



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
EDDIE VALERO
District Four
DENNIS TOWNSEND
District Five

AGENDA DATE: April 30, 2019

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010		

SUBJECT: Second Amendment to Agreement No. 27627 with Arrington Watkins Architects, Inc.

REQUEST(S):

That the Board of Supervisors:

1. Approve the Second Amendment to Tulare County Agreement No. 27627 with Arrington Watkins Architects, Inc. to increase the original contract amount by \$301,650 for design services for the CNG Fueling System at the Transit Operations and Maintenance Facility project, retroactive to November 13, 2018. The amendment is retroactive because Resource Management Agency directed the consultant to proceed with the development of construction documents for the CNG Fueling System project to meet Caltrans funding filing deadlines.
2. Find that the Board had authority to enter into the agreement as of November 13, 2018, and that it was in the County's best interests to do so.
3. Authorize the Chairman to sign the Second Amendment to Tulare County Agreement No. 27627.

SUMMARY:

The County entered into Agreement No. 27627 with Arrington Watkins Architects on May 24, 2016 for architectural and engineering services for the Transit Operations and Maintenance Facility (TOMF) project in the amount of \$905,388 via Board Resolution No. 2016-0414. The TOMF was designed for the maintenance of TCaT's bus fleet and for the operations of the various TCaT programs, including bus parking and CNG fueling, and is part of the Tulare County Central Road Yard Expansion Master Plan ("Master Plan"), which your Board approved in Resolution No. 2014-0029 on January 14, 2014.

SUBJECT: Second Amendment to Agreement No. 27627 with Arrington Watkins Architects, LLC

DATE: April 30, 2019

As originally conceived, the TOMF project included a CNG Fueling System in the design. The construction of the CNG Fueling System is to primarily be paid for by a Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality Improvement (CMAQ) grant. In July of 2018 Resource Management Agency (RMA) was advised by Caltrans, the agency supervising the administration of the CMAQ grant, that it would be necessary to re-bid the CNG Fueling System portion of the TOMF project separately and independently of the TOMF project to remain eligible for CMAQ grant funding despite prior review and approval to bid. Separating the CNG project from the TOMF construction project, creating a separate construction document package for bidding the CNG project, and assistance with rebidding the CNG project created the need for this second contract amendment.

The TOMF is currently being constructed on the undeveloped parcel of land located adjacent to the existing County of Tulare's Road Yard located at 25430 Road 140, Visalia, CA 93292, near the intersection of Avenue 256 and Road 140 (Lovers Lane). Construction of the TOMF also includes construction of shared utilities that were to be developed as part of the Central Road Yard Master Plan. Construction of the CNG Fueling System will take place in an area east of the Operations and Maintenance Buildings at the TOMF site.

The first contract amendment with Arrington Watkins Architects was approved via Board Resolution 2018-0355 on May 15, 2018 and was noted as Tulare County Agreement No. 27627-A. The first contract amendment for an additional \$133,004 included provisions for additional geotechnical investigation, additional changes related to the TOMF Ad Hoc Committee, and costs related to bidding the well site project as a separate project.

The second contract amendment reflects changes made to the design plans that were inclusive of making the CNG Fueling System a project independent from the TOMF. These tasks are outlined below:

- **Project Management and Additional Construction Administration for TOMF project**
- **Remove CNG Scope from TOMF Contract Documents:**
- **Provide Separate CNG Bid Documents:** This service was requested to comply with Caltrans requirement that the CNG Fueling System be bid as a separate project independent from the TOMF. Due to grant deadlines it was necessary to expedite the development of this design package. Design documents were also modified and updated following the first bid so that a clean set of documents were provided for the second bid of the CNG Fueling System project.
- **Bidding Services CNG Package:** Coordination required as a result of the bidding process, this was to include the development of addenda and attendance at a pre-bid meeting.

SUBJECT: Second Amendment to Agreement No. 27627 with Arrington Watkins Architects, LLC

DATE: April 30, 2019

- **CNG Construction Administration:** Assist County with Construction Administration services as a result of making the CNG Fueling System a separate project. These additional services would include the review of submittals, shop drawings, testing reports, special inspection reports and RFIs.
- **Construction Administration Contingency:** A contingency fund established as a means of covering any additional services if needed. This contingency has been added to prevent any need for a third contract amendment. Use of any portion of this contingency requires separate written notice to proceed from staff.

The second amendment will also update the schedule to reflect the current timeline and past project milestones. Total cost: \$301,650

A summary of costs incurred as a result of the second contract amendment is listed below:

Table 1: Second Contract Amendment Cost Summary

<u>Task Description</u>	<u>Task Budget</u>
Project Management and Additional Construction Administration	\$63,469
Remove CNG Scope from Current Permitted Contract Documents	\$25,991
Provide Separate CNG Bid Documents	\$37,007
Bidding Services CNG Package	\$15,054
CNG Construction Administration	\$86,467
Construction Administration Contingency	\$68,810
Additional Compensation Costs (Overhead)	\$4,852
Total Costs Second Contract Amendment	\$301,650

A formal Notice to Proceed was issued with a construction start date of November 19, 2018 for the TOMF construction project.

A summary of total design costs is given below:

Table 2: Design Cost Summary CNG and TOMF Projects

Original Contract Amount	\$905,388
First Contract Amendment	\$133,004
Second Contract Amendment	\$301,650
Total Project Design Costs (CNG, Well Design and TOMF Projects)	\$1,340,042

FISCAL IMPACT/FINANCING:

There will be No Net County Cost to the General Fund for this Amendment.

Total costs for the Construction of the TOMF are currently contracted in the amount of at \$8,501,000. The total cost for the construction of the CNG Fueling System is estimated to be \$2,400,000. The total cost for the design of the CNG

SUBJECT: Second Amendment to Agreement No. 27627 with Arrington Watkins Architects, LLC

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Fueling System, Central Road Yard Well and TOMF is \$1,340,042. RMA does expect to receive a credit from the TOMF contractor for removing the CNG Fueling System from the scope of the TOMF project in the amount of roughly \$1,900,000. Including the credit, the total project costs are \$10,341,042. Total funding allocated for the project is approximately \$11,050,000.

Project funding totaling \$11,050,000 includes: \$1,850,000 from a Federal Highway Administration Congestion Mitigation and Air Quality (CMAQ) Grant (this funding is the subject of this Agenda Item), approximately \$600,000 from grants received from the California Office of Emergency Services (CalOES), \$5,093,487 from Public Transportation Modernization and Service Enhancement Account (PTMISEA) funding, \$295,998 from other County Funds as determined and apportioned by the TOMF Ad Hoc Committee and ratified by Board Resolution 2016-0925, and approximately \$3,220,000 in funds allocated from Transit fund balance which was set aside for this project from revenue from Measure R, State Transit Assistance (STA), and Local Transportation Fund (LTF). If other funds are available, such as from the recently approved State of Good Repair program established through SB1 under STA, those funds may replace allocations from LTF or Measure R.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

This County's Strategic Business Plan includes the Safety and Security strategic initiative, which includes a goal to improve and maintain an adequate transportation infrastructure. This project would be part of the transportation infrastructure in the County and would serve as important infrastructure for the County's public transit system

ADMINISTRATIVE SIGN-OFF:



Reed Schenke, P.E.
Director

cc: County Administrative Office

Attachment A: Second Amendment to Tulare County Agreement No. 27627

Attachment B: First Amendment to Tulare County Agreement No. 27627

Attachment C: Tulare County Agreement No. 27627

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF SECOND)
AMENDMENT TO AGREEMENT NO. 27627) Resolution No. _____
WITH ARRINGTON WATKINS) Agreement No. _____
ARCHITECTS, INC.)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD April 30, 2019, BY
THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved the Second Amendment to Tulare County Agreement No. 27627 with Arrington Watkins Architects, Inc. to increase the original contract amount by \$301,650 for design services for the CNG Fueling System at the Transit Operations and Maintenance Facility project, retroactive to November 13, 2018. The amendment is retroactive because Resource Management Agency directed the consultant to proceed with the development of construction documents for the CNG Fueling System project to meet Caltrans funding filing deadlines.
2. Found that the Board had authority to enter into the agreement as of November 13, 2018, and that it was in the County's best interests to do so.
3. Authorized the Chairman to sign the Second Amendment to Tulare County Agreement No. 27627.

Attachment A
Second Amendment to Tulare County
Agreement No. 27627
With Arrington Watkins Architects

SECOND AMENDMENT TO TULARE COUNTY AGREEMENT NO. 27627

THIS AMENDMENT NO. 2, referred to as "SECOND AMENDMENT", to Tulare County Agreement No. 27627, referred to as the "AGREEMENT", is entered into as of _____, 2019, between the COUNTY OF TULARE, referred to as "COUNTY", and Arrington Watkins Architects, Inc., referred to as "CONSULTANT", incorporated within the State of Arizona in 1994, with reference to the following:

A. WHEREAS, COUNTY has received funding from various sources to design and construct a Transit Operations and Maintenance Facility ("TOMF"), including Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA), Congestion Mitigation and Air Quality Improvement Program (CMAQ), Tulare County Measure R, CalOES Prop 1 B Grant Program, State Transit Assistance (STA) and Local Transportation Funds (LTF) (Collectively referred to as the "Funding Sources").

B. WHEREAS, COUNTY entered into AGREEMENT with CONSULTANT to design TOMF and provide related services; and

C. WHEREAS, COUNTY is undertaking a separate project to design and construct a fire station south of the TOMF as part of COUNTY's Central Road Yard Master Plan; and

D. WHEREAS, COUNTY formed an Ad Hoc Committee under COUNTY Resolution No. 2016-0806 to review the design and cost considerations for the TOMF and interagency coordination for the Central Road Yard Master Plan; and

E. WHEREAS, COUNTY and CONSULTANT wish to enter into this SECOND AMENDMENT for the purposes of modifying the scope of work to include revising the permitted drawings (contract documents) to separate the CNG portion of the work, prepare a deductive proposal request to remove the CNG work from the General Contractor's scope, prepare a separate stand-alone set of documents for a CNG bid package, provide additional cost management estimating services for the separate CNG package, provide additional bid phase services and additional construction administration services for the separate CNG portion of the project. This is a result of the requirements to secure Caltrans funding.

ACCORDINGLY, IT IS AGREED:

1. EXHIBIT A - SCOPE OF WORK of the AGREEMENT is amended to modify and add the following tasks:

- **Task 12 – Project Management & Additional Construction Administration for TOMF**
 - Communications with County on TOMF project status while project was on temporary hold.
 - Project management services from June, 2018 through September, 2018.
 - Attend regularly scheduled conference calls to discuss project status with County on CNG scope and how to meet requirements of grants.
 - Discuss with general contractor on TOMF project how to potentially separate CNG scope of work from TOMF.
 - Monitor and modify the schedule of the project.
 - Coordinate with design consultants on project status and schedule updates.
 - Provide additional Construction Administration services for the completion of TOMF.

TULARE COUNTY AGREEMENT NO. _____

- **Task 13 – Remove CNG Scope from Current Permitted Contract Documents:**
 - Requested by County on September 12th, 2018.
 - Provide additional conference call meetings to discuss project and specific changes in CNG portion of project.
 - Due to Funding source requirements, the CNG portion of the project will need to be rebid. This is required to secure Caltrans funding for the CNG portion of the project.
 - Provide additional project management and consultant coordination for revision of the contract documents.
 - Coordinate with County and General Contractor Seals Construction to identify elements, components and demarcation point for the various CNG systems and site elements to be removed from the current permitted drawings and specifications.
 - Revise architectural site plans, civil master drawings & electrical drawings to define revised scope of work, which includes additional concrete paving and separate limits on the asphalt paving. This includes noting which elements of the project will be constructed “by others”.
 - Revise specifications to modify or remove specific sections of the CNG systems from the current contract scope of work.
 - Provide a draft copy of all revisions to contract documents for County’s review.
 - Provide written responses to each comment received.
 - Incorporate or modify the final contract documents to include any comments received from County’s review.
 - Provide final copy of revised contract documents in electronic PDF format for County’s records. County will coordinate distribution of revised documents to all interested entities.
 - Prepare a written Proposal Request to be issued to Seals Construction for the purposes of establishing a full deductive cost for the CNG portion of the project. This cost will be incorporated into a deductive change order to Seals Construction.

- **Task 14 – Provide Separate CNG Bid Documents:**
 - Requested by County on September 12th, 2018.
 - Provide additional project management and consultant coordination to prepare an entirely new set of contract documents for the CNG portion of the work.
 - Prepare separate drawings and specifications for a CNG bid package.
 - Expedite CNG bid package to comply with grant deadlines.
 - Using the revisions established under Task 13 above, the design team will produce a new set of site background files for architectural, civil, CNG & electrical that establishes the full CNG portion of the work.
 - All elements and components that will remain as part of Seals Construction’s scope of work will be shown as existing and “by others”. The CNG scope of work will be identified through notes and bolder line work on plans. The demarcation point between the two different contracts will be identified.
 - Prepare new title blocks, cover sheet and index of drawings for the CNG scope of work, which is independent from the TOMF portion.
 - Develop independent sheet numbers and project titles for a stand-alone CNG project.

- Utilize existing CNG specification sections and develop any additional specification sections necessary to allow the CNG bid package to be a complete set of documents independent of the TOMF project.
 - Provide additional electrical engineering services to prepare a separate bid package for CNG project.
 - Provide additional coordination meetings, communication and document reviews to make sure the modified TOMF project and CNG project are coordinated between each other.
 - Combine, package and review a draft copy of the final documents.
 - Coordinate with Cumming to prepare a Statement of Probable Cost (SOPC) estimate at the completion of the draft copy of the final documents.
 - Provide one revision of the cost estimate to incorporate the design team and County comments.
 - Provide draft copy of final CNG documents for County's review.
 - Provide written responses to each comment received.
 - Incorporate or modify the final CNG contract documents to include any comments received from County's review.
 - Provide final copy of CNG contract documents and cost estimate in electronic PDF format for County's records and use in bidding. County will coordinate distribution of final CNG documents to all interested parties. This includes submission to Building Official for Permit modification / issuance.
- **Task 15 – Bidding Services – CNG Package:**
- Requested by County on September 12th, 2018.
 - Coordinating with County personnel and assisting with the competitive bidding process for the CNG Scope of work.
 - It is our understanding that the County will take care of most of the bidding process that includes document printing, advertisements, specific bidding requirement specifications and handling the bid opening process.
 - Coordinate PDF print sets and electronic documents for bidding.
 - Respond to questions from bidders regarding plans and specifications.
 - Receive, review and make recommendations regarding any requests for substitutions.
 - Develop and issue addenda as required to modify the CNG contract documents and clarify contractor questions.
 - Attend a pre-bid meeting / walk with the County. QK will represent the design team.
 - Assist the County in evaluating the bids.
 - First bid results were rejected by the County on February 12, 2019.
 - Design team modified CNG documents to include all previous Addendum items.
 - Design team prepared new CNG documents for issuance on 2nd bid period.
 - Support for 2nd bid period on questions and addendum responses.
 - Submit a complete set of project documents in PDF format to the successful General Contractor.

