

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

**AGREEMENT  
COUNTY OF TULARE  
PROFESSIONAL SERVICES AGREEMENT  
COUNTY ADMINISTRATIVE OFFICE REMODEL**

**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and AP Architects, INC., a California Corporation ("CONSULTANT"). COUNTY and CONSULTANT are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to retain the services of CONSULTANT for the purpose of providing remodel design services for the County Administrative Office, referred to as PROJECT; and
- B.** CONSULTANT has necessary licenses and qualifications to provide the services required by the COUNTY to complete this project; and
- C.** CONSULTANT is willing to enter into this AGREEMENT with COUNTY upon terms and conditions set forth herein.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. TERM:** This Agreement becomes effective as of March 17, 2020 and expires at 11:59 PM on December 31, 2021 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached Exhibit A
- 3. PAYMENT FOR SERVICES:** See attached Exhibit B
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONSULTANT must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. NOTICES:** (a) 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 pre-paid and addressed as follows:

**COUNTY OF TULARE  
SERVICES AGREEMENT**

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**COUNTY:**

**With a Copy to:**

General Services Agency  
Capital Projects Division  
2637 W Burrel Ave., Suite 200  
Visalia, CA 93291  
Phone No.: 559-205-1100

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005

**CONSULTANT:**

AP Architects  
3434 Truxtun Avenue, Suite 240  
Bakersfield, CA 93301  
Phone No.: 661-327-7204

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**7. AUTHORITY:** CONSULTANT represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONSULTANT to its terms. CONSULTANT acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**8. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**COUNTY OF TULARE  
SERVICES AGREEMENT**

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

**AP Architects, Inc.**

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

Date: \_\_\_\_\_

By \_\_\_\_\_

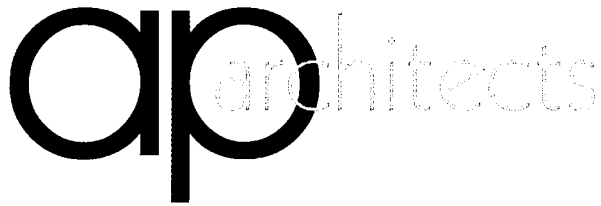
Deputy Clerk

Approved as to Form  
County Counsel

Date: \_\_\_\_\_

By \_\_\_\_\_

Deputy



February 24, 2020

Kyle Taylor  
Capital Projects Coordinator III  
County of Tulare Capital Projects  
Tulare, CA

Subject: Proposal for Architectural Services

Project: County Administrative Office Remodel  
County of Tulare  
General Services Agency  
Capital Projects Division

Kyle,

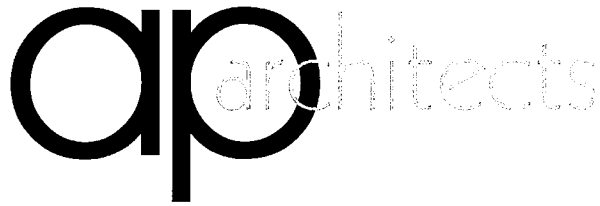
AP Architects is pleased to provide you with a proposal to provide Architectural Services for the County Administrative Office Remodel Project in Visalia, CA. This proposal describes our understanding of the project and the proposed fee based on our communications to date.

**Basic Project Description- Scope of Work:**

Remodel of the County Administrative Office Building to include the items listed below per our meeting on February 4, 2020. See attached Scope of Work Diagram.

Scope of Work:

1. Complete remodel of administrative office area. Approximately 8,000 sf
2. Limited modernization of Board Room/ Meeting area. Approximately 3,500 sf- Carpet and Paint.
3. Full ADA upgrades to entrances, restrooms and path of travel
4. Capture vestibule square footage for office area use
5. New front service counter with security upgrades
6. New lobby area with new entrance
7. New finishes throughout:
  - a. Carpet
  - b. Paint
  - c. Etc.
8. New furniture- CORE
  - a. Offices
  - b. Cubicles
  - c. Etc.
9. Increase storage space where possible
10. Building system upgrades as required:
  - a. Electrical



- b. HVAC
- c. Data
- d. Fire Alarm
- e. Access Control
- f. EMS- EMCOR

11. Lighting Upgrades for energy efficiency-LED

12. Board Room- Look at option of motorized partition

13. Board Room Entrance- look at door configuration options and security

### **Fee Breakdown**

Fee calculation is based on percentage of Construction Cost. Using a starting construction scope of work budget amount of \$1,750,000, AP Architects proposes to provide Architectural Services for 8.5% of Construction Cost for a total fee of \$148,750.

Fee calculation is based on a probable construction scope of work budget of \$1,750,000. Fee to be adjusted to final scope of work and estimated cost.

### **Reimbursables**

Reimbursables shall be billed at actual cost plus "0" markup as outlined in the Master Agreement for Architectural Services. Total reimbursables NTE \$5,000.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jose Vargas', is written over a horizontal line. The signature is stylized and includes a large, sweeping flourish on the left side.

