

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **MAY 8, 2012**

From:  **JAMES DURFEE / JOEL SWIFT** 

Subject: **BUILDING 117 CLINIC RENOVATIONS – ARCHITECTURAL AND
ENGINEERING SERVICES, PROJECT NO. 9435**

ACTION REQUESTED/RECOMMENDATION: Approve the attached Second Amendment to the Agreement with Lionakis Beaumont Design Group, Inc. (LBDG), to provide architectural and engineering services for the Building 117 Clinic Renovations and; authorize the Chair to execute said Amendment, increasing the contract by \$5,540.40 for a total cost not-to-exceed \$164,814.40.

BACKGROUND: On May 27, 2008, your Board approved a Professional Services Agreement with LBDG to perform architectural and engineering services for design of the Building 117 Clinic Renovations. Subsequently, on May 12, 2009, your Board approved the First Amendment which included compensation for a number of revisions to the construction documents that were requested by Health and Human Services (HHS) – Community Clinics. The revisions included alterations to the existing modular office building to accommodate mental health staff, modifications to the nurse's station and existing reception area, the design of six additional exam rooms and six additional offices. The design and cost estimate for moving the dental clinic from its location in Building 209 to Building 117A, relocation of the pharmacy from Building 117B to Building 116B and create spaces for lobby, central supply, pharmacy storage, medical records, offices, break room and conference room, in Building 116B, were also included.

Since that time, HHS – Community Clinic staff took a number of months to review their program and service delivery. Your Board subsequently took action on December 14, 2010 to provide contract dental services, thereby eliminating the need to relocate the former clinic in Building 209. The Second Amendment deletes the work related to dental clinic relocation and provides for additional modifications to the existing reception area, existing nurses' station, existing office spaces; accessibility improvements to the staff restrooms, the addition of a new nurses' station and one additional Provider office and new finishes in 117A and 117B. These improvements were not anticipated in the scope of work of the original Agreement.

In order to proceed, it is requested that your Board approve the attached Second Amendment to the Agreement with LBDG, to provide architectural and engineering services for the Building 117 Clinic Renovations. Upon completion of the construction documents, staff will return to your Board for Approval of Plans and Specifications and authorization to Bid.

ENVIRONMENTAL CLEARANCE: This project is exempt from the California Environmental Quality Act pursuant to Section 15301 – that provides for operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses.

FISCAL IMPACT: The Second Amendment will increase the existing contract amount by \$5,540.40, for a total contract cost not-to-exceed \$164,814.40. There are sufficient funds appropriated in the Capital Projects Fund project account for these services.

ATTACHMENT: SECOND AMENDMENT

JD:JS:RU:LJ:SH

CC: COUNTY EXECUTIVE
HEALTH AND HUMAN SERVICES

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SECOND AMENDMENT TO AGREEMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES WITH LIONAKIS BEAUMONT DESIGN GROUP, INC.,
A CALIFORNIA CORPORATION

THIS SECOND AMENDMENT MADE AND ENTERED into this _____ day of _____, 2012, by and between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", a political subdivision of the State of California, and LIONAKIS BEAUMONT DESIGN GROUP, INC., hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, on the 27th day of May, 2008, the COUNTY and CONSULTANT entered into a contract for the purpose of providing Architectural and Engineering Services for the COUNTY for Building 117 Clinic Renovations – DeWitt Government Center; and

WHEREAS, on the 12th day of May, 2009, the COUNTY and CONSULTANT executed the First Amendment in the amount of Ninety-Four Thousand Two Hundred Seventy-Four Dollars and no/100 (\$94,274.00) to modify the original scope to include moving Pharmacy to 116B and move Dental to 117A, and

WHEREAS, COUNTY and CONSULTANT have agreed to additional services to be provided to COUNTY by CONSULTANT under the Contract and the compensation to be paid therefore,

NOW, THEREFORE, it is hereby agreed by the parties, as follows:

1. **Paragraph 1. Services:** The first sentence shall be deleted and replaced in its entirety with: "Subject to the terms and conditions set forth in the Agreement, Consultant shall provide the services described in Exhibit A Second Amendment Scope of Services in the manner therein specified.
2. **Paragraph 2. Payment:** The last sentence shall be deleted, and replaced in its entirety with: "The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **One Hundred Sixty Four Thousand Eight Hundred Fourteen and 40/100 (\$164,814.40)**, including the First Amendment of Ninety-Four Thousand Two Hundred Seventy-Four and no/100 (\$94,274) and the Second Amendment of Five Thousand Five Hundred Forty Dollars and 40/100 (\$5,540.40), without the prior written approval of the County."
3. **Exhibit B "PAYMENT FOR SERVICES RENDERED":** Exhibit B shall be replaced in its entirety with the attached Exhibit B - SECOND AMENDMENT.