- **Task 16 – CNG Construction Administration:**
 - Requested by County on September 12th, 2018.
 - This task involves assisting the County with additional construction administration services for the CNG portion of the work.
 - It is assumed that the CNG project will have some overlap with the TOMF project, but we expect the CNG project to extend beyond the completion of the TOMF project and have a separate Substantial Completion date.
 - Provide additional on-site attendance at construction meetings. QK will represent the design team for CNG and Teter will represent for electrical work.
 - Provide additional set up to track and coordinate the distribution of separate RFI's, shop drawings and other submissions for the CNG project to design consultants.
 - Provide additional CA services for the extension of the CNG project, which will include review of shop drawings, samples, testing reports, special inspection reports and RFI responses.
 - Coordinate with County, Consultants and General Contractor to determine the dates for Substantial completion.
 - Provide additional Substantial Completion site walk (punch list) and Final Completion (back check) for the CNG project. We anticipate that the CNG project will have separate Substantial Completion and Final Completion dates from the TOMF project.
 - Provide separate review of As-built drawings and close-out documents for the CNG project.

- **Task 17 – Construction Administration Contingency:**
 - Establish a contingency fee for additional Construction Administration services if needed.
 - Due to the splitting of the CNG work from the TOMF project there will be additional work involved to keep the two projects tracked separately for submittals, correspondence and RFI's.
 - There will be overlap between the two projects during construction, design team will make an effort to combine tasks as appropriate to minimize time involved. Therefore, the establishment of a contingency fee to cover any redundancy in tasks is necessary.
 - The CNG project will conclude beyond the completion of the TOMF project. To account for the additional project schedule and provide adequate services for both projects, this contingency fee is necessary.
 - AW will coordinate with County on use of CA contingency fee.

2. EXHIBIT B – SCHEDULE of the AGREEMENT is amended to read as follows:

Notice to Proceed	May 25, 2016
Schematic Design	July 22, 2016
50% Design	November 18, 2016
95% Design	December 23, 2016
Well Site Bid Documents	January 09, 2017
Final TOMF Bid Documents	June 01, 2017

Construction Bids Received	February 8, 2018
CNG Bid Documents	December, 2018
CNG Bids Received	March 25, 2019
TOMF Construction Completed	January 2020
TOMF Project Closeout	February 2020
CNG Construction Completed	April 2020
CNG Project Closeout	May 2020

3. EXHIBIT C-1 – COMPENSATION FOR CONSULTANT’S SERVICES of the AGREEMENT is hereby added to Exhibit C to reflect additional compensation for CONSULTANT’S services as described in revised Exhibit A. Exhibit C-1 is added and reads:

Task 12: Project Management & Additional Construction Administration for TOMF:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$34,972	10%	\$3,497	\$38,469	
b. Quad Knopf	\$22,727	10%	\$2,273	\$25,000	
c. Task 12 - Total					\$63,469

Task 13: Remove CNG Scope from Current Permitted Contract Documents:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$10,646	10%	\$1,065	\$11,711	
b. Quad Knopf	\$7,436	10%	\$744	\$8,180	
c. Teter	\$3,000	10%	\$300	\$3,300	
d. Cumming	\$2,545	10%	\$255	\$2,800	
e. Task 13 - Total					\$25,991

Task 14: Provide Separate CNG Bid Documents:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$10,669	10%	\$1,067	\$11,736	
b. Quad Knopf	\$10,201	10%	\$1,020	\$11,221	
c. Teter	\$8,000	10%	\$800	\$8,800	
d. Cumming	\$4,773	10%	\$477	\$5,250	
e. Task 14 - Total					\$37,007

Task 15: Bidding Services – CNG Package

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$6,965	10%	\$697	\$7,662	
b. Quad Knopf	\$4,720	10%	\$472	\$5,192	
c. Teter	\$2,000	10%	\$200	\$2,200	
d. Task 15 – Total					\$15,054

Task 16: CNG Construction Administration:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$55,132	10%	\$5,513	\$60,645	
b. Quad Knopf	\$15,475	10%	\$1,547	\$17,022	
c. Teter – Elec.	\$8,000	10%	\$800	\$8,800	
d. Task 16 – Total					\$86,467

Task 17: Construction Administration Contingency:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$52,957	10%	\$5,296	\$58,253	
b. Quad Knopf	\$9,597	10%	\$960	\$10,557	
c. Task 17 – Total					\$68,810

Sub-Total Fees: \$296,798

Additional Expenses:

Arrington Watkins	\$3,852
Teter – Elec.	\$1,000

Total Additional Compensation: \$301,650

All other terms and conditions of Tulare County Agreement No. 27627 will remain in full force and effect.

THE Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By _____
Chairman, Board of Supervisors

ATTEST: _____,
County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy Clerk

CONSULTANT

By Patricia M. Thornton

Patricia M. Thornton, President
Arrington Watkins Architects, Inc.

By Michael W. Conder

Michael W. Conder, Secretary / Treasurer
Arrington Watkins Architects, Inc.

Approved as to Form
County Counsel

By [Signature] 4/17/17
Deputy

Matter ID: 2016635

Attachment B
First Amendment to Tulare County
Agreement No. 27627
With Arrington Watkins Architects

FIRST AMENDMENT TO TULARE COUNTY AGREEMENT NO. 27627

THIS AMENDMENT NO. 1, referred to as "AMENDMENT", to Tulare County Agreement No. 27627, referred to as the "AGREEMENT", is entered into as of May 15, 2018, between the COUNTY OF TULARE, referred to as "COUNTY", and Arrington Watkins Architects, LLC, referred to as "CONSULTANT", incorporated within the State of Arizona in 1994, with reference to the following:

A. WHEREAS, COUNTY has received funding from various sources to design and construct a Transit Operations and Maintenance Facility ("TOMF"), including Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA), Congestion Mitigation and Air Quality Improvement Program (CMAQ), Tulare County Measure R, CalOES Prop 1 B Grant Program, State Transit Assistance (STA) and Local Transportation Funds (LTF) (Collectively referred to as the "Funding Sources").

B. WHEREAS, COUNTY entered into AGREEMENT with CONSULTANT to design TOMF and provide related services; and

C. WHEREAS, COUNTY is undertaking a separate project to design and construct a fire station south of the TOMF as part of COUNTY's Central Road Yard Master Plan; and

D. WHEREAS, COUNTY formed an Ad Hoc Committee under COUNTY Resolution No. 2016-0806 to review the design and cost considerations for the TOMF and interagency coordination for the Central Road Yard Master Plan; and

E. WHEREAS, COUNTY and CONSULTANT wish to enter into this AMENDMENT for the purposes of modifying the scope of work to include additional Geotechnical services, additional fire pump-related electrical design services, additional cost management services for comparing multiple construction options, additional design, bid phase, and construction phase services for separating and expediting the well and portion of the water system separately, additional design services for separating the operations and maintenance buildings, and additional design services for providing an add/alternate for the operations building.

ACCORDINGLY, IT IS AGREED:

1. EXHIBIT A - SCOPE OF WORK of the AGREEMENT is amended to modify and add the following tasks:

▪ **Task 5 – Construction Administration:**

- Provide additional civil and CNG construction administration services to cover the full term of the TOMF construction schedule.
- Provide additional project management and consultant coordination for construction administration increase.
- These services include additional time for RFI responses, submittal & shop drawing reviews and site observation visits.

▪ **Task 6 – Geotechnical – (3) additional borings for the proposed Fire Station:**

- Requested by County on June 21st, 2016.

TULARE COUNTY AGREEMENT NO. 27627-A

- Coordinate and direct Salem Engineering Group, Inc. to provide three (3) additional site borings at the proposed fire station area located just south of the TOMF project.
- Coordinate with fire station design team on preferred locations for boring samples.
- Identify the location of three (3) additional boring locations on an exhibit site plan.
- Perform additional drilling and soil sampling at the proposed fire station site.
- Classify the soil samples.
- Include all findings within the final geotechnical report.
- **Task 7 – Geotechnical – Well Site Boring:**
 - Requested by County on June 21st, 2016.
 - Coordinate and direct Salem Engineering Group, Inc. to provide one (1) additional site boring at the new well site location on the north side of the TOMF site.
 - Identify the location of one (1) additional boring on a revised site plan exhibit
 - Work consisted of drilling and classifying soils in one (1) location to a maximum depth of 50 feet below existing grade or practical refusal for the new well site location.
 - Mobilize for the TOMF site to USA mark the boring location within a few days of authorization.
 - Perform drilling and all field work in one day.
 - Classify the soil sample.
 - Prepare a written addendum to the original geotechnical report.
 - Submit a final revised geotechnical report to the County.
- **Task 8 – Well Site Dedicated Electrical Service Design for Fire Pump:**
 - Coordinate project team on fire pump location and size.
 - Facilitate two (2) additional online meetings to discuss fire pump requirements.
 - Develop a separate dedicated electrical service for a 100 horsepower electric fire pump at the well yard.
 - Prepare construction documents and one line diagrams for the dedicated electrical service.
 - Provide additional project specifications for the fire pump and service items.
 - Contact and coordinate with the electrical company proposed service line and transformer locations.
 - Incorporate design into a separate bidding package for the well site.
- **Task 9 – Provide Additional Cost Management Services**
 - Requested by County on October 3rd, 2016 as a result of the Ad-Hoc Committee Discussions.
 - Coordinate drawings, exhibits and estimating intent with Cumming.
 - Prepare four (4) additional estimate iterations for major scope revisions based on splitting the main building into two (2) separate structures.
 - Prepare a schematic design summary matrix that provides estimates for five (5) different structural options for the Maintenance building construction.
 - Prepare a schematic design summary matrix that provides estimates for four (4) different shell options for the Administration building construction.

- Coordinate with the County on presentation of the multiple cost options to the Ad-Hoc Committee meeting on October 17th, 2016.
- Prepare a budget utility comparison spreadsheet for the County that identifies the cost impact to the various user groups for the development of the site infrastructure.
- **Task 10 – Preparation of Separate Drawings & Specifications for Well Site Bid Package and to Provide Additional Construction Administration Services**
 - Requested by County on October 24th, 2016 as a result of Ad-Hoc Committee.
 - Prepare separate drawings and specifications for a Well Site bid package.
 - Task includes civil grading, main water line extension and connection to existing Road Yard site, development of new well, development of water storage tank, architectural fences and gates, equipment pads & foundations, electrical service, pumps and power circuiting for the well site.
 - Provide additional project management and coordination of documents with County.
 - Accelerate and fast track the design schedule for the Well Site package and have documents ready for bidding in January 2017 ahead of the TOMF portion.
 - Prepare new title blocks and cover sheet independent from TOMF portion.
 - Develop independent sheet numbers and project titles for a stand-alone project.
 - Modify the TOMF project documents to remove the Well Site portion of the work and reference those areas as a separate project.
 - Develop additional project details and specification sections to allow Well Site package to be a complete set of documents independent of the TOMF project.
 - Provide additional civil engineering services to prepare a separate bid package for the Well Site.
 - Provide additional electrical engineering services to prepare separate bid package for Well Site.
 - Prepare additional separate civil and electrical drawings and specifications dedicated to the Well Site and independent of the TOMF project.
 - Provide additional coordination meetings, communication and document reviews to make sure the two projects are coordinated between each other.
 - Package and review final documents.
 - Submit final documents to County for review and bidding.
 - Provide additional bidding support through answering RFI's, preparing addendum support documents and attending additional meetings to support the bidding process.
 - After completion of 1st bid opening, County rejected all submitted bids due to technicalities with no fault from the design team. After a 2nd public bid period was established, all previously submitted addendum information was incorporated into the Well Site drawings and specifications.
 - Provide additional bidding support for the 2nd bid process by answering additional RFI's, preparing additional support documents and attending additional meetings with County staff and attending the additional pre-bid meeting.
 - Provide additional Construction Administration services for the Well Site. These services include additional time for RFI responses, submittal and shop drawing reviews and site observation visits.

- **Task 11** – Separate the main TOMF building into two separate building structures, each with a different construction type.
 - Requested by County on October 24th, 2016 as a result of Ad-Hoc Committee.
 - The main TOMF building will be divided into two separate buildings. The first shall be the “Maintenance Building” and the second shall be the “Operations Building”.
 - The Maintenance Building shall be designed and constructed utilizing a pre-engineered metal building PEMB construction type.
 - The Operations Building shall be designed and constructed utilizing wood framed bearing walls with a stucco finish and engineered wood trusses with a concrete tile roof system.
 - The Operations Building shall be designed to provide a base bid for core and shell with an add alternate to provide the full interior fit out of the operations building.
 - Coordinate all design revisions with consultants.
 - Modify drawings and specifications from original intent to comply with new direction.
 - Provide additional structural engineering and detailing for providing a wood framed structure.
 - Accelerate the design review submittals to provide a 95% construction documents set into the County for permit review by December 31st, 2016. This will lock the project into the 2013 California Building Code cycle.

