

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-8

Urgent

Routine

AGENDA DATE November 4, 2014

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract to Pires, Lipomi & Navarro of Modesto, California to Design the Crisis Stabilization Unit at the Stanislaus Recovery Center at 1904 Richland Avenue, Ceres, California and Approval to Establish the Project Budget and Related Actions

STAFF RECOMMENDATIONS:

1. Approve the award of a contract to Pires, Lipomi & Navarro of Modesto, California and authorize the Project Manager to execute a contract for professional architectural design services for the development of plans and specifications for the Crisis Stabilization Unit (CSU) at 1904 Richland Avenue, Ceres, California.
2. Authorize the Project Manager to issue a Notice to Proceed, contingent upon receipt of proper insurance.

(Continued on Page 2)

FISCAL IMPACT:

The creation of a Crisis Stabilization Unit is a critical need in Stanislaus County. As approved by the Board of Supervisors on November 13, 2012 as part of the 24/7 Secure Mental Health Services Strategic Plan, the Project Manager is seeking to advance the goals of the strategy by providing a Crisis Stabilization Unit to the County continuum of services. The Psychiatric Health Facility (PHF) and creation of a Discharge Team have already been implemented.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-561

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa
 and approved by the following vote,
 Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini
 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: This Item was removed from the consent calendar for discussion and consideration.

ATTEST:


 CHRISTINE FERRARO TALLMAN, Clerk

File No.

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STAFF RECOMMENDATIONS: (Continued)

3. Authorize the use of \$452,704 of the Fund Balance - Committed - Capital Acquisition within the primary Behavioral Health and Recovery Services budget by a 4/5 vote of the Board of Supervisors.
4. Direct the Auditor-Controller to perform an operating transfer in to the Crisis Stabilization Unit Capital Project Fund in the amount of \$452,704 and to perform an operating transfer out from the Mental Health Fund budget as outlined in the budget journal form.
5. Direct the Auditor-Controller to increase appropriations in the amount of \$1,238,704 within the Crisis Stabilization Unit Capital Project Fund as outlined in the budget journal form.
6. Authorize the Project Manager to issue a Request for Statement of Qualifications (RFSOQ) to prequalify contractors for the project for future consideration and award of a construction contract by the Board of Supervisors.
7. Authorize the Project Manager to negotiate and sign contracts, work authorizations and purchase orders necessary for the Project as long as they are within the Project Budget.

FISCAL IMPACT: (Continued)

The Crisis Stabilization Unit (CSU) has an estimated project cost of \$1,396,704. The recommended project budget represent the costs of project administration, design, supplies and services and structures and improvements for both the remodel of the existing wing of the Stanislaus Recovery Center for the CSU and emergency power systems for the Recovery Center campus to include provisions for the CSU wing and the Psychiatric Health Facility (PHF) completed in early 2014.

On June 17, 2014, the Board of Supervisors approved the transfer of \$158,000 of Mental Health Services Act (MHSA) funding for architectural design and construction of a CSU to be located in a wing of an existing residential care facility at the Stanislaus Recovery Center, 1904 Richland Avenue, Ceres, California. On September 30, 2014, the Board of Supervisors approved the adoption of the Fiscal Year 2014-2015 Mental Health Services Act Plan Update which included \$786,000 of MHSA funding for Capital Facilities for the construction of the project, bringing the total use of MHSA funds for architectural design and construction to \$944,000. MHSA Capital Facilities funds may only be used for allowable expenses contained within the program guidelines which can be attributed to the costs of architectural design and construction activities.

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The remainder of the sources for the financing plan in the amount of \$452,704 are to be funded from proceeds from the 2007 sale of the Stanislaus Behavioral Health Center back to Doctors Medical Center with no impact to the General Fund. Currently \$3.4 million remains from the sale proceeds, which includes \$83,000 in project savings on the PHF, and can only be used by approval of the Board of Supervisors. These funds will primarily be used for costs not attributable to MHSA funding, which include the costs of furniture and equipment for the CSU and for the costs of construction directly related to emergency power for the neighboring PHF.

