



M E M O R A N D U M
COMMUNITY DEVELOPMENT RESOURCE AGENCY
ADMINISTRATION
County of Placer

TO: Board of Supervisors DATE: July 28, 2020

FROM: Steve Pedretti, Agency Director

BY: Shawna Purvines, Principal Planner

SUBJECT: Contract Agreement with Griffin | Swinerton for Feasibility and Visioning Concepts of the Placer County Government Center and Fulweiler Sites

ACTIONS REQUESTED

1. Approve the second phase of a contract agreement with Griffin/Swinerton, LLC of Irvine, CA, pursuant to the Master Developer Request for Qualifications No 100199, in the maximum amount of \$120,857.50 for the period of May 5, 2020 through December 31, 2021.
2. Authorize the Director of the Community Development Resource Agency to execute the contract subject to Risk Management and County Counsel concurrence, and any change orders in an amount not to exceed \$12,085.75, consistent with the Procurement Policy.

BACKGROUND

On April 9, 2019, your Board adopted the Placer County Government Center Master Plan (PCGC Master Plan) and certified the Final Environmental Impact Report, laying the foundational groundwork for development of the government center in North Auburn, California.

To potentially implement the PCGC Master Plan, a master developer, through a partnership with the County, would allow for the development of private owned and operated projects as envisioned by the master plan. Private owned facility concepts in the PCGC Master Plan include a potential mix of workforce/affordable and market-rate multifamily housing, commercial uses, and potential public uses. The project may also include associated roadway and infrastructure, including possible utility improvements as indicated in the Master Plan. The master developer is envisioned to provide integration of technical, economic, and contractual expertise across asset and market classes for private sector projects.

To identify a potential master developer, the Procurement Services Division collaborated with Facilities to develop and publish Request for Qualifications (RFQ) No. 100199. The RFQ was published on Placer County's eProcurement website, and over one thousand firms, including minority, small, disadvantage businesses and women's business enterprises, were notified of this competitive opportunity. One hundred and twenty-four vendors accessed the RFQ documents online and two proposals were received. After both a review and interviews, Griffin/Swinerton was deemed the most qualified. No protests were received on this solicitation.

On November 5, 2019, at the Capital Facility Planning Workshop, your Board was provided an update on the Facilities Capital Improvement Plan, including an update on implementation of the PCGC Master Plan. At that time, staff presented information regarding the developer team, Griffin/Swinerton, and the possible benefits associated with a potential partnership for the private development areas of the PCGC. An initial scope of work was described based on the RFQ tasks, providing preliminary steps in determining potential subsequent planning and development activities.

A contract for Phase 1 of the multi-phased implementation of tasks set forth in the RFQ was entered into with Griffin/Swinerton in April of this year for \$54,142.50. Phase 1 included the preparation of all necessary documents required to submit for a Technical Assistance Grant under a Community Development Block Grant (CDBG) application that was due June 7, 2020. If these CDBG funds are

awarded, they will be used to complete the feasibility analysis for housing and economic uses at the PCGC.

This agreement includes the scope and remaining tasks outlined in the Phase 1 agreement and the additional Phase 2 tasks outlined in the attached scope, enabling Griffin/Swinerton the ability to complete a comprehensive feasibility study of both private and public real estate uses for the PCGC Government Center and Placer County Administrative Center, at Fulweiler Avenue, possible financial approaches for County consideration, initial pre-development agreements for site infrastructure, and advancing housing development opportunities.

The requested contract award requires your Board's approval in accordance with the County's Procurement Policy. Therefore, Board's approval is required to award a new contract in the maximum amount of \$120,857.50 for the period of May 5, 2020 through December 30, 2021. This award supports the Critical Success Factors of supporting the maintenance and upgrade of public-serving infrastructure and amenities.

ENVIRONMENTAL CLEARANCE

An environmental impact report for the Placer County Government Center Master Plan (SCH# 2017092020) was certified by the County on April 9, 2019. Approval of this contract is also not a project pursuant to CEQA Guidelines sections 15061(b)(3) and 15378(b).