2. EXHIBIT B – SCHEDULE of the AGREEMENT is amended to read as follows:

Notice to Proceed	May 25, 2016
Schematic Design	July 22, 2016
50% Design	November 18, 2016
95% Design	December 23, 2016
Well Site Bid Documents	January 09, 2017
Final TOMF Bid Documents	June 01, 2017
Construction Bids Received	February 8, 2018
Construction Completed	June 2019
Project Closeout	July 2019

3. The Fee and Scope Schedule of EXHIBIT C – COMPENSATION FOR CONSULTANT’S SERVICES of the AGREEMENT is to be replaced with that attached hereto as Exhibit C to reflect additional compensation for CONSULTANT’S services as described in revised Exhibit A. Exhibit C is amended to add the following:

Task 5: Construction Administration:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$2,200	10%	\$220	\$2,420	
b. Quad Knopf	\$13,500	10%	\$1,350	\$14,850	
c. Task 5 - Total					\$17,270

Task 6: Geotechnical – (3) additional borings for the proposed fire station:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$455	10%	\$45	\$500	
b. Salem Engineering	\$1,402	7%	\$98	\$1,500	
c. Task 6 - Total					\$2,000

Task 7: Geotechnical – Well Site Boring

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$455	10%	\$45	\$500	
b. Salem Engineering	\$1,210	7%	\$85	\$1,295	
c. Task 7 – Total					\$1,795

Task 8: Well Site dedicated electrical service design for fire pump:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$909	10%	\$91	\$1,000	
b. Teter – Elec.	\$4,545	10%	\$455	\$5,000	
c. Task 8 – Total					\$6,000

Task 9: Provide Additional Cost Management Services:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$568	10%	\$57	\$625	
b. Cumming	\$3,977	10%	\$398	\$4,375	
c. Task 9 – Total					\$5,000

Task 10: Preparation of Separate Drawings & Specifications for Well Site bid package & CA:

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$11,080	10%	\$1,108	\$12,188	
b. Teter – Elec.	\$6,818	10%	\$682	\$7,500	
c. Quad Knopf	\$32,892	10%	\$3,289	\$36,181	
d. Task 10 – Total					\$55,869

Task 11: Provide Two (2) Separate Building Types (Maintenance & Operation Buildings):

	<u>Cost</u>	<u>Fee Rate</u>	<u>Fee</u>	<u>Sub-total</u>	
a. Arrington Watkins	\$22,160	10%	\$2,216	\$24,376	
b. Teter – MP.	\$6,271	10%	\$627	\$6,898	
c. Teter – Elec.	\$6,271	10%	\$627	\$6,898	
d. Teter – Struct.	\$6,271	10%	\$627	\$6,898	
e. Task 11 – Total					\$45,070

Total Additional Compensation: **\$133,004**

4. EXHIBIT E (“Vital Personnel”) is amended to add the following individuals:

List of Vital Personnel			
Vital Personnel	Role	Billing Class	Contact Information
Robert F. Gottselig <i>Teter</i>	Structural Engineer	Managing Structural Engineer	Email: robb.gottselig@teterae.com Telephone: (559) 437-0887 Address: 7535 N. Palm Ave., Suite 201 Fresno, CA 93711
Tom McCurdy <i>Quad Knopf</i>	Civil – Public Works Manager	Senior Project Manager	Email: Tom.McCurdy@qkinc.com Telephone: (559) 733-0440 Address: 901 East Main Street Visalia, CA 93277

All other terms and conditions of Tulare County Agreement No. 27627 will remain in full force and effect.

THE Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By *J. Alan Trumbley*
Chairman, Board of Supervisors

ATTEST: Michael C. Spata,
County Administrative Officer/
Clerk of the Board of Supervisors

By *Mary Rehillo*
Deputy Clerk

CONSULTANT

By *Patricia M Thornton*

Patricia M. Thornton, President
Arrington Watkins Architects, Inc.

By *Michael W. Conder*

Michael W. Conder, Secretary / Treasurer
Arrington Watkins Architects, Inc.

Approved as to Form
County Counsel

By *Jennifer Nielsen* 05/14/18
Deputy

Matter ID: 2018759

EXHIBIT C
REVISED FEE AND SCOPE SCHEDULE

Summary

Fee and Scope Schedules
TULARE - TONF

Summary

Arlington Watkins Architects, Inc.
 5240 N. 19th Ct #101, Phoenix, Arizona 85018
 (602) 278-4370 Fax (602) 278-8110

Revised April 25th, 2018

BASRC SERVICE	BASRC TASK TOTALS	Architect AN	CONSULTANT'S FEE TOTALS	CONSULTANTS' FEE					Landscape Chgd	Site/Site Satem	Cost Controlling
				Architect Fehr	MSF Tester	ELSC Tester	Structural Tester	Chgd & Chgd Chgd			
1 PRE DESIGN AND DESIGN DEVELOPMENT	\$ 86,970	\$ 31,334	\$ 55,576	\$ 472	\$ 3,245	\$ 83,517	\$ 6,418	\$ 803	\$ 12,034	\$ 7,375	
2 SCHEMATIC DESIGN	\$ 96,525	\$ 42,874	\$ 54,651	\$ 858	\$ 5,860	\$ 7,499	\$ 10,373	\$ 998	\$ 0	\$ 13,873	
3 CONSTRUCTION DOCUMENTS	\$ 338,986	\$ 106,703	\$ 232,283	\$ 3,886	\$ 20,366	\$ 23,726	\$ 56,888	\$ 5,333	\$ 0	\$ 36,887	
4 BIDDING	\$ 26,783	\$ 10,574	\$ 16,209	\$ 3,938	\$ 3,128	\$ 33,483	\$ 3,165	\$ 403	\$ 0	\$ 0	
5 CONSTRUCTION ADMINISTRATION	\$ 119,239	\$ 39,839	\$ 82,713	\$ 28,746	\$ 3,439	\$ 93,517	\$ 10,460	\$ 1,396	\$ 0	\$ 0	
6 GEOTECHNICAL - (2) P.S. BORINGS	\$ 1,657	\$ 455	\$ 1,202	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,657	\$ 0	
7 GEOTECHNICAL - WELL SITE BORING	\$ 1,665	\$ 455	\$ 1,210	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,665	\$ 0	
8 WELL SITE PUMP ELECTRICAL	\$ 5,454	\$ 909	\$ 4,545	\$ 0	\$ 0	\$ 4,545	\$ 0	\$ 0	\$ 0	\$ 0	
9 ADDITIONAL COST MANAGEMENT SERVICES	\$ 4,545	\$ 568	\$ 3,977	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3,977	
10 SEPARATE WELL SITE BID PACKAGE & CA	\$ 50,790	\$ 11,060	\$ 39,730	\$ 0	\$ 0	\$ 8,819	\$ 0	\$ 0	\$ 31,893	\$ 0	
11 PROVIDE (2) SEPARATE BIDDING TYPES	\$ 40,973	\$ 22,160	\$ 18,813	\$ 0	\$ 5,371	\$ 6,371	\$ 6,371	\$ 0	\$ 0	\$ 0	
TOTAL BASRC COSTS	\$ 773,787	\$ 251,838	\$ 511,859	\$ 32,794	\$ 33,923	\$ 33,218	\$ 73,833	\$ 219,713	\$ 13,638	\$ 51,311	
FEE PERCENTAGE FEE	\$ 76,940	10%	\$ 51,750	\$ 2,878	\$ 3,309	\$ 6,183	\$ 7,445	\$ 21,971	\$ 873	\$ 5,171	
TOTAL BASRC COSTS + FEE	\$ 850,726	\$ 258,968	\$ 563,609	\$ 35,672	\$ 37,232	\$ 39,399	\$ 81,278	\$ 241,684	\$ 9,511	\$ 56,482	
EXPENSES	\$ 187,666	\$ 41,555	\$ 146,111	\$ 40,300	\$ 500	\$ 500	\$ 500	\$ 13,410	\$ 120	\$ 650	
TOTAL PROJECT COSTS	\$ 1,038,392	\$ 329,843	\$ 788,750	\$ 71,940	\$ 53,397	\$ 72,897	\$ 82,398	\$ 255,094	\$ 9,698	\$ 57,532	

Attachment C

Tulare County Agreement No. 27627

With Arrington Watkins Architects

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING
SERVICES FOR THE DESIGN OF A TRANSIT OPERATIONS AND MAINTENANCE
FACILITY**

THIS AGREEMENT, is entered into as of May 24, 2016, between the COUNTY OF TULARE, referred to as "COUNTY", and Arrington Watkins Architects, LLC, referred to as "CONSULTANT", incorporated within the State of Arizona in 1994, with reference to the following:

WHEREAS,

A. COUNTY has received funding from various sources to design and construct a Transit Operations and Maintenance Facility ("TOMF"), including Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA), Congestion Mitigation and Air Quality Improvement Program (CMAQ), Tulare County Measure R, CalOES Prop 1 B Grant Program, State Transit Assistance (STA) and Local Transportation Funds (LTF) (collectively referred to as the "Funding Sources").

B. COUNTY has requested proposals for professional architectural and engineering services related to the design of the TOMF. These services are to also include Pre-Design and Design Development, Schematic Design, Construction Document Preparation, Bidding Phase Services, and Construction Phase Services. This may include preparation of progress and final reports or similar evidence of attainment of the agreement objectives.

C. CONSULTANT's response indicates that it possesses the professional qualifications, relevant experience and demonstrated competence to provide such services.

ACCORDINGLY, IT IS AGREED:

1. SERVICES. CONSULTANT will provide professional engineering services, more particularly described in Exhibit A ("SCOPE OF WORK"). All work performed and billed to COUNTY by CONSULTANT shall be grant eligible under the funding sources, unless otherwise directed by the COUNTY, in writing.

2. TIME FOR PERFORMANCE/TERM. Time is of the essence in this Agreement. The services as described in Exhibit A of this agreement, will commence within five days of receipt of a written notice to proceed issued following acceptance of this Agreement by the COUNTY. The schedule is detailed in Exhibit B of this agreement and this agreement shall terminate according to the schedule. Mutually acceptable changes in the scope, character, or

TULARE COUNTY AGREEMENT NO. 27627

complexity of the work if such changes become desirable or necessary as the work progresses will be accommodated by a supplemental agreement. An appropriate extension of time may be made in the form of a supplemental agreement in case of unavoidable delays. Corresponding warranted adjustments in payment will be made based upon the incorporated rate schedule.

3. COMPENSATION. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in Exhibit C, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in Exhibit C. In the event, that COUNTY determines that a change to the work from that specified in Exhibit C and the contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$64,920. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in Exhibit C.

When milestone cost estimates are included in Exhibit C, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions of this agreement.

No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for Exhibit C and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Benjamin Ruiz, Jr., P.E.
Assistant Director for Public Works
Tulare County Resource Management Agency
5961 South Mooney Boulevard
Visalia, CA 93277

Fax No.: (559) 730-2653 Confirming No.: (559) 624-7000,
Email: bruiz@co.tulare.ca.us

The total amount payable by COUNTY including the fixed fee and expenses shall not exceed \$905,388.

Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

All subcontracts in excess of \$25,000 shall contain the above provisions.

4. COMPLIANCE WITH LAW. CONSULTANT will provide the services called for under this Agreement in accordance with applicable federal, state, and local laws, regulations and directives. With respect to CONSULTANT's employees, CONSULTANT will comply with all laws and regulations pertaining to wages and hours (including prevailing wage rates where applicable), state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

5. BOOKS, DOCUMENTS, PAPERS, AND RECORDS. CONSULTANT will maintain complete and accurate books, documents, papers and records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to

any payments to employees or subcontractors. All such records will be prepared in accordance with generally accepted accounting procedures, will be clearly identified, and will be kept readily accessible. Upon request, CONSULTANT will make such records available for inspection by the County, State, the Comptroller General of the United States, all of the Funding Sources, other jurisdictional agency, or duly authorized representatives for the purpose of making audit, examination, excerpts, and/or transcriptions of such records during the agreement period and continuing for a period of five (5) years from the date of final payment under this Agreement. The requirements of this section shall also apply to any subconsultants or subcontractors of CONSULTANT who perform work or receive payment in connection with this Agreement.

6. PERFORMANCE REQUIREMENTS. CONSULTANT shall be held to the same goals, milestones, performance measurements, laws, regulations, and requirements as entered into by COUNTY in its various Funding Sources agreements.

7. INDEPENDENT CONTRACTOR STATUS. CONSULTANT will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement may be construed to constitute CONSULTANT or any of its agents, employees or officers as employees or officers of COUNTY. CONSULTANT agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. CONSULTANT will be solely responsible for determining the means and methods of performing the specified services, and COUNTY will have no right to control or exercise any supervision over CONSULTANT as to how the services will be performed. COUNTY will not:

- a. Withhold FICA (Social Security) from CONSULTANT's payments.
- b. Make state or federal unemployment insurance contributions on CONSULTANT's behalf.
- c. Withhold state or federal income tax from payments to CONSULTANT.
- d. Make disability insurance contributions on behalf of CONSULTANT.
- e. Obtain unemployment compensation insurance on behalf of CONSULTANT.

Notwithstanding this independent contractor relationship, COUNTY reserves the right to monitor and evaluate the performance of CONSULTANT for the purpose of assuring compliance with this Agreement.

8. NON-ASSIGNABILITY AND SUBCONTRACTING. Nothing contained in this contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and

obligations hereunder. Consultant agrees to be fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant .

Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill and expertise of CONSULTANT and no part of this Agreement may be assigned by CONSULTANT, except that services may be subcontracted to reputable and qualified subcontractors as otherwise provided for in this agreement. Subcontracts exceeding \$25,000 in cost shall contain all provisions of this agreement. Any substitution of subconsultants must first be approved in writing by the COUNTY's Contract Administrator.

9. INSURANCE. Prior to approval of this agreement by the COUNTY, CONSULTANT shall file with the COUNTY's Resource Management Agency evidence of required insurance as set forth in Exhibit D, "INSURANCE REQUIREMENTS," Exhibit D attached, which outlines the minimum scope, specifications and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in INSURANCE REQUIREMENTS Exhibit D shall not be used to reduce limits available to COUNTY as an additional insured from the CONSULTANT's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

10. INDEMNIFICATION: CONSULTANT shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the willful misconduct, or the negligent acts or omissions, of CONSULTANT or its agents, officers and employees under this agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against COUNTY alleging civil rights violations by CONSULTANT under Government Code sections 12920 et seq. (California Fair Employment and Housing Act). The indemnification obligation shall continue beyond the term of this

Agreement as to any willful misconduct, errors, omissions, or negligent acts occurring under this Agreement or any extension of this Agreement.

11. TERMINATION. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

(a) Without Cause: COUNTY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the CONSULTANT the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONSULTANT of any and all plans, specifications and estimates, and other documents prepared by CONSULTANT in accordance with this Agreement. No Sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by CONSULTANT or anyone acting on CONSULTANT's behalf, as to any matter related in any way to COUNTY's retention of CONSULTANT, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONSULTANT to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach,

the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within FIVE (5) days of written notice specifying the breach. If the breach is not remedied within that FIVE (5) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination. COUNTY will pay to the CONSULTANT the compensation earned for work performed and not previously paid to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONSULTANT of any and all reports and other documents prepared by CONSULTANT by the date of termination in accordance with this Agreement. COUNTY will not pay lost anticipated profits or other economic loss, nor will the COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONSULTANT's SCOPE OF WORK exceeds the unpaid balance of the agreement, the CONSULTANT must pay the difference to the COUNTY. Sanctions taken will be possible rejection of future proposals based on specific cause of non-performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONSULTANT's services have been terminated by the COUNTY, said termination will not affect any rights of the COUNTY to recover damages against the CONSULTANT.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONSULTANT's services are to be performed, may immediately suspend performance by CONSULTANT, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONSULTANT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

12. ENTIRE AGREEMENT REPRESENTED. This Agreement represents the entire agreement between CONSULTANT and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

13. HEADINGS. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

14. NOTICE. Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Tulare County Resource Management Agency
Attention: Benjamin Ruiz Jr., Contract Administrator
5961 South Mooney Boulevard
Visalia, CA 93277

Fax No.: (559) 730-2653 Confirming No.: (559) 624-7000,
Email: bruiz@co.tulare.ca.us

CONSULTANT:

Arrington Watkins Architects, Inc.
Attn: David W. Watkins, Principal
5240 N. 16th St, #101
Phoenix, Arizona 85016

Fax No: 602-279-9110 Phone: 602-279-4373
Email: dwatkins@awarch.com

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail will be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph. The above stated CONSULTANT address is to be the main working office location for the duration of this agreement.

