

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

BOARD ACTION SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA: 5.B.15
AGENDA DATE: June 26, 2018

SUBJECT:

Approval to Select and Award a Professional Services Agreement to LDA Partners, Inc. of Stockton, California, for the Empire Branch Library Replacement Project, and Related Matters

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0325

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

Ayes: Supervisors: Olsen, Chiesa, Monteith, and Vice-Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman DeMartini

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:5.B.15
AGENDA DATE: June 26, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval to Select and Award a Professional Services Agreement to LDA Partners, Inc. of Stockton, California, for the Empire Branch Library Replacement Project, and Related Matters

STAFF RECOMMENDATION:

1. Approve the selection and award of a professional services agreement in the amount of \$192,500, for architectural services to LDA Partners, Inc. of Stockton, California, as a result of a Request for Proposals process for the Empire Branch Library Replacement Project.
2. Authorize the Chief Operations Officer, acting as Project Manager to execute an Agreement with LDA Partners, Inc. of Stockton, California and issue a Notice to Proceed to initiate architectural services, contingent upon proper receipt of an executed agreement and required certificates of insurance.
3. Authorize the Project Manager to return to the Board of Supervisors with the Schematic Design and Funding Plan for the project and subsequently issue a Request for Statements of Qualifications from Design-Build teams upon the completion and approval of the Architect's schematic design.
4. Direct the Auditor-Controller to establish a new Capital Projects Fund using \$460,590 of Library Fund Balance for the initial phase of the project, as detailed in the attached journals.
5. 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.
6. Authorize the Librarian to submit an application for a United States Department of Agriculture (USDA) Community Facility Loan/ Community Facility Direct Loan and Grant Program.
7. Authorize the Project Manager to sign change orders up to \$25,000, consistent with the County's Change Order Policy.

DISCUSSION:

On March 28, 2017, the Board of Supervisors accepted a parcel located at 98 I Street in Empire, California from the Empire Community Hall Association, with the intention of using it for the relocation of the Empire Library. To proceed, the donated site will require preparation for new construction, including removal of debris and installation of a new building foundation, utilities, parking, landscaping, and other on-site improvements. This new library location is in the heart of Empire and is adjacent to the Community Park, a local elementary school and the Regional Water Safety Training Center (Empire Pool).

The Stanislaus County Board of Supervisors approved initiation of the Empire Branch Library Replacement Project and issuance of a Request for Proposals and Qualifications (RFP/RFQ) for Design and Planning Services on January 30, 2018. The RFP was developed pursuant to the Empire Library needs developed at a meeting of the Empire Municipal Advisory Commission (MAC), hosted on January 17, 2018 by Supervisor Olsen, the Chief Operations Officer, Library staff and the project team.

Included in the Architectural firm's scope of work is to recommend the building construction method, pre-fabricated or new construction. Once the building type is determined, staff will return to the Board of Supervisors to seek approval of plans and specifications for the facility, a final project budget and schedule.

Library and Chief Executive Office staff presented the project concept to nine interested design firms at a mandatory Pre-Proposal Conference held on February 15, 2018. Six proposals were received by the February 28, 2018 deadline. A Written Proposal Evaluation Team consisting of Library and Chief Executive Office staff reviewed the written proposal submissions on March 5, 2018 and recommended interviews with the top four proposing firms:

- WMB Architects, Inc. of Stockton, CA
- Paul Halajian Architects of Clovis, CA
- LDA Partners, LLP, of Stockton, CA
- Dewberry of Sacramento, CA

Each firm's proposal was evaluated based on the criteria published in the Request for Proposals and Qualifications:

1. The ability, capacity, and skill of the Respondent to perform the contract and effectuate the work;
2. The type of work needed by the County in light of the nature of the project and budgetary issues;

3. The ability of the Respondent to effectuate the work within the time specified, without delay;
4. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent;
5. 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.

The firms were interviewed in-person by the County's Interview Team including the Stanislaus County Librarian on March 13th and March 21st, 2018. The Interview Team recommended the top two firms, Dewberry of Sacramento, California and LDA Partners, LLP of Stockton, California to participate in a final interview with the Project Manager and Stanislaus County Librarian. Both firms made quality presentations and were thoroughly evaluated on the required criteria in the RFP.

