

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

DEPT: Chief Executive Office

BOARD AGENDA:6.1  
AGENDA DATE: March 6, 2018

**SUBJECT:**

Approval to Negotiate and Execute a Professional Services Agreement to WRNS Studio of San Francisco, California, for the Turlock Branch Library Expansion and Renovation Project; and Related Actions

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0117**

On motion of Supervisor Chiesa \_\_\_\_\_, Seconded by Supervisor Monteith \_\_\_\_\_  
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: March 6, 2018

CONSENT

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

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**SUBJECT:**

Approval to Negotiate and Execute a Professional Services Agreement to WRNS Studio of San Francisco, California, for the Turlock Branch Library Expansion and Renovation Project; and Related Actions

**STAFF RECOMMENDATION:**

1. Approval to negotiate, finalize and execute a professional services agreement for architectural services to WRNS Studio of San Francisco, California, as a result of a Request for Proposals and Qualifications process for design services for the Turlock Branch Library Expansion and Renovation Project.
2. Authorize the Chief Operations Officer, acting as Project Manager to negotiate, finalize and execute the Agreement with WRNS Studio of San Francisco, California and to issue a Notice to Proceed to initiate Schematic Design and project planning services, contingent upon proper receipt of an executed agreement and required certificates of insurance.
3. Authorize the Project Manager to use up to \$250,000 from the Library Fund Balance for the Turlock Branch Library Expansion and Renovation Project, and Direct the Auditor-Controller to transfer \$250,000 from the Library Fund Balance to the new CEO Turlock Library Capital Projects Fund and establish appropriations in the Capital Project Fund as detailed in the attached Budget Journal.
4. Authorize the Project Manager to negotiate and sign contracts, work authorizations and purchase orders for professional services needed in this design phase of the project, as long as they are within the project budget.
5. Authorize the Project Manager to sign Change Orders up to \$25,000, consistent with the County's Change Order Policy.

**DISCUSSION:**

The Stanislaus County Board of Supervisors approved proceeding with the Turlock Library Expansion Project and issuance of a Request for Proposals and Qualifications (RFP) for Design and Planning Services on October 17, 2017. The need for an expansion of the Turlock Library is addressed in the Library Strategic Plan 2017-2021.

The need and desire for an expanded Turlock Library has been the subject of several community meetings.

The Library Strategic Plan identified several challenging issues with the existing Turlock Branch Library: it is undersized to meet the needs of the community it serves, and it lacks adequate space for community meetings, Story Time, teens, computers, study areas and lacks adequate seating areas. A "visioning session" was conducted at the March 25, 2017 Community Meeting, hosted by Supervisor Chiesa, in which a central theme entitled "Turlock Library: Connecting us with our community and the world" was developed, and prioritized needs for expansion of the library were agreed upon.

A synopsis of the Community Meeting discussion was entitled "Turlock Library Vision Session" and was presented to a second community gathering on July 13, 2017 and then again on August 17, 2017. The initial program of requirements conceptualizes a Library Expansion Project of approximately 12,000 square feet at the current site along with subsequent renovations improvements to the existing Library.

The Turlock Library Visioning Session findings were incorporated into a Request for Proposals and Qualifications authorized by the Board of Supervisors on October 17, 2017, and was issued on October 25, 2017.

Library and Chief Executive Office staff presented the project concept to interested firms at a mandatory Pre-Proposal Conference conducted on November 2, 2017. Five proposals were received by the November 17, 2017 deadline. A Written Proposal Evaluation Team of Library and Chief Executive Office staff reviewed the written proposal submissions on November 21, 2017 and recommended interviews with all five proposing firms:

SVA Architects, Inc. of Oakland, CA  
ATI Architects & Engineers of Pleasanton, CA  
LDA Partners, LLP, of Stockton, CA  
WRNS Studio of San Francisco, CA  
HGA Architects & Engineers of Sacramento, CA

Each firm's proposal was evaluated based on the criteria published in the Request for Proposals and Qualifications, including: 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; and any other factor deemed to be relevant, in the County's sole discretion.

Initial video interviews resulted in a "live remote" format were conducted with each of the five proposing project teams and the County's Proposal Interview Team on

December 8, 2017 and completed by January 10, 2018. The initial video interviews resulting in the selection of three "finalist" firms for in-person interviews. They were WRNS Studio Architects, LDA Partners and HGA Architects & Engineers. Pricing proposals were provided in sealed envelopes and were not considered as a selection criterion.

The three finalist firms were interviewed in-person by the County's Interview Team and two public members of the Turlock Friends of the Library on January 17 and 23, 2018. The Interview Team met again on February 5 to rank the finalists. The recommended firm is WRNS Studio Architects.

### **Scope of Work**

The architect's professional services are described as providing schematic design and project planning to define the County's requirements for delivery of the Turlock Library Expansion and Remodel effort. This approach envisions the architect's development of a conceptual/schematic plan for a new expansion space adjoined to the existing Turlock Library facility at 550 Minaret Street in Turlock. The architect's planning will also inform the approach for the project to proceed either as a Design Build or Design Bid Build project. The first phase is expected to take six months to complete. At the conclusion of the bridging design, the approach for delivery of the project as a design-build effort will be carefully re-examined and a project schedule, estimated cost and funding plan will be developed. Recommendations for the conceptual design, schedule, estimated cost and the project funding plan will be presented to the Board of Supervisors for approval prior to proceeding.

If the Project Team recommends proceeding as a design-build project, and the Board of Supervisors concur, the team will continue with selection of a design-build contractor (architect and builder) team; and the bridging architect will remain engaged to enforce the County's design requirements in the final design and building construction. It is also possible that the conceptual design could lead to the Project Team's recommendation to shift the project delivery to a traditional design-bid-build approach and the role of the bridging architect would be expanded to include full development of bidding documents. The final strategy would be reviewed with the Board of Supervisors for approval prior to proceeding.

### **Project Schedule**

The construction schedule will also be developed as the conceptual design is finalized. The Project Team will evaluate strategies to develop the expansion space while maintaining operations in the existing Turlock Library, prior to moving into the expansion space and initiating renovation of the existing facility. The objective will be to minimize any "down time" where the Library would be closed to the public.

Bridging design, selection of a design-build team, final design and construction of the expansion (Phase I) is expected to take 22-24 months; completion of renovation of the existing facility would be completed after relocation of the existing services to the new space occurs.

A refined project schedule will be reviewed with the Board of Supervisors at the conclusion of the conceptual design effort.

**POLICY ISSUE:**

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

**FISCAL IMPACT:**

At this time the Project Manager is recommending that a new Capital Project Fund be established with an initial budget of \$250,000. Of this \$250,000, \$157,000 is estimated for the Architect to complete an initial program review and schematic design, \$93,000 will be needed for project administration, which includes professional services and all other project costs. The initial phase of the project will be funded using Library Fund Balance.

The actual cost of the Turlock Library renovations is not yet known. The Project Manager and Team are considering two possible approaches for the project. The first approach is a Design Build approach. The second approach being considered is Design Bid Build. The total cost of the Architect will depend on the construction type chosen and include a range of costs for each phase.

The two options for design and planning expenses are reflected in the chart below:

<b>Project Phase</b>	<b>Minimum Cost</b>	<b>Maximum Cost</b>
Design Bid Build	\$768,000	\$1,080,000
Design Build	\$596,000	\$ 658,000

Staff will return to the Board of Supervisors after the initial phase of the project is completed, which is expected to take six months. The Board of Supervisors will be asked to proceed with the projects final design and construction.

