

**MASTER AGREEMENT**

This Master Agreement ("Agreement") is made and entered into this 24<sup>th</sup> day of August, 2021 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and each consultant listed in Attachment A, attached hereto and by this reference incorporated herein, hereinafter referred to individually as "CONSULTANT" and collectively as "CONSULTANTS", and such additional CONSULTANTS as may, from time to time during the term of the Agreement, be added by County.

WITNESSETH:

WHEREAS, the COUNTY has a need to contract with multiple consultant architects to assist the COUNTY Facility Services Manager or his/her designated COUNTY Project Manager in completing various projects and advanced planning for future projects in the COUNTY's Facility Services Division and other COUNTY projects;

WHEREAS, consistent with COUNTY Ordinance Code Chapter 4.10 and the Board of Supervisors' adopted policy governing the selection of architects, engineers, and other professionals, a selection committee selected CONSULTANTS to provide the County with Architectural services for the COUNTY's projects;

WHEREAS, the COUNTY Facility Services Manager or his/her designated COUNTY Project Manager ("Facility Services Manager"), shall administer this Agreement;

WHEREAS, the professional Architectural services of the CONSULTANTS may be utilized by the Facility Services Division;

WHEREAS, staffing levels of COUNTY personnel may not be sufficient to perform Architectural services for all projects;

WHEREAS, said CONSULTANTS represent that they are qualified and willing to perform Architectural services; and

WHEREAS the COUNTY hereby contracts with the CONSULTANTS as independent contractors to provide Architectural services as described herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1           1.     OBLIGATIONS OF THE CONSULTANT

2                   A.     Description of Work

3           The work covered in this Agreement is for all or a portion of the services enumerated under this  
4 Section I for various projects on an as needed basis. The CONSULTANT agrees to provide the  
5 professional services that are necessary for each project when expressly authorized in writing by the  
6 Facility Services Manager.

7           CONSULTANTS agree that their inclusion on Exhibit A does not constitute a guarantee or  
8 promise that any CONSULTANT shall provide any certain amount of work or services to the COUNTY  
9 under this Agreement. By executing a signature page, each CONSULTANT becomes a signatory to this  
10 Agreement, and agrees that it is party to this Agreement with the COUNTY and is bound by its terms.

11           No work by CONSULTANT shall begin until CONSULTANT has received a written Notice to  
12 Proceed from COUNTY authorizing the necessary project services, the agreed upon not-to-exceed fee  
13 for the project in accordance with the approved hourly fee schedule, attached as Attachment B and  
14 incorporated by this reference, and the agreed-upon scope of work for the project. All submittals of  
15 documents associated with the project by CONSULTANT will be made in both hard copy and electronic  
16 format.

17           Throughout the term of this Agreement, CONSULTANT shall collaborate and partner with the  
18 COUNTY and other project participants in the interest of maintaining the project budget and schedule  
19 and minimizing claims. Partnering may be instituted during design and/or during construction phases.  
20 The scope of project will determine the level of partnering to be implemented. Collaboration sessions  
21 shall be attended by all associated project and executive level staff requested by COUNTY, at no  
22 additional cost to COUNTY. All collaborative sessions are to be conducted at the Facility Services  
23 Building located at 4590 E. Kings Canyon, Fresno, CA 93702, although the location of any collaborative  
24 session(s) is subject to change upon notice by COUNTY.

25                   B.     Consultant Services

26                           i.   Phase 1 – Programming and Schematic Design:

27                           The CONSULTANT shall for each project:  
28

1                   1)     Ascertain the project requirements through a meeting with the  
2 Facility Services Manager and a review of an existing schematic layout of each project, if  
3 such layout is available.

4                   2)     Confirm existing building systems, including electrical, mechanical,  
5 plumbing, communications, telephones, and computers through visual observations,  
6 review of record documents, and discussions with the Facility Services Manager as  
7 appropriate for each specific project. CONSULTANT shall not be responsible for  
8 unknown conditions that could not be reasonably identified through the methods  
9 described herein. Note: COUNTY's floorplans provided to CONSULTANT may not show  
10 all of the exact wall locations and functions indicated on those plans.

11                  3)     Meet with COUNTY staff every two (2) weeks, or more often, if  
12 necessary, to review the progress of the project. CONSULTANT shall prepare brief  
13 minutes of meetings conducted. The minutes, including any direction provided by the  
14 COUNTY, shall be provided at least four (4) days in advance of the next progress  
15 meeting. Meet with the Board of State and Community Corrections ("BSCC"), California  
16 State Fire Marshall ("CSFM"), and/or local or other jurisdictional building officials, as  
17 appropriate for the specific project, to review the applicable building, seismic, and health  
18 codes and to confirm compliance with all code requirements applicable to the project.

19                  4)     Prepare a schematic design consisting of exterior elevations, site  
20 plans, and floor plans, with square footage and rough dimensions, and illustrate the  
21 function of the rooms.

22                  5)     Analyze and show on a floor plan room locations and interior  
23 circulation patterns. More than one proposed floor plan may be required.

24                  6)     Prepare a furniture and equipment layout for the user Department.

25                  7)     Prepare and submit an opinion of probable construction cost  
26 identifying significant area and system components of the project. The opinion of  
27 probable construction cost shall be submitted in the "Construction Specifications  
28

1 Institute/Uniform Construction Index" ("CSI/UCI") format, and shall identify design  
2 contingency and escalation amounts to the mid-point of the proposed construction period.

3 8) Monitor and keep COUNTY informed regarding the impact of  
4 design issues on the project budget. Upon the request of the COUNTY, CONSULTANT  
5 shall incorporate into the design such reasonable changes as the COUNTY deems  
6 appropriate, as a result of the COUNTY's review process and impact on the budget or  
7 opinion of probable construction cost. If CONSULTANT disagrees with the COUNTY's  
8 request, such disagreement must be registered in writing, and the COUNTY will attempt  
9 to reconcile such disagreement. If it is impossible to make a reconciliation, the written  
10 disagreement will become a part of the project's record. However, CONSULTANT shall  
11 then comply with the COUNTY's request.

12 9) Submit and review with the COUNTY in a meeting ten (10) copies  
13 of the final schematic design. The ten (10) copies shall be submitted seven (7) business  
14 days prior to the meeting. Schematic design plans submitted for review may be 11" x 17".

15 10) Modify or delete portions of the proposed construction work or  
16 reduce program space at the request of the COUNTY if the schematic opinion of  
17 probable construction cost indicates increases in costs above the project budget.  
18 CONSULTANT shall adhere to any such modifications in the preparation and completion  
19 of the schematic plans, opinion of probable construction cost and specifications in work  
20 performed under Phase 1.

21 11) Continue to incorporate into the design development phase of  
22 CONSULTANT's work, the changes required from project approval of the schematic  
23 design only if COUNTY expressly authorizes CONSULTANT in writing to proceed to the  
24 next phase.

25 12) COUNTY shall contact CONTRACTORS via telephone and/or  
26 email when services are needed. The final cost and time estimates shall be in writing.  
27 Selection shall be based on the combination of overall cost and the response/timeframe  
28 estimate provided by the CONTRACTORS, which, in the sole opinion of the COUNTY,

1 offers the best value for the COUNTY. Each CONTRACTOR must use its respective  
2 pricing provided in Attachment C, which is attached and incorporated by reference. The  
3 service start and end dates must be approved and authorized in writing by the County  
4 Representative(s) prior to commencement of any work. These periods may be extended  
5 at the sole discretion of the County Representative(s).