The Project Manager is pleased to recommend that LDA Partners, Inc. of Stockton, California be awarded a contract for the Empire Library Replacement Project. LDA's proposal is to design a library that will become a cornerstone in the community at the new location and add to the park setting. When completed the Library will be within walking distance of local schools as well as the Regional Water Safety Training Center – Empire Pool.

United States Department of Agricultural (USDA) Rural Development Grant

Staff are also recommending that the County apply for a USDA Rural Development Grant. This program, both a loan and a grant opportunity, provides affordable funding to develop essential community facilities in rural areas. If successful, this grant will be used to fund some of the costs of the Empire Library Replacement Project potentially reducing the amount of departmental fund balance required.

Project Schedule

The Empire Library Relocation Project is expected to take 12-16 months to complete, with construction finishing in early 2020. The Design Phase of the Project is scheduled to last five months. It is recommended, that the Board of Supervisors authorize the Project Manager to issue a Request for Qualifications to perspective contractors, upon the completion of the initial schematic design.

At the completion of the Design Phase the Project Manager will return to the Board for approval of a comprehensive project and funding plan.

POLICY ISSUE:

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

FISCAL IMPACT:

It is recommended that a new Capital Project Fund be established with an initial budget of \$460,950, which does not include construction. Of this amount \$192,500 will be needed for the Architect to complete an initial program review and schematic design. It is estimated that \$268,450 will be needed for project costs. Upon the Architect's completion of building plans and specifications, a project budget and schedule will be brought back to the Board of Supervisors for approval. Additional sources of funding are available for the project and will be included with the overall recommended project budget when recommended to the Board of Supervisors.

The recommendation to seek a USDA Rural Development Grant will support the funding plan if granted. This program, both a loan and a grant opportunity, provides affordable funding to develop essential community facilities in rural areas. If successful, this grant will be used to fund some of the costs of the Empire Library Replacement Project.

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 Community Infrastructure* by initiating the design phase of the Empire Branch Library Relocation 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, Capital Projects and 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. Journal (A)
2. Journal (B)
3. Agreement

Database FMSDBPRD.CO.STANISLAUS.CA.US.PROD
 Balance Type Budget
 Data Access Set County of Stanislaus

 Ledger * List - Text County of Stanislaus
 Budget List - Text LEGAL BUDGET
 Category * List - Text Budget - Upload
 Source * List - Text CEO AJ
 Currency * List - Text USD
 Period List - Text JUN-18
 Batch Name Text
 Journal Name Text JV CEO CP000522
 Journal Description Text Budget - Upload
 Journal Reference Text Empire Library
 Organization List - Text Stanislaus Budget Org
 Chart Of Accounts Accounting Flexfield

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

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text
*	List - Text									
R		2092	0061149	50000	0000000	000000	000000	00000	70980	Staff Salaries
R		2092	0061149	50120	0000000	000000	000000	00000	12480	Personal Service Contract
R		2092	0061149	62400	0000000	000000	000000	00000	20720	Owner Contingency
R		2092	0061149	62630	0000000	000000	000000	00000	2500	Outside Printing
R		2092	0061149	62730	0000000	000000	000000	00000	250	Postage
R		2092	0061149	63000	0000000	000000	000000	00000	5000	Prof Services
R		2092	0061149	63430	0000000	000000	000000	00000	13710	Design Consultants
R		2092	0061149	63640	0000000	000000	000000	00000	15000	Legal Fees
R		2092	0061149	64200	0000000	000000	000000	00000	25000	Moving Expenses
R		2092	0061149	64210	0000000	000000	000000	00000	13710	Special Inspectors
R		2092	0061149	64220	0000000	000000	000000	00000	192500	Architect
R		2092	0061149	64600	0000000	000000	000000	00000	35490	Construction Manager
R		2092	0061149	64631	0000000	000000	000000	00000	2500	Geotechnical
R		2092	0061149	65000	0000000	000000	000000	00000	10000	Publications and Legal Ne
R		2092	0061149	66210	0000000	000000	000000	00000	10000	Building Permits
R		2092	0061149	67230	0000000	000000	000000	00000	25000	Utility Connections
R		2092	0061149	73511	0000000	000000	000000	00000	1500	Govt Fund Bill Auditor
R		2092	0061149	73512	0000000	000000	000000	00000	2500	Govt Fund Bill Purchasing
R		2092	0061149	74090	0000000	000000	000000	00000	500	Quick Copy Services
R		2092	0061149	74100	0000000	000000	000000	00000	125	Mail Room Post Meter
R		2092	0061149	74110	0000000	000000	000000	00000	125	Mail Room Services
R		2092	0061149	74370	0000000	000000	000000	00000	500	Stores Office Supplies
R		2092	0061149	74370	0000000	000000	000000	00000	500	Stores Office Supplies
R		2092	0061149	46600	0000000	000000	000000	00000		460590 XFR In
R		1651	0037312	85850	0000812	000000	000000	00000	460590	XFR Out
Totals:										
									921180	460590

