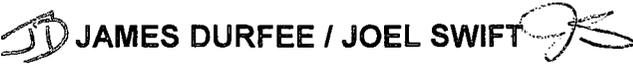


**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **APRIL 10, 2012**

From:  **JAMES DURFEE / JOEL SWIFT**

Subject: **AUBURN ANIMAL SHELTER – FIRST AMENDMENT WITH INDIGO HAMMOND & PLAYLE ARCHITECTS, LLP FOR MASTER ARCHITECTURAL SERVICES, PROJECT NO. 4639**

ACTION REQUESTED / RECOMMENDATION: Approve the attached First Amendment to the Agreement with INDIGO Hammond & Playle Architects, LLP (INDIGO) and authorize the Chair to execute said Amendment, increasing the contract by \$168,300 for a total cost not-to-exceed of \$ 363,300.

BACKGROUND: In September 2008, your Board directed staff to proceed with the Design-Build project delivery of the West Placer Animal Shelter, in cooperation with the Cities of Roseville, Rocklin and Lincoln. In July 2009, your Board approved a Consultant Services Agreement with INDIGO to provide professional master architectural services for the West Placer Animal Shelter. Project management responsibilities for the West Placer Animal Shelter were subsequently transferred to the City of Roseville. Since that time, Roseville has changed direction, and is now proceeding with an option for a City only shelter.

Due to Roseville's decision not to proceed with a Regional Facility, on December 13, 2011, your Board directed staff to initiate project programming and proceed with the Design-Build delivery of the Auburn Animal Shelter project. In addition, your Board directed staff to negotiate an amendment for the existing consultant agreement with INDIGO to provide professional master architectural services for the Auburn Animal Shelter project.

Staff negotiated the First Amendment to the professional services agreement with INDIGO to include a needs assessment, site analysis, and architectural programming and performance criteria as required for a D-B Request for Proposals (RFP) for the Auburn Animal Shelter. These consultant services also include technical review and assistance during D-B Entity prequalification and selection.

In order to proceed, it is recommended that your Board approve the attached First Amendment to the Agreement with INDIGO Hammond & Playle Architects, LLP (INDIGO) and authorize the Chair to execute said Amendment, increasing the contract by \$168,300 for a total cost not-to-exceed of \$ 363,300.

ENVIRONMENTAL CLEARANCE: This project is exempt from review pursuant to CEQA guidelines Section 15262– which exempts a project involving only feasibility or planning studies for possible future actions by the Board of Supervisors.

FISCAL IMPACT: The preliminary total project cost estimate for is \$12,000,000, including \$9,300,000 in construction and \$2,700,000 in design, environmental, construction, project management, inspection & testing and contingency. The project scope and cost will be confirmed during the programming phase. There is currently \$8,949,536 appropriated in the project account, within the Capital Projects Fund.

ATTACHMENT: FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT

JD:JS:RU:BL:SH

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Contract No.: 12784

Administering Agency: **County of Placer/Facility Services/Capital Improvements Division**

Contract Description: **Master Architect Professional Services – Placer County Auburn Animal Shelter**

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT

THIS FIRST AMENDMENT is made at Auburn, California, as of _____, by and between the County of Placer, a political subdivision of the State of California ("County"), and INDIGO Hammond & Playle Architects, LLP ("Consultant") a Limited Liability Partnership, Domestic in California, who agree as follows:

WITNESSETH:

WHEREAS, on July 21, 2009, County and Consultant entered into a Consultant Services Agreement whereby Consultant agreed to provide Master Architect Professional Services for the South Placer County Animal Shelter; and

WHEREAS, on December 13, 2011, the Placer County Board of Supervisors approved proceeding with the Animal Shelter Project No. 4639 and confirmed Design-Build as the project delivery method and directed staff to initiate the project programming for the Auburn Animal Shelter; and

WHEREAS, the Placer County Board of Supervisors has authorized amending the original Consultant Services Agreement for Master Architect Professional Services; and

WHEREAS, County and Consultant have agreed that Consultant shall be entitled to amended compensation resulting in a net increase for the modified scope of services to be provided to County by Consultant.

