



County of Santa Cruz ¹³⁵

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

December 30, 1998

Agenda: January 12, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

REPLACEMENT FACILITY FOR COURT MODULAR BUILDINGS

Dear Members of the Board:

On December 8, 1998 your Board accepted a report on a replacement facility for court modular buildings and directed General Services to return on January 12, 1999 with recommendations on a contract for design services.

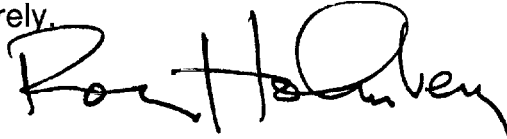
Attached is an agreement with Kasavan and Associates of Salinas in the amount of \$107,369 for the first phase of a design contract for construction of a replacement facility for the Court Modular Buildings. This phase of the project will include program planning, schematic design and design development services. Construction documents and services during construction will be provided in a separate contract which will be negotiated following completion of these early phases. Funds for these services were included in the 1998/99 plant budget index 190000, account 191050.

It is therefore RECOMMENDED that your Board take the following actions:

1. Approve the attached contract with Kasavan Associates for design services for construction of a replacement facility for the Court Modular Buildings; and

2. Authorize the Director of General Services to sign the agreement and associated documents on behalf of your Board.

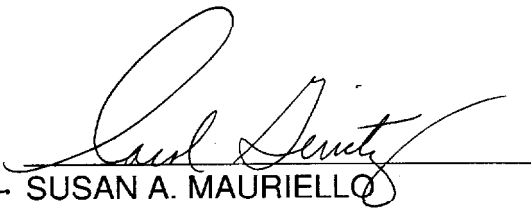
Sincerely,



ROY HOLMBERG
Director of General Services

RH:bd/courtsmodbldg

RECOMMENDED:


for SUSAN A. MAURIELLO
County Administrative Officer

cc: County Administrative Office
Chris Patton, Court Administrator
Teall Messer, Architect
Judge Atack
Auditor Controller'

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

137

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

GENERAL SERVICES

[Signature]

(Signature)

12/31/98

(Dept.)

(Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
and KASAVAN AND ASSOCIATES; 680 E. ROMIE LANE, SALINAS, CA 93901 (Name & Address)

2. The agreement will provide design services for construction of a replacement facility for the Court Modular Building.

3. The agreement is needed because the work can be performed most expeditiously by contract.

4. Period of the agreement is from Board Approval to June 30, 1999

5. Anticipated cost is \$ 107,369 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks:

USERCODE Q10017

7. Appropriations are budgeted in 191050 (Index#) 6610 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 1581771 Date 1/99
are not will be

GARY A. KNUTSON, Auditor-Controller

By *[Signature]* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____

(Agency).

County Administrative Officer

Remarks:

(Analyst)

B y *[Signature]* Date 1-6-99

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - 40011
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____

19 _____

By _____ Deputy Clerk

30

CONTRACT NO. _____

INDEPENDENT ARCHITECT AGREEMENT

**DESIGN SERVICES AGREEMENT FOR SANTA CRUZ COUNTY
NEW COURT FACILITY PROJECT**

THIS CONTRACT is entered into this _____, by and between the COUNTY OF SANTA CRUZ, (hereinafter referred to as "COUNTY") and JEROME KASAVAN ASSOCIATES, (hereinafter referred to as "ARCHITECT"). The parties agree as follows:

1. **DUTIES.** ARCHITECT agrees to exercise special skill to accomplish the following results:
 - A. **Basic Services:** ARCHITECT shall furnish and perform in a manner satisfactory to COUNTY, professional design and architectural services, including program planning, schematics and design development, and other related architectural and engineering services required for the construction of a new expansion to the court facility as shown in Exhibits A and B, attached hereto and incorporated herein by reference, and all work associated therewith as specified herein below, hereinafter referred to as "PROJECT".
 - B. **Two Part Agreement for Services.** The PROJECT is divided in to two basic parts. This agreement is for services to complete Part I of the project. Fees for Part II of the project will be negotiated as a separate agreement following completion of Part I. Services to be included in Part II are defined as a part of this agreement for reference only.
 - C. **Services for part I of the PROJECT.** This agreement for services to complete Part I of the project includes three phases as specified below:
 - (1) **Program Planning Phase:**
 - (a) ARCHITECT shall work with the COUNTY and develop a programming plan which meets the needs of the COUNTY.
 - (b) ARCHITECT shall provide a preliminary evaluation of the programming plan and the project budget requirements each

in terms of the other.

