

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

DEPT: General Services Agency

BOARD AGENDA: 5.B.3
AGENDA DATE: October 1, 2024

SUBJECT:

Approval to Proceed with the Keyes Community Center/Library Tenant Improvements Project, Establish an Initial Project Allocation of \$750,000, Award a Contract to LDA Partners, Inc. for the Design of the Project, and Related Matters

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2024-0530

On motion of Supervisor B. Condit Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: B. Condit, Chiesa, Withrow, C. Condit, and Chairman Grewal

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

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

DEPT: General Services Agency

BOARD AGENDA:5.B.3
AGENDA DATE: October 1, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Proceed with the Keyes Community Center/Library Tenant Improvements Project, Establish an Initial Project Allocation of \$750,000, Award a Contract to LDA Partners, Inc. for the Design of the Project, and Related Matters

STAFF RECOMMENDATION:

1. Approve proceeding with the Keyes Community Center/Library Tenant Improvements Capital Project.
2. Approve the initial project allocation of \$750,000 for the General Services Keyes Community Center/Library Tenant Improvements Project, funded by existing Building Community Services Investment appropriations.
3. Approve a Work Authorization with LDA Partners, Inc. in the amount of \$284,000 for the design of the project.
4. Authorize the General Services Agency Director/Purchasing Agent, or designee, to act as Project Manager.
5. Authorize the Project Manager to procure professional services, issue work authorizations, execute contracts, and negotiate amendments as needed for this project, provided they are consistent with the State of California Public Contract Code and within the approved project budget.

DISCUSSION:

The Keyes Community Center (Center) was built by the Keyes Civic Group in 1968 and is approximately 7,500 square feet in size. In 1975, Stanislaus County purchased the Center from the Keyes Civic Group. The Center is currently used for a variety of activities: the Stanislaus County Police Activity League (PAL) runs an after-school and summer program five days a week; community exercise classes; community service district meetings; and it is the only voting location in Keyes.

In the spring/summer of 2023, the General Services Agency (GSA) had a Facility Condition Assessment done on the Center. The assessment revealed that the exterior staircase to the second floor is not safe, some of the roof braces are showing stress, the main electrical switchboard is reaching the end of its useful life, and various other items need to be repaired or replaced. GSA submitted the Keyes Community Center Second Floor Life Safety Upgrades for consideration in the Fiscal Year 2024-2028 Capital Improvement Plan and it is ranked as a top priority (Imperative) project.

In the summer of 2023, the Library moved out of the modular building on the Keyes Elementary School campus. The modular building is over 20 years old and has reached the end of its useful life. Staff looked for suitable facilities for rent in Keyes and found none. The Library opened a temporary pop-up location in a storage room within the Center to provide reduced library services until a permanent solution could be found.

With two programs in Keyes needing new or remodeled facilities, GSA hired LDA Partners, Inc. under the on-call architect agreement to conceptually lay out three options for permanent space for both the community programs and Library. Those options included having both programs occupy the current Keyes Community Center, expanding the Center, or constructing a new facility in a different location. Cost estimates for the options are \$4 million to renovate the existing space, \$6 million to renovate and expand the existing space, and \$10 million to construct a new facility.

The result of this conceptual work is that it is feasible to continue the existing programs and add library services within the current footprint of the Center, provided the deficiencies identified by the Facility Condition Assessment are resolved. The proposed design will have a multipurpose space for PALS/Library programming, community meetings, wellness classes and provide space for the library to operate for the foreseeable future. This approach is most beneficial to the community, providing support for existing activities and partnerships enhanced by co-located Library programs and services. This is also the most fiscally responsible plan.

Staff recommends approval of a project to renovate the Keyes Community Center to resolve deficiencies identified in the Facility Condition Assessment and perform Tenant Improvements (TIs) to the building to create an approximately 2,500 square foot library. The project will be funded by Building Community Services Investment (BCSI) strategy funds and includes new partitions within the concrete masonry building, updated restrooms, community room, and new stairs to the mezzanine level used by PAL for the after-school program.

Library Leadership has developed a capital improvement strategy for its library sites. If these recommended actions are approved, Keyes will join library improvements completed or planned in Turlock (renovation and expansion), Empire (new facility), Modesto (modernization/tenant improvements), Newman (ADA/tenant improvements), Salida (Roof Replacement/Tenant and Improvements), Riverbank (ADA/tenant improvements). The Library is also actively working on its plan for other locations, some of which are leased in Ceres, Denair, Grayson, Oakdale, Patterson, Riverbank, and Waterford.