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

Explanation: Establish Budget for Empire Library Project			
<hr/>			
Requesting Department		CEO	
Andrew Johnson		Patricia Hill Thomas	
Prepared by		Supervisor's Approval	
5/24/2018		5/24/2018	
Date		Date	
		Data Entry	
		Brenda Kiely	
		Keyed by	
		Prepared By	
		Approved By	
		6/19/2018	
		Date	
		Date	

EMPIRE BRANCH LIBRARY PROJECT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF STANISLAUS AND
LDA PARTNRS, INC. AS BRIDGING ARCHITECT

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is dated this 26th day of June, 2018, in the City of Modesto, State of California, by and between LDA PARTNERS, INC., 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 **Empire Branch Library 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.

“Agreement”	This Agreement consists of this Agreement, together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, <u>Appendix A</u> (Scope and Schedule), <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.
“Bridging Architect”	LDA Partners, Inc., a Corporation, licensed to do business in California located at 222 Central Court, Stockton, CA 95204.

“County”	County of Stanislaus, Capital Projects, located at 1010 10 th Street, Suite 6800, Modesto, CA 95354, Attn: Patricia Hill Thomas.
“Project”	Empire Branch Library Replacement Project described in <u>Appendix A</u> , Scope and Schedule of Bridging Architect Services.
“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. Bridging Architect shall coordinate its work among its own subconsultants, County personnel and any other consultant the County may hire to provide input on the project (each, a “**Consultant**”) and alert the County if any Consultant fails to coordinate with Bridging Architect.

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, Schedule, etc. Bridging Architect shall perform the Architect of Record services for the compensation listed in Appendix C.

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 arise out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Bridging Architect, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify 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 charges 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.

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
1010 10th Street, Suite 6800
Modesto, CA 95354
Attn: Patricia Hill Thomas
Project Manager

LDA Partners, Inc.
222 Central Ct,
Stockton, CA 95204
Attn: Eric Wohle
Principal

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. Confidentiality

16.1. 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.

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

17. Suspension and Termination of Services.

17.1 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.

17.2 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.

17.3 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.

18. Ownership of Work Product.

18.1 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.

18.2 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.

19. Audit/Inspection of Records.

19.1 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.

19.2 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 10th Street, Modesto, California 95354. Bridging Architect shall, upon request of County, make such books and records available to County for inspection at a location within said fifty (50) mile radius or Bridging Architect shall pay to County the reasonable, and necessary costs incurred by County in inspecting Bridging Architect's books and records, including, but not limited to, travel, lodging and subsistence costs. Bridging Architect shall provide such assistance as may be reasonably required in the course of such inspection. County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by County, and Bridging Architect shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after County makes the final or last payment or within three (3) years after any pending issues between County and Bridging Architect with respect to this Agreement are closed, whichever is later.

20. 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.

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.

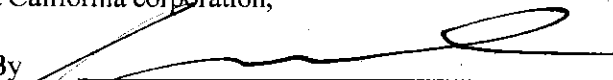
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

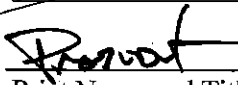
STANISLAUS COUNTY

By 

Patricia Hill Thomas
Chief Operations Officer /
Assistant Executive Officer

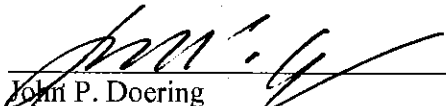
LDA PARTNERS, INC.
a California corporation,

By 



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

Approved as to form and legality this 21 day of June, 2018.



