

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

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA# *B-4

Urgent _____ Routine _____

AGENDA DATE July 27, 2004

CEO Concurs with Recommendation YES 4 NO _____
(Information Attached)

4/5 Vote Required YES _____ NO ✓

SUBJECT: APPROVAL TO AWARD ARCHITECTURAL/ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES TO GROSSMANN DESIGN GROUP FOR THE REMODEL OF NICK W. BLOM SALIDA REGIONAL LIBRARY PHASE II LOCATED IN SALIDA, CA; AND RELATED ITEMS.

STAFF RECOMMENDATIONS:

1. APPROVAL TO AWARD A CONTRACT TO GROSSMANN DESIGN GROUP FOR \$56,050.00 TO PROVIDE ALL SERVICES INCIDENT TO THE DESIGN AND ADMINISTRATION OF REMODELING THE NICK W. BLOM SALIDA REGIONAL LIBRARY IN SALIDA, CA.
2. AUTHORIZE THE PROJECT MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE BOARD, AND TO ISSUE THE NOTICE TO PROCEED UPON APPROVAL OF INSURANCE. (CONTINUED - PAGE 2)

FISCAL IMPACT:

The Board of Supervisors adopted the Library Facilities Master Plan in 2001, which recommends the construction of the Nick W. Blom Salida Regional Library and improvements throughout the full library system. As a part of that master plan, the Board approved the purchase of the 56,000 square-foot former Breuner's furniture building at 3825 Sisk Road to be remodeled into the new Nick W. Blom Salida Regional Library and community facility. (CONTINUED - PAGE 2)

BOARD ACTION AS FOLLOWS:

No. 2004-561

On motion of Supervisor Simon, Seconded by Supervisor Paul
and approved by the following vote,
Ayes: Supervisors: Paul, Mayfield, Grover, Simon, and Chairman Caruso
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:


CHRISTINE FERRARO TALLMAN, Clerk

APPROVAL TO AWARD ARCHITECTURAL/ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES TO GROSSMANN DESIGN GROUP FOR THE REMODEL OF NICK W. BLOM SALIDA REGIONAL LIBRARY PHASE II LOCATED AT SALIDA, CA; AND RELATED ITEMS

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STAFF RECOMMENDATIONS CONTINUED:

3. AUTHORIZE THE PROJECT MANAGER TO NEGOTIATE AND SIGN OTHER AGREEMENTS AND WORK AUTHORIZATIONS NECESSARY TO MANAGE THE PROJECT AS LONG AS THE COST IS WITHIN THE PROJECT BUDGET.
4. APPROVE THE ATTACHED PROJECT SCHEDULE.
5. APPROVE THE ATTACHED PROJECT BUDGET.

FISCAL IMPACT CONTINUED:

The operating costs for the library expansion are heavily dependent on the growth of the dedicated 1/8th cent library sales tax, which has slowed down in its rate of growth, as have other sales tax revenues. Initially, the expanded library operations in Salida will be funded out of the library's existing resources. A plan for phased-in library operations is currently being developed to provide basic library services initially, and to allow for expanded hours and services as growth in the service base and funding materializes.

On September 18, 2001, the Board approved \$2,350,000 for renovation of the former Breuner's building, which included \$1,778,285 for reconstruction. The low bid from the McDonald Glenn Company for reconstruction was \$1,600,554.

The cost of the building acquisition and its remodeling, approximately \$6,600,000, will be financed for a 20 year period. Debt service payments will be funded through a combination of Public Facility Fees and County financing (2004 Certificates of Participation Series B).

The cost of improvements, furniture, fixtures and equipment for the Nick W. Blom Salida Regional Library in 2002-2003 is expected to be \$1,165,150. These costs were funded from Public Facility Fees. Operational costs of the Nick W. Blom Salida Regional Library (staff salaries, utilities, janitorial) in 2002-2003 are expected to be \$295,223. These operational costs were funded from Library fund balance. The total 2002-2003 cost of occupying and operating the Nick W. Blom Salida Regional Library is expected to be \$1,461,373.

To operate the Nick W. Blom Salida Regional Library in subsequent fiscal years, it is estimated operational costs to keep the library open 40 hours per week will be \$539,360. Projections indicate the library's fund balance will be able to absorb these costs until 2006. While library revenues are expected to increase over this period, if revenues do not increase sufficiently General Fund support of the library system may need to be increased.

APPROVAL TO AWARD ARCHITECTURAL/ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES TO GROSSMANN DESIGN GROUP FOR THE REMODEL OF NICK W. BLOM SALIDA REGIONAL LIBRARY PHASE II LOCATED AT SALIDA, CA; AND RELATED ITEMS

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DISCUSSION:

On July 10, 2001, the Board of Supervisors approved the Library Facilities Master Plan. As part of that action, the Board authorized the Chief Executive Officer to negotiate and execute a real property agreement for the purchase of property in Salida to house a regional library. The Salida area was identified as having the greatest unmet need for library services in Stanislaus County, due in part to the substantial growth of the northwest area of the County along the Highway 99 corridor. An existing branch library of 850 square feet, with a maximum occupancy of 10 persons, is a leased facility in Salida; it is inadequate to meet present needs. The Library Facilities Master Plan recommended development of a Regional Library in the Salida area as the highest priority. The public and members of the Salida Municipal Advisory Council (MAC) in attendance at a community forum were overwhelmingly supportive of this project.

The retail furniture showroom facility (Breuner's building) on Sisk Road, adjacent to Broadway Avenue in Salida, was available and presented a unique opportunity to create the County's first regional library facility envisioned in the Library Master Plan. When completed, the building will contain a 56,146 square-foot library space, and a 5,000 square-foot community center meeting facility. Additionally, the Salida facility could accommodate the Library Technical Services Unit presently located at the Main Library at 1500 I Street in Modesto. (Technical Services provides book processing, shipping, receiving, mending, and other "behind-the-scenes" support of the entire library branch network.) Relocation of the Technical Services Unit out of the Modesto Main Library will free up approximately 15,000 square feet for expanded public services at the Main Library. The Salida "community center" space is intended to provide multiple purpose assembly facilities for the general public. No such facilities currently exist in the Salida area. On September 18, 2001, the Board of Supervisors approved the purchase of the Breuner's building and its renovations.

On June 25, 2002, the Board of Supervisors approved the bid documents and authorized staff to proceed with the procurement for bids for the reconstruction for the Nick W. Blom Salida Regional Library. The bid date was set for July 31, 2002. After review and evaluation, the review team recommended to award the contract, based on the base bid, to the McDonald Glenn Company of Manteca in the amount of \$1,600,554.

The remodel project was completed and the Nick W. Blom Salida Regional Library was opened to the public on April 29, 2003.

As a cost saving measure in the initial remodel project, several "non-essential" features of the remodel were deferred to a future "second phase" remodel project. These include renovation of one set of existing restrooms and a staff break room; addition of a lobby coffee/snack vendor area; upgrading of the site landscaping and irrigation system; seal coating and re-stripping of the parking lot and replacement of the roof. Other minor improvements will include relocation of selected light control switches; modification of the lighting controls in the community meeting

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room to allow for an improved multi-media presentation capability; addition of focused lighting in two areas of the main library room; and relocation of a sanitary sewer line.

The total estimated cost of the proposed work is \$770,496 as approved by the Board of Supervisors on May 4, 2004. This project will be funded using a portion of the budgeted allowance for improvement remaining from the original remodeling project.

POLICY ISSUES:

Authorization for staff to proceed with the proposed second phase remodel for the Nick W. Blom Salida Regional Library is consistent with the Board of Supervisors' direction toward implementation of the Library Master Plan recommendations; and the Board's goals and priorities to ensure a safe and healthy community, promote efficient government operations, and model community leadership.

STAFFING IMPACTS:

Chief Executive Office Capital Projects Division staff as well as staff from departments included in the project will continue to comprise the Project Team.