With today's action, the Project Manager seeks Board of Supervisors approval to increase appropriations in the amount of \$1,238,704 within the Crisis Stabilization Unit Capital Project Fund and establish the full CSU Project budget as follows in the sources and uses form below:

Crisis Stabilization Unit - Sources	11-04-2014	Amount
Mental Health Services Act (MHSA)-Capital Facilities		\$944,000
Proceeds from sale of SBHC		\$452,704
Total Sources		\$1,396,704

Crisis Stabilization Unit - Uses	11-04-2014	Amount
Salaries & Wages (Administration, Construction Mgmt.)		\$64,600
Architectural and Engineering		\$97,896
Supplies and Services, Legal, Inspection Services		\$89,608
Cost Applied Charges (Building Maintenance Fund)		\$10,500
Construction		\$1,134,100
Total Uses		\$1,396,704

At this time, the Project Manager is returning to the Board to recommend approval of a Professional Services Agreement with Pires, Lipomi & Navarro Architectural Corporation (PLN Architects) of Modesto, California to perform architectural and engineering services to include the development of plans and specifications for the Crisis Stabilization Unit (CSU) project, in the lump sum amount of \$91,100. PLN Architects is the top ranked design team as a result of the RFP process for the design and engineering team.

DISCUSSION:

Effective October 31, 2007, Stanislaus County sold its 67-bed inpatient acute psychiatric facility, Stanislaus Behavioral Health Center, to Doctors Medical Center of Modesto (DMC), a Tenet Healthcare affiliate. The Center subsequently became known as Doctors Behavioral Health Center (DBHC). At that time, the County entered into a Provider Agreement with DMC for the use of beds at the psychiatric inpatient facility on a daily basis for County patients, defined as: Medi-Cal adult beneficiaries of Stanislaus

County, adult indigent uninsured residents of Stanislaus County, and “restoration to competency” patients. That agreement was terminated on December 31, 2009, and a new agreement was effective January 1, 2010 through June 30, 2012. The current agreement, effective July 1, 2014 through June 30, 2016, reserves up to 12 in-patient acute psychiatric beds on a daily basis. Additionally, County patients may be placed in other, out-of-County facilities for a variety of reasons: lack of capacity at DBHC; patient not suitable for treatment at DBHC; or patient is under 21 years of age. Those patients who are the County’s responsibility may be placed in a secure facility only upon assessment by County staff; local hospitals do not have the authority to direct the admission of a County patient.

Strategic Planning Efforts

During 2012, the Chief Executive Office, Behavioral Health and Recovery Services (BHRS), DMC and other stakeholders met and began a new working relationship that focused on the capacity issues and growing need for psychiatric in-patient services. This group identified both short and long-term issues related to the need for secure 24/7 mental health services and programs that surround such services. In addition, several stakeholder meetings were held to gather information and understand hospital emergency room challenges around access to behavioral health 24/7 in-patient services. Along with DMC emergency room staff, participants included Kaiser Medical Center, Memorial Medical Center, Emanuel Medical Center, and Oak Valley Hospital, along with the County’s Health Services Agency and the Sheriff.

The **24/7 Secure Mental Health Services Strategic Plan** was approved by the Board of Supervisors on November 13, 2012 and identified three main goals:

- Develop recommendations for increased capacity to provide in-patient 24/7 care, including but not limited to, options that will provide less costly alternatives when appropriate;
- Assess opportunities for creating a community crisis stabilization service to avoid hospitalization when possible; and
- Develop aftercare strategies as an element of a behavioral health continuum of care around in-patient services.

On January 29, 2013, the Board of Supervisors approved the implementation of a Discharge Team as part of the Mental Health Services Act (MHSA) Plan Update. This aftercare strategy, focused on ensuring follow up with all County clients post-discharge from DBHC, has been fully operational since March 2013 with excellent outcomes.

The County Psychiatric Health Facility (PHF) was opened on March 1, 2014 providing 16 beds for the treatment of County clients in crisis. The PHF was designated as an Welfare and Institutions Code 5150 site and since its opening has remained full most

the time. The PHF project has made the highest and best use of an existing residential facility at the County's Recovery Center.