**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 design of the Turlock Branch Library Expansion and Renovation 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 Library and Capital Projects, Chief Executive Office staff will be dedicated to successful delivery of this project.

**CONTACT PERSON:**

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

**ATTACHMENT(S):**

1. Budget Journal

Database	FMSDBPRD.CO.STANISLAUS.CA.US.PROD	DO NOT CHANGE
Balance Type	Budget	DO NOT CHANGE
Data Access Set	County of Stanislaus	DO NOT CHANGE
Ledger	* List - Text: County of Stanislaus	DO NOT CHANGE
Budget	List - Text: LEGAL BUDGET	DO NOT CHANGE
Category	* List - Text: Budget - Upload	DO NOT CHANGE
Source	* List - Text: CEO NJB	DO NOT CHANGE
Currency	* List - Text: USD	DO NOT CHANGE
Period	List - Text: FEB-18	DO NOT CHANGE
Batch Name	Text:	ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
Journal Name	Text: JV CEO CP000508	
Journal Description	Text: Budget - Upload	
Journal Reference	Text: Turlock Library	
Organization	List - Text: Stanislaus Budget Org	DO NOT CHANGE
Chart Of Accounts	Accounting Flexfield	DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue	Credit decr appropriations incr est revenue	Line Description Text	
								* Number	* Number		
	2086	0061145	50000	0000000	000000	000000	000000	00000	33,000	SALARIES	
	2086	0061145	50120	0000000	000000	000000	000000	00000	21,000	PSC SALARIES	
	2086	0061145	62400	0000000	000000	000000	000000	00000	5,500	MISC.	
	2086	0061145	62400	0000000	000000	000000	000000	00000	15,000	CONTINGENCY	
	2086	0061145	62630	0000000	000000	000000	000000	00000	11,000	OUTSIDE PRINTING	
	2086	0061145	63640	0000000	000000	000000	000000	00000	500	LEGAL	
	2086	0061145	62600	0000000	000000	000000	000000	00000	1,000	OFFICE SUPPLIES	
	2086	0061145	63000	0000000	000000	000000	000000	00000	5,000	PROF. SERVICES	
	2086	0061145	64220	0000000	000000	000000	000000	00000	157,000	ARCHITECT	
	2086	0061145	67040	0000000	000000	000000	000000	00000	1,000	TRAVEL	
	2086	0061145	46600	0000000	000000	000000	000000	00000	250,000	XFER IN	
	1651	0037320	85850	0000811	000000	000000	000000	00000	250,000	XFER OUT	
Totals:									500000	250000	

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

<b>Explanation:</b>			
Establish budget of \$157,000 for Architect and \$93,000 for administration of Turlock Library Expansion Project by transferring in unappropriated funds of \$250,000 from the Library fund.			
Requesting Department		CEO	Auditors Office Only
Norma Baker	Patricia Hill Thomas	Keyed by	Christopher L Barnes
Prepared by	Supervisor's Approval	Prepared By	Approved By
2/28/2018	2/28/2018	3/1/2018	3/1/2018
Date	Date	Date	Date

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF STANISLAUS AND  
BRIDGING ARCHITECT**

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THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is dated this 6th day of March, 2018, in the City of Modesto, State of California, by and between WRNS STUDIO, hereinafter referred to as (“**Bridging Architect**”) and the COUNTY OF STANISLAUS, hereinafter referred to as (“**County**”).

**Recitals**

WHEREAS, County has a need for BRIDGING ARCHITECTURAL SERVICES relating to the County’s **Turlock Public Library Expansion and Renovation Project**, and

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

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

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

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

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

**1. Definitions**

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

<b>“Agreement”</b>	This Agreement consists of this Agreement, together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, <u>Appendix A</u> (Scope), <u>Appendix B</u> (Services to be Provided by Bridging Architect), <u>Appendix C</u> (Payments to Bridging Architect), <u>Appendix D</u> (Insurance), and <u>Appendix E</u> (Bridging Architect’s Staffing Plan), attached hereto
<b>“Bridging Architect”</b>	WRNS Studio, a Corporation, licensed to do business in California, 501 2 <sup>nd</sup> Street, Suite 402, San Francisco, CA 94107, Phone 415-489-2235, Fax Number 415-358-9100, and Website <a href="https://www.wrnsstudio.com">https://www.wrnsstudio.com</a> .



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

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

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

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

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

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

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

8. **Role of Bridging Architect.**

8.1 Pursuant to Public Contract Code Section 22160, et seq., Bridging Architect acknowledges and agrees that it cannot also serve as the Design-Build architect for this Project.

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

9. **Indemnification and Liability.**

9.1 Indemnification: To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Bridging Architect 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 Bridging Architect 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 Bridging Architect, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify 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 and in no event shall the cost to defend charged to the Bridging Architect exceed the Bridging Architect's proportionate percentage of fault.

9.2 Intellectual Property Indemnification: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. Consultant shall defend,

indemnify and hold harmless the County from all Liabilities, 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 arising from or relating to Consultant's services provided to the County under this Agreement.

9.3 Duty to Defend: Bridging Architect 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.

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

9.5 Bridging Architect 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.

9.6 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 Bridging Architect's responsibilities and expertise and is not included in the scope of Services, Bridging Architect is to perform nor included in Bridging Architect's insurance. Owner shall hire an expert consultant in this field if the Project involves such materials. Bridging Architect shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Bridging Architect shall be responsible to coordinate with Owner's expert consultant as required by Article 2.3 of Appendix A, Services To Be Provided By Bridging Architect.

9.7 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, Bridging Architect 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.

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

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

**County of Stanislaus  
Capital Projects Office  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, CA 95354  
Attn: Patricia Hill Thomas  
Project Manager**

**Bridging Architect  
WRNS Studio  
501 2<sup>nd</sup> Street, Suite 402  
San Francisco, CA 94107  
Attn: Pauline Souza  
Partner & Director of Sustainability**

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

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

12. **Status of Consultant**

12.1 Independent Contractor: All acts of Consultant and its board of directors, 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. 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.

12.2 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 the County.

12.3 Means of performing Work: Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to the County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the 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.\

12.4 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.

12.5 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 shall not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

12.6 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.

12.7 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.

### **13. Assignment**

This is an agreement for the services of Consultant. The 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 the County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

### **14. 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.

## **15. Conflict of Interest; Confidentiality.**

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

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

15.3 Bridging Architect covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Bridging Architect represents to and agrees with County that Bridging Architect has no present, and will have no future, conflict of interest between providing County the Services hereunder and any interest Bridging Architect may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County. The provisions of this Section shall remain fully effective indefinitely after termination of Services to County hereunder.

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

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

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

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

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

## **16. Suspension and Termination of Services.**

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

16.2 County may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Bridging Architect commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of County's written notice to Bridging Architect demanding such cure. In the event County terminates this Agreement for default, Bridging Architect shall be liable to County for all loss, cost, expense, damage and liability resulting from such breach and/or termination.

16.3 County may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever County determines that such termination is in County's best interests. In the event County terminates this Agreement for convenience, Bridging Architect shall be entitled to recover its costs

expended up to the termination plus reasonable profit thereon to the termination date, up to the amount that Bridging Architect would have otherwise earned under the Agreement up to the date of the termination, but may recover no other cost, damage or expense. If such part terminated is severable or priced separately in the Agreement, however, then such severable or separate pricing shall determine the deductive price for the termination.