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

1. **Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services as described in the amended 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 the amended Exhibit B. Consultant shall submit all billings for said services to County in the manner specified in the amended Exhibit B. The total amount payable for all services provided under this amended Agreement, including Additional Services, shall not exceed **Three Hundred Sixty-Three Thousand Three Hundred Dollars (\$363,300.00)** without the prior written approval of County.
3. **Facilities, Equipment and Other Materials, and Obligations of County**. Except as set forth in the amended Exhibit C, Consultant shall, at its sole cost and expense, furnish all

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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 the amended Exhibit C according to the terms and conditions set forth in the amended 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 the amended 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 the amended 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 Facility Services
Attn: Bill Lardner, Project Manager
Capital Improvements Division
11476 "C" Avenue
Auburn, CA 95603
Phone: (530) 886-4983
Fax: (530) 889-6863

CONSULTANT: INDIGO Hammond & Playle Architects, LLP
Attn: Bruce Playle
231 G Street, Suite 2
Davis, CA 95616
Phone: (530) 750-0756
Fax: (530) 750-0802

REMIT TO CONSULTANT:
INDIGO Hammond & Playle Architects, LLP
Attn: Bruce Playle
231 G Street, Suite 2
Davis, CA 95616
Phone: (530) 750-0756
Fax: (530) 750-0802

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

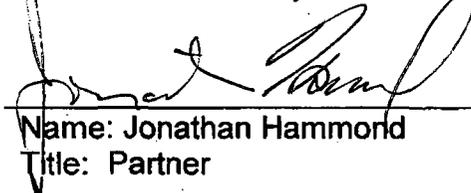
Executed as of the day first above stated:

COUNTY OF PLACER

By: _____
Name: Jennifer Montgomery
Title: Chair, Placer County Board of Supervisors

Date: _____

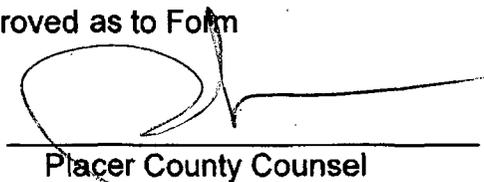
INDIGO Hammond & Playle Architects, LLP, CONSULTANT

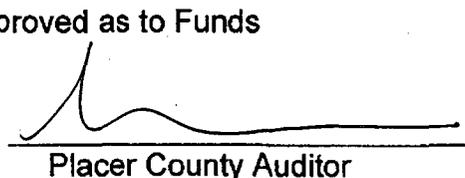
By:  _____
Name: Jonathan Hammond
Title: Partner

Date: 3/27/12

By:  _____
Name: Bruce Playle
Title: Partner

Date: 3/27/12

Approved as to Form
By:  _____
Placer County Counsel

Approved as to Funds
By:  _____
Placer County Auditor

- | | |
|------------------------------|--|
| Exhibit A First Amendment: | Scope of Services |
| Exhibit B First Amendment: | Payment for Services Rendered |
| Exhibit B-1 First Amendment: | Additional Service Hourly Rates |
| Exhibit C First Amendment: | Facilities, Equipment, and Other Materials and Obligations of County |
| Exhibit D General Provisions | (not amended by this First Amendment) |
| Exhibit E First Amendment: | (Final Version Filed Separately) Confidential Accounting Information |

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**EXHIBIT A
FIRST AMENDMENT SCOPE OF SERVICES**

This First Amendment Scope of Services replaces the original Exhibit A in its entirety.

The scope of services shall consist of the general requirements and the specific items of work to be performed within each task. The RFP No. 9866 document is the basis for the scope of work for this contract which is incorporated into this Amended Consultant Services Agreement as follows:

A.1 GENERAL REQUIREMENTS for PHASE ONE and PHASE TWO SERVICES:

- A. The Consultant shall provide professional master architectural services pursuant to direction provided by the County as a part of the Design/Build (D/B) delivery of this Project. The Consultant shall attend client review and project meetings, provide needs assessment and facility space programming, performance specification and design criteria, and overall project scheduling with the coordination of the County. The Consultant shall provide building and site cost budgeting services and shall review and provide additional requirements as needed for the D/B Entity prequalification and selection criteria. The Consultant shall participate in the evaluation of the prequalification submittals and the Consultant shall participate in the evaluation of the D/B Entity's RFP proposal submittals and participate in the D/B Entity selection process. The Design/Build Entity shall serve as the Architect of Record and as the General Contractor in the Design/Build process. As possible additional services, the consultant may be requested to provide environmental review site related services and the Consultant may be requested to provide compliance review of the selected Design/Build Entity's design documents, construction documents, construction submittals and assist with the construction administration process. The County shall direct and administer the overall Design/Build process for this project.
- B. The Consultant contracted for this scope of services shall be a direct Consultant to the County for the duration of this overall project. The Consultant shall be prohibited from any concurrent contractual involvement, employment, participation, association, or any other performance of services on behalf of any Design/Build Entity which submits prequalifications and/or a proposal for this Animal Shelter project.
- C. The Consultant shall employ subconsultants with demonstrated experience and expertise in state of the art animal shelter design required for this project's scope of work including needs assessment and programming, cost analysis, and performance specification and design criteria for all elements including shelter medical and veterinary facilities and supporting systems. This shall include key evaluations and considerations including the performance of HVAC systems, separation of areas, shelter disease control, and overall air quality requirements, types and sizes of animal housing, storage and other spaces, equipment types, fixtures and furnishings for the project including future expansion phases per the County's program.