6 13) The ISD Director/CIO reserves the right at any time during the term  
7 of this Master Agreement to add new CONTRACTORS to those listed in Attachment A,  
8 on behalf of the Board of Supervisors. It is understood any such additions may be made  
9 by COUNTY without notice to or approval of the other CONTRACTORS under this  
10 Master Agreement. Any such contractors added must submit a response to RFQ No. 17-  
11 050 that is acceptable to COUNTY. CONTRACTORS also agree that inclusion on  
12 Attachment A does not constitute a guarantee or promise that any CONTRACTOR shall  
13 provide any certain amount of work or services to COUNTY under this Master  
14 Agreement. Each CONTRACTOR understands that any such addition will not affect their  
15 compensation. These same provisions apply to the termination of any CONTRACTOR  
16 listed in Attachment A. By executing a signature page, each CONTRACTOR becomes a  
17 signatory to this Master Agreement, and agrees that it is party to this Master Agreement  
18 with the COUNTY, and is bound by its terms.

19 ii. Phase 2 – Design Development

20 1) Prepare, in this or subsequent work, plans of the site or plot plans  
21 suitable for the Site Plan Review process.

22 2) Prepare, in this or subsequent work, floor plans, site plans, interior  
23 elevations and details suitable to submit to the Division of State Architect for Accessible  
24 Compliance review only.

25 3) Provide, in this or subsequent phase of his work, all data  
26 necessary to comply with all City and County permits and land use requirements.

27 4) Review the progress and content of the drawings and cost  
28 estimate every two (2) weeks in meetings with the COUNTY, and prepare brief minutes

1           thereof. CONSULTANT must monitor and keep COUNTY informed regarding the impact  
2           of design issues on the project budget. Upon the request of the COUNTY,  
3           CONSULTANT shall incorporate into the design such reasonable design and operations  
4           changes as the COUNTY deems appropriate as a result of the COUNTY's review  
5           processes and impact on the project budget or opinion of probable construction cost. If  
6           CONSULTANT disagrees with the COUNTY's request, such disagreement must be  
7           registered in writing, and the COUNTY will attempt to reconcile such disagreement. If it is  
8           impossible to make reconciliation, the written disagreement will become part of the  
9           project's record. However, CONSULTANT shall then comply with the COUNTY's request.

10                       5)       Prepare the design development drawings on 24" x 36" or larger  
11                       sheets, and opinion of probable construction costs and preliminary specifications on  
12                       8 ½" x 11" pages. The preliminary design shall consist of floor plans, exterior elevations,  
13                       cross sections and interior elevations, landscaping plan, site and plot plans and other  
14                       drawings drawn to scale, and showing the locations of walls, doors, windows, equipment  
15                       fixtures, and other necessary items together with the requirements for the electrical,  
16                       heating, plumbing, air conditioning, and other work necessary to complete the project.  
17                       Construction structural framing and finish materials shall be clearly identified on design  
18                       development drawings.

19                       6)       Prepare a detailed design development opinion of probable  
20                       construction cost, which shall identify the construction components, building systems,  
21                       and requirements of the project.

22                               a)       The opinion of probable construction cost shall be projected to the  
23                               midpoint of the probable construction period, and include material and labor unit costs,  
24                               overhead, profit, insurance, taxes, general requirements, supervision, and difficulty  
25                               factors, and be organized in the CSI Unifomat or Masterformat.

26                               b)       The opinion of probable construction cost shall identify escalation  
27                               and design contingency amounts, which must be approved in writing by COUNTY.  
28

1                   7)     Submit originals to COUNTY for reproduction in quantities  
2 necessary for project review of the completed design development plans, specifications,  
3 and opinion of probable construction cost. This design development submittal shall also  
4 include the fixture costs for all pieces of equipment included in the design.  
5 CONSULTANT shall meet as necessary with the COUNTY to identify and explain in  
6 detail all elements included in the design development document requirements as  
7 outlined herein, or meet as necessary to fully explain design scope and obtain  
8 COUNTY's approval thereof.

9                   8)     Review and confirm with COUNTY staff the construction budget.

10                  9)     Delete portions of the proposed construction work or change  
11 materials and equipment at the request of the COUNTY if the preliminary opinion of  
12 probable construction cost exceeds the construction budget. The CONSULTANT shall  
13 adhere to any such modifications in the preparation and completion of preliminary plans,  
14 opinion of probable construction cost, and specifications in this Phase.

15                  10)    Continue to incorporate into the design in the succeeding phases  
16 of the CONSULTANT's work the changes identified from project approval of the design  
17 development (preliminary design) and proceed with the next phase only if expressly  
18 authorized in writing by COUNTY.

19                  11)    At the completion of the Phase 2 – Design Development, submit  
20 drawings to Facility Services Manager for Site Plan Review and if required, submit  
21 accessible compliance drawings to the Division of State Architect.

22                  iii. Phase 3 – Construction Documents

23                  1)     Prepare the final working drawings from the design development  
24 drawings as modified by the COUNTY, on 24" by 36" sheets or larger, and technical  
25 specifications on 8-1/2" by 11" pages, setting forth in detail the work to be done, the  
26 materials, workmanship, finishes, and equipment required for the architectural, structural,  
27 mechanical, electrical, communications, and other components of construction necessary  
28

1 to provide the COUNTY a complete and functional project for its intended purpose within  
2 the requirements of this Agreement.

3 2) Monitor and keep COUNTY informed regarding the impact of  
4 design issues on the project budget. Upon the request of the COUNTY, CONSULTANT  
5 shall incorporate into the design such reasonable changes, as the COUNTY deems  
6 appropriate, as a result of the COUNTY's review processes and impact on the project  
7 budget or opinion of probable construction cost.

8 3) Submit to the COUNTY the projected and final construction opinion  
9 of probable construction cost organized in the CSI Masterformat for the base bid work  
10 and alternate bid items. The opinion of probable construction cost shall be projected to  
11 the midpoint of the scheduled construction period to be scheduled by the COUNTY.  
12 Differences between the design development and final opinion of probable construction  
13 cost shall be explained in writing.

14 4) Verify the reasonableness of the estimated construction period for  
15 construction contract bidding purposes as provided by the COUNTY, and identify long  
16 delivery items of materials and equipment that will impact the length of the construction  
17 contract.

18 5) If required for the construction of a specific project, propose, and  
19 submit a recommended testing and inspection list for materials identifying type, quantity,  
20 frequency, schedule, and cost estimate of tests to be performed by an independent  
21 testing firm during construction.

22 6) Submit progress originals and final originals of the plans,  
23 specifications, calculations, and opinion of probable construction cost for reproduction by  
24 the COUNTY. Submit four (4) copies of structural calculations.

25 7) If required, submit additional copies of the completed plans,  
26 calculations, and specifications to the COUNTY for transmittal to CSFM and BSCC and  
27 applicable plan check agencies in building, seismic, and health code compliance,  
28 accessibility, and approval as applicable for each project.

1                   8)     For projects requiring building permits to be issued by the County  
2 of Fresno Public Works and Planning, Development Services Division, submit three (3)  
3 sets of the completed plans and calculations for plan check. The CONSULTANT shall be  
4 responsible for supplying all supporting documentation required to obtain all permits as  
5 directed by Fresno County Development Services. It is the intent that the CONSULTANT  
6 shall be responsible to provide and process all drawings and data required to issue  
7 permits and approvals by Federal, State, County, City and/or any other Government or  
8 Utility Company approvals. Review and/or permit fees shall be reimbursed to the  
9 CONSULTANT on a dollar-for-dollar basis with no mark-up. Fresno County Development  
10 Services fees, Division of State Architect fees and Pacific Gas and Electric fees shall be  
11 paid for directly by COUNTY.

12                   9)     If required by approval agencies, such as the CSFM, for the  
13 construction of each project, submit to the COUNTY using the appropriate agency forms,  
14 project background information and recommended testing and inspection list for materials  
15 to be used for each project, identifying type, quantity, frequency, and schedule.

16                   10)    Modify plans as required to obtain plan check approval.

17                   iv. Phase 4 – Construction Observation

18                   1)     Attend the preconstruction conference scheduled by the COUNTY.