**17. Ownership of Work Product.**

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

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

**18. Audit/Inspection of Records.**

18.1 Bridging Architect shall maintain all documents and records prepared by or furnished to Bridging Architect during the course of performing the Services for at least four (4) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Bridging Architect shall permit County to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to County by this section. Such rights shall be specifically enforceable.

18.2 The Bridging Architect shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by Bridging Architect in the



performance of this Agreement. If such books and records are not kept and maintained by Bridging Architect within a radius of fifty (50) miles from the Capital Projects offices of County at 1010 10<sup>th</sup> Street, Suite 2300, Modesto, California 95354, Bridging Architect shall, upon request of County, make such books and records available to County for inspection at a location within said fifty (50) mile radius or Bridging Architect shall pay to County the reasonable, and necessary costs incurred by County in inspecting Bridging Architect's books and records, including, but not limited to, travel, lodging and subsistence costs. Bridging Architect shall provide such assistance as may be reasonably required in the course of such inspection. County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by County, and Bridging Architect shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after County makes the final or last payment or within three (3) years after any pending issues between County and Bridging Architect with respect to this Agreement are closed, whichever is later.

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

**20. 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 the 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 the County hereunder.

**21. Disputes.** Bridging Architect shall continue its work throughout the course of any dispute, and Bridging Architect's failure to continue work during a dispute shall be a material breach of this Agreement. Bridging Architect shall provide County with written notice of

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

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

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

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

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

**26. No Waiver.** The granting of any payments, and any inspections, reviews, approvals or oral statements by any County representative, or certification by any governmental entity, shall

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


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

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

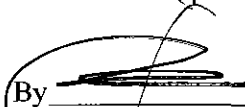
**29. Insurance coverages.** Any provision of this Agreement or of any subsequent agreement or modification to this Agreement, that in any manner purports to waive recovery of damages otherwise subject to any insurance coverages, shall be void.

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

**STANISLAUS COUNTY**

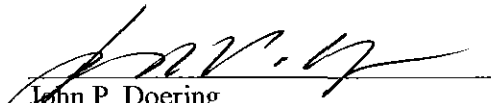
By   
Patricia Hill Thomas  
Chief Operations Officer /  
Assistant Executive Officer

**WRNS STUSIO,**  
a California corporation,

By   
Paulina Souza VP/President  
Print Name and Title

**Bridging Architect Address**  
501 2<sup>nd</sup> Street, Suite 402  
San Francisco, CA 94107

Approved as to form and legality this 12 day of March, 2018.

  
John P. Doering  
County Counsel

County Resolution No. 2018-0117

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

## **LIST OF APPENDICES AND SCHEDULES**

Appendix A	Scope of Bridging Architect's Services
Appendix B	Services
Appendix C	Compensation
Appendix D	Insurance
Appendix E	Staffing Plan

## APPENDIX A – SCOPE OF BRIDGING ARCHITECT SERVICES

This is an appendix attached to, and made a part of, the Professional Services Agreement dated May 6, 2018 (“**Agreement**”) between Stanislaus County (“**County**”) and WRNS Studio (“**Bridging Architect**”), for the provision of professional services (“**Services**”).

The County of Stanislaus (“**County**”) is seeking a highly qualified Bridging Architect (“**Consultant**” or “**Bridging Architect**”) to serve as the County’s Bridging Architect to develop design criteria and performance standards for the County’s **Turlock Public Library Expansion and Renovation Project** in Turlock, California (the “**Project**”). The Project includes proposals for bridging design that will guide the expansion and renovation of the Turlock Public Library located at 550 N. Minaret Avenue, Turlock CA. 95380. The two (2) phased project includes Phase I the design of the Turlock Public Library Expansion Project and Phase II Turlock Public Library Renovation Project. The Scope of Work will include:

### 1. SCOPE

Consult with The County of Stanislaus (“**County**”) to determine and confirm the scope and requirements of the project. In Phase I, the County of Stanislaus is seeking an architecture firm with Library experience to create the bridging documents containing design criteria and performance standards for approximately 12,000 sf of additional Library space. In Phase II, the expansion and renovation of the existing 10,000 sf Library will require compliance with all local codes and regulatory agency regulations.

#### 1.1 Program

Review the “Turlock Library Visioning Session” document resulting in an estimated addition of 12,000 square feet of Library space. The Bridging Architect is requested to work with The County of Stanislaus and The Library Planning Committee to determine the appropriate square footage that will meet our expansion need. See attached Exhibit A-1, Turlock Library Visioning Session.

#### 1.2 Bridging Design

Create the bridging design for the Public Library Expansion Project. The design criteria must incorporate/integrate the ideas presented in the Programming process for Phase I and Phase II.

The County may, in its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and ask the Bridging Architect to serve as the County’s Architect of Record. In such case, the County shall provide Bridging Architect with a proposed revised Scope of Services whereby Bridging Architect shall serve as the Architect of Record and perform such other services customarily provided by similar Bridging Architects on similar projects that the County may, in its sole discretion, request. County shall make such election at or prior to the completion of schematic design documents. Bridging Architect shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Bridging Architect’s compensation, etc.

### **1.3 Phase I Turlock Public Library Expansion Project**

In Phase I the County of Stanislaus is seeking an architectural firm with Library experience to create the design criteria and performance standards for approximately 12,000 sf of additional Library space. The expansion of the existing 10,000 sf Library will require compliance with all local codes and regulatory agency regulations.

#### **1.3.1 Key Library Design Goals**

1.3.1.1 Create a library that is a destination, community anchor, and the intellectual center of town.

1.3.1.2 Design a building that is architecturally significant and scaled to the surroundings with an open air atmosphere.

1.3.1.3 Design a building that is intentionally inclusive, interactive, innovative and welcoming to our diverse community.

1.3.1.4 Design the interior with flexibility of space to accommodate future change.

1.3.1.5 Comply with ADA and accessibility requirements.

1.3.1.6 Create a resilient building to support community events and activities.

1.3.1.7 Connect and integrate the Library building with existing Library

1.3.1.8 Design landscaping to enhance the building and engage its surroundings.

1.3.1.9 Design an enlarged parking area

1.3.1.10 Design site work including City/County utility tie-ins and utility point of connection locations

1.3.2 Program Outline: The Preliminary Building Visioning Program Results are available to assist in the design. See Full Visioning Program Outline for Additional Considerations – attached as Exhibit A-1, Turlock Library Visioning Session.

1.3.2.1 Provide separate Unisex and Family restrooms

1.3.2.2 Create study/quiet rooms (soundproof)

1.3.2.3 Create a separate inspirational Children's room/area

- 1.3.2.4 Design a Computer and Media Center space
- 1.3.2.5 Create a café/lounge space
- 1.3.2.6 Design a soundproof space for patrons with special needs such as autism or Alzheimer's
- 1.3.2.7 Create storage space
- 1.3.2.8 Provide a large training/multipurpose room/area
- 1.3.2.9 Design home base business rooms (Phone and Data options)
- 1.3.2.10 Create a General Resource Center (e.g., Passport Services)

#### **1.4 Phase II Turlock Public Library Remodel**

In Phase II the County of Stanislaus is seeking the renovation of the existing 10,000 sf of Library space. The space is anticipated to continue its purpose as a traditional Library environment. The area should house the physical attributes of a traditional Library with space for the Library's collections, periodicals, printed resources, administrative area, information desk, upsized storage areas and adult reading space. Additional remodel design attributes shall include but are not limited to:

1.4.1 Develop the scope for a complete building renovation that includes utilities such as mechanical, electrical, plumbing, and fire systems.

