

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

To: **BOARD OF SUPERVISORS**

Date: **SEPTEMBER 23, 2008**

From: ~~D~~ **JAMES DURFEE / JOEL SWIFT** 

Subject: **CLERK RECORDER ELECTIONS ADDITION, PROJECT NO. 4830**
ARCHITECTURAL AND ENGINEERING SERVICES

ACTION REQUESTED / RECOMMENDATION: Approve the attached Budget Revision, in the amount of \$333,500, and approve the Consultant Services Agreement with Williams + Paddon, Architects + Planners, Inc. (W+P) to provide architectural and engineering services for the Clerk Recorder Elections Addition, Project No. 4830, located in the Placer County Government Center in North Auburn and authorize the Chairman to execute the attached Agreement in an amount not-to-exceed \$180,200.

BACKGROUND: In April 1998, the Placer County Clerk Recorder Elections (CRE) office moved into the Finance Administration Building (FAB) at 2952 Richardson Drive as part of the County's plan to consolidate government services at the Placer County Government Center. In the last 10 years, the County's population has grown from 229,686 to 333,401. Additionally, as a result of the convenience and current trend to cast absentee ballots, absentee voting had increased to 55% of all ballots cast and has increased from 26,191, in 1998, to 68,190, today. Moreover, increasing space needs for Elections and Recording technology have outgrown the present elections workroom, computer room and ballot storage room.

Staff has worked with CRE staff to determine a preliminary scope of work, project budget, an appropriate location for an addition to the building and a preliminary project schedule. In order to accommodate this growth, minor remodeling and an addition to the rear of the FAB needs to be designed and constructed. In July 2008, Facility Services solicited proposals from three pre-qualified architectural firms to provide programming and design, prepare plans and specifications and provide construction administration services for the Clerk Recorder Elections Addition Project. W+P was selected to perform this work.

In order to proceed with the Clerk Recorder Elections Addition Project, it is necessary for your Board to approve the attached Budget Revision, in the amount of \$333,500 and the Agreement with W+P, in an amount not-to-exceed \$180,200.

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

FISCAL IMPACT: The preliminary total project cost for the Clerk Recorder Elections Addition Project is estimated to be \$1,450,000, including design and project management costs estimated to be \$333,500. Funding for the design phase of this project will be provided by the attached Budget Revision, transferring \$333,500 from the Recorder's Trust Fund to the Capital Projects Fund project account for these services. Staff will return to your Board at bid award with a Budget Revision to transfer the remaining balance from the Recorder's Trust Fund.

ATTACHMENTS: BUDGET REVISION
W+P AGREEMENT – CLERK RECORDER ELECTIONS ADDITION

JD:JS:RU:DH:SR

CC: COUNTY EXECUTIVE OFFICE
PROCUREMENT SERVICES
CLERK RECORDERS ELECTION DEPARTMENT

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421

Contract No.: _____

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

Contract Description: Clerk Recorder Elections Addition – Finance Administration Building - Placer County Government Center

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of September 23, 2008, by and between the County of Placer, a political subdivision of the State of California ("County"), and Williams + Paddon, Architects + Planners, 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 **One Hundred Eighty Thousand Two Hundred and no/100 Dollars (\$180,200.00)** 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:

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COUNTY: Placer County Department of Facility Services
Attn: Doug Hawk
Capital Improvements Division
11476 "C" Avenue
Auburn, CA 95603
Phone: 530-889-6805
Fax: 530-889-6963

CONSULTANT: Williams + Paddon, Architects + Planners, Inc.
Attn: Dan Richards
2237 Douglas Blvd. Suite 160
Roseville, Calif. 95661
Phone: 916-786-8178
Fax: 916-786-2175

REMIT TO CONSULTANT:
Williams + Paddon, Architects + Planners, Inc.
Attn: Jessica Janicki
2237 Douglas Blvd. Suite 160
Roseville, Calif. 95661

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: _____
Chairman, Board of Supervisors

Date: _____

Williams + Paddon, Architects + Planners, Inc., CONSULTANT

By: _____
Jack Paddon, AIA
President

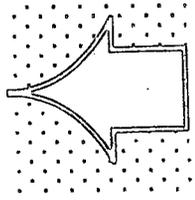
Date: 8.25.08

By: _____
Gregory M. Tonello, AIA
Treasurer

Date: 8/25/08

Approved as to Form
By: _____
Placer County Counsel

Approved as to Funds
By: _____
Placer County Auditor



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

EXHIBIT A

SCOPE OF SERVICES

The scope of services shall consist of architectural and engineering services for the Placer County Clerk Recorder Elections Addition to the Finance Administration Building, located in the Placer County Government Center in Auburn, California and anticipated to consist of a single story building addition of approximately 3,000 square feet of new office and workspace, a remodel and interior renovation of approximately 2,000 square feet of existing office space and associated site improvements including modifications required by the building expansion, addition of truck access drive, site fencing and automatic gates and relocation of the existing refuse enclosure function.