15. CONSTRUCTION. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.

16. NO THIRD PARTY BENEFICIARIES INTENDED. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy. The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission,

percentage, brokerage fee, gift, or contingent fee. The COUNTY warrants that they have not required the Consultant to employ or retain any company or person, or to pay or agree to pay any firm, person or organization, any fee, contribution donation or consideration of any land, contingent upon or resulting from the award or formation of this agreement.

17. JURISDICTION/VENUE. This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this Agreement must be brought in Tulare County California. CONSULTANT waives the removal provisions of California code of Civil Procedure Section 394.

18. WAIVERS. The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

19. EXHIBITS AND RECITALS. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

20. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provisions of this Agreement are found by any court or other legal authority, or are agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

21. FURTHER ASSURANCES. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

22. ASSURANCES OF NON-DISCRIMINATION. CONSULTANT will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

23. PROFESSIONAL STANDARDS. By submitting final documents for approval by COUNTY, CONSULTANT represents that said documents were prepared with the ordinary degree of skill and care that would be used by other reasonably competent practitioners under similar circumstances. CONSULTANT will be responsible to COUNTY for the professional

quality, adequacy, and completeness of the services, studies, and reports provided, and represents that such services, studies and reports will be suitable for the intended purposes.

CONSULTANT will perform the services provided in this Agreement in a manner consistent with the professional skill and care ordinarily exercised by members of the planning, engineering, architectural, and environmental profession practicing in the State of California under similar conditions.

Where applicable and in accordance with California law, the responsible engineer or architect shall sign and seal plans, specifications, estimates, reports and engineering data furnished by him/her.

24. VITAL PERSONNEL. Personnel listed in Exhibit E are considered the vital personnel on the CONSULTANT's project team. The Contract Administrator must be notified of any intended changes to the list and given an opportunity to object and to discuss any concerns or objections. Vital personnel are defined as any CONSULTANT employee or subcontractor or subconsultant of CONSULTANT that are authorized by CONSULTANT to represent CONSULTANT in dealings with the COUNTY.

25. COMPUTER SERVICES. The CONSULTANT shall provide computer services as shown in Exhibit F.

26. PATENT RIGHTS AND COPY RIGHTS. Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions shall apply to this agreement. The COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the COUNTY shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

27. OWNERSHIP OF DOCUMENTS. Tracings, plans, specifications, maps and reports prepared or obtained under the terms of this agreement shall be delivered to and become the property of the COUNTY, and basic survey notes and sketches, charts, computations, and other data prepared or obtained under this agreement shall be made available, upon request, to the COUNTY without restriction or limitation on their use. COUNTY will indemnify and hold CONSULTANT harmless for any reuse by COUNTY of documents produced under this agreement for any other projects without the written approval of CONSULTANT. Final reports shall be provided to COUNTY in hardcopy and in electronic Portable Document File (PDF) format. Other electronic files shall be provided in electronic format using standard software.

28. EQUIPMENT PURCHASE. Prior authorization in writing by the COUNTY's Contract Administrator shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

Prior to seeking authorization by the COUNTY's Contract Administrator for the purchase of any item, service or consulting work not covered in the CONSULTANT's Cost Proposal and exceeding \$5,000, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the COUNTY elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project.

All subcontracts in excess \$25,000 shall contain the above provisions.

29. DISPUTES. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Administrator and the Assistant Director – Public Works, who may consider written or verbal information submitted by the CONSULTANT.

Not later than 30 days after completion of all work under contract, the CONSULTANT may request review by the County Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

30. CONFIDENTIALITY OF DATA. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion or by public hearing held by the COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from Legislative committee.

CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY and receipt of the COUNTY's written permission.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this article.

31. CONFLICT OF INTEREST. CONSULTANT shall disclose any financial, business, or other relationship with the County that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this article.

CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project will bid on any construction contract, or any contract to provide construction inspection for any construction

project resulting from this agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultants who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this agreement.

32. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

33. PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING. CONSULTANT certifies to the best of his or her knowledge and belief that:

a. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

34. AUDIT REVIEW PROCEDURES. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Accounting Officer.

Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Accounting Officer of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

CONSULTANT's and its subcontractors' and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

35. CLAIMS FILED BY CONSTRUCTION CONTRACTOR. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available

for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

36. [deleted]

37. FEDERAL ENVIRONMENTAL STANDARDS, ORDERS, AND REQUIREMENTS. CONSULTANT and the COUNTY agree that all work to be performed under this Agreement must comply with all applicable federal environmental standards, orders, or requirements, including, but not limited to, those issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

38. ENERGY EFFICIENCY. CONSULTANT and the COUNTY agree that all work to be performed under this Agreement must comply with any and all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

39. LOSS OF FUNDING: It is understood and agreed that if the funding is either discontinued or reduced for this project for COUNTY, that COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

40. DBE PARTICIPATION REQUIREMENTS. The County has established a 0.00 % participation goal for the participation of DBE's for this Agreement. The Consultant shall be fully informed respecting Part 26, Title 49, Code of Federal Regulations, which is incorporated by reference, and is urged to obtain DBE participation. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal

DBE Commitment (Exhibit 10-01), or Consultant Contract information (Exhibit 10-02). For contracts with no DBE contract goal, only Exhibit 10-02 must be included by the Consultant.

It is the policy of the County that certified DBE firms shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant shall ensure that certified DBE firms, as defined in said Code of Federal Regulations, have the maximum opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in said Part 26, for such assurance. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant. Failure to carry out the requirements of this paragraph shall constitute a breach of the Agreement and may result in termination of this Agreement or such other remedy the County may deem appropriate.

If DBE participation is obtained, the Consultant shall maintain records of all subconsultant agreements entered into with DBE subconsultants and records of materials purchased from DBE suppliers. Such records shall show each subconsultant's and vendor's name and address and the actual dollars paid to each. Upon completion of the Agreement, a summary of these records shall be prepared, certified correct and submitted on the form "FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST – TIER SUBCONTRACTORS" Form 17-F of the LAPM, or equivalent, by the Consultant to the County's Contract Administrator showing total dollars paid to each DBE subconsultant and supplier.

Any DBE firm working as a subconsultant under this Agreement must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.

The Consultant shall make every reasonable effort to replace a certified DBE firm that is unable to perform the provisions of this contract with another certified DBE firm.

The "Notice To Proposers Disadvantaged Business Enterprise Information" (Exhibit 10-1 of the LAPM) is included in this Consultant contract.

41. FUNDING REQUIREMENTS. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional

restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner

It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

County has the option to void the contract under the 30-day termination clause pursuant to Article 11 of this agreement, or by mutual agreement to amend the contract to reflect any reduction of funds.

41. SAFETY. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County Safety Officer and other County representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

42. DEBARMENT AND SUSPENSION. Consultants signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosure must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by General Services Administration are to be determined by the Federal Highway Administration.

43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION. In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappeasable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

44. INSPECTION OF WORK. Consultant and any subconsultant shall permit County, the state, and the FHWA if federal participating funds are used in this contract, to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

45. RETENTION OF FUNDS. No retainage will be withheld by the Resource Management Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.

46. EVALUATION OF CONSULTANT. Consultant's performance will be evaluated by County. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

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THE Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By Michael E. Finner
Chairman, Board of Supervisors

ATTEST: Michael C. Spota
County Administrative Officer/
Clerk of the Board of Supervisors

By James R. Ybana
Deputy Clerk

CONSULTANT

By: Lynn R. Arrington
Lynn R. Arrington, President
Arrington Watkins Architects, Inc.

By: David W. Watkins
David W. Watkins, Secretary / Treasurer
Arrington Watkins Architects, Inc.

Approved as to Form
County Council

By Jeanette Nilson
Deputy #2016635

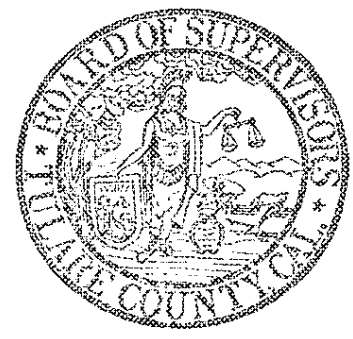


EXHIBIT A
SCOPE OF WORK



Arrington Watkins Architects

Tulare County Resource Management Agency
Transit Operations and Maintenance Facility
(TOMF)

Scope of Work

Architectural

Arrington Watkins Architects..... 8 pages

Mechanical, Electrical, Plumbing, Structural, Architectural CA

Teter Architects Engineers Connected.....10 pages

Civil, Landscape, CNG

Quad Knopf.....2 pages

Geotechnical Engineering

Salem Engineering Group.....4 pages

Cost Management Services

Cumming.....2 pages



Scope of Work - Architectural

Task 1 – Pre-Design and Design Development

This task is primarily related to the start-up of the project and reviewing all available project materials previously developed. The County will forward all relevant drawings, specifications, requirements, Masterplans, budget information, cost estimates, aerial survey and any other pertinent information relevant to the development of the TOMF to Arrington Watkins. Upon review and evaluation of the information along with other discussions, the Design Team will provide comments and a cost estimate based on the information provided in the form of a Memorandum of Design. This initial preliminary cost estimate will inform the County and Design Team whether the current anticipated scope is within the established budget. The discussions at the conclusion of this task will impact and form the basis of the Schematic Design Task.

1. Subtasks:

- a. Arrington Watkins will evaluate and comment on the completed 2012 Facility Site Master Plan regarding its findings, recommendations, construction options, design and cost estimates.
- b. Evaluate and comment on the Preliminary Geometry and Landscaping Exhibits.
- c. Evaluate and comment on the Building / Space Programming Matrix.
- d. Evaluate and comment on prior plans and designs previously prepared for this project.
- e. AW will coordinate and help prepare a Draft Memorandum of Design for County review and approval.
- f. Based on comments received, AW will coordinate with the design consultants and refine the Memorandum of Design and issue a Final copy.
- g. **Topographic Survey:** AW will manage and coordinate with Quad Knopf to facilitate the necessary mapping, topographic survey, utility maps and field inspections. AW will also review and coordinate the distribution of the completed survey information with the project team and the County.
- h. **Geotechnical / Soils Report:** AW will manage and coordinate with Salem Engineering Group for the preparation of a geotechnical investigation and percolation testing as described within Salem's proposal. Arrington Watkins Architects (with civil & structural input) will coordinate an exhibit drawing showing the proposed boring locations for Salem's work. AW will also review and coordinate the distribution of the completed geotechnical report with the project team and the County.
- i. **Construction Cost Estimate:** AW will manage and coordinate with Cumming for the preparation of the cost estimate. AW will also review and coordinate the inclusion of the cost estimate into the Memorandum of Design.
- j. As an on-going task, AW will assist the County with permitting and preparing within reason the necessary documentation for permit applications.
- k. The Design Team will review the requirements of the Conditional Use-Permit and will identify any issues of conformance with the County. It is understood that all subsequent design tasks will be in compliance with the Conditional Use-Permit.
- l. As an on-going task, AW will coordinate with the design firm retained by the County to design the Fire Station and Fire Administration buildings shown on the 2012 Facility Site Master Plan.
- m. AW will discuss with the County and help identify any design features that may benefit the future needs of the Tulare County Area Transit for a potential transition to electric, hybrid or fuel cell buses if supported by the budget.



Because this project has a limited budget, any type of detailed analysis, equipment research or system designs for these alternative fuel options is specifically excluded.

2. **Team Meetings:** (4) team meetings are anticipated
3. **Schedule:** Approximately 5 weeks (or longer depending on formal review times). It assumed that the County will have (8) working days for review

Task 2 – Schematic Design

This task includes the initial concept planning, layout of the building designs and continued development/refinement of the site plan. All comments and discussion items from Task 1 will be factored and incorporated as necessary into the development of the schematic documents. The conceptual design, 3D models and drawings developed during this task will form the basis of the construction documents.

4. Subtasks:

- a. Arrington Watkins will continue the development of the site layout, including the building extents, building & structure locations, fences, gates, parking, and site circulation.
- b. AW will develop up to (3) three conceptual floor plans showing the functional relationships of spaces, internal circulation and general size & configuration of the buildings based on the approved building program. Initial plans will only indicate rooms, doors, windows and wall locations. Spaces will be color coded to the owner's program requirements and indicate program compliance.
- c. (1) One Owner meeting is anticipated to present the conceptual site plan and floor plans to the County & user groups. Based on this meeting, a preferred option with additional comments as they apply will be selected by the County for continued development. Building aesthetics, materials and overall goals will be discussed.
- d. Based on the selected option and comments received, AW will coordinate with the design consultants and refine both the site plan and floor plans of the facility. AW will continue development of the buildings as 3D models to establish the design intent of the buildings. From these models, elevations, 3D views and building sections will be conceptually documented. The Site plan will include conceptual utility connections, routing and grading concepts.
- e. A follow up meeting is anticipated to present the refined site plan and building design to the County and user groups. This meeting will be utilized to receive additional input and comments from the County & Users. Initial equipment needs, locations & conceptual furniture layouts will also be discussed.
- f. All input & comments received at the follow up meeting will be incorporated as feasible into the 3D models and drawings. Revised plans and 3D views will be created and will become the formal Schematic Design Submission to the County.
- g. (1) One additional Owner meeting is anticipated to present the Schematic Design submission to the County & Users. The County will have a formal review period to provide written comments on the submission and issue conditional approval and Notice to Proceed with Task 3 Construction Documents.
- h. AW will coordinate the architectural work with all design consultants as the design progresses.



- i. AW will review all design documents prepared by the consultants for project conformance.
 - j. AW will begin preliminary selection of building materials & systems.
 - k. AW will continue research on building codes, permitting requirements & regulations as they are applicable to this project.
 - l. **Construction Cost Estimate:** AW will manage and coordinate with Cumming for the preparation of the Schematic Design cost estimate at the completion of Schematic Design documents.
5. **Team Meetings:** (3) team meetings are anticipated
6. **Schedule:** Approximately 4 weeks (or longer depending on formal review times). It assumed that the County will have (8) working days for review.

Task 3 – Construction Document Preparation

This task includes further development of the approved schematic design plans. It will add additional information to the 3D models and drawings as it progresses. Based on the Cost Estimate from the Schematic Design Submittal, it will establish and refine the final scope of work that is within the project budget. It is assumed that some elements of the project will be identified as add alternates within the final documents for bidding. This task also involves completing all drawings, reports and specifications necessary for the completion of a 100% construction document package for permit review and general contractor use in bidding and construction.