The Board of Supervisors also took further action to enhance the Strategic Plan including the approval to relocate the Crisis Intervention Program (CIP) and Crisis Emergency Response Team (CERT) to the Recovery Center Site on an interim basis until a Crisis Stabilization Unit (CSU) could be constructed. The CIP/CERT team is adjacent to the PHF site and allows County clients to be diverted from hospitalization beds by being a central intake for the PHF and by providing a lower level of care treatment services.

On June 17, 2014, the Board of Supervisors approved an expansion of the Discharge Team to follow up with County clients post-discharge from the PHF. The last step in the 24/7 Mental Health Services Strategic Plan is to create a CSU that further enhances the County's treatment options, including lower level of care options with safe, secure and rehabilitative services to avoid hospitalization, when appropriate.

Crisis Stabilization Unit Project

Creation of a Crisis Stabilization Unit (CSU) will have the ability to allow the County to provide the appropriate level of care for individuals in crisis and thereby reducing the probability of hospitalizations. The CSU facility is proposed to be located within an existing wing of the Stanislaus Recovery Center at 1904 Richland Avenue, Ceres adjacent to the PHF and CIP/CERT Modular Facility. With the opening of the CSU there will no longer be a direct need for CIP and almost all of the modular facility functions will be relocated within the CSU. The CSU will provide short duration clinical treatment, including the ability to provide disbursement of medications, where clients can be stabilized in a safe and secure environment.

Chief Executive Office, Capital Projects and BHRS staff have coordinated with a pre-design consultant to perform initial investigative, programming and preliminary schematic design work for the CSU. The renovation of the existing facility will entail demolition of interior walls and finishes to create a new CSU with eight new interview rooms, client reception, client waiting and client treatment rooms and secure staff area within 3,776 square feet. The existing facility will be renovated to accommodate the flow of County clients experiencing mental health crisis and to pair that client with the appropriate level of care. Clients, after an evaluation and stabilization process, may be admitted to the PHF to undergo further psychiatric evaluation and counseling services, when appropriate. The Project Manager is seeking to contract with Pires, Lipomi & Navarro Architectural Corporation to perform the programming, schematic, design development and construction administration phase related architectural and engineering work for the proposed CSU.

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Request for Proposals

On June 17, 2014, the Board of Supervisors authorized the use of Mental Health Services Act (MHSA) funding in the amount of \$158,000 for the design costs of the Crisis Stabilization Unit (CSU). Subsequently, on August 20, 2014, the Project Manager issued a Request for Proposals for Design Services (Architectural and Engineering services) needed to remodel the existing wing of Stanislaus Recovery Center building for future use as a Crisis Stabilization Unit. Two proposals were received on September 24, 2014 from the following highly qualified architectural firms:

- Pires, Lipomi & Navarro Architectural Corporation of Modesto, California
- Wilson Architecture, Inc. of Modesto, California

On September 26, 2014, an Evaluation Team consisting of staff from Chief Executive Office, Capital Projects and Behavioral Health and Recovery Services reviewed submitted proposals based upon submittal requirements, including the experience, organization and qualifications of the firm and individuals proposed, seeking the proposal most advantageous to Stanislaus County. Specific evaluation criteria, as listed in the RFP document, consisted of:

- Respondent's experience in satisfactorily performing similar services or similar projects;
- Type of services needed by the County in light of the nature of the project and budgetary issues;
- Ability of the Respondent to perform the professional services agreement and carry of the services within the time specified, without delay;
- The character, integrity, reputation, judgment, experience, and efficiency of the Respondent;
- Claims experience; and,
- Any other factor deemed relevant, in the County's sole discretion.

The Evaluation Team found that two firms were qualified to perform the work, and subsequently, both firms were invited to participate in Selection Interviews.

Interviews were conducted on October 14, 2014. The Selection Committee from the Project Team conducted extensive interviews and final evaluations with both of the Respondents. The same criterion was used by the Selection Committee as was used by the Evaluation Committee, listed above.

The Selection Interview Committee ranked the firms as follows:

<u>Firm</u>	<u>Rank</u>
Pires, Lipomi & Navarro (PLN) Architectural	1
Wilson Architectural	2

At this time the Project Manager is returning to the Board for approval to award a professional services contract to Pires, Lipomi & Navarro Architectural Corporation (PLN Architects) of Modesto, California. The Project Manager has shared the recommendation for the PLN Architects design team with all the respondents to the Request for Proposals process and expressed the County's appreciation for their interest and proposals. All notices pursuant to the Protest period in the RFP have passed with no protests filed.