1.4.2 The design shall also consider new interior/exterior coatings, flooring, roof, ADA accessibility, FF&E and exterior utility systems such as sewer, storm drain, gas and irrigation systems.

1.4.3 Ensure current building code and regulatory requirements are met

#### **Turlock Library Visioning Session**

The County, in coordination with HOK held several public visioning sessions to discuss the needs and wants of the community. The attached document dated March 25, 2017 records those discussions and is attached as Exhibit A-1 to guide the Selected Bridging Architect's design work.

#### **Agreement Options**

For both Phases of the Project, upon request, the Selected Respondent will perform those phases identified in the Professional Services Agreement – Option 1, Program; Option 2, Schematic Design; Option 3, Construction Documents (if the County exercises the option to proceed with a design-bid-build approach); Option 4 Bidding; and Option 5, Construction Administration.





## **2. SCHEDULE FOR PROJECT SERVICES**

### **2.1 Schedule**

2.1.1 Bridging Architect shall complete or cause to be completed all services required under this Agreement in accordance with the approved Master Schedule, set forth above in this Appendix A.

2.1.2 For each phase option of the Work under this Agreement, Bridging Architect and its Subconsultants 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 Bridging 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. Bridging Architect's response time to County-requested revisions to the task list shall not exceed three work days. The 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 Bridging Architect's Design Schedule and respective payment requests.

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

2.1.4 Prior to commencement of the Program Option, Bridging 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 Program Option. For each succeeding phase of the Work, Bridging Architect shall update and supplement this schedule with a detailed schedule covering by task (and subtask) Bridging Architect's work during the succeeding phase of the work. (The required schedule supplement shall be submitted as part of Bridging Architect's deliverables at the conclusion of the current phase of the Work.)

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

2.1.5.1 Bridging Architect's schedule shall outline dates and time periods for the delivery of Bridging Architect's services, requirements for information from the

County for the performance of its services, reviews and approvals all Appropriate Authorities and Agencies or other Governmental Agencies, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and departments involved in the Project.

2.1.5.2 The required schedule shall coordinate with the requirements of the County or other Appropriate Authorities and Agencies for potential utilization of construction packages, systems, equipment, and areas. The schedule shall include appropriate 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 Bridging 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 Bridging Architect's schedules shall be prepared and submitted when requested by the County, but not more frequently than once a month.

2.1.7 Bridging Architect shall meet with, make written recommendations to, and coordinate with the County's 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 Bridging Architect's own Work and coordination with work of other consultants; and

2.1.7.5 Construction schedules.

## **2.2 PHASE 1 – Turlock Library Expansion**

2.2.1 **Programming, Option 1:** Bridging Architect shall complete the Programming Design phase **within 30 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 the County and other Appropriate Authorities and Agencies unless otherwise agreed to by the County.

**2.2.2 Schematic Design, Option 2:** Bridging Architect shall complete the Schematic Design phase **within 45 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 the County and other Appropriate Authorities and Agencies unless otherwise agreed to by the County.

**2.2.3 Bridging Documents Phase, Option 3A:** If on or before completion of Schematic Design, Option 1, County elects to continue with the design-build procurement approach for the Project, Bridging Architect shall complete the Bridging Documents Phase **within 45 calendar days** after receipt of County's written authorization to proceed with Bridging Documents Phase, exclusive of time for reviews by the County unless otherwise agreed to by the County.

**2.2.4 Construction Documents Phase, Option 3B:** If on or before completion of Schematic Design, Option 1, County elects to utilize the design-bid-build procurement approach for the Project, Bridging Architect shall complete the Construction Documents Phase **within 74 calendar days** after receipt of County's written authorization to proceed with Construction Documents Phase, exclusive of time for reviews by the County unless otherwise agreed to by the County. Should the County exercise this option, the time frames for Options 4 and 5 below will also change.

**2.2.4 Bid Phase, Option 4:** Bridging Architect shall complete the tasks required under the Bid Phase **within 125 calendar days** after receipt of County's written authorization to proceed unless otherwise agreed to by the County.

**2.2.5 Construction Administration Phase, Option 5:** Bridging Architect shall provide services during the Construction Administration Phase, initiating at the Pre-Construction Conference, **for a period of 509 calendar days** through completion and acceptance of the project by the County Board of Supervisors. Should the time for construction exceed 17 months, Bridging Architect's Construction Administration 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 Bridging Architect.

## **2.3 PHASE 2 – Turlock Library Renovation**

**2.3.1 Programming, Option 1:** Bridging Architect shall complete the Schematic Design phase **within 14 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 the County and Appropriate Authorities and Agencies unless otherwise agreed to by the County.

**2.3.2 Schematic Design, Option 2:** Bridging Architect shall complete the Schematic Design phase **within 49 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 the County and Appropriate Authorities and Agencies unless otherwise agreed to by the County.

**2.3.3 Bridging Documents Phase, Option 3A:** If on or before completion of Schematic Design, Option 1, County elects to continue with the design-build procurement approach for the Project, Bridging Architect shall complete the Bridging Documents Phase **within 60 calendar days** after receipt of County's written authorization to proceed with Bridging Documents Phase, exclusive of time for reviews by the County unless otherwise agreed to by the County.

**2.3.4 Construction Documents Phase, Option 3B:** If on or before completion of Schematic Design, Option 1, County elects to utilize the design-bid-build procurement approach for the Project, Bridging Architect shall complete the Construction Documents Phase **within 109 calendar days** after receipt of the County's written authorization to proceed with Construction Documents Phase, exclusive of time for reviews by County unless otherwise agreed to by the County. Should the County exercise this option, the time frames for Options 4 and 5 below will also change.

**2.3.4 Bid Phase, Option 4:** Bridging Architect shall complete the tasks required under the Bid Phase **within 153 calendar days** after receipt of the County's written authorization to proceed unless otherwise agreed to by the County.

**2.3.5 Construction Administration Phase, Option 5:** Bridging Architect shall provide services during the Construction Administration Phase, initiating at the Pre-construction Conference, **for a period of 356 calendar days** through completion and acceptance of the project by the County Board of Supervisors. Should the time for construction exceed 12 months, the Bridging 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 Bridging Architect.

**2.4 Review Corrections and Approval:** The above time periods for each Option set forth above are exclusive of the review, correction, and approval times specified herein under each Option.

**2.5 Time:** Time is of the essence for this Agreement. Bridging Architect shall comply with all response times or schedules specified in this Contract and in the project manual/specifications or as agreed to by the County.

**END OF APPENDIX A**

## APPENDIX B – SERVICES

This is an appendix attached to, and made a part of, the Professional Services Agreement dated March 6, 2018 (“**Agreement**”) between Stanislaus County (“**County**”) and WRNS Studio (“**Bridging Architect**”), for the provision of professional services (“**Services**”).