- (c) ARCHITECT shall review with COUNTY alternative approaches to design and construction of the project, based upon the approved program.
- (2) Schematic Design Phase: ARCHITECT shall prepare schematic designs and perform the following services:
 - (a) Based on the space program and project budget requirements, ARCHITECT shall prepare, for approval by COUNTY, Schematic Design Documents consisting of drawings and other documents illustrating the size, scale and relationship of project components. ARCHITECT shall provide, at a minimum: (a) site plan, plan views-1/8" scale, (b) elevations, (c) sections, prepared on foam core boards and rendered in color.
 - (b) ARCHITECT shall submit to COUNTY a Schematic Design Cost Estimate based on area, volume or other unit costs, which estimate shall establish the project budget, and shall consider potential cost increases associated with alternate designs.
 - (c) ARCHITECT shall meet and confer with COUNTY, as required during the Schematic Design Phase, and shall comply with the reasonable requests of COUNTY representatives regarding the Schematic Design.
 - (d) ARCHITECT shall submit six (6) sets of all required Schematic Design Phase Documents to COUNTY as a package, with all items completed. COUNTY will review and return one check set of documents to ARCHITECT,
 - (e) ARCHITECT shall make changes necessary to comply with COUNTY's review comments, and incorporate all changes in the design development phase. The ARCHITECT shall submit the marked up set to the COUNTY upon incorporation of the changes.
 - (f) ARCHITECT may present schematic plan and renderings to the Board of Supervisors at a regular meeting. ARCHITECT shall be prepared to respond to Board of Supervisors'

questions.

- (g) ARCHITECT shall be prepared to coordinate and exercise due professional care to comply with all requirements of the County Planning Department and Fire Marshall and Title 24 of the Building Code. ARCHITECT shall submit drawings and specifications for review and approval at an appropriate time in the Schematic Design Phase so as not to delay the PROJECT.
- (3) Design Development Phase: This phase of project development is undertaken only after COUNTY approves the Schematic Design Documents and cost estimate. On receipt of written notice from COUNTY to proceed with Design Development Phase, ARCHITECT shall commence the following services:
- (a) Based on the approved Schematic Design Documents and any adjustments authorized by COUNTY in the program or project budget, the ARCHITECT shall prepare and submit for approval by COUNTY, Design Development Documents consisting of preliminary drawings, outline specifications, useful data, cut sheet, samples, and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate, and of the site, as to the location and types of on and off site improvements necessary to serve the Project. Such documents shall be sufficient to allow COUNTY to visualize all design features of the Project.
 - (b) ARCHITECT shall meet and confer with COUNTY during the Design Development Phase to fix the design, and to prepare a Design Development cost estimate.
 - (c) ARCHITECT shall submit to COUNTY a Design Development Cost Estimate on the Design Development Documents, which estimate will be prepared with sufficient detail to enable budget forecasting and design adjustments if necessary to meet the project budget, and shall consider future cost increases anticipated before the project is complete. If the Development Cost Estimate exceeds the maximum budget amount as approved in the Schematic Design Phase,

ARCHITECT, at his sole cost and expense, shall adjust the project so as to meet the budget maximum. Adjustments may require changes to scope or quality of project.

- (d) ARCHITECT shall submit to COUNTY a Design Development Cost Estimate based on area, volume or other unit costs, which estimate shall be within the project budget, and shall consider potential cost increases associated with alternate designs and delay in construction of up to two years.
- (e) COUNTY shall specify to ARCHITECT which permits or other entitlements if any must be obtained from governmental agencies with jurisdiction on project, and ARCHITECT shall advise COUNTY as to which permits are required in ARCHITECT'S opinion.
- (f) ARCHITECT shall assist in furnishing such data as necessary to enable COUNTY to make application for such permits and/or entitlements, which data may be required to be submitted in the form of a draft application for such permit and/or entitlement for execution by the COUNTY; provided, however, "permits and/or entitlement" shall not include documents required by the California Environmental Quality Act of the National Environmental Policy Act.
- (g) ARCHITECT shall submit six (6) sets of all required Design Development Phase Documents to COUNTY as a package, with all items completed. COUNTY will review and return one checked set of documents to ARCHITECT with comments.
- (h) ARCHITECT shall make changes necessary to comply with COUNTY's review comments and incorporate review comments into construction document phase. ARCHITECT shall return to COUNTY check set upon incorporation.

D. Services for Part II of the Project

- (1) Services for Part II of this project will be negotiated as a separate agreement following completion of Part I. Part II services are outlined herein for reference only.
- (a) Based on the approved Design Development Documents and

any further adjustments in the scope or quality of the PROJECT or in the PROJECT budget authorized by COUNTY, the ARCHITECT shall prepare, for approval by COUNTY, Construction Documents, consisting of Drawings and Specifications, setting forth in detail the requirements for the construction of the PROJECT. Such documents shall be prepared with due professional care to be complete and accurate, giving such directions as will enable a bondable builder experienced in public works of similar scope to carry them out.