Next Recommended Actions

The next critical steps for the project recommend that the Board of Supervisors approve the following key actions that will ensure the project proceeds:

Authorize the Project Manager to execute a contract for professional architectural design services for the development of plans and specifications for the Crisis Stabilization Unit (CSU) at 1904 Richland Avenue, Ceres, California to Pires, Lipomi & Navarro Architectural Corporation of Modesto, California for the lump sum amount not to exceed \$91,100.

Pires, Lipomi & Navarro Architectural Corporation (PLN Architects) is well regarded for designing healthcare related facilities throughout our region. Their qualifications and experience will assist the County is remodeled the existing wing of the Stanislaus Recovery Center into a Crisis Stabilization Unit (CSU) that is safe and secure while providing for the rehabilitative needs of County clients.

As the front door to inpatient psychiatric services for County clients, the CSU will be a vital component of the 24/7 Mental Health Services Strategic Plan to assist the County in managing the psychiatric needs of our community. The Project Manager will issue a notice to proceed to PLN Architects upon Board of Supervisors approval. The schedule is intensive to meet the critical need of Behavioral Health and Recovery Services in providing psychiatric services to our community.

Authorize the Project Manager to issue a Request for Statement of Qualifications (RFSOQ) to prequalify contractors for the project for future consideration and award of a construction contract by the Board of Supervisors.

Staff will issue a Request for Statement of Qualifications (RFSOQ) to prequalify general contractors experienced in the remodeling of facilities for the Crisis Stabilization Unit.

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The Project Manager will return to the Board of Supervisors in Spring 2015 to recommend a list of pre-qualified general contractors to bid the project.

Schedule

The design phase of the CSU project is anticipated to be completed in Spring 2015. Construction documents are expected to be completed by Spring 2015 and will be presented to the Board along with a recommended list of pre-qualified construction contractors. Staff anticipates returning to the Board to award the construction project shortly thereafter, with construction completion occurring in Summer 2015.

POLICY ISSUES:

Approval of the recommended actions supports the Board's priorities of A Safe Community, A Healthy Community, and Efficient Delivery of Public Services by ensuring County clients have access to the appropriate level of care as needed with regard to 24/7 secure mental health services.

STAFFING IMPACT:

Existing Capital Projects staff is available and will manage the Crisis Stabilization Unit Project with assistance from Behavioral Health and Recovery Services staff.

CONTACT:

Patricia Hill Thomas, Chief Operations Officer, 209 525-6333.

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	2079	0061141	63640	0000000	000000	000000	00000	2,500		Incr Legal Svc
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	2079	0061141	73537	0000000	000000	000000	00000	5,000		Incr Govt Fund Capital Proj Labor
	2079	0061141	73780	0000000	000000	000000	00000	5,000		Incr Govt Fund Inspection Fees
	2079	0061141	74090	0000000	000000	000000	00000	500		Incr Quick Copy
	2079	0061141	80300	0000000	000000	000000	00000	840,000		Incr Construction Building
	2079	0061141	80355	0000000	000000	000000	00000	5,000		Incr Signage & Graphics
	2079	0061141	80570	0000000	000000	000000	00000	103,100		Incr Design & Construction contingency
	2079	0061141	80610	0000000	000000	000000	00000	25,000		Incr Data & Communication
	2079	0061141	82130	0000000	000000	000000	00000	161,000		Incr Furniture, Fixtures & Equipment
Totals:								1,691,408	452,704	

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

Explanation: Adjust CSU budgeted expenses and revenue to reflect total CSU project budget
FY 2014-15

Requesting Department	CEQ	Data Entry	Auditors Office Only
Dan Wirtz	<i>[Signature]</i>		
Prepared by #####	Supervisor's Approval 10/30/14	Keyed by	Prepared By <i>[Signature]</i>
Date	Date	Date	Approved By 10/29/14 Date

COUNTY OF STANISLAUS

AGREEMENT BETWEEN COUNTY OF STANISLAUS AND PIRES, LIPOMI & NAVARRO ARCHITECTURAL CORPORATION

This Agreement For **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and **Pires, Lipomi & Navarro Architectural Corporation**, whose address is 1720 G Street, Modesto, California 95354 ("Consultant" or "Architect"), on November 4, 2014.