- 1 The Project includes proposals for bridging design that will guide the expansion and renovation of the Turlock Public Library located at 550 N. Minaret Avenue, Turlock CA. 95380.
- 2 The County currently plans to utilize the design-build project delivery methodology for the majority of the Project, using Consultant as a Bridging Architect to assist in preparing the design-build bid package. The Services include those architectural services necessary to prepare bridging documents that will define the Project for the Design Build team. Notwithstanding the foregoing, the County may, in its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and ask Bridging Architect to serve as the County’s principal Project architect. In such case, the County shall provide Bridging Architect with a proposed revised Scope of Services whereby Bridging Architect shall serve as the Architect of Record and perform such other services customarily provided by similar architects on similar projects which the County may, in its sole discretion, request. Bridging Architect shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Bridging Architect’s compensation, etc.
- 3 All work shall comply with all applicable laws and regulations, including, where applicable, laws requiring the payment of prevailing wages as set forth in Labor Code Section 1770 et seq.
- 4 Vision. Under separate contract, a Consultant, in coordination with the County, developed a report that includes an Outline Program for the Turlock Library Expansion (Phase 1). The Consultant held multiple Visioning Session conferences with stakeholders to gather the “must haves” and “nice to have” options for **both** the library expansion (Phase 1) and renovation (Phase 2). The Program shall incorporate the Visioning Session outcomes.
- 5 The successful Bridging Architect will be expected to perform architectural functions including, but not limited to:
  - 5.1 PREPARE BRIDGING DOCUMENTS. Bridging Architect team will prepare the design criteria, performance specifications and other project-specific material sufficient to provide the basis for competitive procurement as authorized in California Public Contract Code Section 22160 as described in the process outlined below.
  - 5.2 GATHER AND VERIFY PROJECT AND SITE INFORMATION. The Bridging Architect will examine the existing facilities to coordinate between existing and new construction. Bridging Architect will include cost for any survey work needed to document existing facilities.

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

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

5.2.3 Review information and advise the 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.

5.3 FURTHER DEVELOPMENT AND OVERSIGHT OF PROGRAM – OPTION 1. The Bridging Architect shall prepare the following:

5.3.1 Program & Space Plan: Bridging Architect will be responsible for the Program and Space Plan. Bridging Architect will arrive at a clearly defined, well analyzed design that meets defined needs and/or concept as set forth by the County. It will include considerations of functions and adjacencies of the project components, character, functional planning solutions, and outline of the building and park systems. Based on the scope and Construction Budget, Bridging Architect will prepare a Program and Space Plan for review and approval by the County. The documents consist of sketches, diagrams, and a narrative description and relationship of project components. These documents will cover basic program, relationship and space planning concepts. The Architect will provide the County a minimum of 3 space plan concept schemes for their review and approval before proceeding with the final program.

5.3.2 Meetings:

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

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

5.3.3 Estimate: Bridging Architect will prepare Estimates based on the Program and other available data. Bridging Architect will compare the Estimates to the Construction Budget. The Estimates must not exceed the Construction Budget.

5.3.4 Value Engineering: Informal value engineering will be used as an on-going process throughout the development of the design and specifically if there appears to be an Estimate which exceeds the Construction Budget.

5.3.5 Deliverables: Bridging Architect shall provide for County approval (one hard copy and one electronic in PDF format):

- 1) Sketches showing space requirements, with program names, no less than 1/8" = 1'-0" scale, showing gross square footage;
- 2) Diagrams of adjacency requirements;
- 3) Narrative description of operational and design objections; and a
- 4) Site plan.
- 5) Preliminary Project Schedule.
- 6) Estimates and statement of probable cost.
- 7) Architect task list and schedule for Schematic Design Phase.
- 8) Written concurrence that design for the Project can be developed within the Construction Budget.

5.3.6 Final Submittal: For the Final Submittal, Bridging Architect will allow two (2) weeks for 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.

5.3.6.1 Presentation to the Library Planning Committee and community, if required.

5.3.6.2 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 Program.

5.3.6.3 Estimates, statement of Probable Construction Costs and Schedule.

5.3.6.4 Sketches, Diagrams, Site Plan and Narratives.

5.4 SCHEMATIC DESIGN – OPTION 2. This phase commences only after the County has approved the Program, Estimates and Statement of Probable Cost. Upon written authorization from the County to proceed with the Schematic Design Phase Option, Bridging Architect shall prepare the following:



5.4.1 Schematic Design Documents: Bridging Architect will be responsible for Schematic Design. Bridging 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 parking form, scale and relationship of the project components, character, functional planning solutions, and outline of the building and parking systems. Based on the scope and Construction Budget, Bridging Architect will prepare Schematic Design Documents for review and approval by the County. The documents consist of drawings, specifications, a narrative description and relationship of project components, and performance requirements. These documents will cover basic architectural, parking planning, mechanical, structural, and electrical concepts. Bridging Architect will provide the County a minimum of 3 design concept schemes for their review and approval before proceeding with the final schematic design.

#### 5.4.2 Meetings:

5.4.2.1 Bi-Weekly Schematic Core Meetings: County Project Manager, Bridging Architect, and other Core Team Members and Users shall meet as agreed to review and discuss progress, problems, and activities planned for the next interval.

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

5.4.3 Estimate: Bridging Architect will prepare Estimates and a Statement of Probable Construction Cost based on the Schematic Design Documents and other available data. Bridging Architect will compare it to the Construction Budget. The Statement of Probable Construction Cost must not exceed the Construction Budget.

#### 5.4.4 Value Engineering:

5.4.4.1 Informal value engineering will be used as an on-going process throughout the development of the design and specifically if there appears to be an estimated cost over the Construction Budget.

5.4.4.2 Attend a one day formal value engineering session. Attendees shall include Architects Principal In Charge, the County's Project Manager and/or her designees, Design Architect, and Project Architect and Subconsultants, including as a minimum, the cost estimator, structural engineer, mechanical engineer, and electrical engineer.

#### 5.4.5 Recommendations on Required Additional Information

5.4.5.1 Advise the County as to the necessity of the 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.

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

5.4.5.3 Bridging Architect will describe the progress weekly, and provide at least monthly progress submittals.

5.4.6 Deliverables: Bridging Architect shall provide for County approval (one hard copy and one electronic in PDF format):

- 1) Floor plans, with room names, no less than 1/8" = 1'-0" scale, showing gross square footage.
- 2) At least two (2) sections and prints of the buildings in scale of no less than 1/16" = 1'-0" fully describing interior/exterior volumes and relationship with floor plan.
- 3) Specification outline and a written description of the major systems, including but not limited to, security, HVAC, fire protection, plumbing, electrical, and signage/graphics which describe performance requirements and proposed materials.
- 4) Updated Project Schedule.
- 5) Preliminary cost estimate.
- 6) Architect task list and schedule for Bridging Design Phase.
- 7) Written concurrence that design for the Project can be developed within the County's Construction Budget.

5.4.7 Final Submittal: For the Final Submittal, Bridging Architect will allow two (2) weeks for 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.

5.4.7.1 Presentation to the Library Planning Committee and community, if required.

5.4.7.2 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.

5.4.7.3 Provide updated Estimates of the Construction Cost and the Schedule.

5.4.7.4 Schematic Layouts, Sketches and Design Criteria

- 1) Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.
- 2) Reports and exhibits shall incorporate the County's scope requirements and shall include structural, mechanical and electrical concepts, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project.
- 3) Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities have jurisdiction, easements, or other legal restrictions.
- 4) Reports and exhibits shall indicate any alternative solutions available to County and set forth Architect's findings and recommendations.
- 5) Schematic rendering.

5.5 BRIDGING DOCUMENTS – OPTION 3. This phase commences only after the County has approved the Schematic Design, Estimates and Statement of Probable Cost, and after the County has made its election regarding whether the Bridging Architect will proceed with the preparation of Bridging Documents, or whether the Bridging Architect will become the Architect of Record for a design-bid-build procurement. Should the County issue written authorization to proceed with the Bridging Document Option, Bridging Architect shall prepare the following:

5.5.1 Bridging Documents: Based on the County's program and budget requirements, Bridging Architect will prepare Bridging Documents. Bridging Architect team will prepare the design criteria, performance specifications and other project-specific material sufficient to provide the basis for competitive procurement as authorized in California Public Contract Code Section 22160. Bridging Architect will prepare preliminary designs, design criteria, outline and in some cases detail specifications, schematic and in some cases design development level drawings; assist in establishment of schedules, milestone dates, and phasing plans and evaluation of project coordination matters.

