

**MEMORANDUM  
DEPARTMENT OF PUBLIC WORKS AND FACILITIES  
COUNTY OF PLACER**

To: Honorable Board of Supervisors

Date: December 8, 2015

From: Ken Grehm, Public Works and Facilities Director  
By: Rob Unholz, Capital Improvements Manager

Subject: Capital Improvements / Consultant Services Agreement / Dreyfuss & Blackford Architects  
/ Facility Programming - Health and Human Services Building

---

**ACTION REQUESTED**

Approve an agreement with Dreyfuss & Blackford Architects, in the amount of \$340,340 for programming new building and space needs of a potential new Health and Human Services Office Building. Funding is available in the FY 2015-16 Final Budget within the Capital Projects Fund.

**BACKGROUND**

As part of the FY 2015-16 Final Budget, your Board approved the Health and Human Services (HHS) Office Building Planning. On August 10, 2015, Procurement issued a Request for Proposal for facility programming services for a potential new HHS Building. As a result, nine proposals were received and five were selected for interviews. The interview panel consisted of representatives from HHS, the County Executive Office and Public Works and Facilities. Dreyfuss & Blackford Architects was determined to be the most qualified.

The project scope will provide the foundational design information for a new HHS facility, proposed to be located at the Placer County Government Center. The facility will support community services and programs associated with six HHS divisions. The program document is intended as a planning tool that delineates building characteristics and rough order project cost for a "One-Stop" service center that will bring together several hundred HHS employees from multiple locations, creating a single community services destination for Placer County residents.

The scope of services will determine HHS staffing projections, review County space standards, analyze department service delivery models, develop operational floor plan diagrams, assist with identifying outside vendor partnership opportunities, create division-wide adjacency diagrams, assemble space needs information, illustrate site and building massing options, develop project cost and delivery models, and provide feasibility and cost analysis for a new public health lab.

The programming project will commence in January and conclude early summer 2016. In order to proceed with the Facility Programming project, it is requested your Board approve the attached Consultant Services Agreement with Dreyfuss & Blackford Architects and authorize the Chair to execute the contract in an amount not-to-exceed, \$340,340.

**ENVIRONMENTAL IMPACT**

This project is exempt from the California Environmental Quality Act pursuant to Section 15306 – data collection and resource evaluation activities used strictly for information gathering purposes.

**FISCAL IMPACT**

The total cost of the HHS Office Facility Programming is \$399,540, including \$340,340 for consultant programming services and \$59,200 for project management costs. General Fund funding is provided in the FY 2015-16 Final Budget, Capital Projects Fund, Project No. 4629.

Attachment 1 – Consultant Services Agreement

Contract No.: \_\_\_\_\_

**Administering Agency: County of Placer / Public Works and Facilities / Capital Improvements Division**

**Contract Description: Facility Programming – Health and Human Services Building**

### **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made at Auburn, California, as of \_\_\_\_\_, by and between the County of Placer, a political subdivision of the State of California ("County"), and Dreyfuss & Blackford Architects, Inc. ("Consultant") a California Corporation, who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed Three Hundred Forty Thousand Three Hundred Forty Dollars and no/100 Dollars (\$340,340.00) without the prior written approval of County.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall furnish Consultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence, and, subject to County's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

COUNTY: Placer County Department of Public Works and Facilities  
Attn: Paul Breckenridge, Senior Architect  
Capital Improvements Division  
11476 "C" Avenue  
Auburn, CA 95603  
Phone: 530-889-6892  
Fax: 530-889-6893

CONSULTANT: Dreyfuss & Blackford Architects  
Attn: John Webre, President  
3540 Folsom Boulevard  
Sacramento, CA 95816  
Phone: 916-453-1234  
Fax: 916-453-1236

REMIT TO CONSULTANT:  
Dreyfuss & Blackford Architects  
Attn: Accounting Department  
3540 Folsom Boulevard  
Sacramento, CA 95816  
Phone: 916-453-1234  
Fax: 916-453-1236