1. Subtasks:

- a. Prepare a 30% Construction Document Submittal
 - i. Incorporate SD comments into the design.
 - ii. Continued development of the 3D Revit model.
 - iii. Develop more detailed plans, elevations & sections.
 - iv. Develop outline specifications
 - v. Develop drawing schedules.
 - vi. Selection of materials and samples.
 - vii. Develop initial code compliance plans
- b. Prepare a 60% Construction Document Submittal
 - i. Incorporate 30% CD comments into the design.
 - ii. Continued development of the 3D Revit model.
 - iii. Continued development of specifications needed.
 - iv. Continued development of construction document drawings.
 - v. Develop & identify details for each area of the building.
 - vi. Continue development of schedules, wall, door & window types.
 - vii. Develop interior elevations.
 - viii. Continue development of code information & documentation.
- c. Prepare a 90% Construction Document Submittal
 - i. Incorporate 60% CD comments into the design.
 - ii. Finalize development of the 3D Revit model.
 - iii. Finalize specifications.
 - iv. Identify all Add Alternates in documents.
 - v. Finalize all schedules, wall, door & window types.
 - vi. Finalize interior elevations
 - vii. Finalize 3D building views



- viii. Finalize code documentation.
- ix. Finalize all drawing types, including details.
- x. Finalize equipment & furniture plans.
- d. Prepare final design Construction Documents for Permit Review
 - i. Incorporate 90% CD comments into the design.
 - ii. Address any discrepancy or coordination issues.
 - iii. Finalize any remaining documentation as identified.
- e. AW will communicate and coordinate all design requirements with consultants.
- f. Communicate with the County on any issues or questions.
- g. Respond to all written comments from the County on all reviews.
- h. Attend team meetings to discuss progress & any issues.
- i. Prepare electronic documents for County review & comment.
- j. **Construction Cost Estimate:** AW will manage and coordinate with Cumming for the preparation of each Construction Document Submittal (30%, 60%, 90% & final) cost estimate.
- k. **Permitting:** This task involves coordinating, printing, filling out permit applications and submitting project documents to the County for plan review and permit approval. Printing, Filing and approval fees will be paid by Tulare County
 - i. Fill out and complete plan review applications with County Assistance.
 - ii. Coordinate and PDF print the necessary documents for plan review requirements.
 - iii. Respond to any plan review comments in writing.
 - iv. Incorporate any corrections to the documents that are necessary to comply with the reviewing entities comments.
 - v. Resubmit the revised plans for permit approval.
 - vi. PDF Print, combine and distribute a complete set of electronic documents to each member of the design team and the County.
 - vii. The preparation of any special-use, zoning variances or use-permits is specifically excluded.

2. **Team Meetings:** (7) team meetings are anticipated for this Task

3. **Schedule:**

- a. Approximately 20 weeks (or longer depending on formal review times of each interim milestone) for total of Construction Document Task 3. It assumed that the County will have (8) working days for review at each interim submittal.
- b. Estimated 8-12 weeks total for the formal County permitting plan review process.

Task 4 – Bidding Phase Services

This task involves coordinating with the County and assisting with the competitive bidding process. It is AW's understanding that the County will take care of most of the bidding process. All document printing, advertisements, bidding specifications and bid opening tasks are excluded.

1. **Subtasks:**

- a. Coordinate PDF print sets and electronic documents for bidding.
- b. Respond to questions from bidders regarding plans and specifications.
- c. Receive, review and make recommendations regarding any requests for substitutions.



- d. Develop and issue addenda as required to modify the contract documents and clarify contractor questions.
- e. Attend a Pre-bid meeting / walk with the County. Teter Architects will represent the design team at this meeting.
- f. Assist the County in evaluating the bids
- g. Submit a complete set of project documents (PDF) to the successful General Contractor.

2. **Team Meetings:** (1) Pre-Bid Meeting (Teter)

3. **Schedule:** Estimated 4-5 weeks

Task 5 – Construction Phase Services

This task involves assisting the County with construction administration services for the duration of construction. The services will consist of the following tasks.

1. **Subtasks:**

- a. Coordinate the attendance of Teter Architects for representation at the on-site construction meetings. One (1) each month, plus an additional (9) site visits for a total of (27) site visits.
- b. Teter will provide general site observations when present on-site for Owner Architect Contractor (OAC) meetings.
- c. Teter will submit reports of the job site visits summarizing the activities at the time of the visit and progress made since the last visit.
- d. AW will review and take action on samples, shop drawings and other submissions.
- e. AW will review and make recommendations on reports from testing laboratories.
- f. AW will review and evaluate any cost savings proposals submitted by contractor.
- g. AW will review special inspection reports submitted.
- h. AW will respond to a reasonable amount of requests for information (RFI).
- i. AW will assist in the review of construction change orders for extra work and time extensions not covered in the contract documents.
- j. AW will coordinate the review of any RFI's, submittals, change order requests with the design consultants as it pertains to their scope of work.
- k. AW will coordinate with Teter & County to determine the dates for substantial completion and final completion.
- l. AW will keep the electronic drawings (Revit Model) up to date as we issue ASI's, RFI responses or any other approved changes that are in the control of the Design Team.
- m. Review all warranties and close-out paperwork assembled by the contractor as described in the project specifications.
- n. Deliver all correspondence, shop drawings, directives, RFI's and record drawings to the County.
- o. AW will review as-built drawings submitted by contractor and make comments, but transferring any as-built information into a digital format (AutoCAD or Revit) is specifically excluded.
- p. Special Structural Inspections (SSI's) or any other Special Inspections are specifically excluded.



2. **Team Meetings:** AW will attend (1) Substantial Completion Punch List Walk. All other construction meetings will be attended by Teter as identified within their scope of work for architectural construction phase services.
3. **Schedule:** Approximate 18 month construction duration.

On Going Task – Project Management

This task primarily deals with managing the scope, schedule, budget and being responsive to the project team. Arrington Watkins will facilitate and coordinate with the County for project meetings. The purpose of the meetings will be to report on project issues, work in progress, work completed, schedule and to seek input on planning and design.

1. Sub-Tasks:

- a. Establish meeting times
- b. Prepare meeting agendas
- c. Prepare minutes to document decisions and action items
- d. Submit meeting minutes to project team for review
- e. Incorporate comments from draft reports and issue final versions
- f. Establish and maintain project schedule
- g. Coordinate consultants

Assumptions, clarifications or exclusions as they pertain to this scope of work:

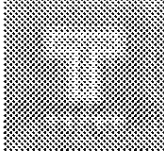
1. Information Technology (IT) – Telephone & computer equipment: The specifying of computers, consoles, TV / Monitors and phone systems are excluded.
2. Security System: The design team will coordinate with the County to specify & detail a security system that provides access control on a select number of doors & gates, interior & exterior camera system and motion detectors if needed. The system will be based on the available budget and is intended to be a basic IP stand-alone system that will have remote access availability through secure internet protocols. This will be accomplished with a performance based specification and device types identified within the documents.
3. Commissioning: The design team will prepare a basis of design and other code required design documentation per the energy code requirements. We will also coordinate with an outside commissioning agent selected by the County while we are preparing the system designs. All other activities, such as testing and verification that is normally the responsibility of a commissioning agent is excluded.
4. Savings by Design: The design team will assist with the preparation of paperwork, modeling and coordination with PG&E on the program. Any recommended solutions, products or enhancements by the program will need to be verified with the available budget. All financial incentives from the program that is payable to the Owner / County under the program will go to the County. All financial incentives from the program that is payable to the Architect / Engineer will go to Arrington Watkins Architects.
5. Bidding Phase: It is our understanding that the County will take care of most of the bidding process. Our role would be limited to answering contractor questions, preparing addendums, attending a pre-bid meeting and helping the County to evaluate the bids.



All document printing, advertisements, bidding specifications and bid opening tasks are excluded.

6. Materials Testing & Special Structural Inspections: All material testing & special inspections required by code and specifications are excluded.
7. Construction Administration Field Visits: A total of (27) field visits plus one (1) substantial completion walk and one (1) final completion back check is allocated within the current proposal.
8. Fire Protection Design: A performance based specification will be developed in conjunction with drawings that indicate system requirements and design intent. Any special zones would be identified along with primary device locations. Detailed system design and engineering would be part of a deferred submittal by the contractor.
9. CNG Design: A performance based design and specification will be developed in conjunction with drawings that indicate full scope, layout and design intent for the CNG system. Design team will establish early and good communication with equipment providers to make sure appropriate equipment is specified.
10. Bus Parking / Solar Canopies: All design of potential bus parking canopies and solar PV system design is excluded. The design team will coordinate the location of conduits from electrical room(s) to site specific areas for the eventual installation of a PV system.
11. Fuel Canopies: Design team will include design layout and specifications for basic fuel type canopy systems.
12. Furniture & Equipment: Design team will coordinate with the County on necessary furniture systems and provide basic specifications and location requirements. Coordination of necessary power/data requirements will be included. All equipment necessary for the operation of the maintenance facility, wash building & fueling will be coordinated. It is our understanding that movable or non-fixed maintenance equipment such as vehicle lifts and special tools will be provided by a vendor. Design team will coordinate with vendor as necessary for proper placement and hookups.
13. Hazardous Material Abatement: Identification and removal of any hazardous materials on site is excluded. Any design and documentation related to the handling and storage of hazardous materials or designated wastes is also excluded.
14. Lightning Protection: Dedicated lightning protection system design is excluded.
15. Permits & Fees: Arrington Watkins will coordinate with the County any necessary permit applications. The County is responsible for all required permit fees and printing costs associated with permit applications. AW will coordinate the printing of drawing or specification sets, but excludes the costs of printing from our proposal.
16. Moving & Relocation: All moving and relocation planning and costs are excluded.
17. Existing Documents: It is our understanding that the County will provide the design team with all existing documents in their native digital format for use by the team. We will endeavor to utilize as much of the information as feasible.

18. Printing: Arrington Watkins Architects will produce all documentation digitally in PDF format. We will coordinate the printing of physical document sets as necessary for the County, other reviewers and agencies, but exclude the cost of major print jobs or shipping costs. AW has included an allowance in our expenses for miscellaneous printing that will occur for coordination, meetings and other incidentals necessary to perform our work.
19. Design Submittals: We propose submitting all required design submittals digitally in PDF format for review and comment by the County. Arrington Watkins will utilize an online project site for distribution and storage of all project information. All comments will be tracked digitally on the PDF documents. AW will coordinate the printing of full size drawings or specification sets if the County prefers, but excludes the costs of printing and shipping from our proposal.
20. Preparation of Record Drawings: Design team will review and comment on as-built information as prepared by the contractor. Transferring any as-built information into a digital format (AutoCAD or Revit) is excluded.
21. Site assessments: Archaeological surveys, studies or reports; Endangered Species reports or studies; Historical surveys or environmental reports are excluded.
22. Site Use: The preparation of any Entitlement services, conditional use-permits, variances, zoning & use issues and lot line adjustments are excluded.
23. Life Cycle cost analysis is excluded.
24. Construction scheduling, construction surveying & staking is excluded.
25. LEED Certification: All services related to LEED documentation is excluded.
26. Value Engineering and major revisions after the completion of Task 3 is excluded.
27. Acoustical & Audio-Visual design is excluded.
28. Operations: Investigations involving detailed consideration of operations, maintenance and overhead expenses, preparation of feasibility and energy studies, cash flow and economic evaluations, rate schedules and appraisals are excluded.
29. Off-Site Electrical: Electrical design related to traffic signals & controls and street lighting is excluded.



Scope of Work – Mechanical, Electrical, Plumbing, Structural, Architectural CA

March 10, 2015 (Revised April 13, 2016)

Lynn Arrington
Arrington Watkins Architects, LLC
5240 North 16th Street
Suite 101
Phoenix, AZ 85016

SUBJECT: Proposal for Consulting Services (REV 1 – April 13, 2016)
PROJECT: Tulare County Transit Operations and Maintenance Facility (TOMF)
TETER PROJ. NO.: A 15-9983 A
PROJECT SCOPE: Professional Services: Structural, Mechanical, Plumbing, and Electrical Engineering and Limited Architectural Construction Administration Support
OWNER: Tulare County

Dear Lynn:

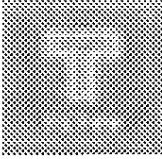
In accordance with your request TETER proposes to provide consulting services for the Tulare County TOMF project, based on the following:

SCOPE OF SERVICES

- Scope of Services to be provided on a Task basis. TETER involvement during Tasks are as follows:

TETER Scope of Services					
Task / Item	Mechanical	Plumbing	Electrical	Structural	Architectural
Task 1: Pre Design and Design Development	Yes	Yes	Yes	Yes	Yes-Limited
Task 2: Schematic Design	Yes	Yes	Yes	Yes	Yes-Limited
Task 3: Construction Documents:					Yes-Limited
30% Design	Yes	Yes	Yes	Yes	Yes-Limited
60% Design	Yes	Yes	Yes	Yes	Yes-Limited
90% Design	Yes	Yes	Yes	Yes	Yes-Limited
Plan Check	Yes	Yes	Yes	Yes	Yes-Limited
Final Design	Yes	Yes	Yes	Yes	Yes-Limited
Task 4: Bidding Phase Services	Yes	Yes	Yes	Yes	Yes-Limited
Task 5: Construction Phase Services	Yes	Yes	Yes	Yes	Yes-Limited

- TETER General Scope of Services:
 - Attend periodic Design Team meetings via Go-To-Meeting, Teleconferences or in-person (at TETER Visalia or Fresno offices). The proposal includes up to ten (10) design meetings.
 - Assist Cumming with information (from MEPS Engineering Disciplines) for preparation of Opinion of Probable Construction Cost Estimate (prepared by Cumming).



- Preparation of MEPS drawings, Book Specifications and calculations for plan review by Tulare County.
- Address plan check comments arising from the plan review process.
- Task 4 – Bidding Phase:
 - Respond to reasonable Contractor Requests for Information (RFI) during Bidding. RFI's to include question along with recommended solution.
 - Provide supplemental instructions and clarifications to bidders as necessary (limited to MEPS).
- Task 5 – Construction Administration:
 - Respond to reasonable Contractor Requests for Information (RFI) during Construction (limited to RFI's associated with MEPS design). RFI's to include question along with recommended solution.
 - Review and process submittals and shop drawings (limited to MEPS systems) from Contractor.
 - Provide site observations visits at milestones during the course of construction (see Attachments A, B, C and D for additional information).
 - Perform construction 'punchlist' services at the end of the project (see Attachments A, B, C and D for additional information).
- TETER Scope of Services, by Discipline: see attached Attachments A, B, C and D for additional information.

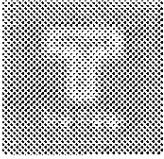
BUILDING CONSTRUCTION: Based on conversations with Arrington Watkins, TETER understands the Building Construction will consist of the following:

- Operations and Administration Building: Building structural system will be determined during Task 1 with County input.
- Maintenance Building (5-bays): Building structural system will be determined during Task 1 with County input.
- Bus Wash Building: Building structural system will be determined during Task 1 with County input.
- Fuel Island Canopy: Building structural system will be determined during Task 1 with County input.