POLICY ISSUE:

The County's Purchasing and Salvage Policy requires the Board of Supervisors to approve contracts whose value exceeds \$200,000 consistent with California Government Code Sections 25212 and 25502.5.

FISCAL IMPACT:

Staff estimate the entire project cost to total approximately \$4 million. The entire project cost is anticipated to be funded by BCSI strategy funds allocated to the General Services Agency and Library. Half of the project costs will be funded by BCSI funds set aside to restore County properties in the General Services Agency and the other half by BCSI funds set aside to enhance County Libraries.

Today's recommended actions include proceeding with the design phase of the Keyes Community Center/Library Tenant Improvements Project and approving an initial project allocation of \$750,000 funded by existing appropriations in the General Services Agency Restore County Properties Capital Project legal budget unit. Staff will return to the Board later with a final project budget and final funding plan for the entire project. The recommended initial project allocation is detailed in the table below:

PROJECT COSTS	BUDGET
Staff Salaries and Benefits	\$200,000
Services and Supplies	\$535,000
Other Charges	\$15,000
Total	\$750,000

Staff is also recommending approval of a Work Authorization with LDA Partners, Inc. of Sacramento, CA, in the amount of \$284,000 to provide architectural services and fully design the tenant improvements needed at the Keyes Community Center. Existing appropriations in the General Services Agency Restore County Properties Capital Project legal budget unit are available to fund this Work Authorization. GSA has spent an estimated \$141,000 for this project. This includes funding for professional services to evaluate the building for structural safety, building/mechanical lifespan, and design services for renovation.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Promoting Lifelong Learning* and *Delivering Efficient Public Services* by creating permanent space for a library in the Keyes community.

STAFFING IMPACT:

This project will be successfully delivered by existing staff in the General Services Agency and the Library.

CONTACT PERSON:

Andrew Johnson, GSA Director / Purchasing Agent

(209) 525-4380

ATTACHMENT(S):

1. LDA Work Authorization
2. Levine Act Disclosure

WORK AUTHORIZATION
FOR ON CALL ARCHITECTURAL SERVICES BY CONSULTANT

Date: October 1, 2024

Work Authorization for On Call Architectural Services by Consultant

Agreement: Agreement dated August 30, 2022, between County of Stanislaus and
LDA Partners, Inc.

Work Authorization #: 6

Consultant: LDA Partners, Inc.

Project Title: Keyes Community Center and Library Tenant Improvements

Project Address: 5506 Jennie Ave, Keyes, CA 95328

1. Name of Owner: County of Stanislaus

2. Consultant: LDA Partners, Inc.

3. Agreement: This Work Authorization is entered into as of October 1, 2024, in accordance with that certain Agreement between the County of Stanislaus and LDA Partners, Inc. dated August 30, 2022, the terms and conditions of which are incorporated herein by this reference.

4. Project Description: Renovation and improvement of the existing Keyes Community Center at Hatch Park (5506 Jennie Avenue, Keyes, CA).

5. Work of the Contract: In accordance with Appendix A attached hereto, prepare design documents and provide professional services relating to the renovation and improvement of the existing Keyes Community Center at Hatch Park (5506 Jennie Ave, Keyes, CA). The building is approximately 7,000 square feet. Improvements are based on information from the Facility Condition Report dated March 17, 2023, by Kitchell and conceptual design services provided by LDA Partners in late 2023. This Work Authorization continues the concept design services to provide Structural Evaluation, Schematic Design, Design Development, Construction Drawings, Permit Coordination, Bidding Support, Construction Administration and Cost Estimating by phase subject to the County's issuance of a notice to proceed for each phase. Base-building improvements are listed below:

Civil Scope:	Mechanical Updates:
Accessibility improvements at parking	Existing rooftop package units – some new minor routing of ducting & diffusers
Bike racks	
Trash Cans	New controls (Pelican)
Outdoor Seating	New bathroom exhaust
Front and Back parking lot resurfacing and striping	
	Plumbing:
Architectural Scope:	Miscellaneous routing, salvage of equipment
New exterior doors	Abandon grease trap, cap lines.
New exterior windows	Existing gas fire HW heater
New exterior Awnings over doors,	
New exterior sunshades at existing window openings	Electrical:

New ACT ceiling and t-bar grid	Replace systems
Interior finishes throughout	Replace meter, switchboard
Wall Tile at new restrooms, w/polished concrete floors	Replace interior lighting
New interior and exterior stairs	Replace exterior lighting
New furniture layout	
New access control system (Lenel system)	Fire Protection:
New security cameras	Assume new sprinklers w/ deferred submittal
New pathways for security system	New fire alarm
New wayfinding signage and graphics (exterior sign at road, building signage, interior library signage)	New smoke detection
New data and communication devices	Structural:
	Repair roof as identified in Kitchell Report

6. Contract Time: Services are to be completed in accordance with the Master Schedule attached hereto as Appendix B and incorporated herein.

7. Contract Sum: The amount to be paid by the County of Stanislaus for all Services under this Work Authorization shall NOT EXCEED: TWO HUNDRED EIGHTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$284,000.00), payable in accordance with the following schedule:

Project Phase	Amount
Concept Design and Structural Evaluation	\$46,850.00
Design Development	\$77,600.00
Construction Documents	\$116,400.00
Plan Review and Bidding	\$31,600.00
Construction Administration	\$11,550.00
Total Not to Exceed	\$284,000.00

8. Project Manager: Consultant's Project Manager for Services under this Work Authorization is Will Oren.

9. Key Subconsultants: Consultant has subcontracted with the following appropriately licensed subconsultant(s) for Services under this Work Authorization:

Design Category	Subconsultant Name
Structural	Crosby Group
Electrical	Ecom
Mechanical and Plumbing	Capital Engineering

10. Funding Source(s): 2250.0061337.64220.GS00023

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E 64220
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A GS00017

11. Board Approval: Board of Supervisors Approval Date: October 1, 2024; Board Agenda Item: 5.B.3

12. Conflict of Interest: Consultant confirms that it has not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to another other in connection with this Agreement. Consultant affirms that this Agreement has been arrived at independently and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other consultants in the award of this Agreement. Consultant acknowledges the following “safe harbor” provisions of Government Code 1097.6:

“Contractor/consultant’s duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor /consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.”

IN WITNESS WHEREOF, this Work Authorization was executed by the parties as of the date set forth above.


Andy Johnson (Oct 1, 2024 16:29 PDT)
County of Stanislaus
By: Andrew Johnson
General Services Agency Director


Will Oren (May 24, 2024 16:18 PDT)
LDA Partners, Inc.
By: William Oren
Director of Architecture

APPENDIX A SCOPE OF SERVICES

1. THE PROJECT DESCRIPTION

See Work Authorization.

2. TASK LIST AND SCHEDULE

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

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

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

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

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

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

2.2.2.1 Architect's schedule shall outline dates and time periods for the delivery of Architect's services, requirements for information from the County for the performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and tenants involved in the Project.

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

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

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

3. CONSTRUCTION BUDGET

3.1 Construction Budget: The budget, which is subject to revision by the County during the Schematic Design Option, is based on the preliminary conceptual estimate developed by the County.

3.1.1 The total construction budget (including signage and data/communications, and excluding hazardous materials abatement, FF&E, and contingencies), estimated to the midpoint of construction, is TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$2,700,000.00).

3.1.2 The County may, in its sole discretion, add to or reduce by 5% the total construction budget during the Schematic Design Option at no change in fee.

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

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

4. DEFINITIONS

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

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

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

Alternate: See Bid Item below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Construction Manager: Stanislaus County Capital Projects.

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

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

County: Stanislaus County or Owner.

Days: Calendar days unless otherwise designated.

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

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

Documents: The Contract Documents.

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

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

of the County. The estimate does not include the compensation of Architect, Architect's Subconsultants, other consultants, and those items which are Owner's responsibility.

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

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

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

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

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

Owner: Stanislaus County.

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

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

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

Plans: Project drawings prepared by Architect for approval by the County Board of Supervisors, including any Addenda approved by Owner's Authorized Representative, which

specify the location, character, dimensions, and details of the construction Work to Be performed. Synonymous with “Drawings,” “Contract Drawings,” and “Documents.”