26APR04

CAPITAL PROJECTS
Salida Library Phase 2

| Activity Description | Early Start | Early Finish | 2003 | | | | | | | | | | | | 2004 | | | | | | | | | | | | 2005 | | | | | | | | | | | |
|--|-------------|--------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|--|--|--|--|--|--|--|--|--|--|--|
| | | | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Salida Library Phase 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Architect's Contract | 05MAY04 | 22JUL04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare RFP For Architectural Services | 05MAY04 | 25MAY04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Advertise For Architectural Services | 26MAY04 | 15JUN04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Review & Shortlist Architects | 16JUN04 | 22JUN04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Select Architect | 23JUN04 | 24JUN04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Negotiate Contract For Arch Services | 25JUN04 | 15JUL04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Process and Sign Architect's Contract | 16JUL04 | 22JUL04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Complete Scope Of Project, Cost Model, & Budget | 07JUL03A | 08AUG03A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| County And User Review | 11AUG03A | 22AUG03A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare Board Agenda Item | 25AUG03A | 29APR04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Board Approval Of Project | 30APR04 | 04MAY04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prelim Design & Roof Replacement Bid Document | 23JUL04 | 02SEP04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Draft Prelim Design & Roof Replacement Design | 23JUL04 | 19AUG04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Compl Prelim Design & Roof Replacement Bid Docs | 27AUG04 | 02SEP04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Archi Estimate Of Prelim Design & Roof Replace | 20AUG04 | 26AUG04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cap Projects Est Of Prelim Design & Roof Bid Doc | 20AUG04 | 26AUG04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| User Review Of Prelim Design & Roof Replacement | 20AUG04 | 26AUG04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Other Reviews Prelim Design & Roof Replacement | 20AUG04 | 26AUG04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



0226 Sheet 1 of 2

CAPITAL PROJECTS

CAPITAL PROJECTS MASTER SCHEDULE

Capital Projects Schedule Layout

| Date | Revision | Checked | Approved |
|------|----------|---------|----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

August 15, 2003

Slaida Library Phase 2
Phase 2 Improvements

| | | DESCRIPTION | BUDGET |
|-------|------|---|------------|
| | 1000 | DESIGNERS & CONSULTANTS | |
| 64220 | 1 | Arch & Engr Fees | \$ 58,410 |
| 63430 | 2 | Other Design Consultants (Acoustics, Lighting, etc | 6,490 |
| 63120 | 3 | Programming | \$ - |
| 63000 | 4 | Professional & Special Services | \$ - |
| 63256 | 4 | Contracts - Consultants | \$ - |
| 63400 | 4 | Engineering Services | \$ - |
| 66020 | 5 | Environmental Impact Reports | \$ - |
| 64150 | 6 | Code Required Testing Firms | 11,800 |
| 64600 | 7 | Construction Manager | \$ 19,376 |
| 64210 | 8 | Inspectors | 7,266 |
| 64631 | 9 | Geotechnical Services | - |
| 64720 | 10 | Consulting Services | - |
| 80315 | 11 | Surveys | \$ - |
| | | Subtotal Design & Consultant | \$ 103,342 |
| | 2000 | CONSTRUCTION & EQUIPMENT | |
| 67200 | 01. | Infrastructure (Streets & Traffic, Utility Service) | \$ - |
| 67230 | 02. | Utility Connections (Fees Charged by Utility Companies) | \$ - |
| 80020 | 03. | Site Clearing & Preparation | \$ - |
| 80300 | 04. | Construction | \$ 590,000 |
| 80310 | 05. | Construction | \$ - |
| 80311 | 06. | On Site Improvements | \$ - |
| 80312 | 07. | Sitework | \$ - |
| 80355 | 08. | Signage & Graphics | \$ - |
| 80570 | 09. | Design & Construction Contingency | \$ 59,000 |
| 80610 | 10. | Data & Communication | \$ - |
| 80670 | 11. | Art In Public Places | \$ - |
| 81000 | 12. | Equipment | \$ - |
| 82130 | 13. | Furniture, Fixtures, & Equip | \$ - |
| 82130 | 14. | Office Equipment | \$ - |
| 82570 | 15. | Computer Equipment | \$ - |
| 83990 | 16. | Alarm / Security Systems | \$ - |
| 84191 | 17. | Fences | \$ - |
| | | Subtotal Constr & Equipment | \$ 649,000 |
| | 3000 | PERMITS & FEES | |
| 66210 | 1 | Building Permits | \$ 2,500 |
| 62400 | 2 | Misc Expenses | \$ 150 |
| 62600 | 3 | Office Supplies | \$ 50 |
| 62630 | 4 | Outside Printing Services | \$ 2,500 |
| 62730 | 5 | Postage | \$ - |
| 63090 | 6 | Accounting, & Finance | \$ - |
| 63110 | 6 | Outside Auditing | \$ - |
| 63500 | 7 | Security Services | \$ - |
| 63640 | 8 | Legal Fees | \$ - |
| 64200 | 9 | Moving / Relocation Expenses | \$ - |
| 65000 | 10 | Publications & Legal Notices | \$ 1,000 |
| 65300 | 10 | Rents & Leases | \$ - |

August 15, 2003

Slaida Library Phase 2
Phase 2 Improvements

| | | DESCRIPTION | BUDGET |
|-------|-----|-------------------------------------|-------------------|
| 65920 | 10 | Meeting Allowance | \$ - |
| 67040 | 10 | Other Travel Expenses | \$ - |
| 62400 | 11 | Owner Contingency | \$ 10,954 |
| 73511 | 12 | Govt Fund Bill Auditor | \$ 500 |
| 73512 | 13 | Govt Fund Bill Purchasing | \$ 500 |
| 73580 | 14 | PW Engineering Services | \$ - |
| 74020 | 15 | Long Distance Calls | \$ - |
| 74030 | 16 | Non Systems Charges | \$ - |
| 74080 | 17 | Central Services Printing | \$ - |
| 74090 | 18 | Quick Copy Services | \$ - |
| 74100 | 19 | Mail Room Postage Meter | \$ - |
| 74110 | 20 | Mail Room Services | \$ - |
| 74130 | 21 | Data Processing Services | \$ - |
| 74190 | 22 | Pickup & Delivery | \$ - |
| 74370 | 23 | Stores Office Supplies | \$ - |
| 74790 | 24 | Centrex Calls Costing | \$ - |
| | | Subtotal Permits & Fees | \$ 18,154 |
| | | LAND ACQUISITION | |
| | 01. | Site Selection | \$ - |
| | 02. | Real Estate Assessment & Legal Fees | \$ - |
| 80315 | 03. | Surveys & Investigations | \$ - |
| 80000 | 04. | Land Costs | \$ - |
| 64100 | 05. | Abatement & Demo Consultant | \$ - |
| 66040 | 06. | Abatement & Demolition | \$ - |
| | | Subtotal Land Acquisition | \$ - |
| | | TOTAL EXPENDITURES | \$ 770,496 |

Interior Improvements

| | |
|---|-----------|
| Improve Restrooms | \$ 50,000 |
| Replace Wallcoverings in Break Room | \$ 1,500 |
| Repair VCT Floor Covering | \$ 1,000 |
| Carpet Acquisitions Room | \$ 2,500 |
| VCT Floor Coverings in Non Finished Rooms | \$ 50,000 |
| Replace Finishes In Childrens Staff & Break Rooms | \$ 15,000 |
| Repair/Replace Hanfrail To Mezzanine | \$ - |
| Complete Café Space | \$ 50,000 |
| Build Out Tenant Spaces | \$ 75,000 |

Exterior Improvements

| | |
|---|------------|
| Repair Exterior Drainage System | \$ 35,000 |
| Patch Asphalt, Seal Coat & Restripe Parking Lot | \$ 35,000 |
| Repair & Refinish Wood Trim and Sunscreens | \$ 50,000 |
| Re Roof the Facility | \$ 150,000 |
| Repair & Replace Landscaping & Irrigation | \$ 75,000 |
| Estimated Probable Cost | \$ 590,000 |

Click Here to Return to Agenda

Stanislaus Capital Projects
825 12th Street, Modesto, CA 95354
Phone: (209) 525-4380 FAX: (209) 525-4385

TRANSMITTAL

TO: John P. Grossmann
Grossmann Design Group
326 Ritch Street
San Francisco, CA 94107

SUBJECT: SALIDA REGIONAL LIBRARY PHASE II

DATE: 8/9/04

We are sending you X *attached* *under separate cover* the following material:

| | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Change Order | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Plans | <input type="checkbox"/> Computer Printout |
| <input type="checkbox"/> Prints | <input type="checkbox"/> Samples | <input type="checkbox"/> Updates |