19                   2)     Provide construction observation, including, but not limited to:

20                   a)     Making recommendations to the COUNTY on all claims of the  
21 COUNTY or Construction Contractor (“CONTRACTOR”) and all other matters relating to  
22 the execution and progress of work, including interpretation of the CONSULTANT’s  
23 design documents.

24                   b)     Except for color boards, within seven (7) working days of  
25 COUNTY’s request, reviewing and making recommendations for samples, schedules,  
26 shop drawings, and other submissions for general conformance with the design concept  
27 of the project, and for general compliance with the plans and specifications and  
28 information provided by the CONSULTANT’s contract documents.

1 c) Within two (2) working days of COUNTY's Request for Information  
2 ("RFI"), respond to the COUNTY Project Manager or CONTRACTOR, through the  
3 COUNTY Project Manager, with information and/or drawings needed from  
4 CONSULTANT in order to clarify the intent of the construction contract plans and  
5 specifications of the project. CONSULTANT shall review CONTRACTOR's cost  
6 proposals for all change orders associated with any additional work as may be necessary  
7 by the RFI clarifications.

8 d) Recommending and assisting in the preparation of necessary  
9 change orders, with supporting documentation, calculations, and opinions of probable  
10 construction cost, for review and issuance of change orders by the COUNTY Project  
11 Manager to obtain appropriate agency acceptance and approval.

12 (1) Drawings and work necessary to delineate the COUNTY's  
13 changes to the construction contract or to make modifications as directed by the  
14 Director of Internal Services/CIO, or COUNTY Facility Services Manager or  
15 designee.

16 (2) Notwithstanding the foregoing, where the change order  
17 arises as a result of an error or omission of the CONSULTANT, the  
18 CONSULTANT shall not be compensated for the time spent or cost incurred in  
19 efforts connected with the correction thereof. In such event, the costs incurred by  
20 COUNTY for rework of installed work shall be assessed upon the  
21 CONSULTANT's contract payments, and a 5-10% hold on project costs until after  
22 the notice of completion by the jurisdiction is finalized.

23 (3) Assist COUNTY, at COUNTY's express, written  
24 authorization, with any claim resolution process involving CONTRACTOR and  
25 COUNTY as specified hereunder, including serving as a witness in connection  
26 with any public hearings or legal proceeding, including dispute resolutions  
27 required by law. The parties recognize that this clause is provided as a means of  
28 expediting resolution claims among the CONTRACTOR, COUNTY and

1 CONSULTANT. However, it is understood the CONTRACTOR is not intended  
2 third party beneficiary of this clause. Compensation for these services under this  
3 subparagraph 1(B)(iv)(2)(d)(3), shall be provided under Section 6(C), "Payment"  
4 of this Agreement, subject to the following:

5 I. COUNTY may believe that CONSULTANT's work under  
6 this Agreement is connected with errors, or omissions, or  
7 problems related to a claim. As a result, and upon notice of  
8 same by COUNTY, CONSULTANT's payment request for  
9 such services shall be held in suspense by COUNTY until  
10 final determination in accordance with Section 9, "Errors or  
11 Omission Claims and Disputes" of this Agreement, or by a  
12 court of law of the proportion that CONSULTANT's fault  
13 bears to the fault of all parties concerned.

14 II. Such amounts held in suspense, pending the final  
15 determination as to the CONSULTANT's proportional fault,  
16 shall not be paid to CONSULTANT. However, the  
17 appropriate percentage of such amount held in suspense  
18 shall be paid to CONSULTANT when, once a final  
19 determination has been made, whether pursuant to Section  
20 9, "Errors or Omission Claims and Disputes" of this  
21 Agreement, or by a court of law, CONSULTANT thereafter  
22 submits a proper invoice to the Facility Services Division,  
23 which then shall evaluate and approve the invoice in  
24 accordance with Section 5(C), "Payments" of this  
25 Agreement.

26 3) At intervals appropriate to the stage of construction, or as  
27 otherwise deemed necessary by CONSULTANT, visit the site of the project as necessary  
28 to become familiar generally with the progress and quality of the work, and to determine

1 that the work is proceeding in general accordance with the contract documents.  
2 CONSULTANT shall not be required to make exhaustive or continuous on-site  
3 inspections but shall give direction to the Construction Inspector as hereinafter more  
4 specifically provided.

5 4) CONSULTANT shall not be responsible for the CONTRACTOR's  
6 failure to carry out the construction work in accordance with the contract documents,  
7 however, CONSULTANT shall immediately advise the COUNTY Representative of any  
8 known or observed deviation from the contract documents. CONSULTANT shall not have  
9 control over or charge of, and shall not be responsible for construction means, methods,  
10 techniques, sequence, or procedure, or for the safety precautions, programs, or  
11 equipment in use of connection with the work, since these are solely the  
12 CONTRACTOR's responsibility under the contract for construction.

13 5) Based on CONSULTANT's visits to the site, CONSULTANT shall  
14 keep the COUNTY informed through written reports as to the progress of the work, shall  
15 advise the COUNTY of defects and deficiencies of the work of contractors, and may  
16 recommend that the COUNTY reject work as failing to conform to the contract  
17 documents.

18 6) Conduct site visits which shall include, but not limited to, on-site  
19 inspections to determine the date of substantial completion and final completion and  
20 issuance of final certificate for payment.

21 7) Conduct testing, or a "project shakedown", and staff orientation for  
22 the completed project.

23 v. Phase 5 – Building Systems, Testing, and Staff Orientation

24 1) At a minimum, twenty (20) working days prior to the completion of  
25 the Project, the CONSULTANT and his/her subconsultants shall begin conduction testing  
26 of all the building's mechanical, plumbing, electrical, and other systems included withing  
27 the design contract.  
28

1                   2)     The CONSULTANT and his/her subconsultants shall develop a  
2 punch-list of items needing completion, repair, or replacement to be delivered to the  
3 COUNTY Project Manager. A minimum of three (3) separate punch-list visits shall be  
4 included.

5                   3)     The CONSULTANT and his/her subconsultants shall conduct a  
6 building maintenance staff orientation and training when the building systems are  
7 deemed complete and in working order by the COUNTY Project Manager.

8                   vi. Phase 6 – Post Construction Services

9                   1)     Review and forward to the COUNTY two (2) copies of Operations  
10 and Maintenance Manuals to be furnished by the CONTRACTOR.

11                  2)     Inform the COUNTY of all written guarantees required of the  
12 CONTRACTOR by the CONSULTANT's technical specifications or special conditions.

13                  3)     Return to COUNTY all plans borrowed from COUNTY to  
14 CONSULTANT.

15                  4)     Require through the construction contract specifications that record  
16 drawings be prepared by the CONTRACTOR and submitted to the COUNTY for  
17 acceptance by the Construction Inspector and CONSULTANT. However, upon  
18 completion of the project, CONSULTANT shall transfer the CONTRACTOR's record  
19 drawing changes onto the CONSULTANT's original drawings. The complete record  
20 drawing set shall remain at all times the property of the COUNTY. Changes shall be  
21 identified by cloud markings and shall identify date of change and its source, such as  
22 from addenda, change order, or clarification. CONSULTANT shall have no responsibility  
23 for the accuracy of information provided, either by the CONTRACTOR or by the  
24 Construction Inspector, for transfer to record drawings.

25                  5)     If construction plans have been prepared with a CAD system,  
26 record drawings in the form of .dxf or .dwg files shall be furnished and delivered to  
27 Facilities Services Division in addition to reproducibles. Such .dxf or .dwg files shall be  
28 furnished on compact disk (CD-ROM).