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

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

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

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

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

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

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

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

Standard of Care: The ordinary and reasonable care usually exercised by one in that profession, on the same type of project, at the same time and in the same place, under similar circumstances and conditions. This definition will take precedence to others used in this agreement. Other provisions of this Agreement notwithstanding, all services performed under this Agreement shall be performed in a manner which meets this standard.

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

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

5. BASIC ARCHITECTURAL SERVICES OF ARCHITECT

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

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

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

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

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

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

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

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

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

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

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

5.2 Criteria

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

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

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

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

5.3 Scope

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

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

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

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

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

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

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

5.3.8 Architect, or where appropriate, their consulting engineers shall review and visually verify as-built and as-designed information supplied by the County concerning existing structures, facilities and utilities, and determine if such information is sufficient to use in connection with the phases of the Architects Work and to be made available to Bidders and the Construction Contract. Architect, and where appropriate, their consulting engineers, shall not be responsible nor liable for the accuracy of such information provided by the County.

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

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

5.4 Coordination of Architectural and Engineering Subconsultants/Other Consultants.

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

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

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

5.5 Deliverables: Provide all deliverables required under this contract.

5.6 Not Used

5.7 Schematic Design Option 1:

5.7.1 Concept: See Work Authorization #6.

5.7.2 Schematic Design: The Architect shall complete schematic design based on the Project description contained in the Work Authorization, including adjustments authorized by the County, the Architect shall prepare the following:

5.7.2.1 Schematic Design Documents: The Architect will be responsible for Schematic Design. The Architect will arrive at a clearly defined, well analyzed design that meets defined needs and/or concept as set forth by the Owner. It will include considerations of buildings and park form, scale and relationship of the project components, character, functional planning solutions, and outline of the building and park systems. Based on the scope and construction budget, the Architect will prepare Schematic Design Documents for review and approval by the County. The documents consist of drawings, specifications, a narrative description and relationship of project components, and performance requirements. These documents will cover basic architectural, park planning, mechanical, structural, and electrical concepts. The Architect will provide the County a minimum of 3 design concept schemes for their review and approval before proceeding with the final schematic design.

5.7.2.2 Meetings:

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

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

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

5.7.2.3 Estimate: The Architect will prepare a Statement of probable Construction Cost based on the Schematic Design Documents and other available data. The Architect will compare it to the construction budget. The Statement of probable Construction Cost must not exceed the construction budget.

5.7.2.4 Value Engineering:

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

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

5.7.2.5 Site Visit and Investigations

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

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

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

5.7.2.6 Recommendations on Required Additional Information

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

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

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

5.7.2.7 Deliverables

5.7.2.7.1 County Approval: The completed Schematic Design drawings, specifications, probable cost estimate, and other documents will be presented to the County for written approval.

5.7.2.7.2 The Architect shall provide for County approval:

- 1) Floor plans, with room names, no less than 1/8" = 1'-0" scale, showing gross square footage.

- 2) At least two (2) sections and prints of the buildings in scale of no less than 1/16" = 1'-0" fully describing interior/exterior volumes and relationship with floor plan.
- 3) Specification outline and a written description of the major systems, including but not limited to, security, HVAC, fire protection, plumbing, electrical, and signage/graphics.
 - a. One reproducible copy of outline specifications including description of the site, architectural, structural, mechanical, and electrical systems and materials proposed, which describe performance requirements.
 - b. One hard copy and electronic in PDF Format:
 - c. Preliminary project schedule.
 - d. Preliminary cost estimate.
 - e. Architect task list and schedule for Design Development Phase.
 - f. Written concurrence that design for the Project can be developed within the County's budget.

5.7.2.8 Final Submittal: For the Final Submittal, the Architect will allow four (4) 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; and allow 3 days to schedule the Board approval.

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

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

5.7.2.8.3 Estimate of Construction Costs and Schedule.

5.7.2.8.4 Schematic Layouts, Sketches and Design Criteria

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

- 4) Reports and exhibits shall indicate any alternative solutions available to County and set forth Architect's findings and recommendations.
- 5) Schematic rendering.

5.8 Design Development Phase, Option 2

Upon receipt of written authorization by County, proceed with the Design Development Phase Option, based on the County's approved Schematic Design, including any adjustments authorized by the County in the concept, schedule, or construction budget. Prepare Design Development Documents that define and describe all important aspects of the buildings and park site in increasing detail. The design will define size and character in detail; materials and colors will be chosen; each space and site area will be functionally laid out within the plans; and resolve issues so that there is no cause for significant restudy. It shall represent the end of conceptual design and the start of the confirmation of details.