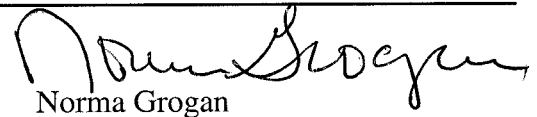
| COPIES | DATE | DESCRIPTION |
|--------|------|--|
| 1 | | Original Fully Executed Contract for the Nick W. Blom Salida Regional Library, Phase II. |

REMARKS:

Note to Board: Approved by the Board on July 27, 2004, in Item B-4

COPIES: Patricia Hill Thomas (Copy)
Liz King, board (Original + Copy)
Jim Kwartz, Auditor (Copy + Contract Cover Sheet & Original Contract for Purchasing File AF 2.1.1 (500)
File EF 11.2

SIGNED:


Norma Grogan

PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF STANISLAUS

and

GROSSMANN DESIGN GROUP

for

**ARCHITECTURAL/ENGINEERING and RELATED
PROFESSIONAL DESIGN SERVICES**

for

**REMODEL NICK W. BLOM SALIDA REGIONAL LIBRARY
PHASE II**

This Agreement ("Agreement") is made and entered into on July 27, 2004, by and between the County of Stanislaus, located at 1010 Tenth Street, Modesto, CA 95354 ("County"), and Grossmann Design Group, located at 326 Ritch Street, San Francisco, CA 94107 ("Architect").

ARTICLE I

1. THE PROJECT DESCRIPTION

The Architect shall provide all services incident to the design and administration of the remodeling of the Nick W. Blom Salida Regional Library in Salida, California. The project consists of Phase II of remodeling the existing building for use by the Library Department, reference Exhibit A, Description of Project.

ARTICLE II

2. THE DESIGNATED PERSONNEL AND CONSULTANTS

The Architect shall provide the following personnel and Architects on the Project.

ARCHITECT'S STAFF

| | |
|----------------------------|-------------------|
| Principal-in-Charge: | John P. Grossmann |
| Architect Project Manager: | John P. Grossmann |
| Project Architect: | Lyudmila Kogan |

Subconsultants: The Architect shall provide the following subconsultants, which shall be approved in advance by the County:

| | |
|----------------------|-------------------------------|
| Mechanical Engineer: | Aurthur L. Zigas & Associates |
| Electrical Engineer: | Cebatos & Associates |
| Civil Engineer: | Wilsey Ham |

ARTICLE III

3. SCHEDULE OF SERVICE, AND SCHEDULING

3.1 Schedule

3.1.1 Architect shall complete or cause to be completed all services required under this Agreement in accordance with the approved Milestone (Master) Schedule, Exhibit B. The start date and all subsequent dates as noted in the Milestone (Master) Schedule, Exhibit B, shall be adjusted as required by the date of the Architect's Notice to Proceed with the Preliminary Design Phase. Because of the need to complete the roof replacement before bad weather, the Architect must prepare an early set of Construction Documents for the replacement of the roof. These documents will be separate from the rest of the documents.

3.1.2 Architect shall prepare, submit, and maintain a design schedule detailing the Architect's scheduled performance of the Work. The schedule shall fit within and coordinate with the overall Milestone Schedule, Exhibit B.

3.1.3 Architect shall adjust and cause its retained Subconsultants to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules.

3.1.4 Revisions to Architect's schedules shall be prepared and submitted when requested by County, but not more frequently than once a month.

3.1.5 Architect shall meet with, make written recommendations to, and coordinate with Project Manager with respect to the following subject matters:

3.1.5.1 Constructability including actual and reasonable constructability in light of County's objective to secure a completed Project with the lowest reasonable construction costs,

3.1.5.2 Project scheduling,

3.1.5.3 Scheduling of Architect's own Work and coordination with work of other consultants,

3.1.5.4 Construction schedules.

3.2 Roof Replacement: The Architect shall complete the bid documents for the replacement of the roof within 30 calendar days of the receipt of County's written authorization to proceed. The time for completion is exclusive of time for review by County unless otherwise agreed to by the County.

- 3.3 Preliminary Design: The Architect shall complete the Preliminary Design phase within 60 calendar days after receipt of County's written authorization to proceed with this phase. The time for completion is exclusive of time for review by County unless otherwise agreed to by the County.
- 3.4 Construction Documents Phase: The Architect shall complete the Construction Documents Phase within 110 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.
- 3.5 Bid Phase: The Architect shall complete the tasks required under the Bid Phase within 35 calendar days after receipt of County's written authorization to proceed unless otherwise agreed to by the County.
- 3.6 Construction Administration Phase: The Architect shall provide services during the Construction Administration Phase, initiating at the Pre-construction Conference, for a period of 150 calendar days through completion and acceptance of the project by the County Board of Supervisors. 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.
- 3.7. 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.

ARTICLE IV

4. CONSTRUCTION BUDGET

- 4.1 Construction Budget: The budget, which is subject to revision by the County during the Preliminary Design Phase, is based on the preliminary conceptual estimate developed by the County or the revised estimate developed as part of the final agreed program from the Program/Preliminary Design Phase, of this contract.
 - 4.1.1 The total construction budget (excluding hazardous materials abatement, and contingencies), estimated to the midpoint of construction, is \$590,000.
 - 4.1.2 The County may, in its sole discretion, add to or reduce from the Program and adjust the total construction budget during the Preliminary Design Phase.
 - 4.1.3 After the Preliminary Design Phase, the budget may be revised only upon written approval of the County.

4.1.4 A construction budget increase, approved at the Preliminary Design Phase, over and above ten percent (10%) will result in a negotiation for a proposed fee increase commensurate with additional A/E services performed.

ARTICLE V

5. COMPENSATION AND METHOD OF PAYMENT

5.1 Total Compensation: The total compensation by the County to the Architect for work performed under this agreement including all labor, other direct costs, and reimbursable expenses shall not exceed Fifty Six Thousand Fifty And No/ 100 (\$56,050), unless amended by the County. The County expressly reserves the right to deny any payment or reimbursement requested by the Architect which is in excess of the contract limit, unless such payment is approved by the County as an Additional Service, as set forth below. The total compensation to the Architect shall not exceed the following for each phase:

| | |
|--|-----------------|
| Option 1, Preliminary Design Phase Basic Services and ODC's: | 16,120 |
| Option 2, Construction Documents Phase Basic Services and ODC's: | 24,180 |
| Option 3, Bid Phase Basic Services and ODC's: | 1,000 |
| Option 4, Construction Administration Phase Basic Services and ODC's: | 14,750 |
| TOTAL NOT TO EXCEED | <u>\$56,050</u> |

5.2 Payment:

5.2.1 For work completed and upon submittal of monthly invoice statements in duplicate, the County shall pay the Architect for services rendered in an amount not to exceed the option totals set forth in Section 5.1, less 10% retention. 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 shall be released upon substantial completion of the Project, or earlier upon approval of the Project Manager.

5.2.2 Invoices shall be submitted for progress payment not more than once each month unless otherwise approved by the County. Progress payments shall be based on the percentage of services completed through the end of the billing period.

5.2.3 When submitting invoices, Architect shall provide an updated schedule. County may adjust any progress payment so that it corresponds with the percentage of completion as determined by County. Adjustment of any progress payment will be reasonably negotiated with Architect.

5.2.4 Architect and/or its Subconsultants shall not provide services to the Construction Contractor or any Subcontractor under separate agreement for any part of this Project.

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

5.4 Authority by County: This agreement shall not be considered as giving exclusive authority to the Architect for performing all services pertaining to the design and/or construction of the project. The County may perform or may not perform, or have this work herein performed by others.

5.5 Approval of Rates: For purposes of changes in services, hourly rates will be submitted for approval for each staff member of the Architect, and the Architect's Subconsultant's with a resume that justifies the level of proposed rates. These rates will apply to base and extra services.

ARTICLE VI

6. 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.

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.

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

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 Article IV.) 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.

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).

Other Direct Cost (ODC's): Other direct costs are costs other than the to Basic Services labor, overhead and profit (but included in the total fee per Article V). They are expenses incurred by the Architect and the Architect's consultants. These expenses shall include computer plots, blueprinting and reproduction, *travel*, and other general office expenses, etc., required for the completion of the work specified in this contract. Does not include blueprinting for bidding.

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. It is synonymous with milestone or master schedule.

ARTICLE VII

7. BASIC ARCHITECTURAL SERVICES OF ARCHITECT

7.1 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:

7.1.1 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.