Introduction

WHEREAS, the County has a need for professional services relating to the ARCHITECTURAL DESIGN of the County's CRISIS STABILIZATION UNIT; and

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

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

Terms and Conditions

1. Scope of Work

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

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

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

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

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

2. Compensation

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

Option 1, Program/Schematic Design Option including Preparation of budget estimate and other Basic Services and ODC's:	\$22,775
Option 2, Construction Documents Option including Basic Services and ODC's:	\$40,995
Option 3, Bid Option including Basic Services and ODC's:	\$9,110
Option 4, Construction Administration Option including Basic Services and ODC's:	\$18,220
TOTAL ALL FOUR PHASES	<u>\$91,100</u>

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

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

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

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

3. Term

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

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

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

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

3.3 Termination by County: The County may terminate this agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

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

4. Representatives.

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

5. Required Licenses, Certificates and Permits.

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

6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to

provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. **Insurance**

7.1 **Coverage:** Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 **General Liability.** Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of **no less than One Million Dollars (\$1,000,000) per incident or occurrence.** If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 **Professional Liability Insurance.** Professional errors and omissions (malpractice) liability insurance with limits of **no less than One Million Dollars (\$1,000,000) aggregate.** Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 **Automobile Liability Insurance.** If the Consultant or the Consultant's Board, officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of **no less than One Million Dollars (\$1,000,000) per incident or occurrence.**

7.1.4 **Workers' Compensation Insurance.** Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 **Deductibles:** Any deductibles, self-insured retention's or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retention's or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retention's, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 **Additional Insureds:** The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming Stanislaus County, its officers, directors, officials, Board members, agents, employees, and volunteers as

additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against Stanislaus County, its officers, directors, officials, agents, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by Stanislaus County, its officers, directors, officials, agents, employees, and volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

7.5 Failure to Comply with Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its Board, officers, officials and employees.

7.6 Insurance Shall Apply Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 30 Day Notice of Cancellation: Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Rating of Insurance Company: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; except as otherwise expressly approved by the County.

7.9 Subconsultant Insurance: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

7.10 Certificates Of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 Limits of Liability: The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

8. Indemnification

8.1 Indemnification: To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Architect shall defend, indemnify and hold harmless Owner and its Supervisors, officers, agents, departments, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of 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 Architect, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

8.2 Duty to Defend: 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.

8.3 Owner shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify 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 Architect as an additional insured on its Comprehensive General Liability insurance coverage. If the Architect has the opportunity to review the construction contract prior to bidding, the risk of an inadvertent omission of such provisions is on Architect.

8.4 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.

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

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

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

9. Status of Consultant

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

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

9.3 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 County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

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

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

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

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

10. Records and Audit

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

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

11. Nondiscrimination

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

12. Assignment

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

13. Waiver of Default

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

14. Notice

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

To County: County of Stanislaus
Chief Executive Office-Capital Projects
1010 10th Street, Suite 6800
Modesto, CA 95354
(209) 525-4380 (phone)
(209) 525-4384 (fax)

To Consultant: Pires, Lipomi & Navarro Architectural Corporation
1720 G Street
Modesto, California 95354
(209) 522-8900

15. Conflicts

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

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

17. Severability

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

18. Amendment

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

19. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of

any parties, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. Construction

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

21. Governing Law and Venue

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

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

COUNTY OF STANISLAUS By: <u>Patricia Hill Thomas</u> "County" Patricia Hill Thomas	PIRES, LIPOMI & NAVARRO ARCHITECTURAL CORPORATION By: <u>[Signature]</u> "Consultant"
APPROVED AS TO FORM: By: <u>[Signature]</u> County Counsel	

APPENDIX A
SCOPE OF WORK

1. THE PROJECT DESCRIPTION

Stanislaus County, as part of its adopted Strategic Plan for 24/7 secure mental health services and the Mental Health Services Act (MHSA) Three-Year Program and Expenditure Plan, seeks to remodel a wing of an existing County-owned health facility located at 1904 Richland Avenue, Ceres, California 95307. Stanislaus County is proposing to create a new Crisis Stabilization Unit (CSU) that will be located adjacent to the County's newly constructed Psychiatric Health Facility (PHF) at the Stanislaus Recovery Center. The CSU will provide a calming, home-like atmosphere to County clients in crisis. The proposed County-owned space is an existing, vacant wing of the County's Substance Use treatment facility for individuals with substance use or co-occurring mental health and substance use disorders. The existing facility will be remodeled to accommodate the needs of the County in providing a separate, safe and secure facility for persons in crisis.