5.5.2 Meetings:

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

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

5.5.3 Estimate: Bridging Architect will prepare Estimates and a Statement of Probable Construction Cost based on the Bridging Documents and other available data. Bridging Architect will compare it to the Construction Budget. The Statement of Probable Construction Cost must not exceed the Construction Budget.

5.5.4 Value Engineering:

5.5.4.1 Informal value engineering will be used as an on-going process throughout the development of the design and specifically if there appears to be an estimated cost over the Construction Budget.

5.5.4.2 Attend a one day formal value engineering session. Attendees shall include Bridging Architect's Principal In Charge, the County's Project Manager and/or her designees, Design Architect, and Project Architect and Subconsultants, including as a minimum, the cost estimator, structural engineer, mechanical engineer, and electrical engineer.

5.5.5 Deliverables: Bridging Architect shall provide for County approval (one hard copy and one electronic in PDF format):

- 1) Bridging Design level Specifications describing performance, size, character, and quality as to kinds of structural, mechanical, and electrical systems.
- 2) Design Narrative detailing minimum standards of every civil / site and building system to clearly show the characteristics and quality of environment and control desired. The Design Narrative is to also include a detailed program as well as room data sheets.
- 3) Concept Drawings or Preliminary Plans, no less than 1/8" = 1'-0" scale, showing gross square footage.
- 4) Large scale layouts of various systems as required.
- 5) Updated Project Schedule.
- 6) Final cost estimate.
- 7) Written concurrence that design for the Project can be developed within the County's Construction Budget.

5.5.6 Final Submittal: For the Final Submittal, Bridging Architect will allow two (2) weeks for 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.

5.5.6.1 Presentation to the Library Planning Committee and community, if required.

5.5.6.2 Presentation to the County Board of Supervisors, if required.

5.5.6.3 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.

5.5.6.4 Provide final Estimates of the Construction Cost and the Schedule.

5.5.6.5 Bridging Design Criteria

1) Complete Bridging Documents (Specifications, Design Narratives, and Concept Drawings) sufficient to provide the basis for competitive procurement of a Design-Build Team.

2) Calculations necessary for preliminary structural and fire life safety reviews.

3) Bridging Design rendering.

5.6 REQUEST FOR PROPOSALS – OPTION 4. This phase commences after the County has approved the Bridging Documents and the final design-build cost estimate. If requested, the Bridging Architect shall assist in evaluating the competing design-build proposals. Upon receipt of the County's written notice to proceed with the Request for Proposals Phase, the Bridging Architect shall perform the following services:

5.6.1 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. Drawings shall be provided in PDF format.

5.6.2 Bridging Architect shall assist the County in interpreting the drawings and specifications during the proposal 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 design-build teams. The Bridging Architect shall issue no other addenda, verbally or in writing, to design-build teams. The Bridging Architect shall receive all proposal questions and shall record the questions and answers given on the form approved by the County. Bridging Architect will keep a log of all questions including the subject, date received, date answered, party requesting information, and the Bridging Architect's employee giving information. The log and forms will be issued as back-up information for each addenda. The Bridging Architect

will summarize for each addenda the drawing or specifications being clarified and the specific change being made. Additional drawings or specifications will be issued as required.

5.6.3 Bridging Architect shall participate in the pre-proposal conference for interested design-build teams with County staff at County's request.

5.6.4 If requested by County, Bridging Architect shall assist County in evaluating proposals and advise County in short listing design-build teams for interviews.

5.6.5 If requested by County, Bridging Architect shall participate in interviews of design-build teams to further clarify their proposals and advise County concerning acceptance or rejection of proposals for the Project.

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

5.6.7 Consult with and advise County as to the acceptability of architects, engineers, subcontractors, suppliers, other persons, organizations and specialists proposed by the design-build teams or to be procured separately by County for those portions of the work as to which such acceptability is required by the request for proposal documents.

5.6.8 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 Design-Build Teams. Perform this review and make recommendations on substitution requests within five days before the scheduled proposal due date per Public Contract Code 3400.

5.6.9 If the proposal deemed to provide the best value to the County exceeds the County's design-build budget and Bridging Architect's estimate for the work to be performed by the design-build team, the County may, at its discretion:

5.6.9.1 Award the contract to the Design-Build Team that provides the Best Value, and obtain written approval of increase in County's budget.

5.6.9.2 Reject all proposals and re-issue a Request for Proposals.

5.6.9.3 If the proposal amount is more than Bridging Architect's estimated amount for the base scope in Bridging Architect's final design-build cost estimate rendered at the end of the Bridging Document Phase, require the Bridging Architect to redesign and revise the documents or revise the scope of work to be performed by the design-build team or its quality, or both, so as to reduce the design-build cost for the work to be performed by the design-build team, while still meeting the County's program objectives in which case the Bridging Architect shall at its expense, if so directed by the County, modify the Bridging

Documents in order to reduce the design-build cost for the work to be performed by the design-build team within the Project budget.

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

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

5.7 CONSTRUCTION ADMINISTRATION PHASE – OPTION 5. Bridging Architect shall assist the County in the evaluation, monitoring and acceptance for construction of the designs (shop drawings) developed by the design-build contractor; review and comment on submittals and RFI's; attend design meetings and construction meetings as appropriate; observe construction as appropriate; assist in conducting inspections for substantial and final completion; and review and comment on all design-related deliverables and submittals of the design-build contractor.

5.8 BUDGET. Bridging Architect will correlate the design to the project budget. Bridging Architect will confirm in writing that they agree the project can be achieved within budget.

5.9 PROJECT SCHEDULE. Bridging Architect and Project Manager shall jointly develop the Project Schedule.

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

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

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

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

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

5.12.3 Revise design as necessary.

5.12.4 Attend meetings as appropriate.

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

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

**END OF APPENDIX B**



## APPENDIX C– COMPENSATION

This is an appendix attached to, and made a part of, the Professional Services Agreement dated March 6, 2018 (“**Agreement**”) between Stanislaus County (“**County**”) and WRNS Studio (“**Bridging Architect**”), for the provision of professional services (“**Services**”).

1. **CONSTRUCTION BUDGET.** The construction budget, which is subject to revision by the County during the Bridging Design, will be based on the preliminary conceptual estimate developed by the County or the revised estimate developed as part of the final scope from Phase 1, the Bridging Design, of this contract.
  - 1.1. The County may, in its sole discretion, add to or reduce by 5% the total construction budget during the Bridging Design at no change in fee.
  - 1.2. A construction budget increase over and above five percent (5%) will result in a negotiation for a proposed fee increase for that amount above the 5%.
2. **Total Compensation:** The total compensation to the Bridging Architect for each phase option shall be on a lump sum basis. Payment shall be as specified in section 2.3, Monthly statements.