- D. Prior to starting this scope of work, Consultant shall provide a written project work plan including a descriptive timeline schedule with milestone dates for the County's review. Any Work plan revisions and schedule adjustments, including timeline schedule regular updates, as may be required by the County for assurance of the overall project objectives and timeline schedule shall be submitted promptly and in the same format as originally submitted. The start date and commencement of each task within this Scope of Work will be scheduled as directed by the County. Some tasks may be performed concurrently with other tasks as directed by the County.
- E. To begin this scope of work, the Consultant shall review and provide a written commentary on all of the provided and available information listed in the amended Exhibit C of the Contract.
- F. The Consultant shall participate in a number of client review meetings and project meetings and shall produce complete meeting minutes documents for each individual meeting that is held. Meeting minutes shall record all items, define the specific tasks and set the responsibilities for each task. The Consultant shall distribute each set of meeting minutes to all designated attendees not later than three (3) working days after the subject meeting occurs. All meetings will be scheduled by the County Project Manager.
- G. Consultant's communications and interactions with all County departments, cities, agencies, organizations, public or private parties and with other Consultants to the County shall be conducted through and with the prior approval of the County Project Manager.
- H. The County along with participating City Partners, other agencies and organizations will review and comment verbally and/or in writing on each document deliverable to be submitted by the Consultant. This review and comment process shall include all in-progress document deliverables. Review comments will be coordinated through the County project manager. The Consultant and each appropriate subconsultant shall address and incorporate review comments, revisions, ideas and concepts into each submitted document as necessary and as approved by the County. Adequate calendar time for all such review and comment periods, including Consultant incorporation, shall be accommodated within the project timeline schedule.
- I. Consultant shall include within its cost proposal the costs of all printing production, reproduction, document posting, photos, colored printing, plots, binding and postage as required for seven (7) hardcopy paper copies of each set of deliverables plus electronic files on read-write storage media and Adobe Acrobat .pdf format all of which shall be delivered to the County. Additional sets of deliverables if requested and preapproved by the County shall be billed to the County as additional services. As directed by the County, specific project documents and elements thereof shall be maintained on a password protected internet FTP site to be hosted by the Consultant.

- J. Consultant shall include within its cost proposal the costs of all travel expenses, meeting time, travel time, site visits, phone calls, faxes, copies, miscellaneous costs and all other related project expenses. If additional services are requested and approved by the County, all related expenses shall be included and billed to the County as a part of such additional services.
- K. The Consultant shall assist the County with updating the total project budget cost estimates in accordance with the County's standard budgetary processes, and with consideration for any funding constraints that may affect the development of this project.
- L. Document Submittal Formats: For coordination with the County's existing data systems, every document and deliverable submittal shall be prepared using Microsoft Office Word for text documents, AutoCAD 2012 or 2010 for drawings, Microsoft Excel for spreadsheets and cost estimate budgets, and Microsoft Project for project scheduling. With the County Project Manager's prior case-by-case approval, the draft versions of each deliverable may be submitted in Adobe Acrobat .pdf format without hardcopy paper submittals. All complete and final deliverable documents shall be submitted in both hardcopy paper and original electronic file format.
- M. The Consultant agrees that when directed by the County, the performance of additional services shall be identified and costs negotiated. Additional Services shall be preapproved and authorized by the County.