County or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

COUNTY OF PLACER

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

DREYFUSS & BLACKFORD ARCHITECTS, CONSULTANT

By: \_\_\_\_\_  
John Webre, President

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

By: \_\_\_\_\_  
Courtney McLeod Golden, Partner

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

Approved as to Form

Approved as to Funds

By: \_\_\_\_\_  
Placer County Counsel

By: \_\_\_\_\_  
Placer County Auditor

- Exhibit A: Scope of Services
- Exhibit B: Payment for Services Rendered
- Exhibit B1: Hourly Rate Schedule
- Exhibit C: Facilities, Equipment, and Other Materials and Obligations of County
- Exhibit D: General Provisions
- Exhibit E: Confidential Accounting Information

## EXHIBIT A SCOPE OF SERVICES

The scope of services shall consist of investigation, analysis, planning, coordination and documentation for the purpose of generating facility programming information for a new Health & Human Services Building (HHS) in the greater Auburn, California area.

The Consultant shall conduct a programming study to determine space needs and estimated project costs associated with the consolidation of six divisions and administration of the Placer County HHS Department currently located in antiquated facilities at the Placer County Government Center and in several other separate locations in the Auburn area.

The design program will consider each division as to their current and projected future service approach, size and physical characteristics of office and support areas, space adjacencies, interior and exterior common space needs, and additional projected expansion space.

Working closely with Placer County HHS, DPW and Facilities departments, the project shall consist of the following services and deliverables:

- **Task 1 - Project Goals and Objectives:** Assist in determining program goals, objectives and general facility design characteristics, including basic systems and sustainability criteria. Provide planning and coordination for a maximum of two days of site tours of relevant HHS facilities in Northern California, learning and applying how other jurisdictions have successfully designed and constructed their new projects.
- **Task 2 - Historic and Current Staffing:** Confirm, through interviews with stakeholder groups, current HHS employee information, including all (Auburn area) employees, their positions and management organization information.
- **Task 3 - Growth Projections:** Develop divisional growth trends and projections, in 5 year increments, over a 25-year period based on SACOG population growth projections, HHS and County input.
- **Task 4 - County Space Standards:** Confirm current County space standards and modify as necessary for current service models for all office area types, including review of the existing space standards at the HHS facility in Rocklin. Provide the County feedback on current trends in workplace strategies and how those may influence the HHS program.
- **Task 5 - Service Delivery Models:** Work with individual HHS division and County staff members in the analysis of current divisional service delivery models and assist in the process of identifying modifications to those models and their application at a new facility. Provide HHS delivery model design information from other jurisdictions that may inform this program.
- **Task 6 - Public Health Lab Feasibility:** Provide feasibility and cost analysis for a new public health lab, associated space requirements and its relationship to the new HHS facility. Identify special equipment and building systems that are particular to this type of environment and that will help inform the cost estimate. Provide analysis on how other jurisdictions have implemented this service demand and how that would then relate to a similar Placer County facility. The lab will provide testing and bioterrorism response catchment for potentially several jurisdictions in the region as a Biosafety Level 3 (BSL-3) laboratory.
- **Task 7 - Operational Flow Diagrams:** Provide building-wide and divisional customer flow narratives and diagrams, indicating basic space relationships and typical customer interactions.

- **Task 8 - Joint Facility Partnerships:** Work with HHS staff to identify joint-facility partnership opportunities with complimentary outside vendor organizations, establish space requirements and delineate their potential location in the new building.
- **Task 9 - Adjacency Diagrams:** Provide building-wide and division-wide adjacency diagrams that indicate but are not limited to primary and secondary adjacencies, secured perimeters, control points and zones, public areas, and outdoor spaces.
- **Task 10 - Space Needs Summary:** Provide a building area summary, itemizing and tabulating individual space and overall building area square-footage requirements, including circulation, building systems, storage and support spaces.
- **Task 11 - Site Area Summary:** Provide a site area summary, itemizing and tabulating site area square-footage requirements, including all potential public and private outdoor spaces, parking, and landscape areas.
- **Task 12 - Site and Building Massing:** Coordinating with the County on a potential site location within the Placer County Government Center Master Plan, illustrate basic site and building massing option diagrams associated with findings and professional recommendations in a graphic, easy to understand 3D format. Provide a maximum of three initial study options that then narrow to a single site and building option.
- **Task 13 - Project Cost Estimate:** Provide public sector best practice programmatic statement of probable cost for major construction, fixed equipment, required furniture elements, escalation, contingencies and other potential County-defined elements for the new facility, including the lab, based on the program documentation findings.
- **Task 14 - Schedule and Delivery Models:** In planning for the new HHS building moving ahead, delineate basic schedule options based on project delivery models provided by the County, including Design-Bid-Build, Design-Build, and Public-Private Partnership opportunities.
- **Task 15 - Final Report:** Provide a comprehensive program document, including process summary, project description, department services description, overall department space needs and characteristics, individual division space needs and characteristics, MEP systems narratives and supporting documentation, estimated rough order of magnitude project costs, and other information and materials generated during the course of the project and as required by the scope above.