Note: Potential structural systems include Pre-Engineered Metal Building (PEMB).

PROJECT DELIVERY METHOD: It is understood that construction drawings will be prepared using REVIT and TETER will develop respective MEPS models to LOD 200 level.

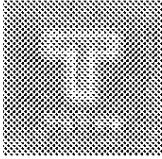
PROFESSIONAL LIABILITY INSURANCE: In order to provide the Tulare County required Professional Liability insurance (\$2,000,000 per claim and \$4,000,000 aggregate), TETER will carry project specific insurance coverage that requires a premium increase, the cost for this premium increase is as indicated in the Fees section. The Tulare County Contract requires evidence of insurance to be maintained for at least 5-years after completion of the contract work. Assuming the Design and Construction Tasks of the project will be 24 to 30 months, TETER estimates that insurance will be required for a 7 to 8 year period.



EXCLUSIONS: The following services are not included in this proposal but may be available upon Client's request at an additional fee (see also Attachments A, B, C and D for discipline specific exclusions):

1. Design associated with Bus (solar) Canopy (approximately 16,000 SF based on 25 positions at 44' x 14' per position)
2. Design of PV/Solar array system.
3. Design associated with 911 Call Center and Communication Tower (shown on 2012 Facility Master Plan document provided by Tulare County as part of RFQ information).
4. Agency negotiations, approvals, design and documentation for handling and storage of hazardous materials and designated wastes, including but not limited to asbestos, its detection and removal.
5. Archaeological surveys, studies or reports.
6. Endangered Species reports or studies.
7. Life Cycle Cost analysis.
8. Construction scheduling.
9. Construction surveying, staking, etc.
10. Consultation, addenda or redesign related to Client changes after design is approved.
11. Value Engineering and revisions after completion of Task 3.
12. Services associated with process or requirements of Codes or Agencies not indicated above including but not limited to California Environmental Quality Act (CEQA), California Coastal Commission Regulations, Requirements of Regional Water Quality Board, Requirements of Air Quality Management district regulations, Storm Water Pollution Prevention Program (SWPPP).
13. Site Assessments including Historical, Environmental, Archaeological and Endangered Species.
14. Street improvement design services.
15. LEED Certification Services are not included.
16. Building Commissioning Services.
17. Site Use and Entitlement services including Site Plan Review, Conditional Use Permits, Variances, Zoning and Use Issues, and Lot Line Adjustments
18. All Plan Check and Permit Fees, School Fees and other fees that may be required by an Authority Having Jurisdiction.
19. Material Testing and Special Inspection.
20. Asbestos Abatement.
21. Acoustical and Audio Visual design.
22. Services relative to the design and implementation of future facilities, systems, and equipment which are not intended to be constructed during the Construction Phase
23. Any other fee or service not specifically described in this proposal.
24. Travel to Arrington Watkins offices.
25. Clash Detection and the associated development of NWC files is excluded.
26. Preparation of as-built drawings is excluded.
27. Printing costs associated with Plan Check submittals, Bid Phase and Construction Phase reproductions of drawings and specifications.

TETER appreciates the opportunity to be part of the Arrington Watkins Team in providing design services to Tulare County for this facility.



This proposal is of no binding effect on any party hereto unless a formal written contract is subsequently entered into. If you would like to discuss this matter further, or need additional clarification, please do not hesitate to contact me at (559) 437-0887.

Sincerely,

Michael J. Auchter, PE
Partner
TETER, LLP

Attachments:

- Attachment A: mechanical scope of services
- Attachment B: electrical scope of services
- Attachment C: structural scope of services
- Attachment D: limited architectural scope of services

TOMF Proposal – Attachment A
Mechanical and Plumbing Engineering Services

CONSULTING SERVICES: TETER to provide *Mechanical/Plumbing Engineering services as outlined below:*

1. General Scope of Work:

- a. Assist Architect and Owner with Savings By Design utility incentive application and processing.
- b. Deliverable: The deliverable will be a set of drawings stamped and signed by a licensed mechanical engineer, book specifications for associated mechanical and plumbing materials, components and equipment, and a mechanical and plumbing REVIT model to LOD 200.
- c. Bidding/Negotiation and Construction Administration support.
 - i. Provide up to three (3) site observations visits at milestones during the course of construction, as requested by the Architect, after installation of major mechanical equipment, mechanical ductwork, air grilles and plumbing rough-in prior to installation of wall finishes.
 - ii. Perform construction 'punchlist' services at the end of the project. Review the punchlist prepared by the Contractor at the end of the Contractor's period of construction, prior to any site visit by Engineer for the purpose of preparing Engineer's punchlist. Make one (1) visit to the site to observe the construction in order to develop a punchlist of items to be corrected by the Contractor. Make one (1) additional site visit after the Contractor has corrected the deficiencies.

2. Mechanical Scope of Work:

- a. Mechanical system design for the Operations and Administration Building to consist of one of the following system options:
 - i. Roof-top Gas/AC units with full economizers and controls to meet California T-24 requirements.
 - ii. Variable Refrigerant Flow (VRF) type system with ducted or ceiling mounted indoor units and a central outdoor condensing unit. Heat recovery system will be examined based on budget constraints.
 - iii. Mini-split systems for support rooms (Electrical, IDF and Elevator Rooms), as required based on heat load or room requirements.
 - iv. Roof-mounted or ceiling mounted exhaust fans for Restrooms, Breakrooms and Janitor's Closet.
- b. Mechanical system design for the Maintenance Building to consist of one of the following system options:
 - i. Roof-top gas-fired make-up air unit with evap-cooling module with ducted distribution.
 - ii. Roof-top evap-cooling system with indoor gas-fired radiant heaters positioned throughout maintenance bays.
 - iii. Exhaust fans for CNG detection system and point-of-use vehicle exhaust system for bus exhaust.
 - iv. CNG Detection System control design and device coordination with Electrical Engineer.

- c. Mechanical ducting plans indicating locations and sizes of supply and return air grilles. Coordinate grille layouts with locations of light fixtures and other ceiling and wall treatments.
- d. Plans indicating locations of all air conditioning and heating equipment, including air handlers, exhaust fans, condensers, etc.
- e. Coordination with architect and structural engineer for roof-top and ground-mounted equipment.
- f. Construction details as necessary to depict how the various mechanical components tie into the surrounding construction.
- g. Schedules for the various pieces of equipment listing their manufacturer names, model numbers, capacities, electrical requirements and weights.
- h. Book specifications for associated Mechanical materials, components and equipment.
- i. California Title-24 energy calculations and documentation.

3. Plumbing Scope of Work

- a. Provide complete Plumbing construction documents for the building consisting of the following:
 - i. Piping distribution plan for hot and cold domestic water piping, gas piping, sewer and vent piping within buildings. Sewer and domestic cold water piping will extend to five (5) feet beyond the building exterior at which point it is understood that it will be continued by the project civil engineer.
 - ii. Piping plans for all toilet rooms.
 - iii. Layout and plan for roof drain lines indicating routing and relative sizes.
 - iv. Plumbing fixture equipment schedule indicating manufacturer names and model numbers as well as required utility service connection size for each.
 - v. Design and layout of compressed air systems for the Bus Maintenance Building.
 - vi. Design and layout of methane gas detection system at vehicle maintenance bays.
 - vii. Design and layout of lubrication system distribution only. Includes piping from central system (designed by others) to hose reel discharge point. Lubrication central system design by others.
 - viii. Plans indicating utility connections (water, sewer, compressed air) to maintenance equipment specified by maintenance consultant (or Architect) at the Bus Maintenance Building.
 - ix. Automated Bus Wash Building: Piping distribution plan for domestic water piping and sewer and vent piping within building only based on Automated Bus Wash manufacturer recommendation / basis of design. Internal wash system equipment design by others. Scope includes interconnecting piping design from wash equipment to distribution end point only. Sewer trench drain and vent piping design based on Automated Bus Wash manufacturer recommendation / basis of design.
 - x. Automated Bus Wash Building: Assist architect and structural engineer with design of water reclamation sediment drain pit and associated water and

sewer piping design. Water reclamation system design by Automated Bus Wash manufacturer.

- b. Provide construction documents and coordination for site natural gas distribution. Includes coordination and application with the utility company. Also includes coordination with Civil Engineer for point of connection for CNG distribution system (designed by Civil).
- c. Provide book specifications for associated Plumbing materials, components and equipment.
 - i. Provide 'performance specifications' for the fire sprinkler system.
- d. Construction details as necessary to depict how the various plumbing components tie into the surrounding construction.

4. Exclusions:

- a. Lubrication system design and specification within Maintenance Building.
- b. Wash Equipment system design and specification.
- c. Water Reclamation system design and specification.
- d. Selection and specification of maintenance equipment for the Bus Maintenance Building. Maintenance equipment will be selected, specified, and utility requirements will be identified by Facility Operator.
- e. Design of fire sprinkler system and piping. Performance specifications for the system will be provided to enable the Owner to obtain competitive bids.
- f. Steam system design, layout and distribution.
- g. Commissioning services or related activities including, but not limited to: Development of Pre-Functional Checklists and/or Functional Performance Testing, System validation/certification, On-site system testing.
- h. Life Cycle Cost Analysis and documentation.
- i. Investigations involving detailed consideration of operations, maintenance and overhead expenses; preparation of feasibility and energy studies, cash flow and economic evaluations, rate schedules and appraisals.
- j. Survey of As-Built conditions for the preparation of AutoCAD (or REVIT) Record Drawing files; Contractor shall provide field markups or redlines for Engineer's review.
- k. Preparation of Operating and Maintenance Manuals and the training of personnel for operation, maintenance and systems start-up.
- l. LEED Design, coordination and documentation.
- m. Building level control system (DDC) design and coordination with existing campus-wide (or County wide) system.

TOMF Proposal – Attachment B – REV 1 (April 13, 2016)
Electrical Engineering Services

CONSULTING SERVICES: TETER to provide *Electrical Engineering services as outlined below:*

1. Site plan including electrical service, emergency power and parking lot lighting.
2. Power plans indicating locations of power outlets, junction boxes, new switchboard distribution system, sub-panels, wire sizes and power requirements for mechanical and plumbing equipment.
3. Power plans for CNG fueling station.
4. Panel schedules indicating circuiting, breaker sizes and wattage loads.
5. Single Line Diagram indicating feeder sizes.
6. Lighting system design, drawings, and specifications.
7. Data/telecommunication system design, drawings and specifications (*based on Tulare County Data Considerations and Specifications documents emailed on April 12, 2016*).
8. Design, drawings and specifications for emergency generator.
9. Provide Performance Specifications for Fire Alarm and electrical power drawings identifying locations of devices.
10. Performance Specifications for Security System and electrical power drawings identifying locations of security devices.
11. Electrical drawings associated with the methane gas detection system.
12. Construction details as necessary to depict how the various electrical components tie into the surrounding construction.
13. Provide book specifications for associated electrical materials, components and equipment.
14. Address plan check comments arising from the plan review process.
15. Construction administration support including submittal reviews, responses to reasonable RFI's and Punchlist. Construction Phase services limited to five (5) site visits.
16. Deliverable: The deliverable will be a set of drawings stamped and signed by a licensed electrical engineer, book specifications for associated electrical materials, components and equipment, and a LOD 200 electrical Revit BIM model showing locations and approximate geometric sizes of switchboards, panel boards, transformers and lighting fixtures.

ASSUMPTIONS: Following are a list of assumptions regarding the *Electrical Engineering* scope of work:

1. ARRINGTON WATKINS will provide a Revit model developed to the appropriate level of detail to allow the input of electrical model elements and suitable for use as a background for the overlaying of the electrical design and the development of drawings.

EXCLUSIONS: Following are a list of Exclusions regarding the *Electrical Engineering* scope of work:

1. Fire alarm system design and drawings.
2. Off-site electrical particular to, but not limited to, traffic signals and controls and street lighting.
3. Design, drawings or specifications for UPS system.
4. Design of alternative energy systems including but not limited to solar/PV.
5. Design and specification of door hardware (access control).

TOMF Proposal – Attachment C
Structural Engineering Services

CONSULTING SERVICES: TETER to provide *Structural Engineering* services as outlined below:

1. Design and detailing of all major structural systems, limited to the (3) buildings and fuel island canopy.
2. Book Specifications for structural systems associated with (3) buildings and fuel island canopy.
3. Anchorage calculations for all mechanical and electrical units associated with the (3) buildings.
4. Foundation and anchorage for site electrical items (light poles, emergency generator).
5. Design of sediment drain pit at Bus Wash building (for water reclamation system, by Others).
6. Construction administration support including submittal reviews, responses to reasonable RFIs and up to 12 site visits for Structural Observation.
7. Deliverables: The deliverables will be a set of drawings stamped and signed by a licensed structural engineer, structural calculations stamped and signed by a licensed structural engineer, book specifications, and a LOD 200 structural Revit BIM model.

ASSUMPTIONS: Following are a list of assumptions regarding the *Structural Engineering* scope of work:

1. Building structural systems will be determined during Phase 1, scope of services based on building systems defined in proposal.
2. TETER will have the opportunity to review and comment on the proposed boring locations on the existing site by the geotechnical engineer.
3. Arrington Watkins will provide a Revit model developed to the appropriate level of detail to allow the input of structural model elements and suitable for use as a background for the overlaying of the structural design and the development of drawings.

EXCLUSIONS: Following are a list of Exclusions regarding the *Structural Engineering* scope of work:

1. Any third-party or outside peer review beyond the required County plan review process.
2. Alternate Bid Design and/or Value Engineering.
3. Design of foundation, seismic anchorage, etc., associated with site structures/elements including CNG equipment; 200,000 gallon water tank; potable water well, etc.
4. Construction structural engineering services (e.g. temporary shoring, lifting analysis, cranes, hoists, etc.).
5. Field observations related to contractor's shoring or bracing for excavations.