5.8.1 Meetings: Continue with the weekly core team meetings to discuss progress, problems, user needs, and activities planned for the next interval. In addition, attend development and review meetings as requested by the County.

5.8.2 Value Engineering:

5.8.2.1 Informal value engineering will be used as an on-going process throughout the design development phase if there appears to be an estimated cost over the construction budget.

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

5.8.3 Make full disclosure to County, and obtain County's express written approval of:

5.8.3.1 Any provisions in the drawings and specifications that operate to shift design responsibilities from Architect to Contractor, through performance specifications or any other means;

5.8.3.2 Any proposed untested, unique, proprietary or sole source design features.

5.8.4 Constructability: Participate and cooperate fully in a review of the design by County, and any Consultants engaged by County, to assess the constructability of the design. Attend a constructability meeting, if requested.

5.8.5 Deliverables:

5.8.5.1 Submit one hard and one electronic copy, PDF format, of the following Design Documents consistent with the approved Schematic Design Option:

- 1) Floor plans (no less than 1/8" = 1'-0") including space assignments, sizes and location of installed, fixed and moveable equipment, and labeling of net and gross areas for the various parts of the project.
- 2) At least two sections and all elevations in a scale no less than 1/8" = 1'-0".
- 3) Large scale layouts of various systems.
- 4) Preliminary specifications, word, describing performance, size, character, and quality of the Project in its essentials as to kinds and locations of planting and building materials; type of structural, mechanical, and electrical systems; and
- 5) A tabulation of floor areas, and a comparison to the concept requirements established at the beginning of Schematic Design phase.

5.8.5.2 Prepare and submit for County approval a proposed construction estimate based on a unit and detailed cost. Provide cost savings options for work exceeding the budget. Based on the information contained in the Design Development Documents, submit a revised opinion and more detailed estimate of probable construction cost and times of completion of the project as defined in the Schematic Phase.

5.8.5.3 Prepare and submit for County approval written design criteria for planting, architectural, structural, mechanical, and electrical systems to clearly show the characteristics and quality of environment and control they will provide. Lighting levels shall be stated in general and special occupancy areas. Provide HVAC calculations as required. List applicable codes and standards. Detail any exception to these variations with written approval from the County.

5.8.5.4 At the start of the Design Development phase, submit an updated architects design schedule based on the required Design Development Documents.

5.8.5.5 Color schedules, samples of textures and finishes of all materials proposed in the Work.

5.8.5.6 List of long lead items (if any) based on Design Development documents, coordinated with updated milestone Master Schedule.

5.8.5.7 Submit Title 24 preliminary calculations.

5.8.5.8 Prepare recommendations of the Supplementary Conditions, the construction contract, and (where appropriate) additional bidding requirements for inclusion in existing bid forms, invitations to bid and instructions to bidders for review and approval by County, its legal counsel, Project Manager, Construction Manager, and other advisors, and assist in the preparation of other related documents.

5.8.5.9 Architect task list and schedule for the Construction Document Phase.

5.8.5.10 List and estimate of alternate bid items to maintain budget control.

5.8.6 **Final Submittal**: The Architect will allow four (4) weeks for County review time; the Architect shall make changes necessary to comply with County's review comments, and resubmit one (1) set of reproducible completed documents along with County's marked up check set within one (1) week of receipt, unless otherwise approved by the County; and allow three (3) days to schedule the Board approval.

5.8.6.1 Make presentation of the documents to the Board of Supervisors for approval, if requested.

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

5.8.6.3 Revise DD Estimates of Construction and Schedule as necessary to comply with County comments.

5.8.6.4 Revised drawings, specifications, and reports to comply with County comments.

5.8.6.5 Design Development rendering.

5.9 Construction Documents Phase, Option 3:

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

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

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

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

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

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

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

5.9.7 Working drawings shall be prepared using computer aided drafting medium. Each door shown shall have a separate, unique number; each room shall have a name and separate unique number; and shall be listed separately on the room finish schedule. Door hardware functions and requirements for master keying shall be specified. Drawing size shall not exceed 36" x 48" unless otherwise approved by the County. The Architect will provide County with two (2) sets of electronic drawings, PDF Format and CADD, one (1) set of reproducible and one copy with addendum items included for progress prints each month and/or review meeting.