Jose Vargas  
Principal  
AP Architects  
661-327-1690  
jvargas@aparchitects.net

## Tulare County Administrative Office Remodel Fee ap architects

**Remodel- Renovate**

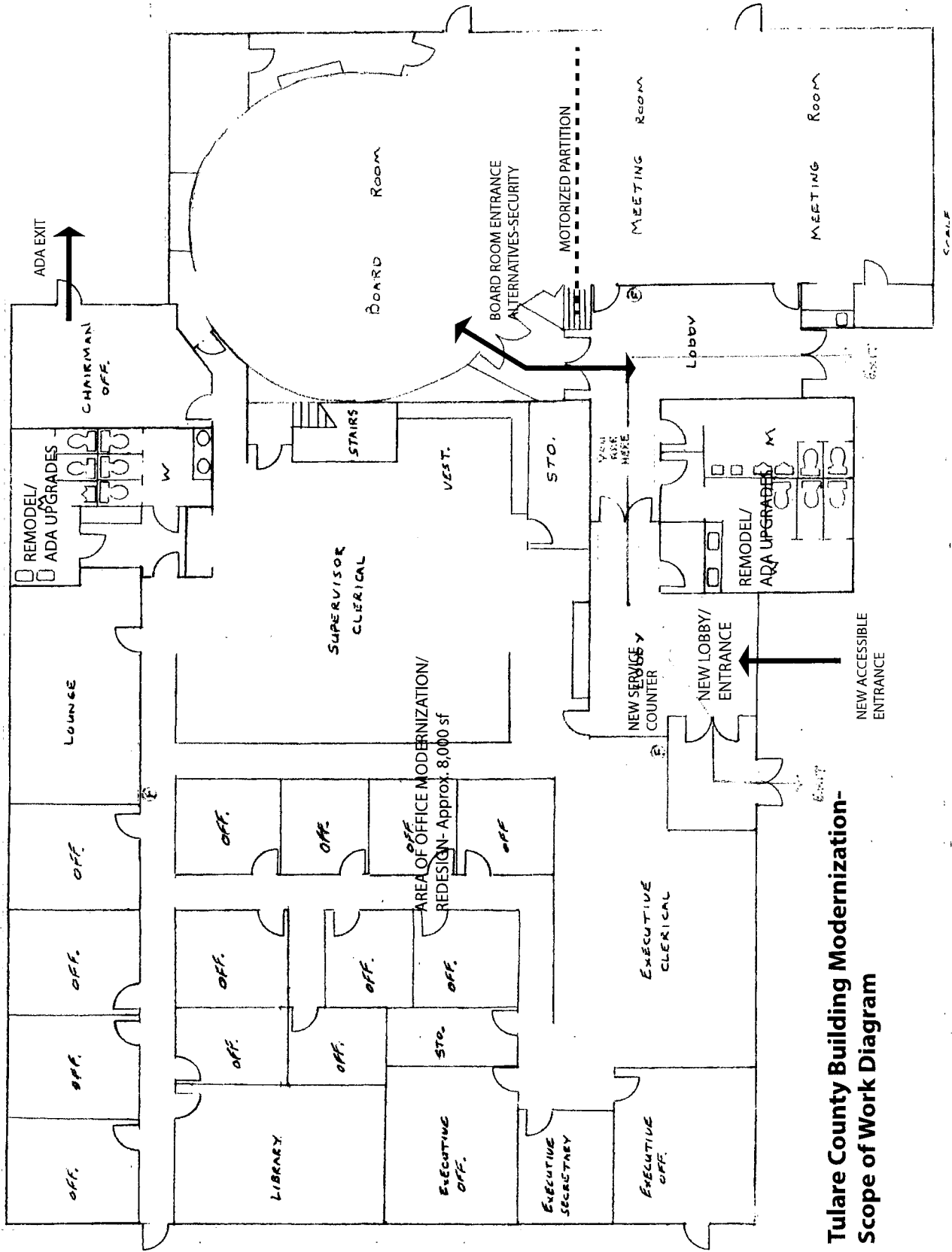
<i>Construction Budget</i>	\$	<i>1,750,000.00</i>	
	<b>Construction Cost</b>	<b>% Fee</b>	<b>Fee Amount</b>
Construction Budget	\$1,750,000.00	8.5%	\$148,750.00
<b>Total Fee</b>	<b>\$1,750,000.00</b>		<b>\$148,750.00</b>

**Architectural Fee Break out by Phase**

Project Phase	Fee Percentage		Fee Percentage
15- Schematic	\$22,312.50	15%	\$22,312.50
35- Design Development	\$29,750.00	20%	\$29,750.00
75- Working Drawings	\$59,500.00	40%	\$59,500.00
80- Bidding	\$7,437.50	5%	\$7,437.50
100- Construction	\$29,750.00	20%	\$29,750.00
<b>Total Fee</b>	<b>\$148,750.00</b>		<b>\$148,750.00</b>

**Proposed Fees:**

Architectural Fee through Phase 35	\$52,062.50
Architectural Fee from Phase 35 through Phase 100	8.5% of final budgeted construction cost



**Tulare County Building Modernization-  
Scope of Work Diagram**

## Exhibit B

### **CONTRACT SUM**

The COUNTY shall pay the CONSULTANT in current funds for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, the Sum of \$153,750.00 (\$148,750 design fee and \$5,000 not to exceed for reimbursables).

### **PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the COUNTY by the CONSULTANT, the COUNTY shall make progress payments on account of the Contract Sum to the CONSULTANT as follows:

Progress Payments: The CONSULTANT shall, on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the COUNTY for checking and approval. On or about the 20th day of the month, following the month in which the work was performed, the COUNTY shall pay to the CONSULTANT the value of said work as checked and approved by the COUNTY.

### **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the COUNTY to the CONSULTANT when the Work has been completed; the Contract fully performed, and the Board of Supervisors of Tulare County has formally accepted the construction project as complete by Resolution.



## Exhibit C

### **PROFESSIONAL SERVICES CONTRACTS** **INSURANCE REQUIREMENTS**

CONTRACTOR 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 CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. 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 CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 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 three (3) years after completion of the contract work.
2. CONTRACTOR 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 CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR'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 CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

*d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after 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 CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, 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

Self-insured retentions must be declared and 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.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR 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.