Said Scope of Work 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 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.

BASIC SERVICES SCOPE DESCRIPTION

Basic Services consist of those described below and include normal Architectural, Civil, Structural, Mechanical, Electrical Engineering and Landscape Architecture Services.

TASK ONE - PROGRAMMING

Programming

Consultant will meet with representatives of the Clerk Recorder Elections Department and Facility Services Department to gather information and to determine the full scope of work and related issues for the project. It is anticipated that one meeting including a department tour and one short follow up meeting will be sufficient to gather information. The understanding of findings will be documented in meeting note format and will be submitted to the department representatives for review and comment.

Estimate of Probable Construction Cost

Based on the County approved program Consultant will prepare an Estimate of Probable Construction Cost and advise the County of recommendations for adjustments to budget and/or project scope.

Meetings

Up to two meetings at County's facilities.

Deliverables

- Programming Meeting Notes (Qualitative and Quantitative)
- Estimate of Probable Construction Costs

TASK TWO – SCHEMATIC DESIGN

Site Analysis, and Code Analysis

Consultant will organize existing documentation provided by the County. Consultant will visit the site to verify, confirm and document the existing site and building improvements specific to the areas included in the project and survey of approximately 20 pieces of existing equipment. A preliminary building code analysis that generates parameters and information for schematic design, design development, construction documents, bidding and construction will be prepared.

Schematic Design

Based on the updated drawings, Consultant will develop Schematic Design Drawings and exhibits including:

- Site Plan indicating areas of demolition, building addition footprint, locations of new pavement, fencing site equipment, landscape and hardscape and notation of project statistics.
- Topographic utility and boundary survey of the project site areas including locations of easements, existing structures and trees
- Building Addition and Remodel Floor Plans indicating areas of demolition, proposed functional layouts, approximate sizes and adjacencies of interior spaces including wall, window and door locations.
- Schematic Design code compliance check using the 2007 CBC.

Consultant will meet with representatives of the Clerk Recorder Elections Department and Facility Services to review and discuss Schematic Plan alternates, to solicit feedback and comments, determine preferred alternates and secure approval to proceed.

Estimate of Probable Construction Cost

Based on County approved Schematic Design exhibits Consultant will prepare an Estimate of Probable Construction Cost and advise the County of recommendations for adjustments to budget and/or project scope.

Meetings

Up to three meetings at County's facilities.

Weekly teleconference meetings with County Facility Services representative to review progress of the work.

Deliverables

- Meeting Agendas and Minutes
- Site Plan
- Topographic utility and boundary survey of the project site areas including locations of easements, existing structures and trees
- Schematic Plans
 - Architectural
 - Structural
 - Mechanical/Load Calculations/Identification of Preferred Systems
 - Plumbing
 - Electrical/Load Calculations
- Estimate of Probable Construction Cost

TASK THREE – DESIGN REVIEW

Consultant will provide a completed design/site review application along with the necessary drawing exhibits described and outlined within the most current Placer County Planning Department Filing Instructions for Design/Site Review.

Consultant will attend a design review meeting with Placer County Planning Department staff to review the results of the review of the Design Review Application, if required by the County.

Meetings

One meeting at the County's facilities.

Deliverables

- Design Review Submittal Package

TASK FOUR – DESIGN DEVELOPMENT

Design Development

Consultant will provide Design Development services consisting of continued development of the approved schematic design documents to finalize relationships, forms, size and appearance of the project.

Consultant will develop two preliminary color/material palettes. The palettes will be presented in loose format for the initial review by the County with final approved palette to be presented as one material board.

Consultant will meet with representatives of the County and Clerk Recorder Elections Department to review and discuss Design Development documents, interior finish palettes, solicit feedback, determine preferred alternates and secure approval to proceed with Construction Documents.

Meetings

Up to two meetings at County's facilities.

Weekly teleconference meetings with County representative to review progress of the work.

Deliverables

- Meeting Agendas and Minutes
- Design Development Documents
- Interior Finishes Color and Material palette (two schemes loose)
- Interior Materials Color & Finish Board (one)

TASK FIVE - CONSTRUCTION DOCUMENTS

Construction Documents

Consultant will provide Construction Documentation services consisting of preparation of drawings and specifications coordinated with the County's General Conditions and Division 1 requirements. Documents will be based on approved Design Development documents and

will set forth in detail the Architectural, Interior Design, Civil, Landscape Architecture, Structural, Mechanical, Fire Alarm / Suppression, Plumbing, and Electrical construction requirements for the project.