The CSU will serve as a short duration clinical treatment space with eight interview rooms, client reception, client waiting, client treatment rooms, medications disbursement area and secure staff area within an approximate 3,776 square feet of existing area. The CSU will serve as the County's "front door" effort to avoid psychiatric inpatient hospitalization and will serve as the central intake location for County clients experiencing mental health crises. Individuals held under an involuntary psychiatric hold, as more fully defined under the Welfare and Institution's Code (WIC) 5150, will be provided mental health services in 24/7 clinical treatment space. Law enforcement will need to have vehicular and individual access to the facility in a safe and efficient manner for the successful transfer of County clients to the WIC 5150 designated site.

Consistent with California Code of Regulations, Title 9, "Crisis Stabilization" means a service lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral services and therapy. Stanislaus County has a need for a Crisis Stabilization Unit that is Medicare/Medicaid compliant and shall be designed as follows:

1. The facility will be certified by the Department of Health Care Services. The facility is not regulated by OSHPD.
2. The facility will be in compliance with all related statutes and regulations enforced by the State Department of Health Care Services, including regulations contained California Code of Regulations, Title 9, Section 1840.338.

The preliminary estimated Probable Cost of Construction is \$840,000, not including change order contingency or furniture, fixtures and equipment. The Cost of Construction includes the cost of installing an emergency power generator system for both the CSU and adjacent Psychiatric Health Facility (PHF).

The existing facility will be remodeled to meet State Department of Health Care Services certification requirements. The existing building's structural system shall be evaluated to meet current code requirements. OSHPD review and approval is not required for this facility. The Project will also include an emergency power generator system that serves the Crisis Stabilization Unit (CSU) and adjacent Psychiatric Health Facility (PHF).

The existing wing of the facility currently under consideration for evaluation has potable water, domestic sewer, power, fire sprinkler system, roads, parking, and landscaping. Site infrastructure will only be

expanded as necessary to serve the new remodel, including the evaluation for a law enforcement drop-off area. An evaluation of ADA on-site access requirements is necessary.

Consistent with the previously developed Pre-Architectural Program and Floor plan, the remodel shall include the following requirements for the new CSU facility:

1. Client reception with reception counter and client waiting
2. County "Warm Line" support staff area
3. Eight client interview rooms
4. Crisis Stabilization Unit with client treatment rooms
5. Secure medications disbursement/pharmacy area
6. Restrooms, showers, and storage lockers
7. Offices for: Crisis Emergency Response Team (CERT) staff (24 hour operations, 3 staff shifts, approximately 4-5 staff)
8. Staff support components: break room, men's and women's restrooms
9. Storerooms for: cleaning supplies, hygiene, food, patient records, patient personal items, miscellaneous
10. Evaluate existing HVAC system – the existing ductwork may need to be modified to meet applicable code requirements. Rooftop HVAC system evaluation for potential system modification, repair or replacement
11. Evaluation of roofing system
12. A new security electronics and monitoring system
13. Other miscellaneous items as required to comply with codes

**County staffing need is subject to change, Consultant to verify through programming/schematic design phase Option 1 of the Agreement.

2. SCHEDULE OF SERVICE, AND SCHEDULING

2.1 Schedule

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

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

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

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

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

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

2.1.4 Prior to commencement of the Program 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.)

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

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

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

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

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

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

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

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

2.1.7.3 Project scheduling;

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

2.1.7.5 Construction schedules.

2.2 Program/Schematic Design, Option 1: The Architect shall complete the Schematic Design phase within 30 calendar days after receipt of County's written authorization to proceed with this option. The time for completion is exclusive of time for review by County and State unless otherwise agreed to by the County.