1                   6)       Participate fully, aligned with and not adverse to the interests of the  
2 COUNTY, upon request, in the early settlement discussions of construction claims  
3 resolution issues. In the event such participation is requested of CONSULTANT,  
4 CONSULTANT shall be paid for such services as provided under the provisions of  
5 Section 5 of this Agreement for this time spent in such participation. All provisions of  
6 subparagraph 1(B)(vi)(2)(d)(3), of this Agreement shall apply to CONSULTANT's  
7 participation in any early settlement discussions required by this Section 1(vi)  
8 CONSULTANT's participation in this process does not preclude the COUNTY's right to  
9 make an error and omissions claim against the CONSULTANT.

10                   7)       No final payment to the CONSULTANT will be issued until the  
11 services of this phase have been performed and errors and omissions attributed to the  
12 CONSULTANT have been resolved.

13       2.       OBLIGATIONS OF COUNTY

14           A.       Compensate the CONSULTANT as provided in this Agreement.

15           B.       Provide a COUNTY Representative who will represent the COUNTY and who will  
16 coordinate with the CONSULTANT as appropriate to facilitate CONSULTANT's performance of its  
17 obligations under this Agreement. The COUNTY Representative will be the Facility Services Manager  
18 during the award of the construction contract, and the COUNTY Project Manager after award of the  
19 construction contract through completion of project by the CONSULTANT. The CONSULTANT shall  
20 communicate and coordinate with the COUNTY Representative who will provide the following services  
21 as appropriate for each project:

22                   i.       Provide basic design layouts and drawing layouts as may be required for  
23 each project unless otherwise agreed by the COUNTY and CONSULTANT.

24                   ii.       Prepare the title sheet for each project's plan unless otherwise agreed in  
25 writing by the COUNTY and CONSULTANT.

26                   iii.       Loan or provide copies of any available building plans to CONSULTANT.

27                   iv.       Examine documents submitted to the COUNTY by the CONSULTANT and  
28 timely render decisions pertaining thereto.

1 v. Provide communication between CONSULTANT and COUNTY officials  
2 and commissions (including user Department).

3 C. Give reasonably prompt consideration to all matters submitted by the CONSULTANT  
4 for approval to the end that there will be no substantial delays in the CONSULTANT's program of work.  
5 Any approval, authorization or request to the CONSULTANT given by the COUNTY will be binding upon  
6 COUNTY under the terms of this Agreement only if it is made in writing and signed on behalf of the  
7 COUNTY by the COUNTY Representative or his/her designee.

8 3. TERM

9 The term of this Agreement shall be for a period of three (3) years, commencing on July 9th,  
10 2021, through and including July 8th, 2023. This Agreement may be extended for two (2) additional  
11 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30)  
12 days prior to the first day of the next twelve (12) month extension period. The Director of Internal  
13 Services/Chief Information Officer or his or her designee is authorized to execute such written approval  
14 on behalf of COUNTY based on CONSULTANT'S satisfactory performance.

15 4. INDIVIDUAL PROJECT TERMS

16 Following the discussion with the COUNTY in Section (B)(i)(12), the CONSULTANT shall submit  
17 for the Facility Services Division Manager or his/her designated representative's approval, a scope of  
18 services for the individual project, the agreed-upon costs for the project, as well as detailed schedules  
19 for the performance of the CONSULTANT's services, which may be adjusted by mutual written  
20 agreement as the projects proceed, and shall include allowances for periods of time required for the  
21 COUNTY's review and approval of submissions by authorities having jurisdiction over the projects. Time  
22 limits established by these schedules approved by Facility Services Division Manager or his/her  
23 designated representative shall not, except as provided in this Agreement, be exceeded by  
24 CONSULTANT.

25 CONSULTANT shall diligently proceed with the agreed scope of services, and shall provide such  
26 services in a timely manner. Failure of the CONSULTANT to meet any deadline listed in the above-  
27 referenced schedules once such failure continues more than seven (7) calendar days past the specified  
28

1 completion date (unless the delay is attributable to the COUNTY or State) is sufficient cause to  
2 immediately terminate this Agreement, at the option of the COUNTY, in accordance with Section 5.

3 5. TERMINATION

4 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided  
5 hereunder, are contingent on the approval of funds by the appropriating government agency. Should  
6 sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated,  
7 at any time without penalty by giving the CONSULTANT thirty (30) days advance written notice.

8 B. Breach of Contract - The COUNTY may immediately suspend or terminate this  
9 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 10 1) An illegal or improper use of funds;
- 11 2) A failure to comply with any term of this Agreement;
- 12 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 13 4) Improperly performed service.

14 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
15 of this Agreement or any default which may then exist on the part of the CONSULTANT. Neither shall such  
16 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.  
17 The COUNTY shall have the right to demand of the CONSULTANT the repayment to the COUNTY of any  
18 funds disbursed to the CONSULTANT under this Agreement, which in the judgment of the COUNTY were  
19 not expended in accordance with the terms of this Agreement. The CONSULTANT shall promptly refund  
20 any such funds upon demand.

21 C. Without Cause - Under circumstances other than those set forth above, this Agreement  
22 may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention to  
23 terminate to CONSULTANT. In the event that the COUNTY terminates this Agreement as to one or  
24 more CONSULTANT(S), this Agreement shall stay in full force and effect as to the remaining  
25 CONSULTANTS. Termination of one or more CONSULTANT(S) from this Agreement shall not  
26 terminate the Agreement as to the remaining CONSULTANT.

27 6. COMPENSATION/INVOICING

28 A. Total Fee

1 Notwithstanding any other provisions in this Agreement, the maximum total compensation  
2 payable under this Agreement shall not exceed two million dollars (\$2,000,000) over the entire potential  
3 five-year term of this Agreement. Fees shall be calculated at the hourly cost rates shown in Attachment  
4 B, and shall not exceed agreed maximums for each phase of a project.

5 The rates listed herein shall remain in effect for the duration of this Agreement. However, at the  
6 request of a CONSULTANT, rates may be renegotiated each year after the first anniversary from the  
7 Effective Date of this Agreement. CONSULTANT's request for annual rate adjustments may not exceed the  
8 adjustment factor listed in the Engineering News Record's Construction Cost Index or the California  
9 Consumer Price Index, as published by the California Department of Industrial Relations for the year,  
10 whichever is lower. The adjusted rates shall be agreed to by both parties in writing.

11 B. Basic Fee

12 Within the maximum total compensation payable under this Agreement not to exceed two million  
13 dollars (\$2,000,000) over the entire potential five-year term of this Agreement, the Basic Fee for each  
14 project shall be as mutually agreed to in writing between the CONSULTANT and the Facility Services  
15 Division Manager or his/her designated representative.

16 All expenses incidental to CONSULTANT's performance of services under Section 1 of this  
17 Agreement shall be borne by CONSULTANT. Incidental expenses include, but may not be limited to,  
18 transportation and travel, postage and courier services, photo and duplicating services, telephone and  
19 facsimile charges, computer storage media, drawing and plotting media, printing of "check print" plans and  
20 plan sets and documents specifically required by the provisions of Section 1 of this Agreement.

21 CONSULTANT shall not add markup percentages or costs to subconsultant's costs or incidental  
22 costs unless expressly authorized in writing by the COUNTY.

23 If the CONSULTANT becomes aware of potential unforeseen expenses that would not be covered  
24 by the Basic Fee agreed to for a project, CONSULTANT shall inform the COUNTY in writing of the extent  
25 and nature of such expenses or services. Upon mutual agreement of the CONSULTANT and the COUNTY  
26 Representative, the scope of work and agreed fee for a project may be amended in writing to cover such  
27 unforeseen expense or cost.

28 C. Payments

1 Progress payments will be made by the COUNTY upon receipt of the CONSULTANT's monthly  
2 invoices and approval by COUNTY thereof based on the COUNTY's evaluation of the completion of the  
3 respective components of the project(s). Invoices shall clearly identify the specific project, the phase of  
4 the project, the percent of the work completed, agreed maximum fee, and description of the work  
5 performed, shall be submitted with the documentation identified below. CONSULTANT shall submit  
6 separate invoices for each phase of each project for work being performed under this Agreement.  
7 CONTRACTOR shall submit monthly invoices referencing the provided contract number electronically to  
8 the designated COUNTY Representative.

