

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

To: **BOARD OF SUPERVISORS**

Date: **AUGUST 7, 2012**

From:  **JAMES DURFEE / JOEL SWIFT** 

Subject: **CLINIC BEHAVIORAL HEALTH INTEGRATION – ARCHITECTURAL AND ENGINEERING SERVICES, PROJECT NO. 4888**

ACTION REQUESTED/RECOMMENDATION: Approve the attached Third Amendment to the Agreement with Lionakis Beaumont Design Group, Inc. (LBDG), to provide architectural and engineering services for the Clinic Behavioral Health Integration, and authorize the Chair to execute said Amendment, increasing the contract by \$15,185.60 for a total cost not-to-exceed \$180,000 in previously approved net county cost and federal funding.

BACKGROUND: On May 8, 2012, your Board approved the Second Amendment to the Agreement with LBDG, aligning the architectural & engineering services with the current scope of the project. In support of the current Clinic operations, an 80 kW generator was purchased to be installed by Building Maintenance to provide backup emergency power. Installation was deferred to take the opportunity to include it as part of the Clinic Behavioral Health Integration project. In order to accomplish this, additional design engineering is required to integrate the generator with the building to supply emergency power to the Pharmacy, and select portions of the Clinic during a power outage. These improvements were not anticipated in the scope of work defined by the Second Amendment.

In order to proceed, it is requested that your Board approve the attached Third Amendment to the Agreement with LBDG, to provide architectural and engineering services for the Clinic Behavioral Health Integration. 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 Third Amendment will increase the existing contract amount by \$15,185.60, for a total contract cost not-to-exceed \$180,000. The project is funded with \$945,000 in Mental Health Services Act funding and \$210,000 in net county cost. There are sufficient funds appropriated for these services in the Capital Projects Fund Project Account 4888.

ATTACHMENT: THIRD AMENDMENT
JD:JS:RU:LJ:SH

CC: COUNTY EXECUTIVE
HEALTH AND HUMAN SERVICES

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

THIS THIRD 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, on the 8th day of May, 2012, the COUNTY and CONSULTANT executed the Second Amendment in the amount of Five Thousand Five Hundred Forty Dollars and no/100 (\$5,540.40) to modify the original scope to delete Dental and revise the original scope for the Pharmacy in 116B and the Clinic 117A and 117B, 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 additional services described in Exhibit A, Exhibit A-1 Amended Scope of Service, Exhibit A - SECOND AMENDMENT: Amended Scope of Services and Exhibit A - THIRD AMENDMENT: Amended 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 Eighty Thousand and NO/100 (\$180,000.00)**, including the First Amendment of Ninety-Four Thousand Two Hundred Seventy-Four Dollars and no/100 (\$94,274), the Second Amendment of Five Thousand Five Hundred Forty Dollars and 40/100

(\$5,540.40), and this Third Amendment of Eleven Thousand Four Hundred Twenty Dollars and no/100 (\$15,185.60) 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 - THIRD AMENDMENT: Payment for Services Rendered.
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: _____
CHAIR,
BOARD OF SUPERVISORS

LIONAKIS BEAUMONT DESIGN GROUP, INC.
CONSULTANT:

BY: _____ DATE: _____
NAME: DON MARIANO
TITLE: PRESIDENT/VICE PRESIDENT

ADDRESS: 1919 NINETEENTH STREET
SACRAMENTO, CA 95811

APPROVED AS TO FORM

APPROVED AS TO FUNDS

BY: _____
COUNTY COUNSEL

BY: _____
AUDITOR

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EXHIBIT A –THIRD AMENDMENT 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.

- Prepare Architectural site plan showing location of new generator and propane tank in a fenced secure yard area.
- Provide Electrical engineering design services for an outdoor generator with automatic transfer switches and connections to the existing building electrical system. Since the County has already purchased the generator, loads will be matched to accommodate the size of the generator.
- Provide Mechanical engineering design services for LPG tank, associated valves, and distribution piping to the generator.

Deliverables:

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

- Attend one site walk-thru of existing facility to confirm existing conditions and verify exact location of new generator and tank.
- Include the following on Architectural sheets:
 - Cover Sheet
 - Site Plan and details
 - Demolition Plans (as required to accommodate new site work)
- Provide coordination with Mechanical and Electrical Engineering consultants.
- Provide Mechanical and Electrical engineering drawings.
- Provide submittal review, issue ASI's and PR's, and respond to RFI's during Construction Administration phase.
- Attend one (1) site visit during Construction Administration phase (each discipline) for the purpose of preparing a Punchlist.
- 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 or Structural Engineering is included in this proposal.
- No Landscape Architecture is included in this proposal.
- The County will handle the permit process, including air quality permits.

- The County will handle all hazardous material abatement investigation and documentation if any.
- The County will facilitate bid process including distribution and tracking of bid documents.

**END OF EXHIBIT A – THIRD AMENDMENT
AMENDED SCOPE OF SERVICES**

**EXHIBIT B – THIRD 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 Eighty Thousand and no/100 (\$180,000.00).

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>\$ 49</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

Dental Clinic

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

Second Amendment:

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

Third Amendment:

Program Verification Phase:	\$	0	
Construction Document Phase:	\$	1,090	
Bidding/Construction Administration Phase:	\$	730	
Architectural Sub-Total	\$	1,820	

Structural	\$	0
Mechanical//Plumbing Engineering:	\$	3,750
Electrical Engineering:	\$	5,700
Reimbursables:	\$	150
Additional Services:	\$	3,765.60
Total Third Amendment:	\$	15,185.60
Total Amended Contract:	\$	180,000.00

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