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

7.1.3 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.

7.1.4 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 designated in Article II 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.

7.1.5 Provide an architectural team consisting of the Principal-in-Charge, Project Manager, and Project Architect (see Designated Personnel Article II). So long as their performance continues to be acceptable to the County, they shall remain in charge of the services for the Project from beginning of Programming through completion of services provided for in this agreement.

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

7.1.7 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, and will not be separately reimbursed.

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

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

7.2 Criteria

7.2.1 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.

7.2.2 Performance specification will be allowed only when necessary to preclude single vendor sources.

7.2.3 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.

7.2.4 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.

7.3 Scope

7.3.1 Basic Services shall include all the services and activities specified below in Preliminary Design Phase, Construction Document Phase, Bidding Phase, and Construction Administration Phase, and warranty work per Section 7.11.16.

7.3.2 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.

7.3.3 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.

7.3.4 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.

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

7.3.6 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.

7.3.7 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.

7.3.8 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.

7.3.9 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.

7.3.10 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.

7.4 Coordination of Architectural and Engineering Subconsultants/Other Consultants.

7.4.1 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.

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

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

7.5 Deliverables: Provide all deliverables required under this contract.

7.6 Preliminary Design Phase:

7.6.1 Preliminary Design: The Architect shall complete preliminary design based on the scope, Exhibit A, including adjustments authorized by the County, the Architect shall prepare the following:

7.6.1.1 Preliminary Design Documents: The Architect will be responsible for preliminary design. Based on the scope and construction budget, the Architect will prepare Preliminary 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, mechanical, structural, and electrical concepts. If requested, the Architect will provide the County a minimum of two (2)

design concept schemes for their review and approval before proceeding with the final schematic design.

7.6.1.2 Meetings:

7.6.1.2.1 Project Kick-Off Meeting: At the beginning of the Preliminary 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.

7.6.1.2.2 Preliminary 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.

7.6.1.3 Estimate: The Architect will prepare a Statement of probable Construction Cost based on the Preliminary 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.

7.6.1.4 Site Visit and Investigations

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

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

7.6.1.4.3 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.

7.6.1.5 Recommendations on Required Additional Information

7.6.1.5.1 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.

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

7.6.1.6 Deliverables

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

7.6.1.6.2 The Architect shall provide for County approval:

- a. One reproducible copy of outline specifications including description of architectural, structural, mechanical, and electrical systems and materials proposed, including performance requirements.
- b. One reproducible copy:
 - 1) Floor plans, with room names, no less than 1/16" = 1'-0" scale, showing gross square footage.
 - 2) A written description of the major systems.
- c. Preliminary project schedules.
- d. Preliminary cost estimates.
- e. Written concurrence that design for the Project can be developed within the County's budget.

7.6.1.7 Final Submittal: The Architect will allow three (3) days for County review and make changes requested by the County and resubmit a single reproducible copy with corrections within 3 days of receipt to final comments or as otherwise approved by the County.

7.6.1.7.1 Presentation to the Board of Supervisors if required.

7.6.1.7.2 Attend document and review meetings as requested by the County.

7.6.1.7.3 Preliminary Estimates of Schedules and Construction Costs.

- a. Prepare preliminary project schedules, one based upon normal construction phasing.

- b. Prepare preliminary estimates of construction cost for each phase option.

7.6.1.7.4 Preliminary Layouts, Sketches and Conceptual Design Criteria

- a. Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.

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

7.7.1 Based upon approved Design Development Documents and any further adjustments in the scope and quality of the Project or in the Project budget authorized by County, the Architect shall prepare, for approval by County, Contract Documents. The documents shall consist of drawings 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.

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

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

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

7.7.5 The Architect in consultation with and upon approval of the County and Construction Manager will plan for at least four (4) bid

alternates in the Construction Documents. The actual number will be confirmed by the County.

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

7.7.7 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.

7.7.8 The Architect shall review and comment on the General Conditions and Division 1 specifications provided by 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.

7.7.9 The Architect shall submit one reproducible copy of all required Contract Documents to County as a package, with all items completed. County will review and return on check set of documents to the Architect with comments within 5 days of receipt.

7.7.10 The Architect shall make changes necessary to comply with County's review comments, and resubmit one (1) reproducible set of corrected documents, along with County's marked-up check set within 5 days of receipt, or as agreed to by the County.

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

7.7.12 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. If the final estimate of probable exceeds the budget, the Architect with concurrence of the County shall make changes necessary to keep the estimate probable cost within budget.

7.7.13 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 reviewed by the Fire Department and the County's Code Reviewers before the Project will be bid. The Architect is responsible for the timely submittal of documents including calculations and timely plan check corrections.

7.7.14 Working drawings shall be prepared using computer aided drafting medium.

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

7.7.16 Provide Construction Document submissions for review and approval as follows: one reproducible set at 90% and one reproducible set at 100%, together with updated final statement of probable construction cost estimates with each submission.

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

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

7.7.19 Provide CADD coordination drawings of major physical elements of final design including but not limited to structure, electrical, mechanical, etc. with all coordinated elements shown in real dimension, with emphasis on vertical risers and transitions. Electrical, mechanical and specified equipment will be laid out in mechanical spaces, utility rooms, etc.

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

- a. Will be constructible, workable and biddable;
- b. Will result in a facility that meets requirements of the County's program and is durable and maintainable if faithfully carried out;
- c. Will not call for the use of hazardous or banned materials.

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

7.8.1 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 Word software. For bidding purposes, the Architect shall provide reproducible drawings and County will reproduce the drawings and the project manual for bidding.

7.8.2 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 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.

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

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

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

7.8.6 The Architect will integrate all addenda, changes and revisions into the drawings and project manual prior to the County's issuance of the Notice to Proceed to the Contractor. The County will pay for printing costs. It is estimated that the bidding period will last 30 days and the Notice to Proceed will follow 15 days after the bids are received.

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

7.8.8 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.

7.8.9 Consult with County concerning, and determine the acceptability of, substitute materials and equipment proposed by Bidders.

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

7.8.11 Assist County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

7.8.12 Review and make recommendations on all substitution requests within five days before the scheduled bid opening.

7.8.13 Where Bids Exceed Budget. 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:

- a. Award the contract to the lowest responsible, responsive bidder, and give written approval of increase in County's budget.
- b. Reject all bids and rebid the contract.
- c. If the base bid amount is more than Architect's estimate of probable cost, the Architect shall redesign and revise the documents in order to reduce the Project Construction Cost for the work to be performed by the Contractor within the Project budget per Article VIX of this agreement.
- d. Abandon the Project and terminate this Agreement or not approve proceeding with the next option.

7.9 Construction Phase: This phase commences with the award of the Contract for Construction, and will terminate upon the completion by the Contractor of all services required by the Contract for Construction, and acceptance of the Project by the Board of Supervisors. The County will have as its agent a Construction 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 hereinbelow:

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

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

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

7.9.4 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.

7.9.5 RFI's/Clarifications: As requested by the Construction Manager, the Architect shall furnish definitions, clarifications, responses to RFI's, and unilateral AE clarifications 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. If such review requires additional time to sufficiently respond for which the Architect shall advise the Construction Manager of such time to be approved by the County.

7.9.5.1 The Architect/County RFI's and clarifications 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 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 information on the record documents.

7.9.5.2 The Architect will send RFI's overnight mail, fax, or email at no additional charge to the County.

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

7.9.6 Submittals: As requested by the Construction Manager, the Architect shall review and recommend appropriate action on Submittals, shop and erection drawings submitted by Contractors. The Architect shall not have control or charge of and shall not be responsible for:

- job-site coordination,
- confirmation of dimensions, quantities, weight and gauges,
- fabrication process,
- construction means, methods, and techniques,
- sequences or procedures,
- safety precautions and programs in connection with the work, acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work,
- or the failure of any of them to carry out the work in accordance with the Contract Documents.

7.9.6.1 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 is extended in writing by the County. Submittals will be processed on email and CADD format whenever possible.

7.9.7. Substitutions: The Architect shall review and recommend appropriate action on the Contractor's requests for substitutions. All substitutions must be reviewed and recommendations made to the Construction Manager within ten (10) working days of receipt, unless notified by the Architect that additional time is required and the request is approved by the County.