John P. Doering
County Counsel

County Agenda Item No. _____

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

LIST OF APPENDICES AND SCHEDULES

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

APPENDIX A – SCOPE AND SCHEDULE OF BRIDGING ARCHITECT SERVICES

This is an appendix attached to, and made a part of, the Professional Services Agreement dated June 26, 2018 (“**Agreement**”) between **Stanislaus County** (“**County**”) and **LDA Partners, Inc.** (“**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 **Empire Branch Library Replacement Project** in Empire, California (the “**Project**”). The Project includes proposals for bridging design that will guide the replacement of the Empire Library at a new location – 98 I Street, Empire, CA 95319.

1. **BACKGROUND**

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

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

The new site affords much greater visibility and access by the Empire community, and provides an opportunity for the County to develop a permanent structure to meet Library needs in Empire. The site can take partial advantage of existing off-street parking resources provided by the County for Empire Community Park.

2. **CONSTRUCTION BUDGET**

The Cost of Construction for the Project must be less than \$1.2 million (\$1,200,000.00) including site work and project construction, design/build fees, design contingencies, general conditions, bonds and insurance (but excluding Bridging Architect compensation).

3. **SCOPE**

Consult with The County of Stanislaus (“**County**”) to determine and confirm the scope and requirements of the project. The Project includes, but is not limited to conceptual planning, program verification and performance criteria and concept drawings for a new 5,000 square foot branch County Library at a County-owned site at 98 I Street in Empire, California.

3.1 Develop the Project Vision and Program Statement. Library staff have identified a draft list of needs for a new Library; however, the Bridging Architect shall review and validate these needs, conduct a public community meeting(s) and develop a refined

program of needs. The Consultant should assume a total building program of approximately 5,000 square feet. *Deliverable: Draft Project Vision and Program Statement to Project Team.*

3.2 Evaluate Program Conceptual Development Options and Costs. After the development of the vision and program statement, the Bridging Architect must evaluate the donated site and potential facility options. These options should consider the building siting, adjacent/neighborhood properties and land uses, parking and site access, utility access, and security of the facility. Working with the County's project team, the Consultant shall evaluate various building types, including modular buildings, pre-engineered or pre-fabricated metal structures, or conventional construction with respect to overall development cost, functionality (acoustics, flexibility of use, efficiency), durability, maintenance and operational cost, functionality and aesthetics.

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

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

3.4 Develop Bridging Documents. Upon approval of the project concept and funding plan, the County's Project Manager shall provide the Consultant a Notice To Proceed with development of performance criteria and concept drawings. The Consultant shall prepare plans, narratives and specifications. This step shall include presentation of design materials and recommendations, including color selections. The Consultant shall prepare the performance criteria and provide them in electronic Microsoft Word format to the Project Manager to merge the General Requirements (Division 01) of the Request for

Proposals, including proposal submittal procedures, general contractor requirements, etc., into a combined specification package for the purposes of procuring a Design-Build Team. (Stanislaus County is required to follow procedures provided in the California Public Contract Code for general law counties.) *Deliverable: Conceptual plans and project-specific performance specifications and narratives in MS-Word format and PDF format.*

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

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

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

3.6 Pre-Proposal Conference. The Consultant Team's Project Manager shall attend one pre-proposal conference site to present the project concept and criteria and to answer prospective proposer's questions (requests for clarification or information) at the pre-proposal conference and in writing to the County's Project Team for distribution in any needed Addenda. No addenda shall be issued less than 7 days prior to the proposal due date. *Deliverable: Response to bidder inquiries; attendance at Pre-Proposal Conference; and any Addenda preparation assistance.*

3.7 Proposal Review, Interviews, and Award of Design-Build Contract. The Consultant Team's Project Manager shall review proposals and participate in Design-Build Team interviews and recommendation process. If all proposals exceed the available project budget, the Consultant shall be responsible to re-design the project (Step 3.4) at their sole expense, and to participate in the revised RFP process. *Deliverable: Participation in proposal review; Re-design if required.*