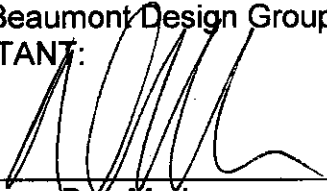
4. All other terms and conditions in the Agreement shall remain unchanged and in full force and effect.

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

COUNTY OF PLACER:

BY: _____ DATE: _____
CHAIRMAN,
BOARD OF SUPERVISORS

Lionakis Beaumont Design Group, Inc.
CONSULTANT:

BY:  _____ DATE: 3/29/12
Name: Don Mariano PRINCIPAL
Title: ~~President~~ Vice President

Address: 1919 Nineteenth Street
Sacramento, CA 95811

APPROVED AS TO FORM

APPROVED AS TO FUNDS

BY: _____
COUNTY COUNSEL

BY:  4/5/12
AUDITOR

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**EXHIBIT A
AMENDED SCOPE OF SERVICES**

Modify the following items to Exhibit A – Scope of Services:

Services:

The project consists of providing Architectural, Structural, Mechanical, Electrical Engineering, and Interior Design services to revise the previously approved drawings for the Health Clinic Facility Renovation located in the Placer County Government Center in north Auburn, California. The work is based on revised program documents furnished by the County which include red-marked floor plan drawings of the existing facility.

Building 117B

1. Include revisions to the modular building to accommodate mental health staff.
2. **Delete from scope** - Modify Nurse Station.
3. **Delete from scope** - Modify Reception area (do not modify existing masonry walls).
4. **Delete from scope** - Create three new exam rooms at midlevel Office Room 128.
5. **Delete from scope** - Revise drawings in order to define separate bid amount for Mental Health spaces for purposes of funding.
6. Revise door at Hall 124.
7. **Add to scope** - create two new exam rooms and nurses station at midlevel Office Room 128.
8. **Add to scope** - Convert existing Pharmacy into three Exam Rooms.
9. **Add to scope** - Create one Provider Office from existing storage room.
10. **Add to scope** - Remove non-compliant casework near Restroom 131.
11. Re-design slope of existing ramp to Main entrance to comply with current ADA requirements.
13. **Add to scope** - New paint and flooring.
14. Add new Restroom at Waiting area, and revise sitework as needed to accommodate the addition.

Building 117A

1. Redesign the entry and add two offices. Existing masonry walls to remain.
2. **Delete from Scope** - Remodel/Revise Rooms 103, 118, and 104 into Office and Mail Room functions.
3. **Delete from Scope** - Modify Offices 106, 107, and 110 into Exam Rooms.
4. **Delete from Scope** - Storage Room 108 becomes Admin space.
5. **Delete from Scope** - Room 111 becomes Reception area.
6. **Delete from Scope** - Convert Copier space to Office.
7. Divide the Break Room into two Provider Offices.
8. Verify slope of existing ramp and ADA Compliance of the B Avenue Entrance – Add new ramp to comply with ADA.
9. Remodel two existing sets of non-compliant restrooms into two new compliant unisex restrooms.

Building 116B

1. Relocate Pharmacy operations to this wing.
2. **Delete from Scope** - Create spaces for Lobby, Central Supply, Pharmacy Storage, Medical Records, Offices, break Room, and Conference Room.
3. Create spaces for Lobby, Pharmacy Storage, Offices, Break Room, and Conference Room.
4. Delete non-compliant shower to create storage closet.
5. Modify existing ramp handrails to comply with ADA.

Dental Provider Offices (117A)

1. **Delete from Scope** - Provide 7 Operatories (Re-use 4 existing Patient chairs from Building 210, plus provide 3 new)
2. **Delete from Scope** - Create spaces for Medical Records, Panorex, Lab/Sterilizer, Storage, Provider Office space for 3, Break Room and Administration area.

Deliverables:

The Consultant will provide the following deliverables suitable for obtaining a Building Permit from the County of Placer:

- Attend one program confirmation meeting in Auburn.
- Attend one presentation of proposed revisions to floor plans meeting in Auburn.
- Attend one site walk-thru of existing facility to confirm as-built drawings.
- Include the following on Architectural sheets for new Building 116:
 - Cover Sheet
 - Site Plan and details
 - Demolition Plans
 - Floor Plans
 - Exterior elevations of new restroom addition
 - Reflected Ceiling plans
 - Door/Window/Finish Schedule
 - Interior Elevations
 - Sections
 - Details (Interior)
 - Details (Interior)
- Provide coordination with Structural, Mechanical and Electrical Engineering consultants.
- Provide Interior Design for color and finish selection.
- Answer questions and issue Addenda during Bidding Phase.
- Provide submittal review, issue ASI's and PR's, and respond to RFI's during Construction Administration phase.
- Attend 4 (four) additional site visits during Construction Administration phase.
- Provide separate technical specification book in MasterFormat '04. County will furnish Division 1 and "front-end" documents.
- Attend one (1) design review meeting with County at 50% Construction Documents.