<b>Planning &amp; Schematic</b>	<b><u>Note: It is agreed after the completion of the program and schematic options for Phase 1 - Expansion (Option 1 and Option 2), and Phase 2 - Renovation (Option 1 and Option 2), if the County elects to proceed and selects either the "Design Build" approach or the "Design Bid Build" approach as the delivery method for the Expansion and Renovation project, then the parties shall confirm through an amendment to this Agreement, the amount of compensation payable for each option below, which shall be within the "Low – High" ranges set forth below.</u></b>		
		<b>Low</b>	<b>High</b>
	Option 1 & 2 (Expansion): Program & Schematic	\$ 88,000.00	\$ 88,000.00
	Option 1 & 2 (Renovation): Program & Schematic	\$ 69,000.00	\$ 69,000.00

<b>Project Delivery Methodology Options</b>	<b>Design Build Delivery Method</b>	<b>Low</b>	<b>High</b>
	Option 3: Bridging Documents	\$ 417,200.00	\$ 460,600.00
	Option 4: Request for Proposals	\$ 149,000.00	\$ 164,500.00
	Option 5: Construction Administration	\$ 29,800.00	\$ 32,900.00
	<b>Total (D-B Method)</b>	<b>\$ 753,000.00</b>	<b>\$ 815,000.00</b>
	<b>Design-Bid-Build Delivery Method</b>	<b>Low</b>	<b>High</b>
	Design Development	\$ 307,200.00	\$ 432,000.00
	Construction Documents	\$ 245,760.00	\$ 345,600.00
	Bidding	\$ 23,040.00	\$ 32,400.00
	Construction Administration	\$ 192,000.00	\$ 270,000.00
	<b>Total (D-B-B Method)</b>	<b>\$ 925,000.00</b>	<b>\$ 1,237,000.00</b>

- 2.1 Additional Compensation: Except as expressly provided in this Agreement, Bridging Architect 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, Bridging Architect 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.
- 2.2 Monthly Statements: Bridging Architect 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 Retention: The County shall pay the Bridging 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 Bridging Architect may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention 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 within 45 days after 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 Bridging Architect under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Bridging Architect. County has no responsibility or liability for payment of Bridging Architect's taxes or assessments.
- 2.5 When submitting invoices, Bridging Architect shall provide an updated schedule that will be the basis of payment and that will certify that the percentages claimed are true and accurate representations of Bridging Architect's progress to date, and that notwithstanding such percentages or the payment therefore, Bridging Architect remains fully responsible for satisfactorily completing all Services. County may adjust any progress payment so that it corresponds with the percentage of completion as determined by County. Adjustment of any progress payment will be reasonably negotiated with Bridging Architect.
- 2.6 Bridging Architect shall provide copies of all Subconsultant Agreements to County as the Agreements are finalized and executed between the Bridging Architect and Subconsultant.
- 2.7 Bridging Architect and/or its Subconsultants shall not provide services to the Construction Contractor or any Subcontractor under separate agreement for any part of this Project.

3. NOTICE TO PROCEED. The Bridging Architect shall not commence work until a Notice to Proceed is issued by the County. The County has no obligation to issue Notices to Proceed for all phases. If the project is delayed or suspended for a phase beyond 30 days, termination may be mutually agreed to by the parties.
- 4 This agreement shall not be considered as giving exclusive authority to the Bridging Architect for performing all services pertaining to the design of the project. The County may perform or may not perform, or have this work herein performed by others.
5. Prior to release of retention and/or final payment pursuant to this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereof, Bridging Architect shall execute and deliver to Owner a Conditional Release of all Fee Claims arising pursuant to or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted from the operation of the Release for reasons and in amounts set forth therein.
6. For purposes of changes in services, hourly rates will be submitted for approval for each staff member of the Bridging Architect, and the Bridging Architect's Subconsultant with a resume that justifies the level of proposed rates. These rates will apply to base and extra services. The County has the right if it deems necessary to audit the actual records. Rates will be based on salary, a reasonable audited overhead rate, and a profit of no more than 10%. (Note: Marketing will not be included in the overhead.)

Founding Partner	\$295.00
Director of Sustainability	\$290.00
Partner	\$245.00
Senior Architect / Planner	\$200.00
Project Director	\$195.00
Project Manager	\$190.00
REVIT Manager	\$175.00
Project Architect	\$165.00
Project Designer	\$160.00
Project Coordinator / Job Captain	\$155.00
Intermediate Architect	\$145.00
Intermediate Designer	\$125.00

Junior Designer	\$ 90.00
Senior Interior Designer	\$195.00
Interior Designer	\$150.00
Senior Graphic Designer	\$170.00
Sustainability Coordinator	\$ 95.00
Project Administrator	\$ 95.00

**END OF APPENDIX C**

## APPENDIX D - INSURANCE

This is an appendix attached to, and made a part of, the Professional Services Agreement dated March 6, 2018 (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and WRNS Studio (“**Bridging Architect**”), for the provision of professional services (“**Services**”).

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.

1. Coverage shall be at least as broad as:

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 \$2,000,000 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.

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.

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)

1.4 Professional Liability (Errors and Omissions)

Insurance appropriate to the Consultant’s profession, with limits not less than \$2,000,000 per occurrence or claim, \$3,000,000 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.

1.5 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.

1.6 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1.6.1 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).

1.6.2 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.

1.6.3 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.

1.6.4 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.

1.6.5 Notice of Cancellation

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

1.6.6 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.

1.7 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.

1.8 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

- a. The retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. 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.

### 1.9 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.

### 1.10 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.

### 1.11 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.

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

### 2.1 Status of Stanislaus County as Additional Insured.

On Bridging Architect's Commercial General Liability policy and Automobile Liability Policy, Stanislaus County, its officers, directors, officials, agents employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

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

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

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

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

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

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

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

**END OF APPENDIX D**



## APPENDIX E

### BRIDGING ARCHITECT'S STAFFING PLAN

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

#### **ARTICLE 1 – BRIDGING ARCHITECT'S STAFFING PLAN**

- 1.01 Bridging Architect's Staffing Plan is appended to this Appendix as Exhibit 1, and identifies staff by position, name, responsibility, rate, planned level of effort, projected hours, and his or her planned periods of involvement with the Project, for both Bridging Architect and for Bridging Architect's subconsultants in direct contract with Bridging Architect (“**Staffing Plan**”).
- 1.02 Staffing in organization chart format is also provided.

#### **ARTICLE 2 – KEY PERSONNEL AND SUBCONSULTANTS**

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

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

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

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

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

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

#### **ARTICLE 4 – UNSATISFACTORY PERSONNEL**

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

#### **ARTICLE 5 – LIQUIDATED DAMAGES FOR KEY PERSONNEL**

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

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

**5.02** **No liquidated damages shall be due under this paragraph if the substitution is required due to death, incapacity, resignation, or termination of Key Personnel.**

**5.03** **County in its sole discretion, may elect to waive, reduce or delay implementation of liquidated damages.**

## KEY PERSONNEL AND SUBCONCONSULTANTS

A. The following are the Bridging Architects key personnel under this Agreement:

<b>Name:</b>	<b>Title:</b>	<b>Contact Information:</b>
Pauline Souza	Partner In Charge / Project Manager	<a href="mailto:psouza@wrnsstudio.com">psouza@wrnsstudio.com</a>
Adam Woltag	Design Partner	<a href="mailto:awoltag@wrnsstudio.com">awoltag@wrnsstudio.com</a>
John Scheluter	Architect	<a href="mailto:jscheluter@wrnsstudio.com">jscheluter@wrnsstudio.com</a>
Natalie Kittner	Architect	<a href="mailto:nkittner@wrnsstudio.com">nkittner@wrnsstudio.com</a>
Emily Jones	Architect	<a href="mailto:ejones@wrnsstudio.com">ejones@wrnsstudio.com</a>