- (b) The ARCHITECT shall assist the COUNTY in the preparation of the necessary bidding information and bidding forms.
- (c) ARCHITECT shall prepare a detailed Construction Cost Estimate, with separate estimates for portions of PROJECT authorized by COUNTY to be let for bid as alternates. The amount of said estimate shall be within the amount set forth in the approved Design Cost Estimate. Said estimate shall consider future cost increases anticipated before the project is completed.
- (d) Such construction cost estimate shall include costs of construction of the project, including but not limited to, bonds required by the General Conditions of the Construction Contract, all fees charged by governmental agencies with jurisdiction, the total cost of construction including labor, materials, and construction contractor's overhead and profit, and all allowances, including contingencies.
- (e) If, after approval of the design development documents, the COUNTY orders modifications to the approved design development documents, not necessitated by the ARCHITECT's underestimation of costs during the design development phase, the ARCHITECT shall prepare additional design development documents and construction cost estimates and shall receive additional compensation therefore, pursuant to compensation provisions, as set forth in Section 2.
- (f) ARCHITECT shall prepare and submit to the COUNTY calculations for all structural elements of the project as required by the Building Code.

- (g) ARCHITECT shall prepare and submit to the COUNTY complete Title 24 Energy Compliance Calculations as required by the California Energy Resources Conservation and Development Commission and or other appropriate agencies.
- (h) ARCHITECT shall exercise due professional care to prepare all drawings and specifications in conformity with the Uniform Building Code, California Building Code, applicable California Administrative Codes and the Public Buildings requirements of the California Public Contracts Code (formerly Government Code), and Title 15, Title 19 and Title 24.
- (i) ARCHITECT shall review and edit as necessary the form General Conditions and Division 1 of the Technical Specifications provided by COUNTY.
- (j) ARCHITECT shall submit six (6) sets of all required construction documents to COUNTY as a package, with all items completed to 95%. COUNTY will review and return one check set of documents to the ARCHITECT.
- (k) ARCHITECT shall make changes reasonably necessary to respond to COUNTY's review comments and incorporate changes into 100% completed documents. COUNTY will review 100% documents. Any changes overlooked shall be incorporated by revision of 100% documents or issued addenda during bid phase. COUNTY comments shall not materially change the scope of work previously approved. ARCHITECT will not be obligated to make changes which in his opinion vary materially from previously approved designs or substantially compromise performance. After all addenda have been incorporated into project drawings, ARCHITECT shall submit one set of reproducible drawings and specifications to the COUNTY.
- (l) Prior to commencing the bidding phase, the ARCHITECT shall acknowledge a final construction cost estimate, including all alternates and changes ordered by the COUNTY, as being the amount which will control whether the ARCHITECT will be obligated to redesign the project pursuant to Paragraph (4)-(c) herein below.

- (4) Bidding Phase: This phase commences after the COUNTY Board of Supervisors has approved the construction documents and the final construction cost estimate and alternates. Upon receipt of the COUNTY's written notice to proceed with the bidding phase, the ARCHITECT shall perform the following services:
- (a) Following the COUNTY's approval of the construction documents and of the construction cost estimate, the ARCHITECT shall furnish to the COUNTY reproduceable copies of final working drawings and specifications. Specifications shall be on standard 8-1/2" x 11" format and ARCHITECT shall submit specifications on computer disks as well as in written format.
 - (b) The ARCHITECT shall assist the COUNTY in interpreting the drawings and specifications during the bidding process, and assist the COUNTY in the preparation of 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 attend the bidder's conference and walk-through and shall answer bidders' questions in writing.
 - (c) If the lowest responsible base bid (excluding alternates) received within two years of the completion of Part I equals or exceeds 105% of the approved and acknowledged final construction budget, ARCHITECT shall revise the construction documents, at ARCHITECT's sole cost and expense, so as to reduce the project to fall within 105% of the final construction budget of the cost of the PROJECT as directed by the COUNTY. Revisions may require changes to the project scope or quality.
 - (d) The COUNTY shall provide additional compensation to ARCHITECT, as provided herein below, for revisions to the construction documents necessitated by a lowest responsible base bid (excluding alternates) of less than 105% of the approved final construction budget.
 - (e) The COUNTY reserves the right to accept bids in excess of the approved final construction cost estimate or to reject any or all bids received.