3.8 Final Design and Construction Administration and Observation. During final design of the project, the Consultant shall attend meetings and review construction documents for adherence to the performance criteria and concept drawings. Provide for observation of the construction work to ensure consistency with the design criteria; provide answers to Requests for Information (RFIs) and review submittals only in regard to clarification of performance criteria. *Deliverable: Attendance at design meetings; response to RFI's and submittals as needed; and advice to the County Project Manager.*

3.9 Final Completion. Assist the Project Team in the development of a punch list of final completion tasks. *Deliverable: Final "walk-through" and preparation of a "punch list" of items requiring Contractor resolution*

4. MASTER SCHEDULE

Activity	Date
<u>Bridging Architect Procurement</u>	
Recommendation to the Board to Award Professional Services Agreement	6/26/2018
<u>Bridging Design</u>	
Notice to Proceed to Consultant	6/28/2018
Initial Design Meeting with Team (Concept and Approach)	6/28/2018
Conceptual Design Phase Complete	7/18/2018
Approval Conceptual Design by County	8/3/2018
Bridging Documents Complete	10/16/2018
Code Review of Bridging Documents	10/30/2018
Recommendation to the Board Approval to issue Request for Proposals	11/6/2018
<u>Contractor Procurement</u>	
Issue Request for Statements of Qualifications	9/19/2018
Statements of Qualifications DUE	10/23/2018
Recommendation to the Board Approval to Pre-Qualify D-B Teams	11/6/2018
Issue Request for Proposals	11/7/2018
Mandatory Pre-Proposal Conference	11/28/2018
Final Questions Due from Design Build Teams	12/3/2018
Final Addenda issued	12/5/2018
Proposals DUE no later than 2pm	12/12/2018
Shortlist Design-Build Teams for Interview	12/20/2018
Confidential Interview #1	1/3/2019
Confidential Interview #2	1/24/2019
Notice of Intent to Award	1/25/2019
Recommendation to the Board to Award a Contract	2/5/2019
<u>Final Design & Construction</u>	
Notice of Award	2/6/2019
Project Kick off Meeting	2/27/2019
Final Design Complete	4/29/2019
Code Review of Final Documents	5/20/2019
Construction Notice to Proceed "NTP"	5/23/2019
Construction Substantial Completion (120 days from NTP)	9/20/2019
Final Construction Completion (30 days from NTP)	10/21/2019
Department Occupancy	10/28/2019

5. SCHEDULE OF SERVICES

5.1 Schedule

5.1.1 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**.

5.1.2 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**.

5.1.3 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:

5.1.3.1 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.

5.1.3.2 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.

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

5.1.4 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.

5.2 Phased Options

5.2.1 Vision, Program and Conceptual Design, Option 1: Bridging Architect shall complete the Vision, Program and Conceptual Design **within 21 calendar days** after receipt of County's written authorization to proceed with this option. The time for completion is exclusive of time for review by the County and other Appropriate Authorities and Agencies unless otherwise agreed to by the County.

5.2.2 Bridging Documents, Option 2: Bridging Architect shall complete the Performance Criteria and Concept Drawings **within 60 calendar days** after receipt of

County's written authorization to proceed with Bridging Documents Option, exclusive of time for reviews by the County unless otherwise agreed to by the County.

5.2.3 Design-Build Team Procurement, Option 3: Bridging Architect shall complete the tasks required under the Procurement Option **within 90 calendar days** after receipt of County's written authorization to proceed unless otherwise agreed to by the County.

5.2.4 Final Design and Construction Administration Phase, Option 4: Bridging Architect shall provide services during the Final Design and Construction Administration Phase, initiating at the Kick Off Meeting, **for a period of 240 calendar days** through completion and acceptance of the project by the County Board of Supervisors. Should the time for construction exceed 8 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.

5.2.5 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.

5.2.6 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 June 26, 2018 (“**Agreement**”) between **Stanislaus County** (“**County**”) and **LDA Partners, Inc.** (“**Bridging Architect**”), for the provision of professional services (“**Services**”).

- 1 The Project includes the new site improvements and construction to replace the Empire Branch Library at its new location at 98 1 Street, Empire CA. 95319.
- 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, Schedule, etc. Bridging Architect shall perform the Architect of Record services for the compensation listed in Appendix C.
- 3 All work shall comply with all applicable laws and regulations, including, where applicable, laws requiring the payment of prevailing wages as set forth in Labor Code Section 1770 et seq.
- 4 The successful Bridging Architect will be expected to perform architectural functions including, but not limited to:
 - 4.1 **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.
 - 4.2 **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.
 - 4.2.1 Investigate existing conditions through site visits and otherwise, to determine scope of work and effects on design and construction.
 - 4.2.2 Advise the County as to the necessity of obtaining additional information related to the site, necessary for purposes of design.