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

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

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

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

5.9.11.1 Will be constructible, workable and biddable;

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

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

5.9.12 Deliverables:

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

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

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

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

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

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

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

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

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

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

5.9.13 95% and 100% Final Submittal:

5.9.13.1 95% Submittal: The Architect shall submit all required Contract Documents to the County as a package, with all items completed. County will review and return a check set of documents to the Architect with comments within 5 days of receipt.

5.9.13.2 100% Submittal: The County will review and return comments within 5 days. The Architect shall make changes necessary to comply with the County's review comments, and resubmit a set of corrected documents, along with County's marked-up

check set within 5 days of receipt, or as agreed to by the County. The Architect will allow 5 days to schedule the Board approval.

5.9.13.3 Presentation to the Board of Supervisors for approval.

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

5.9.13.5 Provide the final estimate as necessary.

5.10 Bidding Phase, Option 4:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.10.12.2 Reject all bids and rebid the contract.

5.10.12.3 If the base bid amount is more than Architect's estimated amount for the base bid plus additive alternates in Architects final statement of probable Total Construction Costs rendered at the end of the Construction Document Phase, require the Architect to redesign and revise the documents or revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project Construction Cost for the work to be performed by the Contractor, while still meeting the County's concept objectives in which case the Architect shall at its expense, if so directed by the County, modify the Construction Documents in order to reduce the Project Construction Cost for the work to be performed by the Contractor within the Project budget per Paragraph 6 of this agreement.

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

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

5.11 Construction Phase Option 5:

This phase commences with the award of the Contract for Construction, and will terminate upon the completion by the Contractor of all services required by the Contract for Construction, and

acceptance of the Project by the Board of Supervisors. The County will have a Construction Manager/Project Manager with whom the Architect will work. Upon receipt of a written notice from the County to proceed with the Construction Phase Option, the Architect shall perform the services specified herein:

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

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

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

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

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

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

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

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

5.11.6 Submittals: As requested by the Construction Manager, the Architect shall review and recommend appropriate action on Submittals, shop drawings, erection drawings, and samples

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

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

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

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

5.11.8 Site Observations: The Architect shall make visits to the site at least once per week to observe and assess the progress and quality of the work; to generally determine if the work is proceeding in accordance with the Contract Documents; and to attend the Progress meeting with the Contractor and Construction Manager. Other consulting engineers shall also make periodic visits to the site as necessary for the performance of the Architect's obligation under this agreement and as requested by the County. The Architect will e-mail or fax a written trip report in hard copy and digital format within three (3) working days of the visit to the Construction Manager. The Architect's (and Consultant's) representative making site visits will be an experienced and qualified design and Construction Administration Professional who has been delegated responsibility to make technical decisions and approvals on site.

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

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

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

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

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

5.11.12 Punch Lists: As requested by the Construction Manager, the Architect and their Consultants, and where appropriate its subconsultants, shall assist the County in preparing preliminary and final lists of deficiencies (punch lists) at substantial and final completion including updating the punch lists, and confirming completion by the Contractor. Punch List trips and durations will be in addition to the weekly site visits. For substantial completion there will be as a maximum three preliminary and one final observation trips, and for final completion there will be one preliminary and one final observation trips. Punch list hard copy reports will be provided before leaving the job site, and a final digital copy will be e-mailed or faxed within three working days to the Construction Manager unless otherwise agreed to by the Construction Manager.

5.11.13 Substantial and Final Completion: The Architect shall make Substantial and Final on-site observations and report (in hard copy and digital format) on the completed Project, and furnish County a written notice that the Project is completed in accordance with drawings and specifications except as noted. The Architect shall report all observed omissions, unauthorized

substitutions, defects or deficiencies in the work not remedied by the Contractor, and shall advise the County within three working days of discovery of the same. The Architect will sign the certifications of substantial and final completion.

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

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

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

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

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

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

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

5.11.20 Any communications between Architect and Contractor, and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent by fax and/or e-mailed immediately to Construction Manager. This includes all email transmissions received and sent; an electronic copy will be forwarded to the Construction Manager the same day. The Architect shall maintain a digital and hard file copy of all e-mails.