2.3 Construction Documents Phase, Option 2: The Architect shall complete the Construction Documents Phase within 60 calendar days after receipt of County's written authorization to proceed with Construction Documents Phase, exclusive of time for reviews by County unless otherwise agreed to by the County.

2.4 Bid Phase, Option 3: The Architect shall complete the tasks required under the Bid Phase within 30 calendar days after receipt of County's written authorization to proceed unless otherwise agreed to by the County.

2.5 Construction Administration Phase, Option 4: The Architect shall provide services during the Construction Administration Phase, initiating at the Pre-construction Conference, for a period of 180 calendar days through completion and acceptance of the project by the County Board of Supervisors (unless construction delays are the result of the bid documents as provided by the Architect). Should the time for construction exceed 6 months, the Architect's services beyond that time will be compensated for under the Additional Services Clause of this contract if the delay is through no fault of the Architect.

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

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

3. CONSTRUCTION BUDGET

3.1 Construction Budget: The budget, which is subject to revision by the County during the Schematic Design Option, is based on the preliminary conceptual estimate developed by the County or the revised estimate developed as part of the final scope from Option 1, the Programming/Schematic Design Option, of this contract.

3.1.1 The total construction budget (excluding hazardous materials abatement, FF&E, and contingencies), estimated to the midpoint of construction, is Eight Hundred Forty Thousand dollars (\$840,000).

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 of budget increase above the 5%.

4. DEFINITIONS

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

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

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

Alternate: See Bid Item below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Owner: Stanislaus County.

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

Other Direct Costs: Other direct costs are costs other than the Basic Services labor, overhead, and profit (but included in the total fee). They are expenses made by the Architect and the

Architect's consultants. These expenses shall include computer plots, blueprinting and reproduction, and other general office expenses, etc., required for the completion of the work specified in this contract. Note: Does not include blueprinting for bidding, which is paid by the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. BASIC ARCHITECTURAL SERVICES OF ARCHITECT

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

5.1.1 Consult as necessary with authorized employees, agencies, and/or representatives of County, including the Project/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 the Principal-in-Charge, Project Manager, and Project Architect for approval who shall, so long as their performance continues to be acceptable to the County, remain in charge of the services for the Project from beginning of Programming through completion of services provided for in this agreement.

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

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

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

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

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

5.2 Criteria

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

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

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

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

5.3 Scope

5.3.1 Basic Services shall include all the services and activities specified below in Program Phase, Schematic Design 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 Program/Schematic Design Option 1:

5.6.1 Program: Under separate contract, an Architectural Services Consultant, in consultation with the County, developed a pre-architectural program report and conceptual floorplan of the space requirements for the Project to be located in a modular facility at the Stanislaus Recovery Center (SRC). The Architectural Services Consultant reviewed the available data, space, and equipment, and incorporated it into the pre-architectural Program that will need to be amended by

the Architect for use in the existing wing of the new permanent facility. The Architect in this phase shall verify the Program components, clarify and amend as necessary for the Project. The Schematic Design Studies shall incorporate the program requirements. Architect will prepare objectives, a conceptual design and construction estimates for the Project.

5.6.2 Schematic Design: The Architect shall complete schematic design based on the scope, Exhibit A, including adjustments authorized by the County, the Architect shall prepare the following:

5.6.2.1 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.

5.6.2.2 Meetings:

5.6.2.2.1 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.

5.6.2.2.2 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.

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

5.6.2.3 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.

5.6.2.4 Value Engineering:

5.6.2.4.1 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.

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

5.6.2.5 Site Visit and Investigations

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

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

5.6.2.5.3 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.

5.6.2.6 Recommendations on Required Additional Information

5.6.2.6.1 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.

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

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

5.6.2.7 Deliverables

5.6.2.7.1 County Approval: The completed Schematic Design drawings, specifications, probable cost estimate, and other documents will be presented to the County for written approval which would include review by the State.

5.6.2.7.2 The Architect shall provide for State and 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 Construction Document Phase.
- f. Written concurrence that design for the Project can be developed within the County's budget.

5.6.2.8 Final Submittal: For the Final Submittal, the Architect will allow four (4) weeks for the State and 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.

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

5.6.2.8.2 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.