**Project Schedule:**

Within the first week, after NTP, the Consultant shall submit to the County a work plan with a proposed schedule of activities with specific work elements, durations and dates. The project shall be completed in a timely fashion based on the final work plan agreed upon by both the Consultant and the County.

**Project Deliverables:**

The Consultant shall prepare a draft and final program derived from the scope of work above which will be presented and coordinated with County staff. The Consultant will make modifications as requested during the review process and prepare a final program document.

Upon request by the County, a PowerPoint presentation shall be generated and presented to the Board of Supervisors at the completion of the project.

The following project deliverables are required:

- Project work plan with a schedule of activities
- Weekly status updates to the County's project manager
- Agendas and minutes provided for all major programming meetings
- PowerPoint presentation to County staff reflecting the findings (4 total – 2 for HHS staff and 2 for Department of Public Works and Facilities staff)
- As requested by the County, a PowerPoint presentation to the Board of Supervisors summarizing the program information (1 each)
- Final program document with all final edits, summarizing in written and graphic form all of the scope items mentioned above. Provide 12 hard copies at 8-1/2" x 11" (with 11"x17" fold out sheets and front/back covers) and 1 electronic version (Microsoft Word and PDF on a flash drive supplied by the Consultant)

Said Scope of Work may be amended only with the prior written approval of the Consultant and the Placer County DPW and Facilities Director however, in no event shall such amendment create any additional liability to the County.

In addition to the services described above, County may request Additional Services on an as needed basis subject to the County's approval of a written scope of work and approval of a cost proposal. In no event shall said Additional Services exceed the cost allocated in Exhibit B. Work on any Additional Services may not proceed until authorized in writing by the Placer County DPW and Facilities Director. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

Consultant agrees to complete all work by the end of July 2016.

**EXHIBIT B  
PAYMENT FOR SERVICES RENDERED**

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 invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task

The total amount payable for each task shall not exceed the amount set forth below/on Exhibit B; provided, however, upon written request of the Consultant and with written approval of the Placer County DPW and Facilities Director, 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 **Three Hundred Forty Thousand Three Hundred Forty and no/100 Dollars (\$340,340.00)**.

<b>TASK:</b>	<b>COST:</b>
1. <b>Project Goals and Objectives:</b>	<b>\$ 11,020.00</b>
2. <b>Historic and Current Staffing:</b>	<b>\$ 14,160.00</b>
3. <b>Growth Projections:</b>	<b>\$ 7,160.00</b>
4. <b>County Space Standards:</b>	<b>\$ 14,160.00</b>
5. <b>Service Delivery Models:</b>	<b>\$ 14,500.00</b>
6. <b>Public Health Lab Feasibility:</b>	<b>\$ 74,315.00</b>
7. <b>Operational Floor Diagrams:</b>	<b>\$ 13,240.00</b>
8. <b>Joint Facility Partnerships:</b>	<b>\$ 5,920.00</b>
9. <b>Adjacency Diagrams:</b>	<b>\$ 13,760.00</b>
10. <b>Space Needs Summary:</b>	<b>\$ 14,000.00</b>
11. <b>Site Area Summary:</b>	<b>\$ 7,000.00</b>
12. <b>Site and Building Massing Options:</b>	<b>\$ 44,520.00</b>
13. <b>Project Cost Estimate:</b>	<b>\$ 21,285.00</b>
14. <b>Schedule and Delivery Models:</b>	<b>\$ 11,020.00</b>
15. <b>Final Report:</b>	<b>\$ 29,520.00</b>
<b>Total Basic Fee:</b>	<b><u>\$295,580.00</u></b>
1. <b>Additional Presentations:</b>	<b>\$ 14,760.00</b>
2. <b>Additional Services:</b>	<b>\$ 30,000.00</b>
<b>Total Additional Services:</b>	<b><u>\$ 44,760.00</u></b>
<b>TOTAL FEE:</b>	<b><u>\$340,340.00</u></b>

This contract allows for additional work as necessary on the prior written approval from the Placer County DPW and Facilities Director in the maximum amount of **Forty-Four Thousand Seven Hundred Sixty and no/Dollars (\$44,760.00)**. In no event shall the cost of services provided under this Agreement exceed **Three Hundred Forty Thousand Three Hundred Forty and no/100 Dollars (340,340.00)**.