4.2.3 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 Bridging Architect can proceed with design.

4.3 VISIONING, PROGRAM AND CONCEPTUAL DESIGN – OPTION 1. The Bridging Architect shall prepare the Visioning and Program Statement and Conceptual Design to include the following:

4.3.1 Develop the Project Vision and Program Statement. Library staff have identified a draft list of needs for a new Library; the Bridging Architect shall review and validate these needs, conduct a public community meeting(s) and develop a refined program of needs. The Consultant should assume a total building program of approximately 5,000 square feet.

4.3.2 Evaluate Program Conceptual Development Options and Costs. After the development of the vision and program statement, the Bridging Architect must evaluate the donated site and potential facility options. These options should consider the building siting, adjacent/neighborhood properties and land uses, parking and site access, utility access, and security of the facility. Working with the County's project team, the Consultant shall evaluate various building types, including modular buildings, pre-engineered or pre-fabricated metal structures, or conventional construction with respect to overall development cost, functionality (acoustics, flexibility of use, efficiency), durability, maintenance and operational cost, functionality and aesthetics.

The Consultant shall develop each conceptual development option to provide a description, including interior and exterior sketch(es), a list of advantages and disadvantages of each, and a probable conceptual estimate of cost for each development of each option. The Consultant shall also consider any differences in the schedule to develop the proposed Empire Library given the various building options. County staff will assist the Consultant with development of the project schedule, specifically regarding County review requirements, Board of Supervisors approvals and timing, bidding and construction award requirements, etc. All construction work for Stanislaus County shall be by prevailing wages in accordance with the requirements of the State of California Department of Industrial Relations. The Consultant shall make a presentation to the Project Team and to a meeting of Community stakeholders.

4.3.3 Meetings:

4.3.3.1 Project Kick-Off Meeting: At the beginning of the Visioning 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.

4.3.3.2 Weekly Core Team 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.

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

- 1) Draft Visioning and Program Statement.
- 2) Optional Plan Development Concepts (assume 3).
- 3) Analysis of Plan Development Concepts, including advantages, disadvantages, estimated costs and schedule of each concept.

4.3.5 Final Submittal: For the Final Submittal, Bridging Architect will allow one (1) week 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.

4.3.5.1 Final Program.

4.3.5.2 Final Conceptual Drawings, Cost and Schedule

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

4.4 BRIDGING DOCUMENTS – OPTION 2. This phase commences only after the County has approved the Program, Conceptual Drawings and cost. Bridging Architect shall prepare the following:

4.4.1 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.

4.4.2 Meetings:

4.4.2.1 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.

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

4.4.3 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.

4.4.4 Value Engineering:

4.4.4.1 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.

4.4.4.2 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.

4.4.5 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.

4.4.6 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.

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

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

4.4.6.3 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.

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

4.4.6.5 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.

4) Bridging Design rendering.

4.5 REQUEST FOR PROPOSALS – OPTION 3. 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:

4.5.1 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.

4.5.2 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.

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

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

4.5.5 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.

4.5.6 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.

4.5.7 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.

4.5.8 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.

4.5.9 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:

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

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

4.5.9.3 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.

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

4.5.10 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.

4.6 CONSTRUCTION ADMINISTRATION PHASE – OPTION 4. 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.

4.7 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.

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

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

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

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

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

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

4.11.3 Revise design as necessary.

4.11.4 Attend meetings as appropriate.

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

END OF APPENDIX B

APPENDIX C- COMPENSATION

This is an appendix attached to, and made a part of, the Professional Services Agreement dated June 26, 2018 (“Agreement”) between Stanislaus County (“County”) and LDA Partners, Inc. (“Bridging Architect”), for the provision of professional services (“Services”).