5.6.2.8.3 Estimate of Construction Costs and Schedule.

5.6.2.8.4 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.

5.7 Construction Documents Phase, Option 2:

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

5.7.1 Based upon approved Schematic Design Documents and any further adjustments in the scope and quality of the Project or in the Project budget authorized by County, the Architect shall prepare, for approval by County, Contract Documents consisting of drawings, general conditions, and technical specifications setting forth in detail the requirements for the construction of the Project. Such documents shall be full, complete and accurate within code requirements and the

Standards of Care, giving such information as will enable a competent builder to carry them out. The specifications based on CSI Format shall note the detailed specifications of all specified items so that "or equal;" proposal characteristics can be reviewed and measured. The County will prepare the bidding requirements, General Conditions, Special Conditions, and Division 1 documents.

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

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

5.7.4 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.

5.7.5 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.

5.7.6 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.

5.7.7 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 reproducibles and one copy with addendum items included for progress prints each month and/or review meeting.

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

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

5.7.10 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.

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

5.7.11.1 Will be constructible, workable and biddable;

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

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

5.7.12 Deliverables:

5.7.12.1 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.

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

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

5.7.12.4 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.

5.7.12.5 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.

5.7.12.6 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.

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

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

5.7.12.9 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%.

5.7.13 95% and 100% Final Submittal:

5.7.13.1 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.

5.7.13.2 100% 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.

5.7.13.3 Presentation to the Board of Supervisors for approval.

5.7.13.4 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.

5.7.13.5 Provide the final estimate as necessary.

5.8 Bidding Phase, Option 3:

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:

5.8.1 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.

5.8.2 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.

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

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

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

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

5.8.7 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.

5.8.8 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.

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

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

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

5.8.12 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:

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

5.8.12.2 Reject all bids and rebid the contract.

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

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

5.8.13 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.

5.9 Construction Phase, Option 4:

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:

5.9.1 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.

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

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

5.9.4 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.

5.9.5 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.

5.9.5.1 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.

5.9.5.2 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.

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

5.9.6 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.

5.9.6.1 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.

5.9.6.2 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.

5.9.7 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).

5.9.8 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 as been delegated responsibility to make technical decisions and approvals on site.

5.9.8.1 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.

5.9.9 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.

5.9.10 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.

5.9.10.1 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.

5.9.11 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.

5.9.12 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.

5.9.13 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.

5.9.14 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.

5.9.14.1 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.

5.9.15 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.

5.9.16 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.

5.9.17 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.

5.9.18 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.

5.9.19 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.

5.9.20 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.

5.9.21 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 Architect must also provide bid alternates in the construction documents as a fail-safe to keep the final construction cost within the budget. If bid day costs exceed the approved budget then Architect shall redesign the Project to ensure its constructability within the approved construction budget at no additional cost to the County.

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

6.4 Value Engineering: The County or its 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 Schematic Design Phase. After the Schematic Design 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 Schematic Design Phase: At any time after County approval of the Schematic Design 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 Schematic Design Option. Note: As set forth in Paragraph 4, 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 program and to include in the Contract Documents alternate bids to adjust the bid cost to maintain the County-approved construction budget.

7. THE COUNTY'S RESPONSIBILITIES:

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

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

7.2 Testing: The County, upon request and without cost to the Architect, shall furnish such tests 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 Schematic Design Phase (except as otherwise specified herein) which incur cost to the Architect

as the result of action by the County which are not otherwise the Architect's responsibility pursuant to this agreement.

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

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

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

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

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

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

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

APPENDIX B
SCHEDULE

Board of Supervisors award of A/E contract	11/4/2014
A/E Notice to Proceed	11/5/2014
Program Verification – Schematic Design DUE	12/5/2014
Approval of Schematic Design Documents	12/9/2014
Construction Documents DUE	2/18/2015
Board approval of Construction Documents	2/24/2015
Issue Invitation to Bid	2/25/2015
Pre-Bid Conference	3/13/2015
Construction bids DUE	4/1/2015
Board award of construction contract	3/31/2015
Construction Notice to Proceed	4/14/2015
Construction substantial completion	7/3/2015
Board approval of construction completion	7/14/2015
Transition and occupancy	7/20/2015