7.9.8 Site Observations: The Architect shall make visits to the site at least once per week to familiarize himself generally with 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 provide a written trip report in hard and digital format within three (3) working days of the visit to the Construction Manager. The Architect's (and Consultant's) representative making site visits will be an experienced and qualified design and Construction Administration Professional who has been delegated responsibility to make technical decisions and approvals on site.

7.9.8.1 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.

7.9.9 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. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon substantial completion; are subject to results of the subsequent tests and inspections; are subject to minor deviations from the Contract Documents correctable prior to completion; and are subject to specific qualifications expressed by the Architect.

7.9.10 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.

7.9.10.1 Upon request of the Construction Manager, the Architect shall 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 or other causes beyond the control of the Architect, the Architect shall prepare such modifications, and shall be entitled to compensation as an Additional Service. 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 all change orders before issuance.

7.9.11 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 failures and problems plus recommendations.

7.9.12 Punch Lists: As requested by the Construction Manager, the Architect and, where appropriate its subconsultants and their Consultants shall assist 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 within three working days to the Construction Manager unless otherwise agreed to by the Construction Manager.

7.9.13 Site Visits: The Architect shall make 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 five days of discovery of the same. The Architect will sign the certifications of substantial and final completion.

7.9.14 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 photocopies thereof to the Construction Manager.

7.9.15 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.

7.9.16 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.

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

7.9.18 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 and/or e-mailed immediately to Construction Manager. This includes all email transmissions received and sent; a hard copy and electronic copy will be forwarded to the Construction Manager the same day.

ARTICLE VIII

8. DOCUMENTS AND DRAWINGS

8.1 Ownership of Records: Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, CADD files in a format readily usable with AUTOCAD's latest version, and renderings prepared by or under the direction and control of the Architect ("A-E Documents"), which A-E Documents and copyright shall be the property of the County. The Architect shall deliver to the County all A-E Documents within 10 days of the County's request therefor. The Architect may retain copies of A-E Documents for its records. County shall pay Architect for services which have been rendered to the County to the date of the request in an amount reasonably determined by the County in its sole discretion, at the time the A-E Documents are delivered to the County. Nothing in this section should be construed to prevent Architect from invoicing County for services rendered in accordance with this Agreement which are owed to Architect but which are not included in amounts payable in connection with the County document request(s). County agrees to indemnify, defend and hold Architect harmless from and against any claims, costs,

losses and damages resulting from the County's reuse or misuse of such documents.

- 8.2 Reproduction: The Architect shall furnish to the County for reproduction, original tracings or equivalent quality CD and reproducible drawing and specification masters.
- 8.3 Email: All email will be treated as correspondence with a hard copy filed of all out going and in coming documents.

ARTICLE IX

9. CONTROL OF CONSTRUCTION COSTS

- 9.1 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 must provide bid alternates in the construction documents to keep the final construction cost within budget.
- 9.2 Review of Project to Reduce Potential Cost Prior to Approval of the Program/ Preliminary 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.
- 9.3 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 Preliminary *Design* Phase. After the Design Phase, the Architect shall be compensated for any value engineering modifications as an Additional Service.
- 9.4 Scope and Quality Adjustments After Approval of Preliminary Design Phase: At any time after County approval of the preliminary Preliminary Design Phase Documents, and prior to issuance of the Contract Documents for bidding, should any part of the County organization elect to make any major additions to the quality or scope of the Project, the Architect shall initiate a change notice to the 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.

9.5 Architects Obligation to Modify Documents:

9.5.1 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.

9.5.2 If the lowest bona fide base bid, after application of some or all alternate bids 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 or increase the construction cost, including the acceptance of alternate bids. If the lowest bona fide base bid, after application of some or all alternate bids 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 or 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.

9.5.3 The Architect shall with mutual agreement of Project Manager be permitted to include contingencies for design (see Definitions Article VI) 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 and to include in the Contract Documents alternate bids to adjust the construction cost to the County-approved budget.

ARTICLE X

10. 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.

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 Bid Documents: The County shall provide to the Architect the bidding requirements, Division I, and General Conditions.
- 10.5 Hazardous Material Abatement: Hazardous materials abatement will be designed and specified by a separate consultant. The Architect shall coordinate demolition requirements with the abatement consultant. The County reserves the right to award the abatement and demolition and the remodeling to a single contractor.
- 10.6 Data and Communications: The Architect shall include horizontal data and communications wiring from offices, conference rooms, system furniture, etc., to a data and communications closet. The County will complete the work in the closet, including the vertical backbone, switchgear, routers, and instruments.

ARTICLE XI

11. ADDITIONAL AND OPTIONAL SERVICES

- 11.1 If the Architect is requested to provide additional services at any stage of the project development, County shall issue a written work order.
- 11.2 The Architect shall receive additional compensation for the following additional services:
 - 11.2.1 County-directed revisions of previously approved drawings and/or specifications after the Design Development Phase 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.
 - 11.2.2 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.

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

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

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

11.2.6 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.

11.2.7 Record Documents: Thirty days after final completion of the construction by the contractor, Architect shall revise the original Construction Documents (on CD and velum) 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 transferred to reproducible and submitted to the Architect 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.

11.2.8 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.

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

ARTICLE XII

12. TERMINATION OF AGREEMENT

12.1 Either party may terminate this agreement upon seven (7) days written notice should the other party fail substantially to perform its terms through no fault of the party initiating the termination provided the defaulting party is given written notice of default and at least ten (10) days opportunity to cure said default.

- 12.2 The County at its sole discretion, may terminate this agreement upon at least seven (7) days written notice to the Architect.
- 12.3 Upon termination of this agreement or suspension of work by either party, the Architect shall furnish to the County all documents and drawings prepared under this agreement, whether complete or incomplete, including all documents or information on CADD format. Such documents and design shall become the County's exclusive property, free of claim or encumbrance by the Architect, and the County shall defend, indemnify, and hold the Architect harmless with respect to any use of the documents. The County shall own the copyright on all documents prepared by Architect in connection with the agreement.
- 12.4 In the event of termination for convenience, the Architect shall be compensated for all services performed to termination date, together with compensation for reimbursable expenses and additional services completed as described above. The total amount of such compensation shall not exceed total amount payable and approved additional services at the completion of the phase during which the termination occurred. The rates for such compensation shall not exceed the amount set forth as Exhibit C.

ARTICLE XIII

13. INDEMNITY

- 13.1 Indemnity: The Architect shall indemnify, defend and save harmless the County, its officers, agents, and employees from and against claims, losses, costs, or liability including reasonable attorney fees ("Claims"), which the County, its officers, agents, and/or employees may sustain or incur, and/or which may be imposed upon them for injury to or death of persons, or damage to property to the extent caused by the *sole* negligent or wrongful acts of the Architect, its officers, employees, agents, and consultants, excepting only liability arising out of the willful misconduct or the negligence of County. The County shall indemnify and save harmless Architect from and against Claims which Architect may sustain or incur, and/or which may be imposed upon them for injury to or death of persons, or damage to property, caused by the sole willful misconduct or sole negligence of the County.
- 13.2 Insurance: Architect shall procure and maintain for the duration of the Agreement, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Architect, his agents, representatives, or employees.
 - 13.2.1 Minimum Scope of Insurance: Coverage shall be at least as broad as: 1) Insurance services Office Commercial General Liability coverage (occurrence Form CG 001). 2) Automobile Insurance 3) Workers Compensation insurance as required by the State of California and Employer's Liability Insurance. 4) Errors and Omissions Liability insurance appropriate to the consultant's

profession. Architects' and engineers' coverage is to include limited contractual liability.

13.2.2 Minimum Limits of Insurance: Architect shall maintain limits no less than:

- a. General Liability (Including operations, products and completed operations as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$100,000 per person/\$300,000 per each occurrence for bodily injury and \$50,000 each accident for property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- d. Errors and Omissions Liability: \$1,000,000 per claim and in the aggregate.

13.2.3 Other Insurance Provisions: The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The County, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by separate endorsement as respects: general liability and automobile insurance.
- b. For any claims related to this project, the Architect's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County its officers, officials, employees or volunteers shall be excess of Architect's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by first class mail, has been given to the County.

- d. Coverage shall not extend to any indemnity coverage for the active and negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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

13.2.5 Verification of Coverage: Architect shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

13.2.6 Consultants: Architect shall cause their consultants to furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein, except as otherwise approved by the County.