9 Unsatisfactory or inaccurate invoices will be returned to the CONSULTANT for correction and  
10 resubmittal. Payment, less retention, will be issued to CONSULTANT within forty-five (45) calendar days  
11 of the date the Auditor-Controller/Treasurer-Tax Collector receives the approved invoice.

12 COUNTY is entitled to, and shall withhold a five percent (5%) retention from the earned  
13 compensation of the CONSULTANT separately for each project. Such retention from earned  
14 compensation may, at the COUNTY'S option, be applied to all phases of the consultant services of a  
15 project to be provided under this Agreement, including those phases completed. The withheld retention  
16 shall be returned by County after the completed and approved final project inspection that is conducted  
17 by the jurisdiction's or building's authority.

#### 18 7. INDEPENDENT CONSULTANT

19 In performance of the work, duties and obligations assumed by CONSULTANT under this  
20 Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of the  
21 CONSULTANT'S officers, agents, and employees will at all times be acting and performing as an  
22 independent CONSULTANT, and shall act in an independent capacity and not as an officer, agent, servant,  
23 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right  
24 to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and  
25 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that  
26 CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

27 CONSULTANT and COUNTY shall comply with all applicable provisions of law and the rules and  
28 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

1 Because of its status as an independent CONSULTANT, CONSULTANT shall have absolutely no  
2 right to employment rights and benefits available to COUNTY employees. CONSULTANT shall be solely  
3 liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.  
4 In addition, CONSULTANT shall be solely responsible and save COUNTY harmless from all matters  
5 relating to payment of CONSULTANT'S employees, including compliance with Social Security withholding  
6 and all other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
7 CONSULTANT may be providing services to others unrelated to the COUNTY or to this Agreement.

8 8. MODIFICATION

9 Any matters of this Agreement may be modified from time to time by the written consent of all the  
10 parties without, in any way, affecting the remainder.

11 9. ERRORS OR OMISSION CLAIMS AND DISPUTES

12 A. Definitions:

13 1) A "Consultant" is a duly licensed Architect or Engineer, or other provider of  
14 professional services, acting as a business entity (owner, partnership, corporation, joint  
15 venture or other business association) in accordance with the terms of an Agreement  
16 with the COUNTY.

17 2) A "Claim" is a demand or assertion by one of the parties seeking, as a matter of  
18 right, adjustment or interpretation of contract terms, payment of money, extension of  
19 time, change orders, or other relief with respect to the terms of the contract. The term  
20 "Claim" also includes other disputes and matters in question between the COUNTY and  
21 CONSULTANT arising out of or relating to the contract. Claims must be made by written  
22 notice. The provisions of Government Code Section 901, et seq., shall apply to every  
23 claim made to COUNTY. The responsibility to substantiate claims shall rest with the  
24 party making the Claim. The term "Claim" also includes any allegation of a neglected  
25 error or omission by the CONSULTANT.

26 B. In the spirit of cooperation between the COUNTY and CONSULTANT, the following  
27 procedures are established in the event of any claim or dispute by COUNTY or CONSULTANT alleging  
28 a negligent error, act, or omission.

1           1)     Claims, disputes or other matters in question between the parties, arising out of or  
2 relating to this Agreement, shall not be to arbitration, but shall be subject to the following  
3 procedures.

4           2)     The Facility Services Manager or his/her designee and CONSULTANT shall meet  
5 and confer and attempt to reach agreement on any dispute, including what damages  
6 have occurred, the measure of damages and what proportion of any damages, if any,  
7 shall be paid by either party. The parties agree to consult and consider the use of  
8 mediation or other form of dispute resolution prior to resorting to litigation.

9           3)     If the COUNTY and CONSULTANT cannot reach agreement under the  
10 immediately preceding paragraph, the disputed issues may, upon concurrence by all  
11 parties, be submitted to a panel of three (3) for a recommended resolution. The  
12 CONSULTANT and the COUNTY shall each select one (1) member of the panel, and  
13 the third member shall be selected by the other panel members. The discovery rights  
14 provided by California Code of Civil Procedure for civil proceedings shall be available  
15 and enforceable to resolve the disputed issues. Either party requesting this dispute  
16 resolution process shall, when invoking the rights to this panel, give to the other party a  
17 notice describing the claims, disputes and other matters in question. Prior to twenty (20)  
18 days before the initial meeting of the panel, both parties shall submit all documents such  
19 party intends to rely upon to resolve such dispute. If it is determined by the panel that  
20 any party has relied on such documentation, but has failed to previously submit such  
21 documentation on a timely basis to the other party, the other party shall be entitled to a  
22 twenty (20) day continuance of such initial meeting of the panel. The decision by the  
23 panel is not a condition precedent to arbitration, mediation or litigation.

24           4)     Upon receipt of the panel's recommended resolution of the dispute issues, the  
25 COUNTY and CONSULTANT shall again meet and confer and attempt to reach  
26 agreement. If the parties still are unable to reach agreement, each party shall have  
27 recourse to all appropriate legal and equitable remedies.  
28

1 C. The procedures to be followed in the resolution of claims and disputes may be modified  
2 at any time by mutual agreement of the parties hereto.

3 D. The CONSULTANT shall continue to perform its obligations under this Agreement  
4 pending resolution of any dispute, and the COUNTY shall continue to make payments of all undisputed  
5 amounts due under this Agreement.

6 E. When a claim by either party has been made alleging the CONSULTANT's negligent  
7 error, act, or omission, the COUNTY Facility Services Manager or his/her designee and the  
8 CONSULTANT shall meet and confer within twenty-one (21) days after the written notice of the claim  
9 has been provided.

10 10. NON-ASSIGNMENT

11 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under  
12 this Agreement without the prior written consent of the other party.

13 11. HOLD HARMLESS

14 To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold harmless,  
15 and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all  
16 costs and expenses (including attorney's fees and costs) damages, liabilities, claims, and losses  
17 occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONSUL  
18 TANT, its officers, agents, or employees under this Agreement, but only to the extent actually caused by  
19 the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, or employees  
20 under this Agreement, and from any and all costs and expenses (including attorney's fees and costs),  
21 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who  
22 may be injured or damaged by the performance, or failure to perform, but only to the extent actually  
23 caused by, the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, or  
24 employees under this Agreement.

25 The provisions of this Section 11 shall survive the termination of this Agreement.

26 12. INSURANCE

27 Without limiting the COUNTY's right to obtain indemnification from CONSULTANT or any third  
28 parties, CONSULTANT, at its sole expense, shall maintain in full force and effect, the following insurance

1 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or  
2 Joint Powers Agreement (JPA) throughout the term of the Agreement:

3 A. Commercial General Liability

4 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
5 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
6 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
7 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
8 liability or any other liability insurance deemed necessary because of the nature of this contract.

9 B. Automobile Liability

10 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
11 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
12 used in connection with this Agreement.

13 C. Professional Liability

14 If CONSULTANT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
15 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
16 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate, and with a  
17 deductible not to exceed fifty thousand dollars (\$50,000). A deductible greater than fifty thousand dollars  
18 (\$50,000) will be acceptable to the COUNTY receiving satisfactory, certified information of the  
19 CONSULTANT's ability to support such a deductible. The financial ability to support the difference between  
20 fifty thousand dollars (\$50,000) and the greater deductible amount requested by the CONSULTANT shall  
21 be guaranteed by any of the following:

- 22 i) Cash deposit with a trustee bank.  
23 ii) Irrevocable letter of credit issued by a bank for the same time period as specifically  
24 reference in subparagraph

25 D. Worker's Compensation

26 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

27 E. Additional Requirements Relating to Insurance

28 CONSULTANT shall obtain endorsements to the Commercial General Liability insurance naming

1 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
2 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
3 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
4 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
5 provided under CONSULTANT's policies herein. This insurance shall not be cancelled or changed without  
6 a minimum of thirty (30) days advance written notice given to COUNTY.