- (5) Construction Phase: Administration of the Construction Contract: This phase commences with the award of the contract for construction, and will terminate upon the final payment to the construction contractor of all sums retained by the COUNTY, or sixty (60) days after issuance of a Notice of Completion of Work, whichever occurs first. Upon receipt of a written notice from the COUNTY to proceed with the Construction Phase, the ARCHITECT shall perform the services specified herein below:
- (a) ARCHITECT shall perform all requirements of the Project Architect as set forth in the General Conditions of the construction contract for the PROJECT promulgated by the COUNTY.
 - (b) ARCHITECT shall have access to the PROJECT site at all reasonable times to allow performance of such services.
 - (c) ARCHITECT shall advise COUNTY during construction.
 - (d) ARCHITECT shall prepare supplementary drawings and specifications required to resolve actual field conditions encountered.
 - (e) The ARCHITECT shall review and approve or take other appropriate action upon General Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The ARCHITECT'S action shall be taken with such reasonable promptness as to cause no delay in the Work, or in the construction of the PROJECT or of separate Contractors, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the General Contractor, all of which remain the responsibility of the General Contractor to the extent required by the Contract Documents. The ARCHITECT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the

ARCHITECT, of construction means, methods, techniques, sequences or procedures. The ARCHITECT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. ARCHITECT shall advise COUNTY as to the results of such reviews.

- (f) ARCHITECT shall make periodic visits to the site to assess the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents.
- (g) At COUNTY's request, ARCHITECT shall evaluate requests for payment submitted by the Construction Contractor based on ARCHITECT's observations at the project site and review of the contract documents, and shall advise COUNTY as to the percentage and quality of work completed to date, to the best of the ARCHITECT'S knowledge, information and belief. The ARCHITECT'S representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by ARCHITECT. ARCHITECT'S advice shall not be a representation that the ARCHITECT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub Contractor's and material suppliers and other data requested by the COUNTY to substantiate the General Contractor's right to payment or (4) ascertained how or for what purpose the General Contractor has used money previously paid on account of the Contract Sum.
- (h) On the basis of on-site observations, ARCHITECT shall endeavor to inform the COUNTY against defects and

deficiencies in the work of the Construction Contractor by providing technical assistance to the COUNTY, and shall notify COUNTY in the event a defect is discovered. The ARCHITECT shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the General Contractor's responsibility under the Contract for Construction. The ARCHITECT shall not be responsible for the General Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The ARCHITECT shall not have control over or charge of acts or omissions of the General Contractor, Subcontractor's, or their agents or employees, or of any other persons performing portions of the Work.

- (i) Upon request of the COUNTY, ARCHITECT shall review proposed construction contract change orders, and advise COUNTY as to their appropriateness, intent and compliance with the Construction Contract Documents. If such change order results from a change by the COUNTY in the scope of the project, ARCHITECT shall prepare such modifications, and shall be entitled to additional compensation therefore as set forth in Article IV. herein below. If such change order does not result from a change by the COUNTY in the scope of the project, ARCHITECT shall not be entitled to additional compensation. COUNTY shall approve all change orders before issuance.
- (j) ARCHITECT shall observe initial operation of the PROJECT or of performance tests required by the specifications.
- (k) ARCHITECT shall make a final on-site observation and report on the completed project, and related documents assembled by the Contractor, and furnish COUNTY a written notice that the project is to the best of the ARCHITECT'S knowledge, information and belief completed in substantial accordance with drawings and specifications.
- (l) At the completion of the project and before final payment is made to the General Contractor, the ARCHITECT shall review "record drawings" produced by the General Contractor. It is

the intent of COUNTY that said record drawings adequately and accurately record the documented changes occurring during construction of the project. The General Contractor shall bear responsibility for the accuracy of the Record Drawings. COUNTY shall provide ARCHITECT with all necessary information so that ARCHITECT may review and respond with his opinion as to the accuracy of the documents.

- (m) The extent of 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.

E. Additional Services

- (1) If ARCHITECT is requested to provide additional services at any stage of the PROJECT development, COUNTY shall issue a written work order, and ARCHITECT shall be compensated as set forth in Section 2 hereof.
- (2) In addition to services specified elsewhere in this Agreement, ARCHITECT shall receive additional compensation as set forth in Section 2 hereof, for the following additional services.
 - (a) Revisions of previously approved drawings and/or specifications which incur cost to ARCHITECT, and which are the result of action by COUNTY, are not otherwise the ARCHITECT's responsibility pursuant to this Agreement.
 - (b) The selection by the ARCHITECT at the COUNTY's request of movable furniture, equipment, or articles which are not included in the construction contract.
 - (c) Making revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or
 - (d) Providing services in connection with evaluating substitutions proposed by the General Contractor and making subsequent

revisions to Drawings, Specifications and other documentation resulting therefrom.

