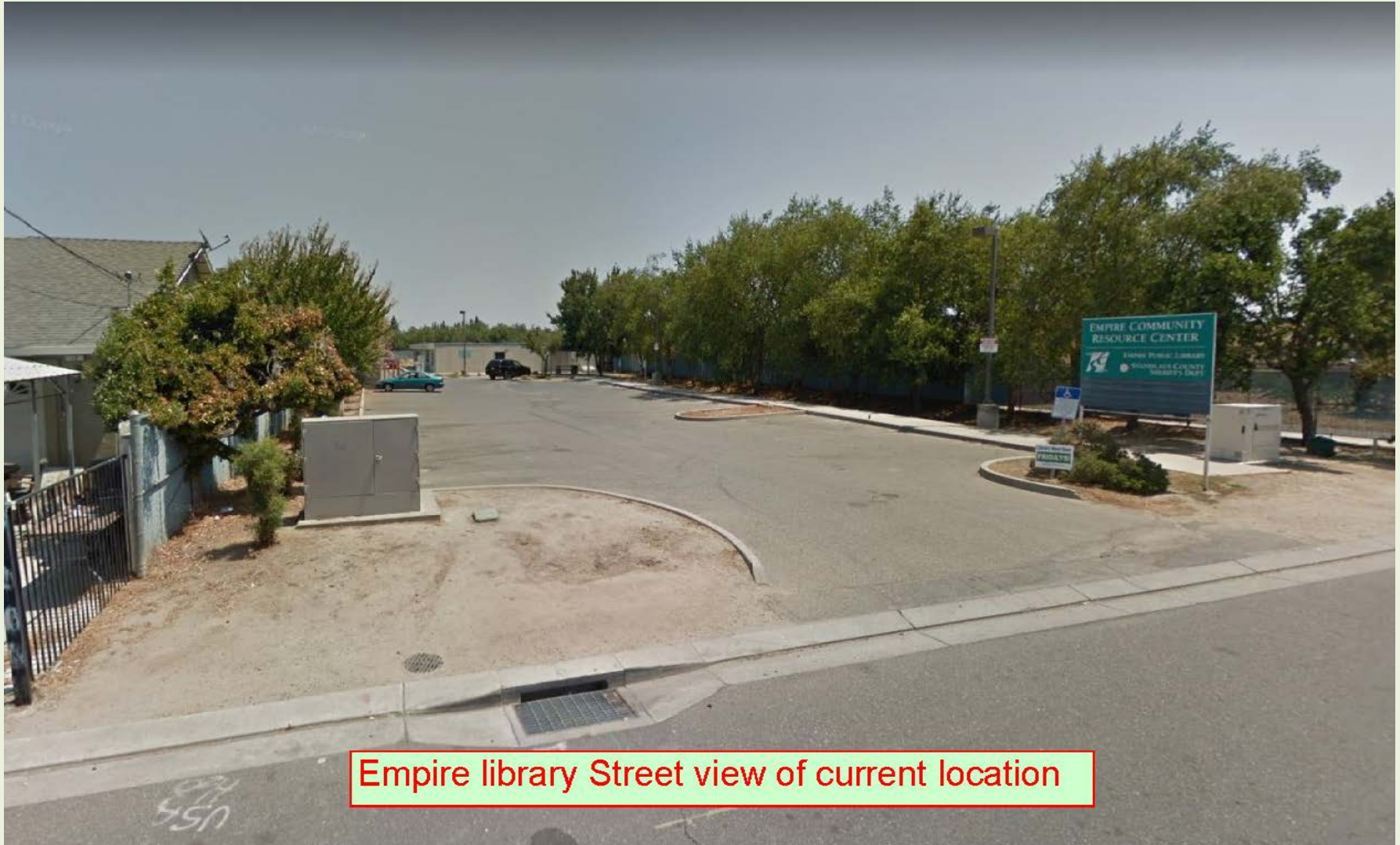
Background

- **Existing Library opened in 2000.**
- **5,780 square foot original modular building.**
- **Building is nearing the end of its useful life.**
- **Current building does not support all needed services.**
- **The building has been identified as a candidate for replacement in the Library Strategic Plan.**

A New Opportunity For The Empire Branch Library



Existing Empire Branch Library: 18 S. Abbie Street



Empire library Street view of current location

Patricia Hill Thomas

Chief Operations Officer

Assessing the Needs and Developing the Vision

- *Technology*
- *Adult Services*
- *Children's Services*
- *Teen Services*
- *Miscellaneous*

Standing Room Only Visioning Session

- **Visioning Session - Hosted on January 17, 2018**
 - **Conducted during the Empire Municipal Advisory Commission Meeting - Hosted by Supervisor Olsen, and the County Team.**
 - **Great community participation and sharing of ideas for improving the Library building and services.**
 - **The community worked together to develop themes and objectives.**
 - **Next step is the Design Phase.**

Developing the Vision

Questions:

- *What are the current successes and failures of the current Empire Branch Library?*
- *What could the Empire Branch Library do better?*
- *What do you envision or look forward to at the new Empire Branch Library?*
- *Who does the Empire Branch Library serve?*
- *What does the Empire Branch Library want to be?*

Visioning Session



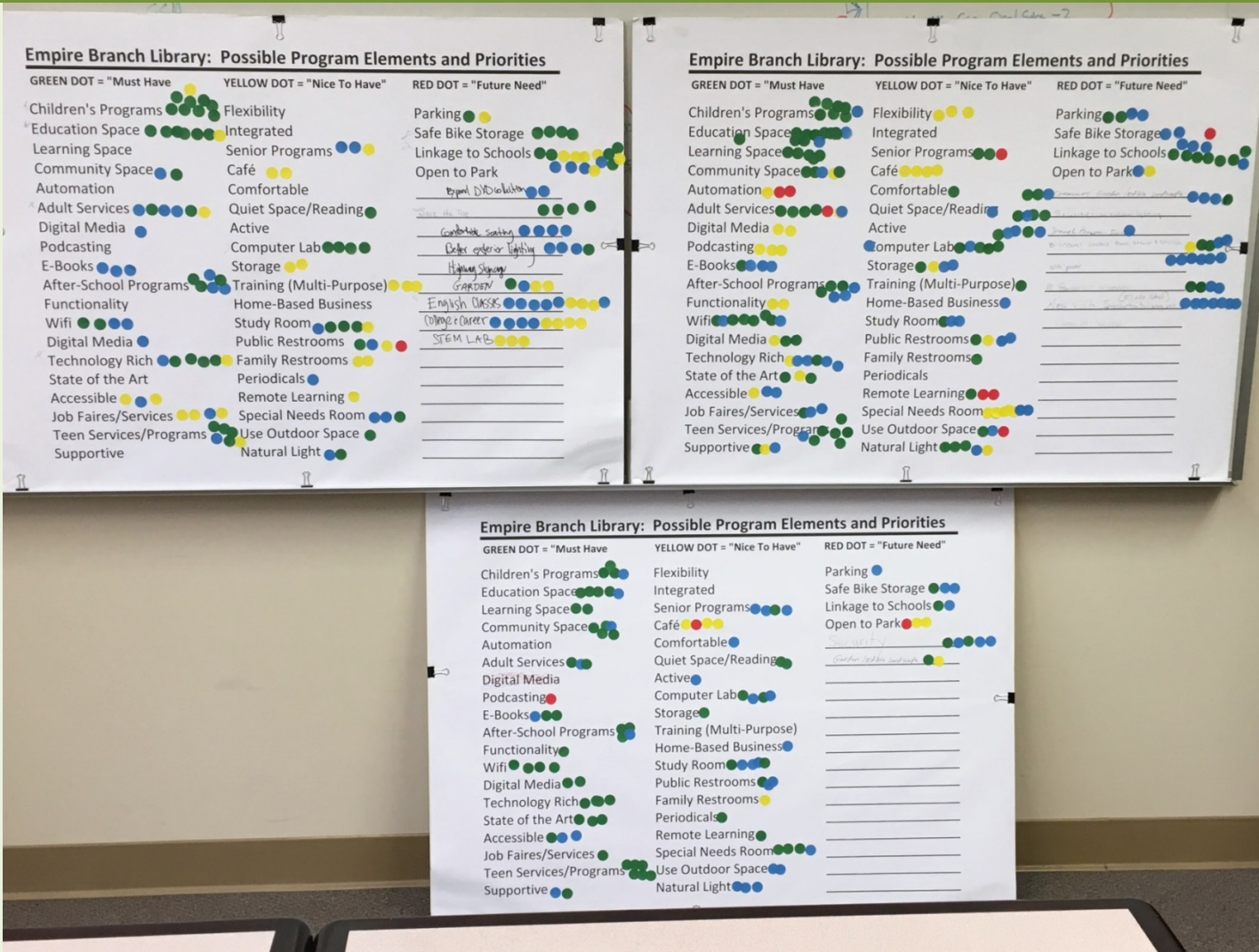
Visioning Session



Visioning Session



Visioning Session



Visioning: Work Session

Examples of Key Words and Concepts:

Education

Learning Space

Community Space

Automation

Digital Media

E-Books

Functional

Digital Media

Technology Rich

State of the Art

Accessible

Job Fairs

Supportive

Comfortable

Quiet

Active

- The new location will allow for greater participation for local adjacent schools.

Preliminary Tentative Project Timeline

- **Procure Design and Planning Services** **Spring 2018**
- **Design and Planning Complete** **Summer 2018**
- **Procure Construction Services** **Summer 2018**
- **Construction** **Winter 2018 - Summer 2019**

Recommendations

- 1. Approve Proceeding with the Empire Branch Library Replacement Project.**
- 2. Authorize the Chief Operations Officer to Initiate the Empire Branch Library Project and to Issue a Request for Qualifications and Proposals for Design and Planning Services.**

Thank you
and
Questions