7         CONSULTANT hereby waives its right to recover from COUNTY, its officers, agents, and  
8 employees any amounts paid by the policy of worker's compensation insurance required by this  
9 Agreement. CONSULTANT is solely responsible to obtain any endorsement to such policy that may be  
10 necessary to accomplish such waiver of subrogation, but CONSULTANT's waiver of subrogation under this  
11 paragraph is effective whether or not CONSULTANT obtains such an endorsement.

12         Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
13 CONTRACTOR shall provide, via email, certificates of insurance and endorsement as stated above for all  
14 of the foregoing policies, as required herein, to [FacilityServices@fresnocountyca.gov](mailto:FacilityServices@fresnocountyca.gov), stating that such  
15 insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents  
16 and employees will not be responsible for any premiums on the policies; that for such worker's  
17 compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers,  
18 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate  
19 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its  
20 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the  
21 operations under this Agreement are concerned; that such coverage for additional insured shall apply as  
22 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents  
23 and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's  
24 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)  
25 days advance, written notice given to COUNTY.

26         In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein  
27 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
28 Agreement upon the occurrence of such event.

1 All policies shall be issued by admitted insurers licensed to do business in the State of California,  
2 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
3 FSC VII or better.

4 13. AUDITS AND INSPECTIONS:

5 The CONSULTANT shall at any time during business hours, and as often as the COUNTY may  
6 deem necessary, make available to the COUNTY for examination all of its records and data with respect to  
7 the matters covered by this Agreement. The CONSULTANT shall, upon request by the COUNTY, permit  
8 the COUNTY to audit and inspect all of such records and data necessary to ensure CONSULTANT'S  
9 compliance with the terms of this Agreement.

10 If this Agreement exceeds ten thousand dollars (\$10,000), CONSULTANT shall be subject to the  
11 examination and audit of the California State Auditor for a period of three (3) years after final payment  
12 under contract (Government Code Section 8546.7).

13 14. NOTICES

14 The persons and their addresses having authority to give and receive notices under this Agreement  
15 include the following:

<u>COUNTY</u>	<u>CONSULTANTS</u>
COUNTY OF FRESNO	See Attachment A
Director of Internal Services/CIO	
333 W. Pontiac Way	
Clovis, CA 93612	

19 All notices between the COUNTY and CONSULTANT provided for or permitted under this  
20 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
21 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
22 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
23 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
24 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
25 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
26 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
27 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
28 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the

1 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
2 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
3 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
4 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
5 beginning with section 810).

6 15. GOVERNING LAW

7 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,  
8 California. The rights and obligations of the parties and all interpretation and performance of this  
9 Agreement shall be governed in all respects by the laws of the State of California.

10 16. DISCLOSURE OF SELF-DEALING TRANSACTIONS

11 This provision is only applicable if the CONSULTANT is operating as a corporation (a for-profit or  
12 non-profit corporation) or if during the term of the Agreement, the CONSULTANT changes its status to  
13 operate as a corporation.

14 Members of the CONSULTANT's Board of Directors shall disclose any self-dealing transactions  
15 that they are a party to while CONSULTANT is providing goods or performing services under this  
16 Agreement. A self-dealing transaction shall mean a transaction to which the CONSULTANT is a party  
17 and in which one or more of its directors has a material financial interest. Members of the Board of  
18 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
19 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit 1 and incorporated herein by  
20 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
21 immediately thereafter.

22 17. ELECTRONIC SIGNATURES

23 The parties agree that this Agreement may be executed by electronic signature as provided in  
24 this section. An "electronic signature" means any symbol or process intended by an individual signing  
25 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed  
26 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for  
27 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to  
28 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing

1 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or  
2 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of  
3 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
4 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,  
5 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken  
6 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
7 through (5), and agrees that each other party may rely upon that representation. This Agreement is not  
8 conditioned upon the parties conducting the transactions under it by electronic means and either party  
9 may sign this Agreement with an original handwritten signature.

10 18. ENTIRE AGREEMENT

11 This Agreement constitutes the entire agreement between the CONSULTANT and COUNTY with  
12 respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals,  
13 commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless  
14 expressly included in this Agreement.

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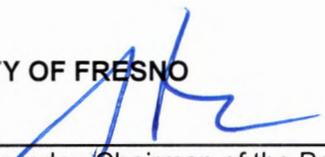
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**CONSULTANT**

**COUNTY OF FRESNO**

See additional signature pages attached

  
\_\_\_\_\_  
Steve Brandau Chairman of the Board of Supervisors of the County of Fresno

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

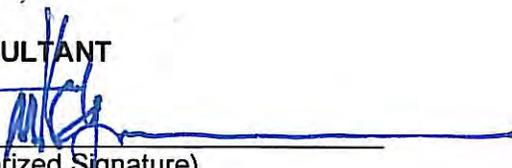
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Deputy

FOR ACCOUNTING USE ONLY:  
Fund: 1045  
Subclass: 10000  
ORG: 8935  
Account: 7295

1 By executing this signature page, CONSULTANT becomes a signatory to the Agreement as of  
2 August 13, 2021, and agrees that it is a party to the Agreement with the COUNTY, and is bound by its  
3 terms.

4 EXECUTED AND EFFECTIVE as of the date first set forth.

5  
6 **CONSULTANT**

7   
8 (Authorized Signature)

9 ARTHUR DSON, ARCHITECT.  
10 Print Name & Title

11 1295 N. WISHON AVE.  
12 FRESNO, CA 93728  
13 Mailing Address

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5  
6 CONSULTANT INTEGRATED DESIGNS BY SOMA INC.

7 

8 (Authorized Signature)

9  
10 PETER MOGENSEN / CORPORATION SECRETARY

11 Print Name & Title

12 6011 N. FRESNO STR. SUITE 130

13 FRESNO, CALIFORNIA 93710

14 Mailing Address

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16 SHARON ASHIDA / PRESIDENT

1 By executing this signature page, CONSULTANT becomes a signatory to the Agreement as  
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5  
6 **CONSULTANT**

7   
8 \_\_\_\_\_  
(Authorized Signature)

9  
10 **Eric Wohle, President**

11 \_\_\_\_\_  
Print Name & Title

12 **222 Central Court**  
13 **Stockton, CA 95204**

14 \_\_\_\_\_  
Mailing Address

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5  
6 **CONSULTANT**

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8 \_\_\_\_\_  
(Authorized Signature)

9  
10 PAUL HALAJIAN - PRINCIPAL  
Print Name & Title

11 389 CLOVIS AVE. #100

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13 CLOVIS, CA 93612  
Mailing Address

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4 EXECUTED AND EFFECTIVE as of the date first set forth.

5  
6 **CONSULTANT**

7   
8 \_\_\_\_\_  
(Authorized Signature)

9 **Robina Wright, President**

10 \_\_\_\_\_  
Print Name & Title

11 **4025 N Fresno 107**

12 \_\_\_\_\_  
**Fresno, CA 93726**

13 \_\_\_\_\_  
Mailing Address

1 By executing this signature page, CONSULTANT becomes a signatory to the Agreement as of  
2 August 13, 2021, and agrees that it is a party to the Agreement with the COUNTY, and is bound by its  
3 terms.

4 EXECUTED AND EFFECTIVE as of the date first set forth.

5  
6 **CONSULTANT**

7   
8 \_\_\_\_\_  
(Authorized Signature)

9 DAN H. SMITH, PARTNER  
10 \_\_\_\_\_  
Print Name & Title

11 7790 N. PALM  
12 \_\_\_\_\_  
13 FRESNO, CA 93711  
14 \_\_\_\_\_  
Mailing Address



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3 terms.