- (e) Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
- (f) Providing services made necessary by the default of the General Contractor, by major defects or deficiencies in the Work of the General Contractor, or by failure of performance of either the COUNTY or General Contractor under the Contract for Construction.
- (g) Providing services in evaluating an extensive number of claims or requests for information submitted by the General Contractor or others in connection with the Work.
- (h) Providing services relative to future facilities, systems and equipment.
- (i) Providing services to verify the accuracy of drawings or other information furnished by the COUNTY.
- (j) Providing coordination of construction performed by separate Contractors or by the COUNTIES own forces and coordination of services required in connection with construction performed and equipment supplied by the COUNTY.
- (k) Providing services in connection with the work of a construction manager or separate consultants retained by the COUNTY.
- (l) Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- (m) Providing services after issuance to the COUNTY of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

- (n) Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the PROJECT provided as a part of Basic Services.
- (o) Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

F. Counties Responsibilities

- (1) The COUNTY shall designate a representative authorized to act on the COUNTY'S behalf with respect to the PROJECT. The COUNTY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT in order to avoid unreasonable delay in the orderly and sequential progress of the ARCHITECT'S services.
- (2) The COUNTY shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. As all the information on the survey shall be referenced to a PROJECT benchmark.
- (3) The COUNTY shall furnish the services of geotechnical engineers when such services are requested by the ARCHITECT. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- (4) The COUNTY shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required

by law or the Contract Documents.

- (5) The services, information, surveys and reports required by Paragraphs F(2) through F(4) shall be furnished at the COUNTY'S expense, and the ARCHITECT shall be entitled to rely upon the accuracy and completeness thereof.
- (6) Prompt written notice shall be given by the COUNTY to the ARCHITECT if the COUNTY becomes aware of any fault or defect in the PROJECT or nonconformance with the Contract Documents.
- (7) The COUNTY shall not request certifications that would require knowledge or services beyond the scope of this Agreement.
- (8) The COUNTY will withhold payments to the General Contractor if required to provide compensation to the ARCHITECT for ARCHITECT'S Additional Services necessitated or caused by the actions or default of the General Contractor, by major defects or deficiencies in the work of the General Contractor, by failure of performance by the General Contractor under the Contract for Construction or by submittal of excessive claims, proposals, or requests for information.

G. Miscellaneous Provisions

- (1) The ARCHITECT and ARCHITECT'S consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the construction site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- (2) It is understood by COUNTY and ARCHITECT that during the program planning phase of the project options will be considered which may expand the project to include features not currently identified in the scope of work. Features of this nature may include additional space for future expansion. It is agreed that these considerations will be included in the programming phase at no additional expense. Should additional features of this nature be included in the schematic design phase and design development phase the contract shall be amended to compensate for the additional design services.

2. COMPENSATION. In consideration for ARCHITECT accomplishing said result, COUNTY agrees to pay ARCHITECT for services to complete Part I as follows:

- A. Basic Compensation: The maximum basic compensation payable to ARCHITECT pursuant to this Agreement for Part I shall be the sum of \$107,369 payable in progress payments as set forth in Paragraph B. Additional compensation and reimbursable expenses are in addition to the maximum basic compensation.
- B. Progress Payments: Payments for services rendered pursuant to this Agreement shall be made monthly as set forth below and shall be in proportion to services completed, but shall not exceed the following amounts attributable to each phase of the PROJECT.

	<u>\$ Amount</u>
Completion of Program Planning	\$ 6,400
Completion of Schematic Drawings	\$38,588
Completion of Design Development Documents	\$57,881
Reimbursable Expenses	<u>\$ 4,500</u>
Total	\$107,369

Monthly progress payments shall not exceed 90% of the maximum compensation for each phase. The final 10% payment for the phase shall become due upon approval by the COUNTY of that phase.

Expenses will be paid upon invoice with each progress payment. Any unused expense account funds shall revert to COUNTY. COUNTY will periodically review account and make adjustments, if needed.

- C. Additional Comoensation

- (1) The fees for additional compensation, when authorized by this Agreement, shall be at the rates as set forth on Exhibit "B" hereto, incorporated herein by the reference, or as agreed to between ARCHITECT and COUNTY as a lump sum amount for each additional service required.
- (2) No additional compensation shall be paid without a contract

amendment approved by the COUNTY.

D. Reimbursable Expenses

Reimbursable expenses are in addition to the Compensation of Basic and Additional Services and are limited to the actual out-of-pocket expenditures made by ARCHITECT for the expenses as reflected on an invoice or other proof of expenditure.

The parties intend that the Basic Compensation shall include all incidental expenses associated with performing the Basic Services, excluding those cost categories specified in the ARCHITECT's Fee Proposal referenced in Exhibit A. Therefore, no reimbursable expense claim shall be made for expenses arising from the performance of the Basic Services, without prior written approval by the COUNTY.

When additional services are authorized for compensation at the rates specified on Exhibit B, reimbursable expenses are authorized, as defined in this section. Lump sum Additional Services compensation shall include all Reimbursable Expenses unless otherwise authorized by the COUNTY.

E. Compensation in Event of Termination

- (1) In the event of termination not the fault of the ARCHITECT, the ARCHITECT shall be compensated for all services performed to termination date, together with Reimbursable expenses then due and compensation for additional services approved and completed less amounts paid to date. No additional payment will be made to ARCHITECT other than for actual services completed as described above. The amount of such compensation shall not exceed the amount payable at the completion of the phase during which the termination occurred.