Estimate of Probable Construction Cost

Based on final Construction Documents, Consultant will update Estimate of Probable Construction Cost at 80% document completion and advise the County of recommendations for adjustments to budget and/or project scope.

Permit Processing

Consultant will prepare applications to Placer County for Building Permit(s), submit Construction Documents to the Placer County Community Development Resource Agency for review and comment and will assist in processing of application for Building Permit including submittals; tracking and routing of permit application and documents.

Meetings

Up to two meetings at County's facilities.

Deliverables

- Meeting Agendas and Minutes
- Construction Documents & Specifications – Permit Application
- Construction Documents & Specifications – Bid Package Documents
- Final Estimate of Probable Construction Cost at 80% CD's

TASK SIX - BIDDING / NEGOTIATIONS

Assist the County in obtaining bids for construction based on Agency Approved and Permitted Construction Documents including:

- Assist County in the bid process.
- Review proposed product substitution requests submitted by bidders
- Issue addenda documents
- Attend Pre-Bid Meeting with perspective general contractors and sub-contractors.

Meetings

Pre-bid meeting at County's facilities.

Deliverables

- Addenda
- Product substitution request reviews

TASK SEVEN - CONSTRUCTION ADMINISTRATION

A representative of Consultant will attend periodic Construction Progress Meetings with the contractor and representative(s) of the County.

Consultant will process submittals, including receipt, reviews, and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Submittals will be minimized to only those necessary for fabrication and coordination. Products as specified in the contract documents will be utilized.

Consultant will process Contractor's Request for Information (RFI).

Consultant will receive, review and distribution of submittals to appropriate consultants and maintenance of the submittal log.

A representative of Consultant will provide limited construction field observation services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed in writing to become generally familiar with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the contract documents. Field reports and related communications will be prepared only as required to provide direction or information related to items not in accordance with the contract documents. Site visits shall be in conjunction with Weekly construction meetings

Consultant will provide Project Closeout services initiated upon notice from the Contractor that the work is acceptable to the Placer County representative, is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended. Project Closeout services include one punch list site visit for the site and the Building and Interior Improvements and one final walk-thru site visits.

Meetings

Up to 6 Construction Progress Meetings

Up to 7 Site Visits including punch list walk thru

TASK EIGHT – RECORD DRAWINGS

Based on as-built documentation provided by the Contractor's record drawings, including RFI's, ASI's and Change Orders, Consultant will prepare Record Drawings in AutoCAD format.

Deliverables

- Record Drawings

TASK NINE – BOMA CALCULATIONS

Based on County provided CADD drawings of the existing building, Consultant will develop BOMA calculations for the entire building including construction completed as a part this project (approx 83,000 sf) using County's modified BOMA standards for overall user departments only.

Deliverables

- BOMA Calculations

Deliverables will be provided in the following quantities

Tasks 1 & 2: Four (4) full size copies and one (1) electronic file provided on CD-ROM

Task 3: Copies as required and outlined in Design Review Application and (1) electronic file provided on CD-ROM

Task 4: None

Task 5: Four (4) full size copies and one (1) electronic file provided on CD-ROM

Task 6: (1) original copy and (1) electronic file provided on CD-ROM

Task 7: (1) original copy and (1) electronic file provided on CD-ROM

Task 8: (1) original copy and (1) electronic file provided on CD-ROM

Task 9: (1) original copy and (1) electronic file provided on CD-ROM

As needed and requested by County: (1) electronic file provided via email

OPTIONAL SERVICES

Services that can be provided on a time-expended basis:

- ▣ Acoustical Engineering
- ▣ Audio Visual Design
- ▣ Arborist or Archeological Specialist
- ▣ Offsite improvements design and documentation
- ▣ Design, Specification and permitting of non-code required signage.
- ▣ Color Renderings/Perspectives and 3D modeling, beyond design review exhibits.
- ▣ Exhibits, submittals, processing and representation related to Community Group meetings and public hearings beyond Design Review.
- ▣ Design, layout and specification of Systems Furniture and Freestanding Furniture.
- ▣ Additional Consultant or Inspection Agency selection assistance and coordination services
- ▣ LEED Documentation and Certification processing
- ▣ Attend post bid evaluation meeting to discuss alternative work items and assist the County with review of contractor bids.
- ▣ Construction Testing and Special Inspection
- ▣ Review of Contractor created and provided close out documents (Operation & maintenance manuals, warranties and record drawings).
- ▣ Drawings produced in formats other than Consultants CADD format and layering standards.