- Attend one (1) design review meeting with County at 90% Construction Documents.
- Attend one (1) meeting with County for approval of interior colors and finishes.
- Provide one updated opinion of probable construction cost.
- Prepare one set of record drawings from as-builts.

Clarifications:

- Any County or Agency related meetings other than as itemized above are not included. Any other Owner requested meetings will be billed as an hourly additional service.
- No Civil Engineering is included in this proposal.
- No Landscape Architecture is included in this proposal.
- It is assumed that the buildings are seismically safe and will not require any upgrades to meet current code. Structural Engineering is limited to checking adequacy of existing building to accommodate wall removal and relocations.
- The County will handle the permit process.
- The County will handle all hazardous material abatement investigation and documentation.
- Fire Alarm modifications are included.
- Fire Sprinkler modifications are included in areas of new work.
- New light fixtures will be provided in all areas of new work.
- Power and data will be modified to accommodate new work.
- All existing HVAC equipment will be reused "as-is". Ductwork will be modified only to accommodate new work. No Restroom work is included in 116B.

**END OF EXHIBIT A
AMENDED SCOPE OF SERVICES**

**EXHIBIT B – SECOND AMENDMENT
PAYMENT FOR SERVICES RENEDEDERED**

Consultant shall be paid by County monthly as work progresses, not to exceed the amount below for the identified tasks.

Consultant shall submit invoices monthly for work performed. Provided the work has been satisfactorily performed, County shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice.

The total amount payable for each task shall not exceed the amount set forth below provided; however, upon written request of the Consultant and with written approval of the Placer County Director of Facility Services, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate. However, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed One Hundred Sixty-Four Thousand Eight Hundred Fourteen and no/100 (\$164,814.00).

TASK:	ORIGINAL COST	AVAILABLE BALANCE
Program Verification Phase	\$ 3,580	\$ 0
Construction Document Phase	\$ 24,700	\$ 0
<u>Bidding/Construction Administration Phase</u>	<u>\$ 11,260</u>	<u>\$ 8,445</u>
Architectural Sub-Total	\$ 39,540	\$ 8,445
 Structural	 \$ 5,000	 \$ 0
Mechanical//Plumbing Engineering:	\$ 6,750	\$ 135
Electrical Engineering:	\$ 7,500	\$ 150
Reimbursables:	\$ 800	\$ 77.50
<u>Additional Services:</u>	<u>\$ 5,410</u>	<u>\$ 126.50</u>
 Total Original Contract Fee:	 \$ 65,000	 \$ 8,856.50

First Amendment:

Health Clinic

Program Verification Phase	\$ 6,360	\$ 0
Construction Document Phase	\$ 30,300	\$ 12,120
<u>Bidding/Construction Administration Phase</u>	<u>\$ 10,440</u>	<u>\$ 10,440</u>
Architectural Sub-Total	\$ 47,100	\$ 22,560

Structural	\$	2,500	\$ 2,500
Mechanical//Plumbing Engineering:	\$	7,350	\$ 6,615
Electrical Engineering:	\$	8,700	\$ 7,830
Reimbursables:	\$	500	\$ 0
Total Health Clinic	\$	66,150	\$39,505
<u>Dental Clinic</u>			
Schematic Design Phase	\$	9,180	\$ 0
Construction Document Phase	\$	12,160	\$ 6,080
Architectural Sub-Total	\$	21,340	\$ 6,080
Mechanical/Plumbing	\$	3,190	\$ 2,871
Electrical	\$	3,344	\$ 3,009.60
Reimbursables	\$	250	\$ 77.50
Total Dental Clinic	\$	28,124	\$12,038.10
Basic First Amendment Fee:	\$	94,274	
<u>Second Amendment:</u>			
Program Verification Phase:	\$	1,770	
Construction Document Phase:	\$	27,040	
Bidding/Construction Administration Phase:	\$	14,280	
Architectural Sub-Total	\$	43,090	
Structural	\$	500	
Mechanical//Plumbing Engineering:	\$	7,850	
Electrical Engineering:	\$	8,000	
Reimbursables:	\$	500	
Additional Services:	\$	6,000	
Total Second Amendment:	\$	65,940	
Balance of Remaining Contract (Original fee and First Amendment):	(\$	60,399.60)	
Basic Second Amendment Fee:	\$	5,540.40	
Total Amended Contract:	\$	164,814.40	

**END OF EXHIBIT B –SECOND AMENDMENT
PAYMENT FOR SERVICE RENDERED**