A.2 TASK ONE (PHASE ONE SERVICES):

- A. The Consultant will develop and submit a new Needs Assessment and will develop and submit a new Program Statement to include a complete Space Program for the facility, which also includes future facility expansion space. The Consultant shall analyze all existing and proposed animal services, functions and animal services capacities and determine the needs and spaces to be accommodated by the new animal shelter facility.
- B. Consultant and both animal shelter subconsultants shall attend and participate in four (4) client review meetings including a site tour and visiting the County's existing animal shelter facility as a part of Task One services. With coordinated dates, client review meetings shall also include Consultant attendance and project updates to be provided at the County ASAC meetings.
- C. Consultant shall develop and submit graphic Flow Diagrams and Adjacency Diagrams in a conceptual bubble diagram format indicating the primary, secondary, tertiary and non-adjacent orders of importance for each of the programmed spaces of the new animal shelter facility.
- D. Consultant shall develop and submit a Building Budget Cost Estimate indicating construction costs, kennel and cages, special animal shelter equipment, veterinary equipment, furnishings, cost contingency and escalation to mid-point of construction.

A.3 TASK TWO (PHASE ONE SERVICES):

- A. Consultant shall review, gather and evaluate all available information for the project and shall perform and submit a topographic and utility survey of the proposed site as defined in this Exhibit A Scope of Services.
- B. Consultant shall review the completed topographic and utility survey. Consultant shall develop and submit a preliminary site analysis to include a utility and site constraints study and subsequently participate in one (1) client review meeting scheduled within a Task One meeting. Consultant shall include within the graphic survey a simplified rectilinear area footprint to denote a potential location for the proposed animal shelter facility. These completed items will be included as part of the RFQ and/or RFP documents.
- C. Consultant shall provide a conceptual Site Budget Cost Estimate considering all potential site items plus cost contingency and escalation to mid-point of construction and combine this estimate with the Building Budget Cost Estimate provided in Task One.
- D. The environmental analysis of the proposed site shall be addressed, processed and coordinated by the County. The County anticipates a mitigated negative declaration for the project. Necessary site planning tasks and possible environmental review mitigations will be addressed by the County as the information becomes available. Unless additional services are approved, the Consultant shall not provide assistance to the County during this environmental analysis process and the calendar time necessary for the County's environmental process shall be accommodated within the project timeline schedule.

A.4 TASK THREE (PHASE ONE SERVICES):

- A. Consultant shall participate in up to four (4) client review meetings.
- B. Consultant shall provide Performance Criteria which fully describe the intended functional goals, space needs and required facility quality for this project. These deliverables, as delineated herein, shall be used to convey the project scope of work for the purpose of prequalifying, selecting and contracting with a Design/Build Entity for the design and construction of this project.
- C. Consultant shall provide performance specifications and design criteria that fully describe the project including all facility areas and spaces including room type data sheets, diagrams, sizes, kennel and cage quantities with kennel and cage layouts, ceiling heights, finish material types, acoustics, adjacencies, signage, HVAC/utility/plumbing, cleaning and functional requirements, lighting, cleaning systems, shelter medical and veterinary animal care requirements with shelter disease control, facility monitoring, communications and data

systems and all site development items. The required format for this Performance Criteria shall be very similar to a schematic design narrative and shall include separate sections detailing the individual elements of the facility. Performance specification and design criteria shall define the quality level of all elements of the facility to be used by the Design/Build Entity in the design and construction document and product specification process. The performance specification and design criteria shall also incorporate the County's existing proprietary standards for fire alarm system, intrusion alarm system, telecom voice and data systems, facility keying access system and for HVAC environmental control monitoring.

- D. Design/Build Entity Prequalification and Selection Criteria: Consultant shall review and evaluate and shall provide written commentary regarding the County's draft document version for the Prequalification of Design/Build Entities. The County's draft document version will incorporate the project specifics for the Prequalification of Design/Build Entities. After this draft version is reviewed and comments received, the County shall produce the final version of the Prequalification of Design/Build Entities to be utilized for this project. The County shall administer the release this document and the prequalification process that follows.
- E. Consultant shall perform in an advisory capacity to assist the County in the review and tabulation of all Prequalification packages submitted by D/B firms.
- F. Consultant shall assist the County with developing the Request for Proposals to be distributed to the three most qualified D/B firms as selected by the Prequalification process. The RFP will contain specific instructions and requirements for developing Design/Build proposal packages.
- G. Consultant shall perform in an advisory capacity to assist the County in defining the Sustainable Design performance guidelines for this project.