4 EXECUTED AND EFFECTIVE as of the date first set forth.

5  
6 **CONSULTANT**

7 *John Borrelli*  
8 \_\_\_\_\_  
(Authorized Signature)

9  
10 John Borrelli  
\_\_\_\_\_

11  
12 2032 N. Gateway Blvd.  
\_\_\_\_\_

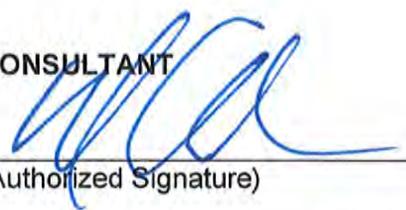
13 Fresno, CA 93727  
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Mailing Address

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3 terms.

4 EXECUTED AND EFFECTIVE as of the date first set forth.

5  
6 **CONSULTANT**

7   
8 \_\_\_\_\_  
(Authorized Signature)

9  
10 ROD ANDREASEN, PRESIDENT

11 \_\_\_\_\_  
Print Name & Title

12 TAM+CZ ARCHITECTS, INC.

13 5650 N. FRESNO STREET, SUITE #110  
14 FRESNO, CA 93710

15 \_\_\_\_\_  
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1 **EXHIBIT 1**

2 **Self-Dealing Transaction Disclosure Form**

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of  
4 a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-  
5 dealing transactions that they are a party to while providing goods, performing services, or both for the  
6 County. A self-dealing transaction is defined below:

7 *"A self-dealing transaction means a transaction to which the corporation is a party and in which one or*  
8 *more of its directors has a material financial interest"*

9  
10 The definition above will be utilized for purposes of completing this disclosure form.

11 **INSTRUCTIONS**

- 12 1) Enter board member's name, job title (if applicable), and date this disclosure is being made.  
13 2) Enter the board member's company/agency name and address.  
14 3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County.

15 At a minimum, include a description of the following:

- 16 a. The name of the agency/company with which the corporation has the transaction; and  
17 b. The nature of the material financial interest in the Corporation's transaction that the board  
18 member has.  
19 4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions  
20 of the Corporations Code.  
21 5) Form must be signed by the board member that is involved in the self-dealing transaction  
22 described in Sections 3) and 4).

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**(1) Company Board Member Information:**

<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			

**(2) Company/Agency Name and Address:**

**(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):**

**(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):**

**(5) Authorized Signature**

<b>Signature:</b>		<b>Date:</b>	
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**ATTACHMENT A**

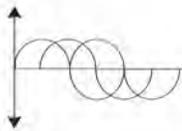
Consultant Contact Information

CONSULTANT NAME	ADDRESS	CONTACT INFO.
Borrelli And Associates, Inc.	2032 N. Gateway Blvd. Fresno, CA 93727	John Borrelli, President <a href="mailto:johnb@borrelliengineering.com">johnb@borrelliengineering.com</a> (559) 233-4138
Dyson Janzen Architects	1295 N. Wishon Ave. Fresno, CA 93728	Arthur T. Dyson, Architect <a href="mailto:adyson@dysonjanzen.com">adyson@dysonjanzen.com</a> (559) 497-6370
Integrated Designs by SOMAM, Inc.	6011 N. Fresno St., Ste. 130 Fresno, CA 93710	Pete Mogensen, Corporation Secretary / Architect <a href="mailto:pmogensen@somam.com">pmogensen@somam.com</a> (559) 436-0881
LDA Partners, Inc.	222 Central Court Stockon, CA 95204	Eric Wohle, President <a href="mailto:ewohle@ldapartners.com">ewohle@ldapartners.com</a> (209) 943-0405
Paul Halajian Architects	389 Clovis Ave., Ste. 100 Clovis, CA 93612	Paul Halajian, President <a href="mailto:paulh@halajianarch.com">paulh@halajianarch.com</a> (559) 297-7900
Robina Wright Architect and Associates Inc.	4025 N. Fresno St., Ste. 107 Fresno, CA 93726	Robina Wright, President <a href="mailto:robina@robinawrightarchitect.com">robina@robinawrightarchitect.com</a> 559) 307-7232
SIM-PBK	7790 N. Palm Ave. Fresno, CA 93711	Bryan Sassano, Prinicpal <a href="mailto:bsassano@sim-pbk.com">bsassano@sim-pbk.com</a> (559) 448-8400
TAM+CZ Architects, Inc.	5650 N. Fresno St., Ste. 110 Fresno, CA 93710	Rod Andreasen, President <a href="mailto:randreasen@tamcz-architects.com">randreasen@tamcz-architects.com</a> (559) 435-4750

**ATTACHMENT B**

Consultant Quotation Schedules

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**BORRELLI**

AND ASSOCIATES INC

Consulting Electrical Engineers & Network Designers

Office Address: 2032 N. Gateway Blvd. Fresno, CA 93727 P (559)233-4138 F (559)233-4147 Website:<http://www.borreliengineering.com>

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## 2021 HOURLY FEE SCHEDULE

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Project Lead Architect .....	\$185.00
Project Civil Engineer .....	\$165.00
Project Mechanical Engineer .....	\$155.00
Project Electrical Engineer.....	\$155.00
President.....	\$155.00
Principal Engineer.....	\$145.00
Project Manager .....	\$135.00
Designer .....	\$125.00
Drafting .....	\$ 85.00
Clerical.....	\$ 45.00
Construction Administration .....	\$ 135.00

Borrelli And Associates, Inc. hourly bill rates are subject to change annually.



## RATE SCHEDULE

### CHARGES FOR ADDITIONAL SERVICES - TIME AND MATERIAL CONTRACTS DYSON SIEGRIST JANZEN ARCHITECTS, INC.

#### STANDARD HOURLY BILLING RATES

\$220.00	Senior Principal Architect
\$165.00	Principal Architect
\$132.00	Project Architect
\$110.00	Interior Designer & Project Manager
\$ 88.00	Senior Draftsman & Construction Administrator
\$ 77.00	Intermediate Draftsman/Technical
\$ 66.00	Junior Draftsman
\$ 55.00	Administrative/Report Typing

The above rates are effective for one year from date of agreement.

Add a 30% surcharge for services in connection with providing Expert Witness testimony or similar consultation.

#### REIMBURSABLE EXPENSES

The following expenses will be reimbursed at a rate of 1.10 times the amounts expended by the Architect, the Architect's employees and Consultants in the interest of the Client when approved in advance by the County.

1. Expense of transportation. (\$0.55 / mile) outside Fresno County.
2. Meals and lodging in connection with travel outside of the County.
3. Blueprinting, photocopying, plotting and photography requested by the County. (out sourced)

**Arthur Dyson  
Douglas Janzen**

Fresno office  
1295 N. Wishon Avenue  
Suite 101  
Fresno, CA 93728  
phone 559.497.6370  
fax 559.486.4909

Visalia office  
1736 South Central Street  
Visalia, CA 93277  
phone 559.738.0309  
fax 559.738.9779

[www.dysonJanzen.com](http://www.dysonJanzen.com)

# HOURLY RATE SCHEDULE

## Hourly Rates/ Time and Material Basis

Principal	\$180.00/hour
Professional	\$150.00/hour
Sub-Professional	\$ 90.00/hour
Clerical	\$ 60.00/hour

## Reimbursable Expenses:

Automobile Travel for DSA Review/Approval

At rates allowed by IRS

Reproduction Costs

SOMAM, Inc. cost

In-House Reproduction Costs:

Prints	\$1.00 per sheet
Photocopies	\$.08 per copy
Color Photocopies	\$2.50 per copy



**integrated designs** by SOMAM, Inc.  
Architecture ▪ Engineering ▪ Interior Design ▪ Project Management

# Rate Schedule

## PROPOSED FEE FOR ARCHITECTURAL SERVICES

This preliminary Rate Schedule to be confirmed upon a final negotiated Scope of Work as mutually agreed upon by LDA Partners and the County. We have itemized each service's hourly rate .