TOMF Proposal – ATTACHMENT D
Limited Architectural Services

CONSULTING SERVICES: TETER to provide *Limited Architectural services as outlined below:*

1. Provide limited services during Task 1, 2 and 3:
 - a. Review for Predesign, Schematic Design, Design Development, and Construction Documents for familiarization of project.
 - b. Budget for Tasks 1-3: 40.0 hours
2. Provide limited Bidding Phase and Construction Administrative support as follows:
 - a. Bidding Phase, Task 4:
 - i. Attend Pre-Bid Walk (Design Team Representative)
 - ii. Budget for Phase 4: 24.0 hours
 - b. Construction Phase, Task 5:
 - i. Monthly Construction Meeting Attendance (based on 18-month construction).
 - ii. Up to nine (9) additional Site Visits as requested by Arrington Watkins
 - iii. Conduct follow-up punch walk (architectural) after Contractor has addressed items identified by Arrington Watkins in initial punch walk.
 - iv. Budget for Task 5: 162.0 hours

ASSUMPTIONS and UNDERSTANDINGS: Following are a list of assumptions regarding the *Limited Architectural* scope of work:

1. It is assumed that Arrington Watkins will be the Lead Professional during the Bidding and Construction Administration Phases and will have the following responsibilities:
 - a. Coordinate flow of information (RFIs, Submittals, etc.) between Contractor, Owner and Design Team.
 - b. Provide and maintain electronic information system (ie Newforma or similar software).
 - c. Responding to architectural RFIs.
 - d. Reviewing architectural submittals.
 - e. Site Visits
 - f. Punch List: Arrington Watkins will conduct initial architectural punch walk
2. It is understood that TETER will attend Construction Meetings, but is not responsible for scheduling the meeting, taking meeting minutes, or conducting the meeting.
3. It is understood that the County, or County Representative will manage the Bidding Phase (manage bid list, printing drawings and specifications, etc.).
4. Site visits and attendance at monthly construction meetings is based on 2 hour drive time (to/from) and 4 hours on site.

EXCLUSIONS: Following are a list of Exclusions regarding the *Limited Architectural* scope of work:

1. Meetings with Owner during Tasks 1-3.
2. Attendance at Design Team meetings.
3. Preparation of construction documents.
4. Assisting Arrington Watkins with product research/specifications.



Quad Knopf

Scope of Work – Civil, Landscape & CNG

Task 1: Pre-Design and Design Development

Quad Knopf will review the completed 2012 Facility Site Master Plan, including its findings and recommendations, construction options, conceptual design, and project cost estimates and provide comments to the Design Team and the County. Quad Knopf will provide a detailed report of findings and meet with the Design Team and County Staff to discuss the findings and any recommended changes. Under this task Quad Knopf will provide the following services, preliminary mapping, topographic survey, utility map requests, and field inspections will be conducted.

Task 2: Schematic Design

Based on the pre-design and design development task, Quad Knopf will provide the schematic site plan for the Design Team's use. Utility coordination will begin with this task, which will include contacting the various utility companies in regards to services required for the project.

Task 3: Construction Documents

Quad Knopf will develop a set of plans and specifications for the new TOMF that will be sufficient to bid the project. The plans will include the following:

1. Street improvement plans including curb, gutter and sidewalk
2. Drive approaches into the facility
3. Parking areas
4. Landscaping and Irrigation
5. Fencing and gates
6. Sewer lines and septic system
7. Storm system, including a hydrology study for the sizing of the storm basin
8. Water well with a minimum output of 500 gallons per minute if available
9. 200,000 gallon water tank
10. Water system connecting the new water well to the existing and proposed improvements

The plans and specifications will be submitted to the County along with an opinion of probable construction cost at the 30%, 60%, 90%, and final design stages. Quad Knopf will take any comments received from the County to develop the next stage plans. The final design plans will be a bid ready set.

Utility coordination will continue during the development of the construction documents to insure the necessary services are in place when construction begins.

Task 4: Bidding Phase Services

Quad Knopf will assist the Design Team and County during the bidding phase of the project. Quad Knopf will review any questions submitted by potential bidder (RFI's) and will provide responds to the Design Team and the County.

This task includes the following:

1. Review Requests for Information (RFI) from plan holders during the bidding phase. Our estimate is based on review of 15 RFI's.
2. Prepare addenda language for RFI's applicable to the tasks under the design of Quad Knopf. Quad Knopf's addenda language will be incorporated into the final response prepared by the Design Team and the County and distributed to the plan holders.



Quad Knopf

3. Evaluate the bid items that are applicable to the tasks under the design of Quad Knopf and provide recommendation to the design Team and the County.

Task 5: Construction Phase Services

Quad Knopf will process submittals applicable to Civil Design, Landscape Design and CNG Design and will provide comments and/or approvals to the Design Team and the County.

Quad Knopf will conduct six (6) site visits as needed to evaluate that work applicable to the Civil Design, Landscape Design, and CNG Design and to ensure the work is in accordance with the construction documents. Quad Knopf will perform a final walk-through of the project with Construction Manager for the purpose of compiling a punch list of items to be corrected.

Scope of Work – Geotechnical Engineering

March 11, 2015

PURPOSE

The purpose of this investigation is to evaluate the subsurface conditions encountered during field exploration and to provide Geotechnical engineering recommendations for site preparation, earthwork procedures, foundation system design parameters, and other proposed improvements. The scope of our investigation includes a program of field exploration, laboratory testing, engineering analysis and preparation of a design level Geotechnical report.

SCOPE OF SERVICES

Services provided in conjunction with the preparation of the Geotechnical Investigation Report include field exploration and soil sampling, laboratory testing, engineering evaluation and report preparation.

FIELD EXPLORATION

The field exploration will consist of drilling a total of fifteen (15) exploratory boreholes; sampling of intact and bulk soil specimens for purposes of laboratory testing; performing field penetration resistance tests; and, visually classifying soils exposed during the drilling process. Four (4) of the proposed soil borings will be advanced within the proposed operations, maintenance and administration building pad area to depths of approximately 15 to 50 feet below the ground surface [bgs] or practical refusal. Three (3) of the soil borings will be advanced within the proposed bus parking/solar canopy area to depths of approximately 20 feet [bgs] or practical refusal. One (1) boring will be advanced within the proposed CNG compressor pad area to a depth of approximately 15 feet [bgs] or practical refusal. One (1) boring will be advanced within the proposed bus wash area to a depth of approximately 15 feet [bgs] or practical refusal. One (1) boring will be advanced within the proposed water well and water storage tank area to a depth of approximately 25 feet [bgs] or practical refusal. Three (3) borings will be advanced within the proposed asphalt and concrete paved roadway areas to depths of approximately 5 feet [bgs] or practical refusal. The final two (2) borings will be advanced within the proposed employee and visitor parking lot area to depths of approximately 5 feet [bgs] or practical refusal. In addition, three (3) bulk soil samples will be collected from the upper 3 feet of soil from random locations for R-value testing.

In addition, percolation testing for the on-site retention basin will consist of drilling two (2) exploratory soil profile borings to depths of 15 to 30 feet below existing grade, or practical refusal, for visually classifying soils exposed during the drilling process. Four (4) percolation tests will be conducted within the on-site retention basin area at depths of 4, 6, 8 and 10 feet below existing grade. Percolation tests will consist of approximately 8-inch diameter augered boreholes with 3-inch diameter perforated pipe a gravel material in accordance with the guidelines established by the Uniform Plumbing Code.

At the time of the preparation of this proposal, information pertaining to the potential on-site storm drainage was not available. The final locations and depths of the percolation tests to be conducted within the site, shall be verified by the Civil Engineer of the project. The percolation tests proposed herein are assumed to be considered suitable to determine percolation rates of near surface soils for use as on-site drainage areas.

Additional information may affect the depth and number of tests, in addition to the total estimated fee for services. Acceptability of the percolation test procedures to be used as part of this investigation by the agency of jurisdiction should be verified by the Civil design consultant.

Sampling will be conducted in accordance with standard procedures wherein split spoon samples or other drive barrel samples are obtained in subsurface soils. Disturbed samples will be obtained from the auger cuttings. Three samples are typically obtained in the top 10 feet, and one sample is generally obtained every 5 feet for the remaining depth of the boring. Soils within the upper 10 feet are typically sampled using a California Modified ring sampler for evaluation of in-situ density, moisture content, and collapsible/expansive soils, if encountered. Soil samples will be visually classified in general accordance with the Unified Soil Classification System (USCS).

Hollow-Stem or Solid Flight augers will be utilized to perform the exploratory drilling. Drilling and soil sampling are performed in accordance with ASTM D1586 and D1587 and performed under the direction of a Professional Engineer. Soil borings will be permitted and backfilled in accordance with applicable county agency requirements or other applicable local standards as required.

SALEM will contact local utility companies by calling the Underground Service Alert (USA in Northern and Southern California) prior to conducting boring operations. If required, SALEM will meet with the Landlord or their authorized representatives on site to identify where the planned drilling is to occur. Layout and elevation of the borings will be from available site features.

Prior to demobilizing from the site, SALEM will notify the client of any adverse conditions encountered and be prepared to perform additional testing, if requested. At the completion of drilling and soil sampling, SALEM will backfill the boreholes with drill cuttings, unless local county or city agency requirements specify otherwise. Subsurface utilities in the vicinity of the proposed test borings must be located and marked prior to the commencement of the proposed field exploration. SALEM is not responsible for damage caused to utilities that are not identified prior to commencement of the proposed field exploration.

LABORATORY TESTING

The laboratory-testing program incorporates physical tests for the determination of soil strength, compressibility and corrosion potential in accordance with applicable ASTM standards.

Standard laboratory testing includes:

- In-Situ Moisture and Density
- Shear Strength
- Consolidation
- Soil Sulfate, Chloride, and pH
- Sieve Analysis
- Plasticity Index
- Expansion Index (if needed)
- Laboratory Compaction
- R-Value Determinations

GEOTECHNICAL EVALUATION AND REPORT

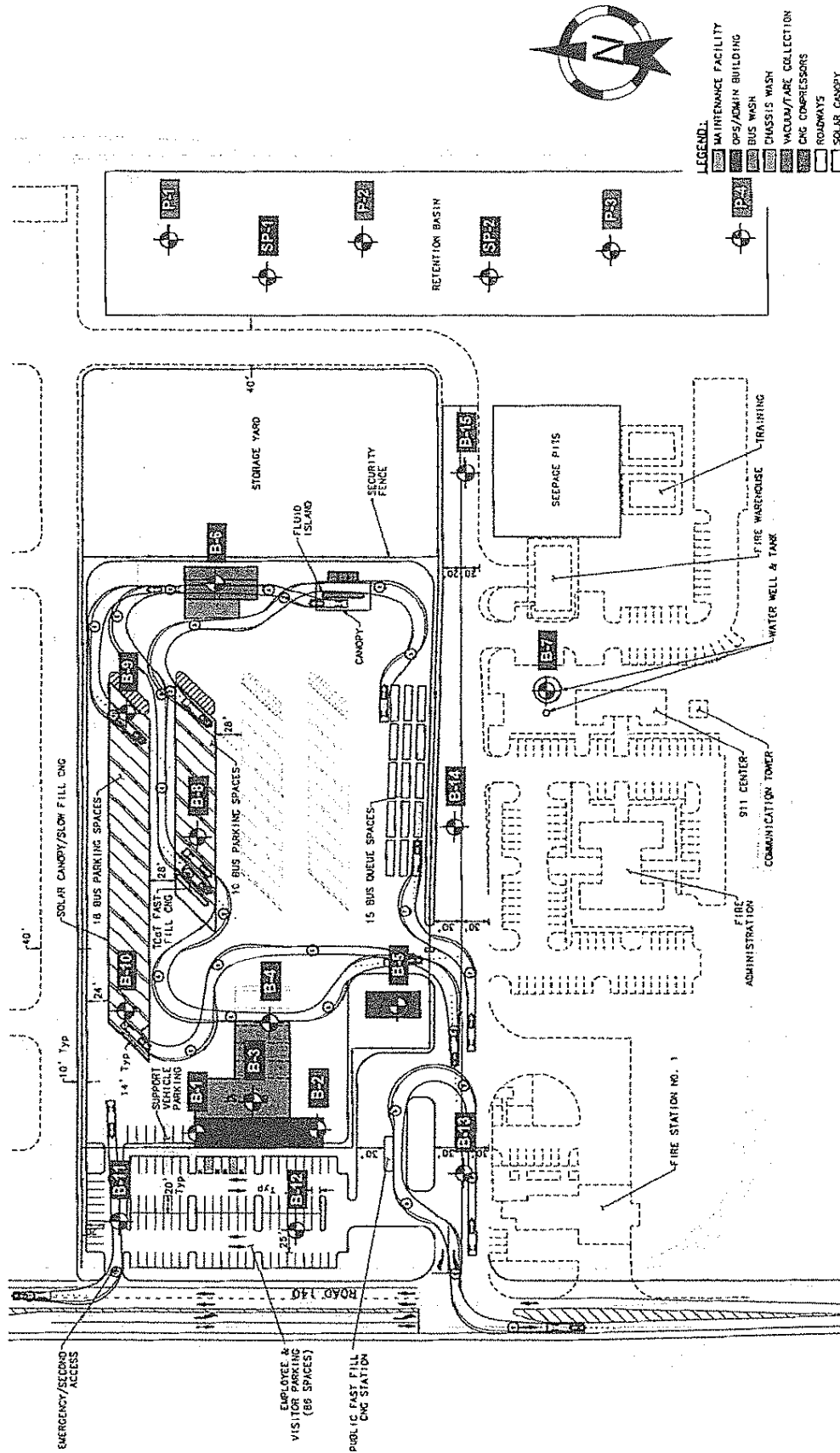
Based on the results of the field exploration and laboratory-testing program, engineering analyses will be conducted to evaluate site conditions and present recommendations for site preparation procedures and design of foundations for the proposed structures and other site improvements. More specifically, the report will include the following items:

- Site Location and Description
- Site Plan with Test Boring Locations
- Logs of Test Borings
- Generalized Geologic / Seismic Hazards
- Results of Laboratory Tests
- Soil and Groundwater Conditions
- Site Preparation Procedures
- Standards for Engineered Fill
- Surface Drainage Control Recommendations
- Foundation Design Parameters for Loading Conditions
- Recommendations for Slab On Grade and Conventional Spread Footings
- Estimates of Structural Settlement & Coefficient of Friction
- Lateral Earth Pressure Coefficients and Recommended Factors of Safety
- Pavement Design Recommendations
- Field Percolation Test Results
- Seismic Design Criteria per 2013 CBC
- Soil-Borne Sulfate Protection
- Utility Pipe Bedding and Backfilling Recommendations
- Recommendations for Handling Groundwater Problems (if any)
- Recommendations for Construction Observations and Testing

The report is prepared and signed by a California Licensed Geotechnical Engineer.

INCLUSIONS / EXCLUSIONS

Delays encountered during field exploration will be subject to a charge of \$250.00 per hour of delay. Other site conditions may require implementation of alternate methods of field exploration; this Fee Estimate does not include alternative field exploration methods. This Fee Estimate does NOT include review of plan costs, environmental assessment costs, geologic hazards evaluation costs, or double-ring infiltrometer testing. If any of the additional services are needed, please do not hesitate to contact our offices for a revised proposal and updated Fee Estimate. This proposal is valid for a period of 90 days after which SALEM reserves the right to modify its content.