- 13.3 Waiver of Subrogation: Architect agrees that in the event of loss due to any of the perils for which it has agreed to provide Comprehensive General liability and Automobile Liability, and Workers Compensation insurance. Architect shall look solely to its insurance for recovery. Architect hereby grants to County, on behalf of any insurer providing such insurance a waiver of any right to subrogation which any such insurer of said Architect may acquire against the County by virtue of the payment of any loss under such insurance.

ARTICLE XIV

14. PERSONNEL

- 14.1 Competent Personnel: The Architect shall assign only competent personnel to perform services pursuant to this agreement.
- 14.2 Supervision of Employees: All work or services performed by the Architect or subconsultants of the Architect shall be by or under the supervision of registered architects and/or engineers.
- 14.3 Designated Personnel and Architects: A material covenant of this agreement is that the Architect shall assign the individuals designated in Article II to perform the functions designated so long as they continue in the employ of the Architect. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services provided for in this agreement.

- 14.4 Removal of Personnel or Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or consultant assigned by Architect to perform services, then the Architect shall remove such person or consultant immediately upon receiving notice from the County. Consultant removal will be per Article XII.
- 14.5 Attendance at Meetings: The designated representative shall attend all reasonable meeting requests called by the County concerning the Project, unless the designated representative's presence is waived by County.

ARTICLE XV

15. STANDARDS OF PERFORMANCE

- 15.1 Professional Qualifications: The Architect represents that it is professionally qualified to perform the work as set forth in its proposal. The County relies upon the qualifications of the Architect to do and perform the work in a professional manner, and the County's acceptance of the Architect's work does not operate as a release of the Architect from responsibility to so perform the work.
- 15.2 Licenses: The Architect shall have and maintain throughout the term of this agreement all applicable licenses, permits, qualifications and approvals which are legally required for the Architect to practice the profession or to perform the expert professional services required by this agreement. If the Architect is an out-of-state firm, one member of the firm acceptable to the County must be licensed to practice in the State of California.
- 15.3 Compliance With Laws: The Architect and their consultants shall comply with applicable federal, state, and local laws, ordinances, regulations, and permits, including Title 24 of the California Administrative code, in the performance of this agreement.

ARTICLE XVI

16. MISCELLANEOUS PROVISIONS

16.1 Reuse of Plans: . . .

16.1.1 If the County reuses the plans in total or in part on this or any other site, or if the County completes any uncompleted portion of the Project, the County shall relieve the Architect and all of its consultants of all responsibility for liability for the construction resulting from such reuse and shall defend, indemnify, and hold harmless the Architect unless the County enters into an agreement with the Architect for services in connection therewith.

16.1.2 The Architect shall not be entitled to any fees for such use of plans unless the County enters into an agreement with the Architect for services in connection therewith.

- 16.2 Non-Discrimination in Employment: The Architect shall comply with Section 1735 of the Labor Code, which provides as follows:

No discrimination shall be made in the employment of persons upon public work because of the race religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12970 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part 7, Division 2 of the Labor Code.

- 16.3 Conflict of Interest:

16.3.1 The Architect shall at all times in performance of this agreement comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 and Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commissions.

16.3.2 If any facts come to the Architect's attention which raise any questions as to the applicability of this law, it will immediately inform the Contract Administrator and provide all information needed for resolution of the question.

16.3.3 The Architect is admonished hereby as follows: The conflict of interest statutes, regulations and laws include, but are not limited to, a prohibition against any public officer, including the Architect for this purpose, from making any decision on behalf of the County in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any County decision which has potential to confer any pecuniary benefit on the Architect or any business firm in which the Architect has an interest of any type.

- 16.4 Authority by County: This agreement shall not be considered as giving exclusive authority to the Architect for performing architectural services pertaining to the design and/or construction of the Project. County may perform, or have performed, any phase, or any portion of any phase, of the various liability or obligation to the Architect. If the County elects to do so, the County shall give its prior written notice to the Architect of the election, and the County agrees to defend, indemnify and hold harmless the Architect and Architects from any and all damages, real or alleged which may arise out of such action by the County. This provision shall remain in effect and survive the termination of this agreement.

- 16.5 Assignment of Subletting: No performance of this agreement of any portion thereof may be assigned or subcontracted by the Architect without the express written consent of the County, and any attempt by the Architect to do so without the County's prior written consent shall be null and void and constitute a material breach of this agreement. However, this clause shall not prohibit the Architect from independently contracting with subcontractors or subconsultants, on contract to the Architect, to enable the Architect to perform the professional services for county required by this agreement. In such event, the Architect shall remain responsible and liable for the work Product of any subcontractor or subconsultant.
- 16.6 Successors: This agreement shall insure to the benefit and bind the successors of each of the parties.
- 16.7 Records
- a. Accounting System & Records Retention: Architect shall maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments and other issues required by the County. Architect shall retain said records for five (5) years from termination of this Agreement or until all claims, if any, have been disposed of, whichever period is longer.
- b. County's Auditing Rights: Upon service of a written Notice to Architect, County, and persons authorized by County, shall have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices affecting the performance or administration of this Agreement, or affecting any changes or modifications to this Agreement.
- c. Applicability to Subcontracts: Architect shall incorporate the above-stated accounting and audit requirements into all subcontracts exceeding Ten Thousand Dollars (\$10,000) in value pursuant to this Agreement or any modification thereof.
- 16.8 Notice: Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other party shall be in writing and either served personally or sent by prepaid first-class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to the address appearing on the first page.
- 16.9 Dispute Resolution: Any dispute concerning this agreement or any action brought to enforce the terms and conditions of this agreement, shall be submitted to a court of competent jurisdiction in the County of Stanislaus, State of California.

ARTICLE XVII

17. EXTENT OF AGREEMENT/WAIVER

17.1 This agreement represents the entire and integrated agreement between the County and the Architect concerning the Project and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the County and the Architect.

17.2 The Waiver by the County or any of its officers or employees or the failure of the County or any of its officers of employees to take action with respect to, any right conferred by, or any breach of term, covenant, or condition of this agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition of this agreement.

ARTICLE XVIII

18. EXHIBITS

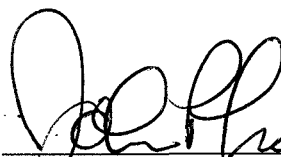
18.1 The following listed Attachments referred to herein are incorporated in this agreement as though set forth in full:


- Exhibit A: Project Description
- Exhibit B: Project Schedule
- Exhibit C: AE Rates

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

GROSSMANN DESIGN GROUP

COUNTY OF STANISLAUS
PATRICIA HILL THOMAS
Interim Chief Executive Officer

By 
 Name JOHN P. GROSSMANN
 Title PRINCIPAL / OWNER

By 
 Patricia Hill Thomas
 Interim Chief Executive Officer

Approved as to form:

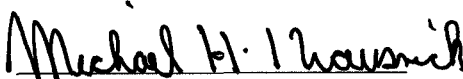
By 
 MICHAEL H. KRAUSNICK
 County Counsel

EXHIBIT A

DESCRIPTION OF PROJECT

The project is defined as the remodeling of the existing structure and premises located at 4385 Sisk Road in Salida, California. The existing public library is approximately 25,000 square feet. The Library Technical Services Unit is approximately 15,000 square feet. The community meeting and meeting support spaces are approximately 5,000 square feet. The public rest rooms; staff rest rooms; circulation and corridors; mechanical, electrical, janitorial, HVAC, and other “building support” facilities make up the balance of the 61,000 SF building. This design effort must consider public and staff use of the functioning library.