The rates for such compensation shall be as specified in Exhibit A.

F. Method and Time of Payment of Compensation

- (1) Submission of Claims: Monthly, ARCHITECT shall submit for compensation for services rendered to date, including basic compensation limited to the amount set forth in Paragraph 2-A, and previously authorized Additional Compensation and/or Reimbursable Expenses, if any. Said claims shall be submitted no later than the

seventh (7th) of the month following the month during which the claimed compensation was earned.

- (2) Claims Forms: ARCHITECT shall submit requests for payments with reasonable verification as required by COUNTY to support said claim.
- (3) Claims Approval: Said claims shall be submitted jointly to the COUNTY General Services Department Construction Administrator and Project Manager who shall take such steps as are necessary to verify the claim's accuracy, and recommend it for payment if accurate and authorized by this Agreement.
- (4) Claims Payment: COUNTY shall make every reasonable effort to pay all approved claims with 30 days of receipt of complete and accurate claims.

G. ARCHITECT's Accounting Records

- (1) Records of Reimbursable Expenses and expenses pertaining to Additional Service shall be available to the COUNTY or the COUNTY's authorized representative during regular business hours.

- 3. **TERM.** The term of this contract shall be: January 12, 1999 to Completion of phase I.
- 4. **TERMINATION.** This Agreement may be terminated by either party upon not less than 30 days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

This Agreement may be terminated at the COUNTY's sole discretion upon not less than 30 days written notice to the ARCHITECT and payment of fees specified in Subparagraph 2B.

Upon termination of this Agreement or suspension of work by either COUNTY or ARCHITECT, ARCHITECT shall furnish to COUNTY before further payment by COUNTY all documents and drawings prepared under this Agreement, whether complete or incomplete. Such documents and designs shall become COUNTY's exclusive property, free of claim or encumbrance by ARCHITECT.

- 5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARCHITECT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, the ARCHITECT'S performance under the terms of this Agreement to the extent that the above are caused by the negligent acts, errors, or omission of the ARCHITECT, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of ARCHITECT and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARCHITECT and ARCHITECT'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** ARCHITECT, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of ARCHITECT'S insurance coverage and shall not contribute to it.

If ARCHITECT utilizes one or more sub contractor's in the performance of this Agreement, ARCHITECT shall obtain and maintain Independent contractors Insurance as to each sub contractor or otherwise provide evidence of insurance coverage for each sub contractor equivalent to that required of ARCHITECT in this Agreement, unless ARCHITECT and COUNTY both initial here - / -.

A. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the ARCHITECT has no employees and certifies to this fact by initialing here _____
- (2) Automobile Liability Insurance for each of ARCHITECT'S vehicles used in the performance of this Agreement, including owned, non-

owned (e.g. owned by ARCHITECT'S employees), leased or hired vehicles, if ARCHITECT owns or leases any autos, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by ARCHITECT is not a material part of performance of this Agreement and ARCHITECT and COUNTY both certify to this fact by initialing here _____ / _____

- (3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- (4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by ARCHITECT and COUNTY _____ / _____.

During the entire term of this Agreement, ARCHITECT shall obtain and maintain in full force and effect, professional errors and omissions liability insurance, which shall include the following provision:

Extended Claim Coverage: ARCHITECT shall endeavor to obtain insurance that embodies an extended claims period of no less than one year following completion of this Agreement. In the event ARCHITECT fails to provide such insurance or to pay premiums thereon for the period required following completion of this Agreement, COUNTY shall have the right to pay such premiums as are reasonable and commercially available, on behalf of ARCHITECT and to deduct the costs thereof from any sums then owing to ARCHITECT.

B. Other Insurance Provisions

- (1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, ARCHITECT agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. ARCHITECT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post

agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- (2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

- (3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
General Services Department
701 Ocean Street, Room 330
Santa Cruz, CA 95060
Attn: Roy Holmberg

- (4) ARCHITECT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County
General Services Department
701 Ocean Street, Room 330
Santa Cruz, CA 95060
Attn: Roy Holmberg

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, ARCHITECT agrees as follows:

- A. The ARCHITECT shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The ARCHITECT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

- B. If this Agreement provides compensation in excess of \$50,000 to ARCHITECT and if ARCHITECT employs fifteen (15) or more employees, the following requirements shall apply:
 - (1) The ARCHITECT shall, in all solicitations or advertisements for employees placed by or on behalf of the ARCHITECT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the ARCHITECT shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in ARCHITECT's solicitation of goods and services. Definitions for Minority/ Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

 - (2) The ARCHITECT shall furnish County Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

 - (3) In the event of the ARCHITECT's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules,

regulations, or orders said ARCHITECT may be declared ineligible for further agreements with the COUNTY.