- LEGEND:**
- MAINTENANCE FACILITY
 - OPS/ADMIN BUILDING
 - BUS WASH
 - CHASSIS WASH
 - WOOD/PAVE COLLECTION
 - CIG COMPRESSORS
 - ROADWAYS
 - SOLAR CANOPY
 - FUTURE FACILITIES

- LEGEND:**
- Soil Boring Location
 - Percolation Location
 - Soil Profile Location
- All Locations Approximate

SCALE:	NOT TO SCALE	DATE:	01/2016
DRAWN BY:	WN	APPROVED BY:	WN
PROJECT NO.:	P2-216-0024	FIGURE NO.:	1

SITE PLAN
GEOTECHNICAL ENGINEERING INVESTIGATION
 Tulare County Transit Operations &
 Maintenance Facility
 Tulare, California



Scope of Work – Cost Management Services

March 11, 2015

We understand the project scope includes construction of a new Transit Operations and Maintenance Facility on approximately 15 acres of an undeveloped parcel of land in Visalia, CA. The development includes an Operations, Maintenance and Administration building, parking for buses including canopies, additional parking for expanded bus fleet in future, parking for support vehicles, an automated bus wash system, a potable water well and 200,000 gallon water tank to tie in to future expansion of the facility, a storm pond with capacity for future expansion, security (including fencing/gates, lighting etc.), CNG system including storage and dispensing stations, and associated landscape, hardscape, site roads, and site utilities.

The estimated project development budget is \$10.2M.

Our base scope of services can be itemized in the following manner;

1. Pre Design and Design Development Phase

- a. Kick-off and Coordination Meeting with the Design Team (Conference Call)
- b. Review Construction Budget
- c. Prepare Conceptual Design Construction Cost Estimate
- d. Review Construction Cost Estimate with the Design Team (Conference Call)
- e. Review Construction Cost Estimate with the County (Conference Call)

2. Schematic Design Phase

- a. Kick-off and Coordination Meeting with the Design Team (Conference Call)
- b. Prepare Schematic Design Construction Cost Estimate
- c. Prepare Value Engineering estimates / studies
- d. Prepare Estimates for design alternates/ options (cost studies for alternate materials specifications)
- e. Review Construction Cost Estimate with the Design Team (Conference Call)
- f. Review Construction Cost Estimate with the County (Conference Call)

3. Construction Documents

- a. Kick-off and Coordination Meeting with the Design Team (Conference Call)
- b. Prepare Construction Cost Estimate at 30% Design Phase
- c. Prepare Construction Cost Estimate at 60% Design Phase
- d. Prepare Construction Cost Estimate at 90% Design Phase (update 60% Estimate)

- e. Prepare Construction Cost Estimate at Final Design Phase (update 90% Estimate)
- f. Review Construction Cost Estimate with the Design Team (Conference Call)
- g. Review Construction Cost Estimate with the County (Conference Call)

4. Exclusions

- a. Site Visits and associated expenses
- b. Site Meetings and associated expenses
- c. Bid Review and Reconciliation with 3rd Party Estimator or General Contractor
- d. Change Order Review and Change Order Estimating

The estimate will typically comprise construction costs including hard costs, general conditions, bonds, insurance, fees, design contingencies and escalation. All soft costs including FF&E, Kitchen Equipment, Exhibits and construction contingencies are excluded.

We include one revision to our draft submittal for each design phase to capture consultant / owner comments; subsequent revisions would be considered additional services. Additional revisions, estimates, value engineering, estimate reconciliation with third party will be considered as additional service to our base scope and be completed on a time and material basis per agreed hourly rates. We have allowed for no significant alternates in our estimate. We will provide an estimate for all construction disciplines.

Our fees assume drawings, specifications, and reports required for the performance of our work will be provided in hard-copy form (one full size set and one ½ size set) and electronically at no cost to Cumming. Where possible in addition to the hard copies a disk containing PDF's of the drawings should also be included.

Please note we will require written authorization to proceed.

EXHIBIT B

SCHEDULE

Notice to Proceed	May 25, 2016
Schematic Design	July 22, 2016
60% Design	October 7, 2016
Final Bid Documents	December 22, 2016
Construction Bids Received	April 7, 2017
Construction Completed	August 2018

EXHIBIT C
COMPENSATION FOR CONSULTANT'S SERVICES

Summary

Fee and Scope Schedule
TULARE - TOMF
 Summary
 Arrington Watkins Architects, Inc.
 5240 N. 10th St. #101, Phoenix, Arizona 85016
 (602) 279-4373 Fax (602) 279-9110

Revised 5-11-16

BASIC SERVICES	BASIC TASK TOTALS	CONSULTANTS' FEE										Cost Gunning
		Architect AW	CONSULT'S FEE TOTALS	Architect Teter	MP Teter	ELEC Teter	Structural Teter	Civil Quad	Landscape Quad	Geotech Salem		
1 PRE DESIGN AND DESIGN DEVELOPMENT	\$ 84,001	\$ 31,394	\$ 52,607	\$ 479	\$ 4,345	\$ 55,117	\$ 6,418	\$ 16,197	\$ 653	\$ 12,024	\$ 7,373	
2 SCHEMATIC DESIGN	\$ 92,398	\$ 42,074	\$ 50,324	\$ 658	\$ 6,660	\$ 7,419	\$ 10,373	\$ 10,560	\$ 980	\$ 0	\$ 13,673	
3 CONSTRUCTION DOCUMENTS	\$ 306,677	\$ 106,703	\$ 199,974	\$ 3,846	\$ 20,265	\$ 23,726	\$ 34,566	\$ 85,551	\$ 5,333	\$ 0	\$ 26,687	
4 BIDDING	\$ 24,605	\$ 10,574	\$ 14,032	\$ 3,036	\$ 2,128	\$ 2,403	\$ 3,305	\$ 2,664	\$ 435	\$ 0	\$ -	
5 CONSTRUCTION ADMINISTRATION	\$ 99,203	\$ 33,326	\$ 65,877	\$ 20,746	\$ 8,419	\$ 59,517	\$ 13,460	\$ 12,431	\$ 1,306	\$ 0	\$ -	
TOTAL BASIC COSTS	\$ 606,885	\$ 224,071	\$ 382,814	\$ 28,764	\$ 41,818	\$ 48,192	\$ 68,182	\$ 127,403	\$ 8,707	\$ 12,024	\$ 47,734	
FEE PERCENTAGE FEE	\$ 60,328	10% \$ 22,407	\$ 37,921	10% \$ 2,876	\$ 4,182	\$ 4,818	10% \$ 6,818	\$ 12,740	10% \$ 871	7% \$ 842	10% \$ 4,773	
TOTAL BASIC COSTS + FEE	\$ 667,213	\$ 246,478	\$ 420,735	\$ 31,640	\$ 45,999	\$ 53,000	\$ 75,000	\$ 140,144	\$ 9,578	\$ 12,866	\$ 52,507	
EXPENSES	\$ 186,996	\$ 41,565	\$ 145,441	\$ 40,300	\$ 500	\$ 500	\$ 500	\$ 12,740	\$ 120	\$ 90,131	\$ 650	
TOTAL BASIC SERVICES	\$ 854,209	\$ 288,033	\$ 566,176	\$ 71,940	\$ 45,499	\$ 53,500	\$ 75,500	\$ 152,884	\$ 9,698	\$ 102,997	\$ 53,157	

CNG DESIGN SERVICES	CNG Quad/Knopf	BASIC TASK TOTALS		TOTALS
		BASIC TASK TOTALS	TOTALS	
1 PRE DESIGN AND DESIGN DEVELOPMENT	\$ 2,969	\$ 84,001	\$ 86,970	
2 SCHEMATIC DESIGN	\$ 4,126	\$ 92,398	\$ 96,525	
3 CONSTRUCTION DOCUMENTS	\$ 32,509	\$ 306,677	\$ 338,986	
4 BIDDING	\$ 2,177	\$ 24,605	\$ 26,783	
5 CONSTRUCTION ADMINISTRATION	\$ 4,336	\$ 99,203	\$ 103,539	
TOTAL CNG COSTS	\$ 45,918	\$ 606,885	\$ 652,803	TOTAL COSTS
FEE PERCENTAGE FEE	10% \$ 4,592	\$ 60,328	\$ 64,920	TOTAL FEE
TOTAL CNG COSTS + FEE	\$ 50,509	\$ 667,213	\$ 717,722	TOTAL COSTS + FEE
EXPENSES	\$ 670	\$ 186,996	\$ 187,666	TOTAL EXPENSES
TOTAL CNG SERVICES	\$ 51,179	\$ 854,209	\$ 905,388	TOTAL PROJECT COSTS

Fee and Scope Schedule

TULARE - TOMF

Expenses - Arrington Watkins and Consultants

Revised 5-11-16

Expenses

TASK DESCRIPTION	Quantity	UNITS	NUMBER	DESCRIPTION	COST/UNIT	COST
AW Design Trips						
21 Single Person Trips				Sub-Total		\$ 17,787.00
AW Substantial Completion Trip						
Two People for two days				Sub-Total		\$ 2,068.00
AW Printing & Misc. Expenses						
Printing & Misc. Allowance	1	Allowance	1	Project	\$ 6,500.00	\$ 6,500.00
Professional Liability Insurance Increase*	8	Years	1	Each Year	\$ 1,900.00	\$ 15,200.00
* Must be acknowledged at contract signing				Sub-Total		\$ 21,700.00
Arrington Watkins Architects Expenses					TOTAL	\$ 41,555.00

Consultant Expenses

TASK DESCRIPTION	Quantity	UNITS	NUMBER	DESCRIPTION	COST/UNIT	COST
Teter Architecture						
Mileage, Meals & Misc. Expense Allowance*	1	Allowance	1	Project	\$ 1,500.00	\$ 1,500.00
Professional Liability Insurance Increase (Teter Combined)	8	Years	1	Each Year	\$ 4,850.00	\$ 38,800.00
Sub-Total						\$ 40,300.00
Teter - Mechanical & Plumbing						
Mileage, Meals & Misc. Expense Allowance*	1	Allowance	1	Project	\$ 500.00	\$ 500.00
Professional Liability Insurance Increase (Included above)						
Teter - Electrical						
Mileage, Meals & Misc. Expense Allowance*	1	Allowance	1	Project	\$ 500.00	\$ 500.00
Professional Liability Insurance Increase (Included above)						
Teter - Structural						
Mileage, Meals & Misc. Expense Allowance*	1	Allowance	1	Project	\$ 500.00	\$ 500.00
Professional Liability Insurance Increase (Included above)						
Quad Knopf - Civil						
Mileage, Meals & Misc. Expense Allowance*	1	Allowance	1	Project	\$ 740.00	\$ 740.00
Professional Liability Insurance Increase (QK Combined)	8	Years	1	Each Year	\$ 1,500.00	\$ 12,000.00
Sub-Total						\$ 12,740.00
Quad Knopf - Landscape						
Mileage, Meals & Misc. Expense Allowance*	1	Allowance	1	Project	\$ 120.00	\$ 120.00
Professional Liability Insurance Increase (Included above)						
Quad Knopf - CNG						
Mileage, Meals & Misc. Expense Allowance*	1	Allowance	1	Project	\$ 670.00	\$ 670.00
Professional Liability Insurance Increase (Included above)						
Salem - Geotech						
Geotechnical Drilling Permit from County	1	Permit	1	Project	\$ 131.00	\$ 131.00
Professional Liability Insurance Increase	1	Lump Sum	1	Project	\$ 90,000.00	\$ 90,000.00
Sub-Total						\$ 90,131.00
Cost Estimating - Cumming						
Trip (Airline Flight, car, meals & misc.)	1	Allowance	1	Project	\$ 650.00	\$ 650.00
*Meals at per diem rates, local travel at federal mileage rates						
Consultant Expenses					TOTAL	\$ 146,111.00

EXHIBIT D

SAMPLE INSURANCE REQUIREMENTS

PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS

CONSULTANT shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONSULTANT, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single Limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the CONSULTANT's profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
2. CONSULTANT must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.*
 - b. *For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, its employees, agents and subcontractors.

- a. *Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, its employees, agents and subcontractors. CONSULTANT waives all rights against the County and its officers, agents, official, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A:-VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

F. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONSULTANT shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT E
VITAL PERSONNEL

2. List of Vital Personnel

Provide a list of all vital personnel in accordance with the County's proposed agreement, see Attachment F, including each individual's name, company, project position, email address, phone number, and address. The list shall be formatted in such a manner that it can be included into and provided in an electronic file type compatible with Microsoft Word. Resumes for these vital personnel only may also be provided in an appendix to the SOQ. Resumes shall be limited to two pages per person and do not count towards the page limit for this section.

This list is also provided in a Microsoft Word document.

See appendix for resumes with applicable project experience for the following licensed Architectural personnel as well as proposed subconsultants.

Name	Company	Position	Email	Phone	Address
Lynn Arrington	Arrington Watkins	Principal	larrington@awarch.com	602-279-4373	5240 N. 16th St., Suite 101 Phoenix, AZ 85016
Mike Quinn	Arrington Watkins	Project Director	mquinn@awarch.com	602-279-4373	5240 N. 16th St., Suite 101 Phoenix, AZ 85016
Kyle Swanson	Arrington Watkins	Project Manager	kswanson@awarch.com	602-279-4373	5240 N. 16th St., Suite 101 Phoenix, AZ 85016
Scott Tunnell	Teter	Mechanical Engineer	Scott.tunnell@teterae.com	559-625-5246	125 S. Bridge St., Suite 150 Visalia, CA 93291
Bryan Glass	Teter	Electrical Engineer	Bryan.glass@teterae.com	559-625-5246	125 S. Bridge St., Suite 150 Visalia, CA 93291
John Allys	Teter	Structural Engineer	John.allys@teterae.com	559-625-5246	125 S. Bridge St., Suite 150 Visalia, CA 93291
Loren Aiton	Teter	Construction Admin	Loren.aiton@teterae.com	559-625-5246	125 S. Bridge St., Suite 150 Visalia, CA 93291
Jeff Cowart	Quad Knopf	PIC/QA-QC Review	jeffc@quadknopf.com	559-733-0440	901 E. Main St., Visalia, CA 93292
Monique Mello	Quad Knopf	Civil Engineer	moniquem@quadknopf.com	559-733-0440	901 E. Main St., Visalia, CA 93292
Sammy Salem	Salem Engineering	Geotech Engineer	sammy@salem.net	559-271-9700	4729 W. Jacquelyn Ave. Fresno, CA 93722
Ashok Patel	Cumming	Cost Consultant	apatel@ccorpusa.com	858-217-3583	15015 Avenue of Science, Suite 160 San Diego, CA 92128

EXHIBIT F
COMPUTER SERVICES

Item	Format/Denotation
Email	Required for each of the "Vital Personnel" listed
Computer Aided Drafting	Auto Cad Revit
Word Processing	MS Word
Spreadsheet	MS Excel
Project Schedule	MS Excel or MS Project