The scope of this portion of the project includes:

- Improve the Staff Restrooms
- Improve the Staff Break Room
- Repair/replace Floor Coverings
- Refinish the Children’s Staff & Break Rooms
- Repair or Replace Handrails
- Complete the Café Space
- Make the Tenant Spaces more Attractive to prospective ~~Leasors~~ *Tenants*
- Repair the rock wells
- Patch, seal coat, and stripe the parking lot
- Repair the Sunscreens
- Replace the roof, flashing, and substrate as required
- Replace/repair the landscape irrigation system

26APR04

CAPITAL PROJECTS
Salida Library Phase 2

| Activity Description | Early Start | Early Finish | 2003 | | | | | 2004 | | | | | 2005 | | | | | | | | | | | | |
|--|-------------|--------------|------|-----|-----|-----|-----|------|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | | | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR |
| Salida Library Phase 2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Architect's Contract | 05MAY04 | 22JUL04 | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare RFP For Architectural Services | 05MAY04 | 25MAY04 | | | | | | | | | | | | | | | | | | | | | | | |
| Advertise For Architectural Services | 26MAY04 | 15JUN04 | | | | | | | | | | | | | | | | | | | | | | | |
| Review & Shortlist Architects | 16JUN04 | 22JUN04 | | | | | | | | | | | | | | | | | | | | | | | |
| Select Architect | 23JUN04 | 24JUN04 | | | | | | | | | | | | | | | | | | | | | | | |
| Negotiate Contract For Arch Services | 25JUN04 | 15JUL04 | | | | | | | | | | | | | | | | | | | | | | | |
| Process and Sign Architect's Contract | 16JUL04 | 22JUL04 | | | | | | | | | | | | | | | | | | | | | | | |
| Complete Scope Of Project, Cost Model, & Budget | 07JUL03A | 08AUG03A | | | | | | | | | | | | | | | | | | | | | | | |
| County And User Review | 11AUG03A | 22AUG03A | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare Board Agenda Item | 25AUG03A | 29APR04 | | | | | | | | | | | | | | | | | | | | | | | |
| Board Approval Of Project | 30APR04 | 04MAY04 | | | | | | | | | | | | | | | | | | | | | | | |
| Prelim Design & Roof Replacement Bid Document | 23JUL04 | 02SEP04 | | | | | | | | | | | | | | | | | | | | | | | |
| Draft Prelim Design & Roof Replacement Design | 23JUL04 | 19AUG04 | | | | | | | | | | | | | | | | | | | | | | | |
| Compl Prelim Design & Roof Replacement Bid Docs | 27AUG04 | 02SEP04 | | | | | | | | | | | | | | | | | | | | | | | |
| Archi Estimate Of Prelim Design & Roof Replace | 20AUG04 | 26AUG04 | | | | | | | | | | | | | | | | | | | | | | | |
| Cap Projects Est Of Prelim Design & Roof Bid Doc | 20AUG04 | 26AUG04 | | | | | | | | | | | | | | | | | | | | | | | |
| User Review Of Prelim Design & Roof Replacement | 20AUG04 | 26AUG04 | | | | | | | | | | | | | | | | | | | | | | | |
| Other Reviews Prelim Design & Roof Replacement | 20AUG04 | 26AUG04 | | | | | | | | | | | | | | | | | | | | | | | |



0226 Sheet 1 of 2

CAPITAL PROJECTS

CAPITAL PROJECTS MASTER SCHEDULE

Capital Projects Schedule Layout

| Date | Revision | Checked | Approved |
|------|----------|---------|----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

EXHIBIT C

SCHEDULE OF FEES

| | |
|--|------------|
| Senior Principal (SP) | \$125/Hour |
| Associate Principal (AP) | \$110/Hour |
| Project Manager (PM) | \$110/Hour |
| Drafter/CADD Tech. - Level 1 (DC1) | \$85/Hour |
| Drafter/CADD Tech. - Level 2 (DC2) | \$75/Hour |
| Drafter/CADD Tech. - Level 3 (DC3) | \$65/Hour |
| Administration (01) | \$55/Hour |

- 24 x 36 Blueline Prints @ \$1.00/Sheet
- 24 x 36 Blackline Prints @ \$1.50/Sheet
- 30 x 42 Blueline Prints @ \$1.50/Sheet
- 8-1/2 x 11 Xerox Copies @ \$0.10/Page

[Click Here to Return to Agenda](#)

Stanislaus Capital Projects
1010 10th Street, Suite 2300, Modesto, CA 95354
Phone: (209) 525-4380 FAX: (209) 525-4385

TRANSMITTAL

TO: **Suzi Seibert, Board of Supervisors**

SUBJECT: **SALIDA REGIONAL LIBRARY
PHASE II REMODEL**

DATE: 8/10/2004

We are sending you X *attached* *under separate cover* the following material:

| | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Change Order | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Plans | <input type="checkbox"/> Computer Printout |
| <input type="checkbox"/> Prints | <input type="checkbox"/> Samples | <input type="checkbox"/> Updates |

| COPIES | DATE | DESCRIPTION |
|--------|--------|---|
| 1 | 8/9/04 | Grossman Design Group Notice to Proceed |

REMARKS:

For your use.

Note to Board: Approved by the Board on July 27, 2004, Item B-6

COPIES: File AF 2.1.1 (501)
File EF 11.3

SIGNED


Leticia Cervantes



CHIEF EXECUTIVE OFFICE
Patricia Hill Thomas
Interim Chief Executive Officer

1010 10th Street, Suite 6800, Modesto, CA 95354
P.O. Box 3404, Modesto, CA 95353-3404

Phone: 209.525.6333 Fax 209.525.4033

August 9, 2004

John P. Grossman
Grossman Design Group
326 Ritch Street
San Francisco, CA 94107

Re: Salida Regional Library -- Phase II Project
Notice to Proceed

Dear Mr. ~~Grossman~~ *John*,

I am pleased to have Grossman Design Group on board as our architectural design consultants for the second phase remodel project at the Nick W. Blom Salida Regional Library. Your contract and insurance has been approved by the County and this letter serves as a Notice to Proceed as of August 9, 2004.

Please contact me at any time if I can be of assistance. You can reach me directly at (209) 652-1649, or via fax at (209) 525-4385. Our main office telephone number at the Chief Executive Office/Capital Projects division is (209) 525-4380.

I look forward to working with you, Lyuda and your team on this project!

Yours truly,

A handwritten signature in black ink, appearing to read "Tim Fedorchak".

Tim Fedorchak
Senior Management Consultant/Project Manager

c: Capital Projects: Project file
Don Phemister
File AF 2.1.1 (499)
File EF 11.2

PHEMISTER CONSTRUCTION MANAGEMENT, INC.

**WORK AUTHORIZATION NO. 5
FOR SPECIAL SERVICES
SALIDA LIBRARY PHASE II**

1. This Work Authorization No. 5 is entered into effective July 28, ²⁰⁰⁴~~2003~~, in accordance with the terms and conditions of the agreement between Phemister Construction Management, Inc., (PCM), and Stanislaus County dated December 20, 2003 (Agreement).

2. Detailed Description of Scope of Special Services:

The Special Services shall be Construction Management Services as described in Exhibit A of the Master Agreement. The Special Services shall be for construction management services during the construction process. Construction Management Services authorized by this Work Authorization specifically exclude the following services:

- a. Paragraph 2.1.10, Grant Applications
- b. Paragraph 2.3.3, Value Analysis Studies
- c. Paragraph 3.1.1, Prequalifying Bidders

3. Method of Compensation and Rates:

| <u>Name</u> | <u>Title</u> | |
|--------------------|------------------------------|------------------|
| Jeffrey Pike | On-site Construction Manager | \$85.00 per Hour |
| Aaron J. Burkey | On-site Construction Manager | \$70.00 per Hour |
| Teresa Vander Veen | Administrative Assistant | \$30.00 per Hour |

4. Payment Terms: Per the Agreement.

5. Verification of Insurance: Per the Agreement.

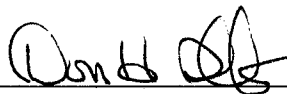
6. Funding Source: Board Order of July 27, ²⁰⁰⁴~~2003~~, Item B-4 (Attachment A).

7. NOT TO EXCEED: \$19,000.00. (Attachment B).

Dated: July 28, 2003



Stanislaus County



Phemister Construction Management, Inc.