FISCAL IMPACT

The cost of the Professional Consulting Services is \$120,857.50, and with the requested authorization for change orders, could result in a total cost of \$132,943.25. After including the previous Phase 1 contract amount of \$54,142.50, the total contract amount to be provided to Griffin/Swinerton, LLC, pursuant to the RFQ would be \$187,085.75. Funding is provided by the Community Development Resources Agency FY 2020-21 budget.

ATTACHMENT

Attachment 1: Consultant Services Agreement

ATTACHMENT A

Administering Agency: Placer County Community Development Resources Agency

Contract No. _____

Contract Description: Phase 2 Placer County Government Center Developer

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2020, by and between the County of Placer, through its Community Development Resources Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Griffin/Swinerton, LLC, a Delaware corporation, hereinafter referred to as ("Consultant").

WHEREAS, on April 1, 2019, The County released a Request for Qualifications ((RFQ No. 100199), and on April 15, 2019 released Addendum No. 1 to the RFQ (collectively referred to as the "RFQ") both of which are attached to this agreement as Exhibit D, and are incorporated herein. The RFQ was for a Placer County Government Center Master Developer that would work with the County to develop a mix of possible facilities and infrastructure at the Placer County Government Center (PCGC) in North Auburn, California; and

WHEREAS Consultant responded to the RFQ and submitted a proposal to the County, and after a multi-step developer solicitation process that included the RFQ, meetings and interviews, in November of 2019, the County selected Consultant as the Master Developer for the PCGC; and

WHEREAS, on April 29, 2020, the parties entered into a Consultant Services Agreement for Phase 1 of a multi-phase implementation of those tasks set forth in the RFQ; and

WHEREAS, the parties now seek to enter into Phase 2 of those tasks set forth in the RFQ, and hereby wish to provide a full and complete statement of their respective responsibilities in connection with Phase 2 of this venture through this Agreement.

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A at the time, place, and in the manner specified within the exhibit.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement in the amount and rate set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement, and shall be paid by the County within sixty (60) days of receipt of an invoice for said services previously performed by Consultant. **The total amount of the contract shall not exceed one hundred, twenty thousand, eight-hundred, fifty-seven dollars and fifty cents (\$120,857.50).**
3. **Facilities, Equipment and Other Materials, and Obligations of County.** 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, except as noted in Exhibit C.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.

5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **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. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** 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. Consultant represents and warrants to County that Consultant 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.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory 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.
9. **Hold Harmless and Indemnification Agreement.** Consultant shall save, keep, hold harmless, defend, and indemnify Placer County from any and all damages, costs, or expenses in law or equity that may at any time arise out of or result from this Agreement, any work required in this Agreement, or any damage to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the Consultant, any of the Consultant's employees, or any subcontractors of Consultant.

The Consultant shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against Placer County for any injury, death, or damage caused by Consultant as a result of work performed or completed, pursuant to this agreement, Consultant shall, at its own expense, satisfy and discharge any judgment.

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

10. **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.
 - A. **General Liability Insurance.**

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) Products and completed operations;

- (2) Contractual liability insuring the obligations assumed by Consultant in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to Consultant's work under the Contract.

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 policies be different.

F. **Endorsements.**

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

- (1) "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- (2) "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."
- (3) "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."

G. **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.

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

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less \$1,000,000.

I. **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 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.

11. **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.
12. **Assignment 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.
13. **Personnel.** 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, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
14. **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.
15. **Termination.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County gives notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County terminates 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, Photostatting, 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, but 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, which County may have in law or equity.
- B. Consultant may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the County.
16. **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 section 12900 et seq.
 17. **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.
 18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data are 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 by the County for other than this project.
 19. **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.
 20. **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.
 21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to Phase 1 of the RFQ, 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.