**EXHIBIT B1  
HOURLY FEE SCHEDULE**

Principal In Charge	\$220.00
Project Manager	\$195.00
Project Designer	\$195.00
Project Planner	\$175.00
BIM	\$165.00

**EXHIBIT C  
FACILITIES, EQUIPMENT, AND OTHER  
MATERIALS, AND OBLIGATIONS OF COUNTY**

To permit the Consultant to render the services required herein, the County shall, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as Project Manager.
2. Existing County planning documents as requested or needed.
3. County shall promptly review any and all documents and materials submitted by the Consultant.

All other information, facilities, and equipment required to complete the services described Exhibit A of this Agreement shall be provided by the Consultant.

**EXHIBIT D  
GENERAL PROVISIONS**

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the County. All persons performing services for the Consultant under this Contract shall be employees of the Consultant and not the County.
  
2. **Licenses, Permits.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
  
3. **Time.** Consultant shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
  
4. **Hold Harmless and Indemnification Agreement.** The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means the County of Placer, its officers, agents, employees, and volunteers.

5. **Insurance:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing:

**Worker's Compensation and Employers Liability Insurance:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

**General Liability Insurance:**

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
  - (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
  
- B. One of the following forms is required:
  - (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or
  - (3) Commercial General Liability (Claims Made).
  
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - One million dollars (\$1,000,000) each occurrence
  - Two million dollars (\$2,000,000) aggregate
  
- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
  - (1) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) for Products-Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

**Conformity of Coverages** - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

**Endorsements:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

**Automobile Liability Insurance:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**Professional Liability Insurance (Errors & Omissions):**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

**Additional Requirements:**

**Premium Payments** - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

**Policy Deductibles** - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

**CONSULTANT's Obligations** - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

**Verification of Coverage** - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Material Breach** - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

6. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

7. **Assignment/ Subcontracting Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County. Consultant shall not subcontract any portion of the work except as approved in advance and in writing by County or as set forth in Exhibit A, Scope of Services.

8. **Personnel.**

A. Consultant warrants that all personnel assigned by Consultant to perform the services are duly trained and qualified to perform the work. Consultant shall assign only

competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove and replace any such person immediately upon receiving notice from County.

- B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

**9. Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

**10. Termination.**

- A. In the event County, in its sole discretion, deems it in the best interests of the public, County shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
  - 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that County may have in law or equity.

- B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the County, and shall provide thirty (30) working days advance written notice to the County of any such intent to terminate.

11. **Non-Discrimination**. Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

12. **Records**. Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

13. **Ownership of Information**. All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. **Waiver**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. **Conflict of Interest**. Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

16. **Entirety of Agreement**. This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

17. **Governing Law**. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

18. **General Compliance with Laws**. The Consultant shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction. Copies of applicable prevailing wage rates are on file with and available upon request from the Department of Facility Services or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Consultant agrees and acknowledges that the services provided under this Agreement may be subject to DIR Compliance Monitoring Unit requirements, and that further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmucmu.html>.

Consultant further agrees to comply with all other related provisions of the California Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime, as such provisions may be amended or modified.. Consultant agrees and acknowledges that, 1) failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker; 2) failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation; and, 3) failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.

**19. Construction and Interpretation.** It is agreed and acknowledged by Dreyfuss & Blackford Architects that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

**EXHIBIT E  
CONFIDENTIAL**

**NOT FOR PUBLIC USE  
FOR ACCOUNTING PURPOSES ONLY**

Administering Agency: Placer County/DPW and Facilities/ Capital Improvements Division

Contract Description: Facility Programming – Health & Human Services Building

CONSULTANT: Dreyfuss & Blackford Architects

FEDERAL TAX ID: 94-2731635