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

6. CONTROL OF CONSTRUCTION COSTS

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

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

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

6.4 Value Engineering: The County or its Construction Manager may provide recommendations on value engineering designs. The Architect’s Basic Services shall include value engineering modifications to the design of the Project at no additional expense to the County through the Design Development Phase. After the Design Development Phase, the Architect shall be compensated for any value engineering modifications as an Additional Service if directed by the County.

6.5 Scope and Quality Adjustments After Approval of Design Development Phase: At any time after County approval of the Design Development Phase Documents, and prior to issuance of the Contract Documents for bidding, should any part of the County organization elect to make any major additions to the quality or scope of the Project, the Architect shall initiate a change notice to the Construction Manager for approval by the County and prepare a revised estimate of the construction cost to reflect the cost of the scope change. Should such revised estimate of the construction cost exceed the budget, the County and Architect shall review the Project to determine

what revisions would reasonably be expected to bring the estimated cost within budget. The Architect shall thereafter prepare a revised estimate of the construction cost, incorporating the mutually agreed revisions. When approved by County, such revised estimate of construction cost shall become the new County-approved budget. The Architect shall be compensated for any such necessary revisions to the Contract Documents and cost estimates as an Additional Service, as provided herein, after the Design Development Option. Note: As set forth in Paragraph IV, the County may increase the construction budget by five percent at no increase in fee.

6.6 Architects Obligation to Modify Documents:

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

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

6.6.3 The Architect shall with mutual agreement of Project Manager be permitted to include contingencies for design during the Design Options (see Definitions Paragraph 4) to provide for price escalation, to determine what materials, equipment, component systems, types of construction to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project within the concept requirements and to include in the Contract Documents alternate bids to adjust the bid cost to maintain the County-approved construction budget.

7. COUNTY'S RESPONSIBILITIES:

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

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

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

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

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

8. ADDITIONAL AND OPTIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

APPENDIX B

MASTER SCHEDULE

Structural Evaluation Phase, Option 1: The Architect shall complete the Structural Evaluation phase within thirty (30) calendar days after receipt of County's written authorization to proceed with this option. The time for completion is exclusive of time for review by County.

Schematic Design Phase, Option 2: The Architect shall complete the Schematic Design phase within thirty (30) calendar days after receipt of County's written authorization to proceed with this option. The time for completion is exclusive of time for review by County.

Design Development Phase, Option 3: The Architect shall complete the Design Development Phase within forty-five (45) calendar days after receipt of County's written authorization to proceed with Design Development Phase, exclusive of time for review by County.

Construction Documents Phase, Option 4: The Architect shall complete the Construction Documents Phase within one hundred thirty-five (135) calendar days after receipt of County's written authorization to proceed with Construction Documents Phase, exclusive of time for reviews by County.

Bidding Phase, Option 4: The Architect shall complete the tasks required under the Bid Phase within forty-five (45) calendar days after receipt of the County's written authorization to proceed unless otherwise agreed to by the County.

Construction Phase, Option 5: The Architect shall provide services during the Construction Administration Phase, initiating at the Pre-construction Conference, for a period of two hundred forty (240) calendar days through the acceptance of the project by the County (unless construction delays are the result of the bid documents as provided by the Architect). Should the time for construction exceed eight (8) months, the Architect's services beyond that time will be compensated for under the Additional Services Clause of this contract if the delay is through no fault of the Architect.

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

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

COUNTY OF STANISLAUS
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____

Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Stanislaus County Board of Supervisors or to any County Agency Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes ☐ No ☒

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- | | | |
|--|------------------------------|--|
| ☐ The Applicant | Yes ☐ | No ☒ |
| ☐ Subcontractor | Yes ☐ | No ☐ |
| ☐ The Applicant's agent/ or lobbyist | Yes ☐ | No ☐ |

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

5/29/2024
Date

LDA Partners
Print Firm Name if applicable

Will Oren
Signature of Applicant

Will Oren
Print Name of Applicant

**STANISLAUS COUNTY BOARD OF
SUPERVISORS AND COUNTY AGENCY
OFFICERS**

Board of Supervisors

Channee Condit, Fifth District

Mani Grewal, Fourth District

Buck Condit, First District

Vito Chiesa, Second District

Terry Withrow, Third District

County Agency Officers

Don H. Gaekle, Assessor

Kashmir Gill, Auditor-Controller

Donna Linder, Clerk-Recorder

Jeff Laugero, District Attorney

Jeff Dirkse, Sheriff-Coroner

Donna Riley, Treasurer-Tax Collector