26APR04 CAPITAL PROJECTS Salida Library Phase 2

| Activity Description | Early Start | Early Finish | 2003 | | | | | | | | | | | | 2004 | | | | | 2005 | | | | | |
|--|-------------|--------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|
| | | | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR |
| Architect's Contract | 05MAY04 | 22JUL04 | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare RFP For Architectural Services | 05MAY04 | 25MAY04 | | | | | | | | | | | | | | | | | | | | | | | |
| Advertise For Architectural Services | 28MAY04 | 15JUN04 | | | | | | | | | | | | | | | | | | | | | | | |
| Review & Shortlist Architects | 16JUN04 | 22JUN04 | | | | | | | | | | | | | | | | | | | | | | | |
| Select Architect | 23JUN04 | 24JUN04 | | | | | | | | | | | | | | | | | | | | | | | |
| Negotiate Contract For Arch Services | 25JUN04 | 15JUL04 | | | | | | | | | | | | | | | | | | | | | | | |
| Process and Sign Architects Contract | 18JUL04 | 22JUL04 | | | | | | | | | | | | | | | | | | | | | | | |
| Complete Scope Of Project, Cost Model, & Budget | 07JUL03A | 08AUG03A | | | | | | | | | | | | | | | | | | | | | | | |
| County And User Review | 11AUG03A | 22AUG03A | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare Board Agenda Item | 25AUG03A | 29APR04 | | | | | | | | | | | | | | | | | | | | | | | |
| Board Approval Of Project | 30APR04 | 04MAY04 | | | | | | | | | | | | | | | | | | | | | | | |
| Prelim Design & Roof Replacement Bid Document | 23JUL04 | 02SEP04 | | | | | | | | | | | | | | | | | | | | | | | |
| Draft Prelim Design & Roof Replacement Design | 23JUL04 | 19AUG04 | | | | | | | | | | | | | | | | | | | | | | | |
| Compl Prelim Design & Roof Replacement Bid Docs | 27AUG04 | 02SEP04 | | | | | | | | | | | | | | | | | | | | | | | |
| Archl Estimate Of Prelim Design & Roof Replace | 20AUG04 | 26AUG04 | | | | | | | | | | | | | | | | | | | | | | | |
| Cap Projects Est Of Prelim Design & Roof Bid Doc | 20AUG04 | 26AUG04 | | | | | | | | | | | | | | | | | | | | | | | |
| User Review Of Prelim Design & Roof Replacement | 20AUG04 | 28AUG04 | | | | | | | | | | | | | | | | | | | | | | | |
| Other Reviews Prelim Design & Roof Replacement | 20AUG04 | 26AUG04 | | | | | | | | | | | | | | | | | | | | | | | |

0226 Sheet 1 of 2

CAPITAL PROJECTS

CAPITAL PROJECTS MASTER SCHEDULE

Capital Projects Schedule Layout

| Date | Revision | Checked | Approved |
|------|----------|---------|----------|
| | | | |
| | | | |
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August 15, 2003

Slaida Library Phase 2
Phase 2 Improvements

| | | DESCRIPTION | BUDGET |
|-------|------|---|------------|
| | 1000 | DESIGNERS & CONSULTANTS | |
| 64220 | 1 | Arch & Engr Fees | \$ 58,410 |
| 63430 | 2 | Other Design Consultants (Acoustics, Lighting, etc | 6,490 |
| 63120 | 3 | Programming | \$ - |
| 63000 | 4 | Professional & Special Services | \$ - |
| 63256 | 4 | Contracts - Consultants | \$ - |
| 63400 | 4 | Engineering Services | \$ - |
| 66020 | 5 | Environmental Impact Reports | \$ - |
| 64150 | 6 | Code Required Testing Firms | 11,800 |
| 64600 | 7 | Construction Manager | \$ 19,376 |
| 64210 | 8 | Inspectors | 7,266 |
| 64631 | 9 | Geotechnical Services | - |
| 64720 | 10 | Consulting Services | - |
| 80315 | 11 | Surveys | \$ - |
| | | Subtotal Design & Consultant | \$ 103,342 |
| | 2000 | CONSTRUCTION & EQUIPMENT | |
| 67200 | 01. | Infrastructure (Streets & Traffic, Utility Service) | \$ - |
| 67230 | 02. | Utility Connections (Fees Charged by Utility Companies) | \$ - |
| 80020 | 03. | Site Clearing & Preparation | \$ - |
| 80300 | 04. | Construction | \$ 590,000 |
| 80310 | 05. | Construction | \$ - |
| 80311 | 06. | On Site Improvements | \$ - |
| 80312 | 07. | Sitework | \$ - |
| 80355 | 08. | Signage & Graphics | \$ - |
| 80570 | 09. | Design & Construction Contingency | \$ 59,000 |
| 80610 | 10. | Data & Communication | \$ - |
| 80670 | 11. | Art In Public Places | \$ - |
| 81000 | 12. | Equipment | \$ - |
| 82130 | 13. | Furniture, Fixtures, & Equip | \$ - |
| 82130 | 14. | Office Equipment | \$ - |
| 82570 | 15. | Computer Equipment | \$ - |
| 83990 | 16. | Alarm / Security Systems | \$ - |
| 84191 | 17. | Fences | \$ - |
| | | Subtotal Constr & Equipment | \$ 649,000 |
| | 3000 | PERMITS & FEES | |
| 66210 | 1 | Building Permits | \$ 2,500 |
| 62400 | 2 | Misc Expenses | \$ 150 |
| 62600 | 3 | Office Supplies | \$ 50 |
| 62630 | 4 | Outside Printing Services | \$ 2,500 |
| 62730 | 5 | Postage | \$ - |
| 63090 | 6 | Accounting, & Finance | \$ - |
| 63110 | 6 | Outside Auditing | \$ - |
| 63500 | 7 | Security Services | \$ - |
| 63640 | 8 | Legal Fees | \$ - |
| 64200 | 9 | Moving / Relocation Expenses | \$ - |
| 65000 | 10 | Publications & Legal Notices | \$ 1,000 |
| 65300 | 10 | Rents & Leases | \$ - |

August 15, 2003

Slaida Library Phase 2
Phase 2 Improvements

| | | DESCRIPTION | BUDGET |
|-------|-----|-------------------------------------|-------------------|
| 65920 | 10 | Meeting Allowance | \$ - |
| 67040 | 10 | Other Travel Expenses | \$ - |
| 62400 | 11 | Owner Contingency | \$ 10,954 |
| 73511 | 12 | Govt Fund Bill Auditor | \$ 500 |
| 73512 | 13 | Govt Fund Bill Purchasing | \$ 500 |
| 73580 | 14 | PW Engineering Services | \$ - |
| 74020 | 15 | Long Distance Calls | \$ - |
| 74030 | 16 | Non Systems Charges | \$ - |
| 74080 | 17 | Central Services Printing | \$ - |
| 74090 | 18 | Quick Copy Services | \$ - |
| 74100 | 19 | Mail Room Postage Meter | \$ - |
| 74110 | 20 | Mail Room Services | \$ - |
| 74130 | 21 | Data Processing Services | \$ - |
| 74190 | 22 | Pickup & Delivery | \$ - |
| 74370 | 23 | Stores Office Supplies | \$ - |
| 74790 | 24 | Centrex Calls Costing | \$ - |
| | | Subtotal Permits & Fees | \$ 18,154 |
| | | LAND ACQUISITION | |
| | 01. | Site Selection | \$ - |
| | 02. | Real Estate Assessment & Legal Fees | \$ - |
| 80315 | 03. | Surveys & Investigations | \$ - |
| 80000 | 04. | Land Costs | \$ - |
| 64100 | 05. | Abatement & Demo Consultant | \$ - |
| 66040 | 06. | Abatement & Demolition | \$ - |
| | | Subtotal Land Acquisition | \$ - |
| | | TOTAL EXPENDITURES | \$ 770,496 |

Interior Improvements

| | |
|---|-----------|
| Improve Restrooms | \$ 50,000 |
| Replace Wallcoverings in Break Room | \$ 1,500 |
| Repair VCT Floor Covering | \$ 1,000 |
| Carpet Acquisitions Room | \$ 2,500 |
| VCT Floor Coverings in Non Finished Rooms | \$ 50,000 |
| Replace Finishes In Childrens Staff & Break Rooms | \$ 15,000 |
| Repair/Replace Hanfrail To Mezzanine | \$ - |
| Complete Café Space | \$ 50,000 |
| Build Out Tenant Spaces | \$ 75,000 |

Exterior Improvements

| | |
|---|------------|
| Repair Exterior Drainage System | \$ 35,000 |
| Patch Asphalt, Seal Coat & Restripe Parking Lot | \$ 35,000 |
| Repair & Refinish Wood Trim and Sunscreens | \$ 50,000 |
| Re Roof the Facility | \$ 150,000 |
| Repair & Replace Landscaping & Irrigation | \$ 75,000 |
| Estimated Probable Cost | \$ 590,000 |