A.5 TASK FOUR (PHASE TWO SERVICES):

- A. Consultant shall participate in one (1) Pre-Proposal Meeting with the three most qualified D/B firms selected in the previous step. The purpose of this meeting will be to discuss the various project elements and requirements of the D/B RFP with the D/B firms and provide any clarification needed prior to the development of their proposals. This Pre-Proposal meeting is expected to last approximately two (2) hours and will be held at the project site and nearby County facilities.
- B. Consultant shall participate in confidential design review meetings with the D/B firms, to be conducted by the County, at scheduled intervals throughout the proposal development phase. Separate confidential meetings will be held individually with each of the D/B firms to discuss the development of their Design proposals and provide guidance. The Consultant's key subconsultants shall be in attendance at each of these meetings. Two (2) meetings will be held with each of the three (3) D/B firms, and each meeting is expected to last approximately four to eight hours.

- C. During this task, the Consultant shall participate in confidential biweekly team meetings with the County alternating with biweekly telephone conference calls with the County to review and respond to design review questions as required.
- D. Consultant shall assist the County and CM in producing all document clarifications that the County deems necessary while the Design/Build Entity proposal process is underway. All such clarifications to the Consultant's documents shall be produced by the Consultant in the form of an addendum which will then be issued by the County.
- E. Consultant shall perform in an advisory capacity to assist the County with the evaluation of the Design/Build Entities proposal package submittals, using the evaluation and selection criteria scoring table as published in the D/B RFP. This will require an initial independent review and draft assessment of each package, followed by one (1) review meeting, with key subconsultants, with the County and CM to discuss the assessments of each Design/Build Entity proposal package.
- F. Consultant and key subconsultants shall attend the final presentations of each of the three Design/Build Entities. Consultant without subconsultants shall attend the award of the Design/Build contract by the County Board of Supervisors.

TOPOGRAPHIC AND UTILITY SURVEY SERVICES (Refer to TASK TWO SERVICES):

The following scope of work describes the Consultant tasks to be performed as relates to the attached "Area of Survey Map – Auburn Animal Shelter" depicting approximately 17 acres on the south and north sides of B. Avenue including existing facilities and the utility points of connection and the existing above ground and underground utilities within the depicted area. Special permit fees are not anticipated for this survey. If fees arise, the County will pay the fees.

1. Design Level Topographic Survey

An aerial topographic survey will be performed and mapped at a scale of 1" = 20' with a 1' contour interval. All planimetric features will be shown. Existing improvements will be shown, along with visible surface utilities. Consultant will use County of Placer Avenue "B" Extension improvement plans for vertical control. Existing horizontal control monuments in Atwood Road, approximately 1,250 feet southeast of the proposed project site, shall be used for this Survey.

2. Supplemental Topographic Survey

An in-the-field survey will be conducted to supplement the aerial topographic survey. Cross sections will be collected along Avenue "B". Existing utility invert elevations for gravity facilities will be collected, wherever these are accessible. Consultant shall coordinate with the County for potholing of existing underground utilities where potholing is deemed appropriate. A new permanent control bench mark shall be installed and labeled by Consultant located not more than 200 feet from the proposed site. A datum = NGVD29 benchmark at

elevation of 1,436.62' , located on the north side of 'A' Avenue approximately 2,500 feet northeast of the proposed site, shall be used with station points for vertical elevation control of this Survey.

3. Tree Survey

Consultant will perform a Tree Survey within project site. The Tree Survey will locate trees six (6) inches in diameter at breast height (DBH) and greater, and shall also document each tree type and DBH dimension. Trees will not be tagged.

4. Mapping

Boundary and easement mapping is not a part of these services.

5. Utility Mapping

Utilities will be plotted on the topographic map based on visible surface information picked up in the field survey, and additional information available through utility plans and maps. Consultant will contact known local utility providers to obtain information and County will provide utility plans available from its records. Consultant will compile the field surveys and notes and provide to the County an exhibit along with supporting AutoCAD files documenting the field survey results.