**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; provided, however, upon written request of the Consultant and with written approval of the Placer County Director of Facility Services, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate. However, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed One Hundred Eighty Thousand Two Hundred and no/100 Dollars (\$180,200.00)

<u>TASK:</u>	<u>COST</u>
Task One	
Programming & Topo Survey.....	\$11,800.00
Task Two	
Schematic Design.....	\$21,800.00
Task Three	
Design Review.....	\$5,500.00
Task Four.	
Design Development	\$27,500.00
Task Five	
Construction Documents	\$62,200.00
Task Six	
Bidding	\$2,700.00
Task Seven	
Construction Administration.....	\$26,600.00
Task Eight	
Record Drawings.....	\$10,100.00
Task Nine	
BOMA Calculations.....	\$2,000.00
Additional Services	\$10,000.00
Total Basic Fee:	\$180,200.00

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 \$10,000.00 based on the following fee schedule:

BILLING SCHEDULE/HOURLY RATES

Where the fee arrangement is to be on a time expended basis, the rates shall be those that prevail at the time services are rendered. Rates as of the date of this agreement are:

PRINCIPAL	\$ 238.00
DIRECTOR	\$ 219.00
Sr. PROJECT ARCHITECT	\$ 205.00
PROJECT ARCHITECT	\$ 189.00
PROJECT MANAGER	\$ 174.00
Sr. INTERIOR DESIGNER	\$ 156.00
JOB CAPTAIN	\$ 139.00
PROJECT TECHNICIAN I	\$ 121.00
PROJECT TECHNICIAN II	\$ 104.00
PROJECTTECHNICIAN III	\$ 87.00
PROJECT TECHNICIAN IV	\$ 69.00

Services in connection as a witness for expert testimony shall be \$365.00 per hour

REIMBURSABLE EXPENSES

Reimbursable Expenses are included in the Compensation for Basic and Additional Services as herein listed and include normal expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs.

Additional Expenses beyond Basic Architectural Services when requested by the County shall be charged as follows:

Transportation in connection with the project, living expenses in connection with out of town travel, and long-distance communication shall be charged at Architect's cost plus 15%. Automobile mileage shall be charged at no more than maximum allowed by IRS rate per mile.

Blueprint reproductions will be charged at cost plus 15%. Photocopies shall be charged at \$.10 per 8 1/2" x 11" copy. Faxes will be billed at \$1.00 a sheet. Expense of photographic production techniques, when used in connection with Additional Services, shall be charged at cost plus 15%.

If authorized in advance by the County, expense of overtime work shall require higher than regular rates.

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 Manger.
2. Existing AutoCAD files of the Finance Administration Building
3. Boundary and Utility maps of the project site as available.
4. Geotechnical Report
5. Typical Construction Contract, General Conditions and CSI Division 1 documents.
6. 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 in 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 certifies 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 a Certificate of Insurance with a Best's Rating of no less than A:VII showing the following coverage:
 - 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) Each Workers' Compensation policy or certificate 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."
 - 3) 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, except professional services, 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, its officers, agents, employees and volunteers, are to be covered as insureds 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 with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County 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 County."

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, if any, 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 (\$1,000,000.00).
- 2) The insurance coverage provided by the consultant shall be kept current by consultant at least 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.

5. Indemnity. Consultant hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, liabilities or damages, claims and liens, 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 the County, 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 to the extent the above are caused by consultant's negligent performance, recklessness, or willful misconduct. The claims covered by this Paragraph 5 include, without limitation, any claims brought by private person(s) and/or governmental agency(ies) relating in any way to alleged California Labor Code violations or alleged violation of prevailing wage laws, and/or any other employment-related laws. Consultant's obligation shall include the duty to defend County as set forth in California Civil Code Section 2782.8. This section shall not be waived or modified by contractual agreement, act or omission of the parties. 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 the County from liability for damages or injuries to third persons or property arising from Consultant's negligence, recklessness, or willful misconduct pursuant to this agreement. As used above, the term "County" means the Placer County, or 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 Exhibit A, Scope of Services.

8. **Personnel.**

- A. Consultant certifies 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 work products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a professional 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. The County shall determine the final archive nature of the work product and compensate the Consultant accordingly. In the event County shall terminate this Agreement:

- 1) Consultant shall deliver copies of all status work products prepared by it pursuant to this Agreement.
- 2) Consultant shall provide County with full license and control of all such work products for the maintenance, management and modification of subject project pursuant to this Agreement, as identified in Article 13.
- 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 upon thirty (30) working days advance written notice to the County.

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. **Licensed Use of Information**. All professional and technical information developed under this Agreement and all final worksheets, reports, and related data shall be licensed to and controlled by County for use in the maintenance, management and modification of subject project. Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County understands that the Consultant's deliverables are instruments of professional service and are not complete without the Consultant's direct interpretation. 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, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction. 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
CONFIDENTIAL**

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

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

Contract Description: Clerk Recorder Elections Addition – Finance Administration Building -
Placer County Government Center

CONSULTANT: Williams + Paddon, Architects + Planners, Inc.

FEDERAL TAX ID # on file