- (4) The ARCHITECT shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a sub contractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 8. INDEPENDENT CONTRACTOR STATUS. ARCHITECT and COUNTY have reviewed and considered the principal test and secondary factors below and agree that ARCHITECT is an independent contractor and not an employee of COUNTY. ARCHITECT is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. ARCHITECT is not entitled to any employee benefits. COUNTY agrees that ARCHITECT shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The ARCHITECT rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) ARCHITECT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by ARCHITECT is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The ARCHITECT rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which ARCHITECT is engaged is of limited duration rather than indefinite; (g) The method of payment of ARCHITECT is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) ARCHITECT and COUNTY believe they are creating an independent ARCHITECT relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that ARCHITECT is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his

or her considered judgment that the ARCHITECT engaged under this Agreement is in fact an independent contractor.

9. **NONASSIGNMENT.** ARCHITECT shall not assign this Agreement without the prior written consent of the COUNTY.
10. **RETENTION AND AUDIT OF RECORDS.** ARCHITECT shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. ARCHITECT hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
12. **PERSONNEL**
 - A. **Personnel:** ARCHITECT shall assign only competent personnel to perform services pursuant to this Agreement. Such personnel shall be those persons identified in the proposal submitted to the County. The County reserves the right to approve any substitutions of such personnel.
 - B. **Supervision of Employees:** All work or services performed by ARCHITECT or his firm or corporation shall be by or under the direct supervision of registered security designers, architects and/or engineers.
13. **STANDARDS OF PERFORMANCE**
 - A. **Professional Qualifications:** ARCHITECT shall be professionally qualified to perform the work to be done under this contract. COUNTY, not being skilled in such matters, relies upon the qualifications of ARCHITECT to do and perform the work in a professional manner and the acceptance of work by the COUNTY does not operate as a release of said ARCHITECT from responsibility to so perform the work.
 - B. **Licenses:** ARCHITECT shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever

nature which are legally required for ARCHITECT to practice the profession or to perform the expert professional services required in this Agreement.

- C. Compliance with Laws: ARCHITECT shall exercise due professional care to comply with all applicable Federal, State and local laws ordinances, regulations and permits in the performance of this Agreement and in the resulting designs, including requirements of the California Administrative Codes including Titles 15, 19 and 24.
- D. Standards of Performance: ARCHITECT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which ARCHITECT is engaged. All work products of whatsoever nature which ARCHITECT delivers to COUNTY pursuant to this Agreement shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in the ARCHITECT's profession.

14. MISCELLANEOUS PROVISIONS

- A. Meaning of Terms: Terms in the Agreement are intended and shall be construed as having the same meaning as those terms have in the general conditions of the Contract for Construction to be prepared by the COUNTY and submitted to interested bidders during the Bidding Phase of the PROJECT.
- B. Reuse of Plans:
 - (1) In the event COUNTY desires to reuse the plans in total or in part on this or any other site, or if COUNTY desires to complete any uncompleted portion of the PROJECT, ARCHITECT shall be relieved of all responsibility for and indemnified by the COUNTY the construction resulting from such reuse unless COUNTY enters into an Agreement with ARCHITECT for services in connection therewith.
 - (2) ARCHITECT shall not be entitled to any fees for such use of plans unless COUNTY enters into an Agreement with ARCHITECT for services in connection therewith.
- C. Conflict of Interest
 - (1) ARCHITECT agrees at all times in performance of this Agreement to 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 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

- (2) ARCHITECT agrees that if any facts come to his attention which raise any questions as to the applicability of this law, he will immediately inform the Contract Administrator and provide all information needed for resolution of the question.
- (3) Without limitation of the covenants in subparagraphs (1) and (2), ARCHITECT is admonished hereby as follows:

These statutes, regulations and laws include, but are not limited to, a prohibition against any public officer, including ARCHITECT for this purpose, from making any decision on behalf of 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 the potential to confer any pecuniary benefit on ARCHITECT or any business firm in which ARCHITECT has an interest of any type, with certain narrow exceptions.

- D. Contract Administration: The Contract Administration shall be as specified in the General Conditions, the COUNTY General Services Department or authorized representative. S/He shall represent COUNTY in all matters pertaining to the services to be rendered under this contract except when approval is specifically required by the Board of Supervisors.
- E. Authority of COUNTY: This Agreement shall not be considered as giving exclusive authority to ARCHITECT for performing all 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 professional services outlined in this Agreement without liability or obligation to ARCHITECT. If COUNTY elects to do so, COUNTY shall give its prior written notice to ARCHITECT of the election.
- F. Notices: Any notice, demands, request, consent approval or communication that 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. Any such writing shall be addressed as follows:

COUNTY

County General Services Department
701 Ocean Street Room 330
Santa Cruz, CA 95060

ARCHITECT

Jerome Kasavan Associates
680 E. Romie Lane
Salinas, CA 93901

15. EXTENT OF AGREEMENT/WAIVER

- A. This Agreement represents the entire and integrated agreement between the COUNTY and the ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both COUNTY and ARCHITECT.
- B. Waiver: The waiver by the COUNTY or the ARCHITECT or any of their officers or employees of or the failure of the COUNTY or the ARCHITECT or any of their officers or employees to take action with respect to, any right conferred by, or any breach of any 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 of any other terms, covenant, or condition of this Agreement.
- C. All provisions of this Agreement shall be construed to be both conditions and covenants.
- D. No Alteration: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein shall be binding on any of the parties hereto.

16. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

Exhibit A - ARCHITECT's Proposal & Scope of Work

Exhibit B - ARCHITECT's Fee Breakdown

By Reference: County's RFP and for informational purposes the ARCHITECT's Response dated 10/7/98

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

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JEROME KASAVAN ASSOCIATES

COUNTY OF SANTA CRUZ

By:

ARCHITECT

1-5-99

880 E. Romie Lane
Salinas, CA 93901

By:

Director, General Services

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:

By:

Risk Management

1-5-99

By:

County Counsel

DISTRIBUTION:

County Administrative Office
Courts
ARCHITECT
Auditor-Controller

General Services
County Counsel
Risk Management
Teall Messer, Architect



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RECEIVED
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 COUNTY OF SANTA CRUZ

December 29, 1998

Roy Holmberg
 Director of General Services
 County of Santa Cruz - Governmental Center
 701 Ocean Street, Room 330
 Santa Cruz, CA 950604073

PROJECT: Santa Cruz County Courts Expansion

Dear Mr. Hoimberg:

This proposal is for Architectural and Engineering fees for the subject project.

Scope of Project:

Expansion of existing County Courts Facility to include:

- 9 Two (2) New Courtrooms
- 9 Jury Assembly Area
- 9 Men and Women's Restrooms
- 9 Two (2) Judges Chambers
- 9 One (1) Jury Deliberation Room
- 9 Court Reporters Offices for the Two (2) New Courts
- 9 Jury Commissioners Office
- 9 File Storage
- 9 Child Waiting Area
- 9 Revisions to Existing Point of Entry and Security Measures at this Point of Entry

Scope of Services:

Professional services for Part I and proposed fees are as follows:

- | | |
|----------------------------|-----------|
| 9 Program Planning phase | \$ 6,400 |
| 9 Schematic Design phase | \$ 38,588 |
| 9 Design Development phase | \$ 57,881 |
| 9 Other Expenses | \$ 4,500 |
- Preliminary Presentation Renderings (Elevations)
 - Presentation to Board
 - Printing
 - Telephone, Fax, Email
 - Mileage
 - Postage, Shipping, Delivery

Services for Part II will be provided under a separate agreement.

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Exclusions:

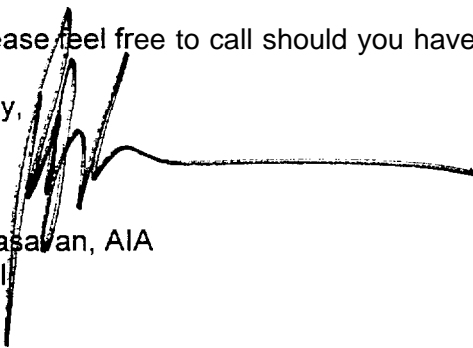
Among the efforts excluded from the scope of work are the following:

- 9 Geotechnical Services (soils report)
- 9 Site Surveys
- 9 Civil Engineering
- 9 Off-Site Design
- 9 Part II Services:
 - Construction Documents
 - Bid Phase Services
 - Construction Phase Services
- 9 Hazardous Materials Tests, Reports, Mitigation
- 9 Public Meetings Not Noted Above
- 9 Perspective Renderings
- 9 Other Efforts Not Noted Above

I am still in the process of reviewing the contract language and hope to discuss this with you soon.

Roy, please feel free to call should you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Kasavan', with a long horizontal flourish extending to the right.

Peter Kasavan, AIA
Principal

Rate Schedule & Terms

Rate Schedule for Jerome Kasavan Associates is effective January 1, 1998.

Principal Architect	\$105.00	Designer/Architect	\$65.00
Senior Project Manager/Architect	\$90.00	CADD/Draftperson I	\$60.00
Project Manager/Architect	\$85.00	CADD/Draftperson II	\$50.00
Project Manager/Designer	\$75.00	Clerical	\$40.00
Senior Designer	\$70.00		

Reimbursable Expenses

Other direct costs such as sub-contractor fees, travel expenses and subsistence, mileage, telephone, facsimile, postage, shipping, and copy charges will be billed at cost plus 15 percent.