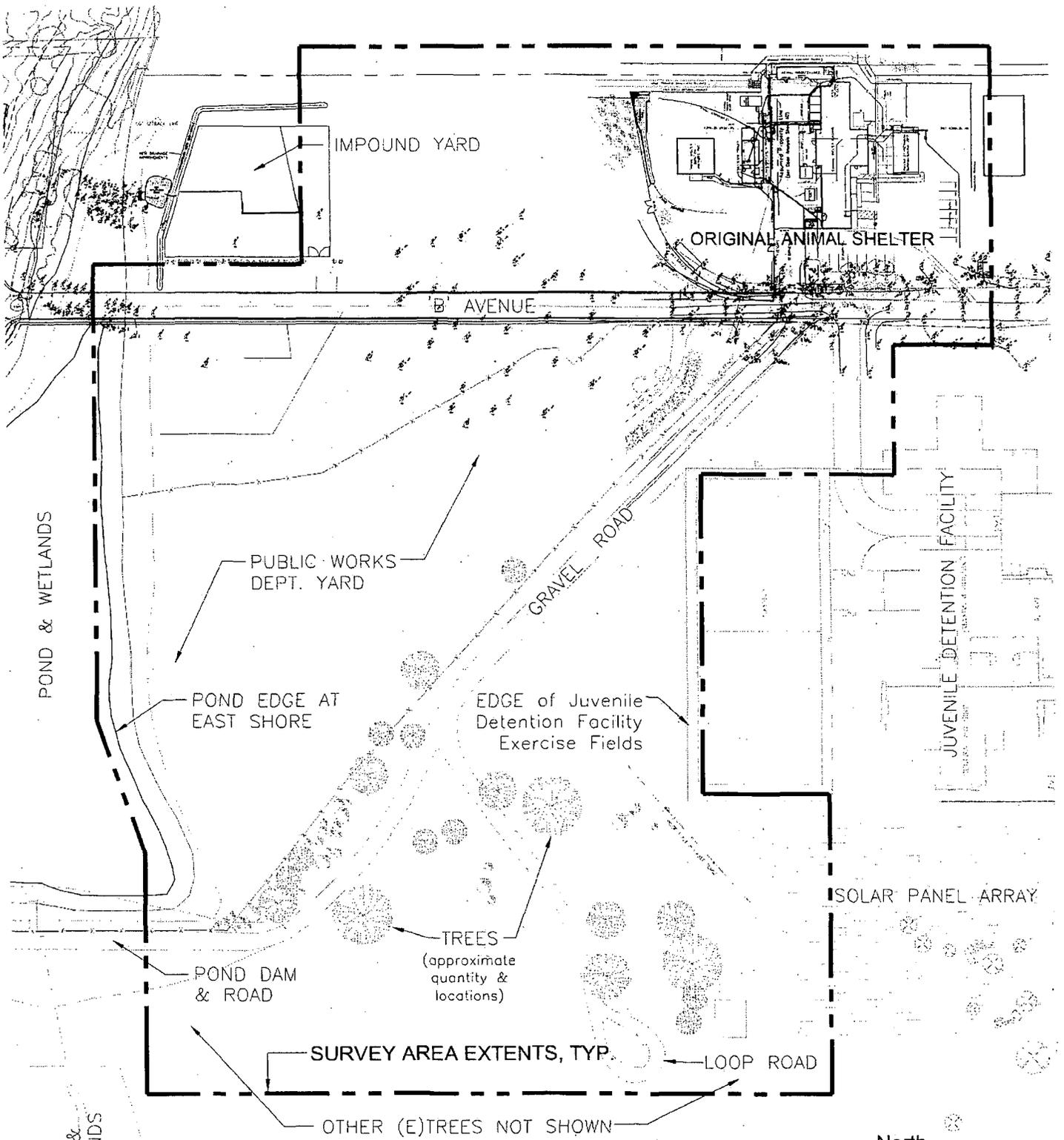
6. Proposed Animal Shelter Facility Location

A simplified rectilinear area footprint denoting a potential location for the proposed animal shelter facility will be included on the survey topographic/utility map.

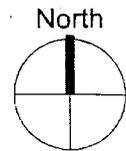
Said Scope of Work described above may be amended only with the prior written approval of the Consultant and the Placer County Director of Facility Services however, in no event shall such amendment create any additional liability to the County.

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 the amended Exhibit B. Work on any Additional Services may not proceed until authorized in writing by the Placer County Director of Facility Services. 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 in a timely fashion in accordance with the work schedule as submitted per the terms of this contract.



AREA OF SURVEY MAP



MASTER ARCHITECTURAL SERVICES - AUBURN ANIMAL SHELTER
 FIRST AMENDMENT to Contract No. 12784

ATWOOD

ROAD

**EXHIBIT B
FIRST AMENDMENT PAYMENT FOR SERVICES RENDERED**

This First Amendment Payment for Services Rendered replaces the original Exhibit B in its entirety.

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, percentage of completion and percent of budget remaining by task.

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 allowances and additional services, shall not exceed **Three Hundred Sixty-Three Thousand Three Hundred Dollars (\$ 363,300.00)**.