B. The following are the Bridging Architect's subcontractors under this Agreement:

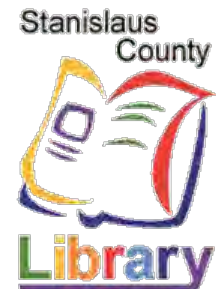
<b>Subcontractor Field:</b>	<b>Subcontractor Firm</b>	<b>Subcontractor Address:</b>	<b>Contact Person:</b>
Structural Engineer	Mar Structural Design	2629 7 <sup>th</sup> Street, Suite C, Berkeley, CA 94710	David Mar
Electrical Engineer	Integral Group	427 13 <sup>th</sup> Street, Oakland, CA 94612	Ray Juachon
Civil Engineer & Surveying	Sherwood Design Engineers	58 Maiden Lane, 3 <sup>rd</sup> Fl, San Francisco, CA 94108	John Leys
Landscape Architect	BFS	1580 W. El Camino Real #11 Mountain View, CA 94040	Simon Phillips
Acoustics, AV, Low Voltage: Security & Communication	Charles M Salter Associates, Inc.	130 Sutter Street, Suite 500 San Francisco, CA 94104	Philip Sanders
Mechanical & Plumbing Engineer	Interface Engineering	135 Main Street, Suite 400 San Francisco, CA 94105	Hormoz Janssens
Cost Estimating	Cumming		Nick Mata
Specifications	Long Green Specs		Anne Hicks Harney

**END OF APPENDIX E**

# Stanislaus County Board of Supervisors

## March 6, 2018

Approval to Negotiate and Execute a Professional Services Agreement with WRNS Studio of San Francisco, California, for the Turlock Branch Library Expansion and Renovation Project



**Patricia Hill Thomas**

Stanislaus County

Chief Operations Officer & Project Manager



- On October 17, 2017, the Board of Supervisors approved initiating the Turlock Library Expansion Project and a Request for Proposals and Qualifications for design and planning services.





# Concerns With Current Turlock Library Building

- Undersized to meet the community's needs.
- Needs larger community meeting space.
- Lacks dedicated teen space.
- Lacks dedicated children's space.
- Outdated technology and equipment.
- Lack of adequate seating space.
- Lacks computer rooms.



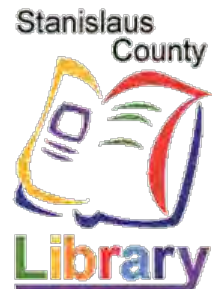
# Community Visioning Session

## Held On March 25, 2017

- Purpose was to Develop a Vision Statement
- Great Community participation & feedback!
- Discussed needed programs and needed spaces for the Turlock Library including list of must haves.
- Discussed innovative technology services for the Library.

- On July 13, 2017, a follow-up meeting was held to report the Visioning Report findings and recommendations with stakeholders.
- On August 17, 2017, a discussion of recommendations was held and “next steps” were discussed with the key participants. Participants declare, “We Are In!”

**Diane McDonnell**  
Stanislaus County Library  
Director



















## visioning overview

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*All of the participants broke out into five groups organized around a topic or theme related to the Turlock Library. The groups dissected and reviewed their topic and shared their analysis with the at large group. Each group developed a vision statement for the Project and then the at large group reviewed and assimilated the essential components into a single vision statement.*



# Final Vision Statement

**TURLOCK LIBRARY: CONNECTING US WITH  
OUR COMMUNITY AND THE WORLD.**



# Project Design Features

- Innovative technology and services
- Children services
- Program and program space
- Teen services
- Adult services
- Community meeting space
- Innovative technology services

# Architect Proposals Were Received On November 21, 2017

- ATI Architects & Engineers of Pleasanton, CA
- HGA Architects & Engineers of Sacramento, CA
- LDA Partners, LLP of Stockton, CA
- SVA Architects, Inc. of Oakland, CA
- WRNS Studio of San Francisco, CA

# Proposals Were Evaluated On A Comparative, Competitive Basis Per The RFP/RFQ

- The ability, capacity, and skills to perform the work.
- Type of work needed by the County.
- Ability to effectuate the work.
- The character, integrity, reputation, judgement, and experience.
- Satisfactorily performed similar work.

# Interviews

- Live remote interviews were conducted with all five Architectural firms between December 18, 2017 and January 10, 2018.
- Interviews resulted in three firms being selected to the final in-person interviews:
  - HGA Architects & Engineers of Sacramento, CA
  - LDA Partners, LLP of Stockton, CA
  - WRNS Studio of San Francisco, CA

# Evaluation Results

- As a result of the extensive evaluation, the team is recommending WRNS Studio be awarded the agreement for planning and architectural services.

# Fiscal Impact

- After schematic design, staff will return to the Board of Supervisors with a recommended full project budget and a project delivery method.
- The cost of the two options for WRNS Studio to continue design are reflected below:

<b>PROJECT DELIVERY OPTIONS</b>	<b>MINIMUM COST</b>	<b>MAXIMUM COST</b>
Design Bid Build	\$768,000	\$1,080,000
Design Build	\$596,000	\$658,000



**Pat Portwood**

Friends of the Library

Vice President

**Linda Davenport**

Friends of the Library

Board Member



**Adam Woltag**  
WRNS Studio  
Design Partner

**WRNSSTUDIO**

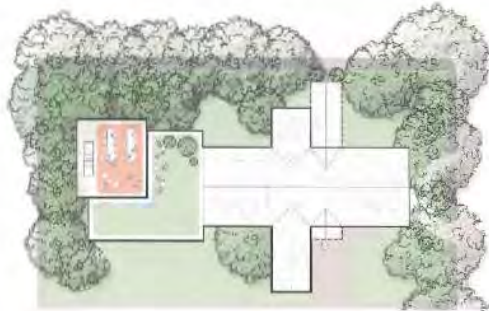
**Tree House:** With a small footprint, this two-story beacon elevates patrons into the tree canopy so when they're enjoying bright, airy spaces, great views, and outdoor access to the green roof.



**Community Porch:** A large outdoor gathering space creates for your heritage trees, embraces the community, and pulls the park into and around the library.



**Captured Gardens:** Organized on a single level around intimate gardens, this scheme pulls daylight deep into the library, while inviting the community to discover outdoor spaces that feel like home.



**WRNS** STUDIO

# Recommendations

1. Approval to negotiate, finalize and execute a professional services agreement for architectural services with WRNS Studio of San Francisco, California, as a result of a Request for Proposals and Qualifications process for design services for the Turlock Branch Library Expansion and Renovation Project.

# Recommendations

2. Authorize the Chief Operations Officer, acting as Project Manager to negotiate, finalize and execute the agreement with WRNS Studio of San Francisco, California and to issue a Notice to Proceed to initiate Schematic Design and project planning services, contingent upon proper receipt of an executed agreement and required certificates of insurance.

# Recommendations

3. Authorize the Project Manager to use up to \$250,000 of previously allocated funds in the Library Budget Fund Balance for the Turlock Branch Library Expansion and Renovation Project, and Direct the Auditor - Controller to establish a new Capital Projects Fund and project budget as detailed in the Budget Journal, which is attached, for the Turlock Library Project.

# Recommendations

4. Authorize the Project Manager to negotiate and sign contracts, work authorizations and purchase orders for professional services needed in this design phase of the project, as long as they are within the project budget.
5. Authorize the Project Manager to sign Change Orders up to \$25,000, consistent with the County's Change Order Policy.



# Thank You & Questions