22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **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. In specific, the parties waive their right to federal jurisdiction for any legal proceedings.
24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:		CONSULTANT:	
Community Development Resource Agency		Griffin Swinerton	
Attn:	Shawna Purvines	Attn:	Korin Crawford
3091 County Center Drive Ste. 120 Auburn, CA 95603		2 Technology Drive, Suite 150 Irvine, CA 92618	
Phone:	(530) 745-3031	Phone:	(949) 497-9000

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name/Title: Steve Pedretti, Director, Community Development Resource Agency

Approved as to Form – County Counsel:

By: _____

CONSULTANT GRIFFIN/SWINERTON, LLC

By: _____

Name: Korin Crawford

* Title: Executive Vice President

By: _____

Name: _____

* Title: _____

****If Consultant is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County
- D. Request for Qualifications (RFQ) No. 100199

EXHIBIT A

SCOPE OF SERVICES

Phase 2 (Q3 2020 – Q4 2021): Mixed-income Housing Feasibility and associated Site Infrastructure, Business/Operator Recruitment

1. Market and development feasibility analysis and planning of private real estate and site infrastructure, including demand, rents and pricing, construction costs, and financing options.

Deliverable Required: Feasibility Report – 2020 Market Findings

2. Housing: focused development feasibility planning, development preparation, and financing applications for a variety of housing options spanning a variety of income levels (e.g. workforce, affordable, market rate) and development formats (e.g. mixed-use).

Deliverable Required: Technical Progress Memorandum – Initial Feasibility Findings

3. Local, State, and Federal financing and grant program analysis and application requirements

Deliverable Required: Housing and Community Development (HCD) Grant Application materials or related funding program requirements as requested.

4. Infrastructure Financing: review options including the application of an Enhanced Infrastructure Financing District (EIFD) Plan

Deliverable Required: Technical Memorandum including finance options and requirements.

5. PCGC Marketing and Business Attraction:

Deliverable Required: Business/Operator Recruitment and Attraction materials including: (i) Engagement of businesses and operators of mixed-use residential and commercial facilities to create demand at the Private Development Areas, (ii) engagement and creation of marketing materials and renderings to “tell the story” of the Private Development Areas to attract businesses and investment.

6. PCGC and Fulweiler Site Visioning to correspond with feasibility analysis of private real estate uses as needed and funding is available.

Deliverable Required: Technical Memorandum

7. Contract administration: Community workshops and engagement, as needed

Deliverable Required: Technical memorandum(s) and presentation materials, all final reports, and studies, up to 2 community presentations and up to 3 presentations to County Staff, Planning Commission and Board of Supervisors.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The all inclusive costs for services rendered are as follows:

TASK #	TASK DESCRIPTIONS	Blended Rate	Team Hours	Fee Estimate		
1	Market and development feasibility: commercial, retail, industrial	\$197	250	\$49,125.00		
2	Focused Housing Feasibility planning	\$197	210	\$41,265.00		
3	Grant program analysis and application requirements	\$173	150	\$25,875.00		
4	Infrastructure Financing: review options including the application of an Enhanced Infrastructure Financing District (EIFD) Plan	\$197	100	\$19,650.00		
5	POGC Marketing and Business Attraction	\$173	40	\$6,900.00		
7	POGC and Fulweiler Site Visioning	\$173	97	\$16,804.39		
6	Contract administration: reports, presentations, client correspondence	\$182	85	\$15,380.61		
					<u>Phase 1</u>	<u>Phase 2</u>
					May-Aug 2020	Aug 2020 - Dec 2021
	Gritfin Swinerton Subtotal	\$188	932	\$175,000.00	\$54,142.50	\$120,857.50

EXHIBIT C

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

Placer County shall provide the needed workspace to perform the work assigned to any staff retained as part of this contract in accordance with the scope of work and required duties.

EXHIBIT D

REQUEST FOR QUALIFICADTIONS (RFQ) No. 100199