<u>PHASE ONE SERVICES:</u>	<u>COSTS</u>
TASK ONE: Needs Assessment, Programming & Cost Estimate	\$ 91,700
TASK TWO: Site Survey, Site Analysis and Cost Estimate	\$ 34,700
TASK THREE: Performance Criteria, RFQ & RFP	\$ 69,200

<u>PHASE TWO SERVICES:</u>	<u>COSTS</u>
TASK FOUR: Proposal Review, Clarifications & D/B entity selection	\$ 102,700

PROJECT EXPENSES: All Phase One and Phase Two expenses for meetings, travel, printing and all other expenses are included within the amounts shown above.

	SUB-TOTAL \$ 298,300
<u>ADDITIONAL SERVICES:</u>	
Defined Additional Services Amount for Environmental Review Assistance	\$ 15,000

This contract allows for additional work as necessary on the prior written approval from the Placer County Director of Facility Services in the maximum amount of \$ 50,000. Refer to the amended Exhibit B-1 for the accepted hourly rates to be applied.

	TOTAL \$ 363,300
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**EXHIBIT B-1
FIRST AMENDMENT COSTS FOR ADDITIONAL SERVICES**

This First Amendment Costs for Additional Services replaces the original Exhibit B-1 in its entirety.

Consultant shall submit a proposal for any additional services work to be performed. Prior to any additional work being performed by Consultant, the County shall review and approve the Consultant's proposed scope of work in accordance with the hourly rate schedule and project expenses attached hereto as the amended Exhibit B -1.

INDIGO (Prime):	<u>Title</u>	<u>Hourly Rates</u>
	Principal Architect	\$ 200
	Architect	\$ 155
	Senior Designer	\$ 130
	Designer/Drafter – Level 2	\$ 115
	Designer/Drafter – Level 1	\$ 105
	Clerical	\$ 75

INDIGO's Sub-consultants: Note: All of the following rates include 10% Prime Consultant's markup.

Kate Hurley	\$ 150
Jackson/Ryan Principal	\$ 220
Jackson/Ryan Associate Principal	\$ 193
Jackson/Ryan Associates & Reg. Architects	\$ 165
Jackson/Ryan Architectural Staff	\$ 95
Jackson/Ryan Financial Manager	\$ 95
Jackson/Ryan Clerical	\$ 55
Capital Engineering Consult. Sr. Principal	\$ 193
Capital Engineering Consult. Principal	\$ 190
Capital Engineering Consult. Director	\$ 185
Capital Engineering Consult. Sr. Project Manager	\$ 180
Capital Engineering Consult. Project Manager	\$ 175
Capital Engineering Consult. Field Services	\$ 175
Capital Engineering Consult. Senior Engineer	\$ 160
Capital Engineering Consult. Engineer	\$ 145
Capital Engineering Consult. Senior Designer	\$ 135
Capital Engineering Consult. Designer	\$ 125
Capital Engineering Consult. Technician/CADD	\$ 110
Capital Engineering Consult. Clerical/Admin.	\$ 90
M. Neils Engineering Principal Engineer	\$ 193
M. Neils Engineering Senior Project Manager	\$ 176
M. Neils Engineering Project Manager	\$ 160
M. Neils Engineering Senior Engineer	\$ 160
M. Neils Engineering Engineer	\$ 149
M. Neils Engineering Senior Designer	\$ 145
M. Neils Engineering Designer	\$ 120
M. Neils Engineering Assistant Engineer	\$ 110
M. Neils Engineering Engineering Tech/Sr.Drafter	\$ 100
M. Neils Engineering Drafter	\$ 90
M. Neils Engineering Assistant Drafter	\$ 70
M. Neils Engineering Clerical	\$ 80

EXHIBIT B-1 (continued)
FIRST AMENDMENT COSTS FOR ADDITIONAL SERVICES

This First Amendment Costs for Additional Services replaces the original Exhibit B-1 in its entirety.