## COST OF SERVICES

### ARCHITECT

- *Principal Architect:* \$225.00/hour
- *Project Manager/ Architect:* \$175.00/hour
- *Planner:* \$165.00/hour
- *Designer / Interior:* \$155.00/hour
- *Job Captain:* \$145.00/hour
- *Draftsperson:* \$125.00/hour
- *Clerical/Staff:* \$85.00/hour

### CIVIL ENGINEERING:

- *Principal* \$200/hour
- *Project Surveyor/Engineer* \$160/hour
- *Civil Designer* \$180/hour
- *CAD Draftsperson* \$90/hour
- *Clerical/Word Processing* \$80/hour
- *Survey Crew:* Prevailing Wage

### MECHANICAL/PLUMBING ENGINEERING:

- *Senior Principal Engineer:* \$230/hour
- *Principal Engineer:* \$210/hour
- *Project Manager:* \$182/hour
- *Senior Engineer:* \$164/hour
- *Associate Engineer:* \$149/hour
- *Designer:* \$128/hour
- *Technician:* \$118/hour
- *Admin.:* \$70/hour

### ELECTRICAL ENGINEERING:

- *Principal:* \$250/hour
- *Associate* \$230/hour
- *Project Engineer/Project Manager* \$200/hour
- *Designer* \$170/hour
- *BIM Technician* \$145/hour
- *Administrative* \$115/hour

### STRUCTURAL ENGINEERING:

- *Principal Engineer:* \$185/hour
- *Project Manager:* \$160/hour
- *Project Engineer:* \$130/hour
- *Design Engineer:* \$110/Hour
- *Drafter:* \$85/hour

### COST ESTIMATING:

- *Senior Vice President:* \$ 250/hour
- *Senior Estimator:* \$175/hour
- *Technician:* \$110/hour
- *Clerical:* \$80/hour

### LANDSCAPE ARCHITECT

- *Principal Landscape Architect:* \$200.00/hour
- *Senior Project Manager:* \$140.00/hour
- *Job Captain:* : \$100.00/hour
- *Drafting:* \$80.00/hour
- *Clerical:* \$60.00/hour

### REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the compensation for basic services and shall include the actual expenditures made by the Architect and his employees in the interest of the project, at cost plus 10%, which are itemized as follows:

- *Reproduction Costs*
- *Shipping/Postage*
- *Computer Plotting*
- *Mileage/Travel*

### ITEMIZED EXPENSES:

- *24 x 36 Plot (in-house):* \$5.00
- *30 x42 Plot (in-house):* \$7.50
- *Mileage:* \$.575 / mile  
(Federal Rate)



## HOURLY RATES

Below are PHA hourly labor rates that include costs for items such as office supplies, printing, postage, vehicle costs, and other incidentals. Hourly rates include postage and courier services, photo and duplicating services, telephone and facsimile charges, computer storage media, drawing and plotting media, plotter time and cost, printing of “check print” plans, and documents required by the resulting Agreement. **B**

PRINCIPAL ARCHITECT	\$180
PROJECT ARCHITECT	\$150
REGISTERED INTERIOR DESIGNER	\$130
DESIGNER	\$110
CADD TECH	\$85
CLERICAL	\$55



FRESNO CHAFFEE ZOO | Zooplex Rendering - currently in construction



FRESNO CHAFFEE ZOO | Ambassador Building Rendering - currently in construction



June 1, 2021

Ms. Debbie Scharnick  
County of Fresno  
(559) 600-7110  
dscharnick@fresnocountyca.gov  
333 W Pontiac Way  
Clovis, CA 93612

Subject: SOQ for Architectural Consulting

As requested, I have listed below the hourly rates of the services as outlined in our Statement of Qualifications.

<b>Consultant Services</b>	<b>Hourly Rate</b>
Architectural Design and Drafting	Architect (Principal) \$ 250.00
	Senior Engineer \$ 225.00
	Senior Architectural Draftsman \$ 200.00
	Project Manager \$ 175.00
	Draftsperson (CAD) \$ 120.00
	Office / Administrative \$ 85.00

Thank you very much and I am looking forward to hearing from you.

Sincerely,

Robina Wright  
Architect, LEED AP O&M, Certified Access Specialist (CASp)  
ROBINA WRIGHT ARCHITECT & ASSOCIATES

# FEES



Once the scope has been determined, SIM-PBK would be pleased to provide a competitive fee suited for the projects assigned that provides fair and reasonable fees for services rendered. Fees can be arrived at using other mutually agreeable methods and are always negotiable.

## FULL SERVICE FEE FOR NEW CONSTRUCTION PROJECTS AND NEW ADDITIONS

- 9.0% of the first Five Hundred Thousand Dollars
- 8.5% of the next Five Hundred Thousand Dollars
- 8.0% of the next Million Dollars
- 7.0% of the next Four Million Dollars
- 6.0% of the next Four Million Dollars
- 5.0% of the computed cost in excess of Ten Million Dollars

## FULL SERVICE FEE FOR MODERNIZATION PROJECTS

- 12.0% of the first Five Hundred Thousand Dollars
- 11.5% of the next Five Hundred Thousand Dollars
- 11.0% of the next Million Dollars
- 10.0% of the next Four Million Dollars
- 9.0% of the next Four Million Dollars
- 8.0% of the computed cost in excess of Ten Million Dollars

## HOURLY RATES FOR ADDITIONAL WORK BEYOND THE BASIC SERVICES

■ Principal in Charge	\$225.00/hour
■ Design Director	\$215.00/hour
■ Senior Project Manager	\$205.00/hour
■ Senior Project Architect	\$205.00/hour
■ Project Manager	\$185.00/hour
■ Project Architect	\$180.00/hour
■ Project Leader / Technical Leader	\$150.00/hour
■ Project Coordinator	\$130.00/hour
■ Architectural Intern / Designer	\$115.00/hour
■ Intern	\$90.00/hour
■ Senior Project Designer	\$200.00/hour
■ Project Designer	\$185.00/hour
■ Design Leader	\$140.00/hour
■ Designer II	\$135.00/hour
■ Designer	\$110.00/hour
■ Senior Educational Facilities Planner	\$230.00/hour
■ Facilities Planner	\$185.00/hour
■ Senior Construction Administrator	\$210.00/hour
■ Construction Administrator	\$175.00/hour
■ Sustainable Designer	\$160.00/hour
■ Specification Writer	\$185.00/hour
■ Agency Compliance	\$110.00/hour
■ Cost Estimator	\$210.00/hour
■ Clerical / Office	\$100.00/hour

## REIMBURSABLE NOT INCLUDED AS PART OF BASIC SERVICES

- Site surveys
- State plan check fees & approvals
- Materials and printing reimbursed at Cost x 1.15
- Models requested by owner
- Testing
- Travel / Mileage reimbursed at \$.57 per mile
- Certification of outstanding projects not related to SIM-PBK

## 2021 TAM+CZ HOURLY RATE SCHEDULE

Principal	\$185
Project Designer	\$175
Project Manager	\$165
Project Leader	\$150
Project Coordinator	\$125
Draftsperson II	\$110
Draftsperson I	\$ 90
Clerical	\$ 70

The above rates include normal related clerical support and reproduction for internal communication.

### Reimbursable Costs (at 1.10 times actual)

Travel outside Metropolitan Fresno @ .55/mile

Out-of-Town Lodging and Meals

Overnight Parcel Delivery

Renderings/Models

Reproduction of Plans/Specifications for Owner, Contractor, Agency Review,  
Bidding and Construction