1. CONSTRUCTION BUDGET. The construction budget, which is subject to revision by the County during the Bridging Design, is less than \$1.2 million (\$1,200,000.00) including site work and project construction, design/build fees, design contingencies, general conditions, bonds and insurance (but excluding Bridging Architect compensation).
 - 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: At this time, the County has elected to utilize the Design-Build Project Delivery Methodology. The total compensation to the Bridging Architect for each phase option selected by the County shall be on a lump sum, not to exceed basis, payable through monthly statements, as follows:

Design-Build (D-B) Project Delivery Methodology	
D-B Option 1, Visioning, Program and Conceptual Design	\$ 50,000.00
D-B Option 2, Bridging Documents Option including Basic Services and ODC's:	\$ 112,500.00
D-B Option 3 Request for Proposals Option including Basic Services and ODC's:	(included in \$ Option 2 cost)
D-B Option 4, Construction Administration Option including Basic Services and ODC's:	\$ <u>30,000.00</u>
TOTAL NOT TO EXCEED D-B METHOD COMPENSATION	\$ <u>192,500.00</u>

Design-Bid-Build (D-B-B) Project Delivery Methodology

The County, in its sole discretion, may 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 Bridging Architect shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Schedule, etc. The total compensation to the Consultant for each phase option selected by the County in the D-B-B project delivery method shall be on a lump sum, not to exceed basis, payable through monthly statements, as follows:

D-B-B Option 1, Visioning, Program and Conceptual Design	\$ 50,000.00
D-B-B Option 2, Construction Documents Option including Basic Services and ODC's:	\$ 135,000.00
D-B-B Option 3 Request for Proposals Option including Basic Services and ODC's:	(included in \$ Option 2 cost)
D-B-B Option 4, Construction Administration Option including Basic Services and ODC's:	\$ <u>40,000.00</u>
TOTAL NOT TO EXCEED D-B-B METHOD COMPENSATION	\$ <u>225,000.00</u>

- 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.)

Principal Architect	\$200.00 / hr
Project Manager / Architect	\$175.00 / hr
Planner	\$165.00 / hr
Designer / Interior	\$155.00 / hr
Job Captain	\$145.00 / hr
Draftsperson	\$125.00 / hr
Clerical / Staff	\$85.00 / hr

END OF APPENDIX C

APPENDIX D - INSURANCE

This is an appendix attached to, and made a part of, the Professional Services Agreement dated June 26, 2018 (“Agreement”) between Stanislaus County (“County”) and LDA Partners, Inc. (“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 \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project / location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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, \$2,000,000 aggregate.

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

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 board, 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 board, 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 - KEY PERSONNEL

1.01 Bridging Architect's Key Personnel are identified in the Agreement Form and their resumes annexed to this Appendix E.

ARTICLE 2 - CHANGES TO KEY PERSONNEL

2.01 For Key Personnel, Bridging Architect shall not remove, reassign or make changes to any of the Key Personnel or their assignment durations without County's prior written approval.

2.02 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.

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

ARTICLE 3 - UNSATISFACTORY PERSONNEL

3.01 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 Bridging Architect shall propose properly experienced and qualified replacement personnel for County approval, pursuant to the same process as is described in Article 2 above.

ARTICLE 4 – LIQUIDATED DAMAGES FOR KEY PERSONNEL

- 4.01 Bridging Architect and County agree that the Bridging Architect’s commitment to assign the Key Personnel to the performance of services under this Agreement, 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.**
- 4.02 No liquidated damages shall be due under this paragraph if the substitution is required due to death, incapacity, resignation, or termination of Key Personnel.**
- 4.03 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:

Name:	Title:	Contact Information:
Eric Wohle	Principal Architect	ewohle@ldapartners.com
Carolyn Natividad	Project Manager / Architect	cnatividad@ldapartners.com
Veronica Reich	Interior Designer	vreich@ldapartners.com
Peter Rosado	QA/QC Review	prosado@ldapartners.com

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

Firm:	Specialty	Contact
Nexus Engineering, Inc.	Mechanical Engineering	Alan Layman
MCR Engineering, Inc.	Civil Engineering	Tony Marshall
JH Lawder Engineering	Structural Engineering	John Lawder
HCS Engineering	Electrical Engineering	Richard Smith
KLA	Landscape Architecture	Tom Holloway
JR Conkey & Associates	Cost Estimating	Scott Ransdell

END OF APPENDIX E