INDIGO's Sub-consultants (continued):

Wood Rodgers Engineering Principal Engineer	\$ 193
Wood Rodgers Engineering Engineer	\$ 176
Wood Rodgers Engineering Assistant Engineer	\$ 149
Wood Rodgers Engineering Cad Technician III	\$ 105
Wood Rodgers Engineering Cad Technician II	\$ 95
Wood Rodgers Engineering Cad Technician I	\$ 85
Wood Rodgers Engineering Field Technician III	\$ 85
Wood Rodgers Engineering Field Technician II	\$ 80
Wood Rodgers Engineering Field Technician I	\$ 70
Wood Rodgers Engineering Project Coordinator	\$ 85
Wood Rodgers Engineering Administrative Asst.	\$ 70
Point 2 Structural Principal Structural Engineer	\$ 165
Point 2 Structural Structural Engineer	\$ 145
Point 2 Structural Civil Engineer	\$ 110
Point 2 Structural Staff Engineer	\$ 90
Point 2 Structural Draftsperson	\$ 70
Point 2 Structural Clerical	\$ 60
J.R. Conkey & Associates Principal	\$ 193
J.R. Conkey & Associates Project Manager	\$ 176
J.R. Conkey & Associates Senior Cost Estimator	\$ 138
J.R. Conkey & Associates Clerical Support	\$ 55
MIG Senior Landscape Architect	\$ 160
MIG Project Manager	\$ 125
MIG Project Associate	\$ 95

Additional Services Project Expenses:

Consultant's project expenses for Additional Services shall be included as individually identified line items within the additional services cost proposal. A markup of 10% shall be applied to approved actual expense amounts. This cost proposal is to be provided by the Consultant to the County for the Project Manager and supervisory review and prior approval.

**EXHIBIT C
FIRST AMENDMENT**

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

This First Amendment Facilities, Equipment, and other Materials, and Obligations of County replaces the original Exhibit C in its entirety.

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 the County Project Manager
2. Past Needs Assessment documents and related County animal services data
3. Needs Assessment Update 2007-2008 "Co-Location Study"
4. County's available existing utility plans for B Avenue within the proposed survey area
5. County's "Architectural Design Guidelines" for this project with example photographs
6. Environmental Documents (to be provided upon completion)
7. County's Draft and Final Pre-Qualification of Design/Build Entities for this project
8. County's Draft and Final Request for Proposals from Design/Build Entities for this project
9. County's Sustainable Design Performance Specifications and Design Measures
10. County's "front end" documents: Design/Build Construction Contract, General Conditions and Specifications Division 1
11. County's proprietary standards for fire alarm, intrusion alarm, telecom voice and data systems, facility keying access and HVAC environmental control monitoring.
12. Geotechnical Engineering Evaluation Soils Report (to be provided upon completion)
13. County shall promptly review all required documents and materials submitted by the Consultant.

All other information, facilities, and equipment required to complete the services described in the amended 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. **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. **Workers' Compensation and Employers' Liability Insurance**

- 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' 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, one million dollars (\$1,000,000) each employee for bodily injury by disease.
- 2) If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 3) Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

- 4) Consultant shall require all Subconsultants to maintain adequate Workers' Compensation Insurance. Certificates of Workers Compensation shall be filed forthwith with the County upon demand.

B. General Liability Insurance

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by or on behalf of Consultant, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Consultant in this Agreement.
- 2) One of the following forms is required:
 - a) Comprehensive General Liability;
 - b) Commercial General Liability (Occurrence); or
 - c) Commercial General Liability (Claims Made).
- 3) 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:
 - a) One million dollars (\$1,000,000) each occurrence
 - b) One million dollars (\$1,000,000) aggregate
- 4) If Consultant carries a Commercial General Liability (Occurrence) policy:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii) One million dollars (\$1,000,000) for Products-Completed Operations
 - iii) One million dollars (\$1,000,000) General Aggregate
 - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) 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:
 - a) The limits of liability shall not be less than:

- i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
- b) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months 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.
- C. 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 insured for all liability arising out of operations, 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 canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors & Omissions)

- 1) 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 six (6) months 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.

- 2) Professional Liability shall be limited to the required scope of services provided in the performance of this Agreement and shall not include the design and construction work to be performed by the Design/Build entity to be selected by the County for this project.

5. **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 the 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 the contract or agreement to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code, Section 2778 and 2782.5 This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the 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 Placer County, its officers, agents, employees, and volunteers.

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 the amended 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 the amended 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 the amended 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 regarding this Agreement initially 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.

19. Construction and Interpretation. It is agreed and acknowledged by Consultant 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
FIRST AMENDMENT**

This First Amendment Confidential replaces the original Exhibit E in its entirety.

CONFIDENTIAL

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

**Administering Agency: Placer County/Facility Services Department/Capital
Improvements Division**

**Contract Description: Master Architect Professional Services –Placer County Auburn
Animal Shelter**

**CONSULTANT: INDIGO Hammond & Playle Architects, LLP a Limited Liability Partnership,
Domestic in California**

FEDERAL TAX ID # 68-0428958