

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

To: **BOARD OF SUPERVISORS**

Date: **APRIL 12, 2011**

From: **JAMES DURFEE / JOEL SWIFT** 

Subject: **ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT FOR THE  
TAHOE CUSTOMS HOUSE TENANT IMPROVEMENTS, PROJECT NO. 9413**

**ACTION REQUESTED / RECOMMENDATION:** Approve the attached Consultant Services Agreement with Williams + Paddon, Architects + Planners, Inc. (W+P) to provide professional architectural and engineering services for the Tahoe Customs House Tenant Improvements, Project No. 9413, located at 775 North Lake Boulevard in Tahoe City and authorize the Chairman to execute the attached Agreement, in an amount not-to-exceed \$88,250.

**BACKGROUND:** On April 6, 2010, your Board adopted a resolution delegating authority to the Director of Facility Services to execute all documents and take all actions necessary to complete the Property Acquisition of 775 North Lake Boulevard, Tahoe City, also known as the Customs House. Escrow closed and the grant deed was recorded on July 30, 2010.

On October 18, 2010, the Placer County Assessor's Office moved out of their lease space on West Lake Boulevard and into their upstairs suite at Customs House. County staff has now completed the space programming and schematic design required to accommodate the Community Development Resource Agency (CDRA) and the Environmental Health Division of Health and Human Services (HHS) in the remaining available portions of the building. Occupancy is scheduled for the first quarter of 2012 to allow staff to prepare for spring building permit applications and allow adequate time for CDRA to vacate their west shore lease space.

In order to meet the aggressive project schedule, it is recommended that the County contract with W+P for professional architectural and engineering services to develop and complete the construction documents required to construct this project, utilizing Job Order Contracting (JOC). W+P is on a pre-qualified list for professional architectural and engineering services and has demonstrated their experience and success with the design of the Community Development Resource Center in Auburn, completed in July 2006.

In order to proceed with the Tahoe Customs House Tenant Improvement Project, it is recommended that your Board approve the attached Agreement with W+P, in an amount not-to-exceed \$88,250.

**ENVIRONMENTAL CLEARANCE:** This project is exempt from the California Environmental Quality Act pursuant to Section 15301, Class 1 – that provides for operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses.

**FISCAL IMPACT:** The estimated total project cost is \$1.3 million, including \$800,000 for construction and \$500,000 for design, project management, fees, force account and contingencies. The consultant services fee for architectural and engineering services is \$88,250. There are sufficient funds appropriated in the Capital Projects Fund project account for these services. Staff will return to your Board for approval of the Job Order and any required Budget Revisions.

ATTACHMENT: AGREEMENT

JD:JS:RU:DH:SH

CC: COUNTY EXECUTIVE OFFICE

T:\FAC\BSMEMO 2011\9413 TAHOE CUSTOMS HOUSE TI\_W+P\_1.DOC

163

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

**Administering Agency: County of Placer/Facilities Services/Capital Improvements**

**Contract Description: Tahoe Customs House Tenant Improvements, Project No. 9413**

### **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made at Auburn, California, as of \_\_\_\_\_, by and between the County of Placer, a political subdivision of the State of California ("County"), and 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 **Eighty Eight Thousand Two Hundred and Fifty Dollars (\$88,250.00)** without the prior written approval of County.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall furnish Consultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence, and, subject to County's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

COUNTY: Placer County Department of 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, CA 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, CA 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  
Chairman

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

By: \_\_\_\_\_  
Gregory M. Tonello, AIA  
CEO

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

Approved as to Form

Approved as to Funds

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

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

165

## EXHIBIT A

### SCOPE OF SERVICES

The scope of services shall consist of the following;

#### PROJECT DESCRIPTION

County will be relocating CDRA divisions of Planning, Building and Engineering and Surveying and the HHS Division of Environmental Health from their current location at 565 West Lake Blvd, Tahoe City to a County owned building located at 775 North Lake Blvd, Tahoe City, known as the Tahoe Customs House. The Office of the Assessor and two private commercial users are currently tenants in the building. The Office of the Assessor will remain as will the one upstairs tenant (Odette Mortgage Group).

Construction activities for the Tenant Improvements Project (the Project) is anticipated to consist of selective demolition and construction of interior improvements to remodel and/or relocate existing functions, including upgrades required by building code and interior accessibility requirements. Existing Second Floor improvements will remain "as is" and, as such, work in this scope will be limited to the First Floor and associated mechanical and electrical equipment.

The Project construction delivery method will be via the County's Job Order Contract (JOC) standards consisting of three parts, the General Conditions (County's normal front end documents), the Construction Task Catalog (CTC), the pricing catalog for every construction tasks and the Specifications that go along with each construction task. The Contractor and Sub-Contractors will adhere to the JOC contract, provided the individual task item is in the task catalog and a part of the specifications that is part of County's JOC contract.

#### SCOPE of SERVICES

It is anticipated that the design and demolition and construction of the Project will be based on County provided Space Plan *Scheme E* and excludes improvements to specific First Floor spaces (Electrical Room, Fire/Janitorial Room, Elevator, Elevator Equipment Room, Stairs and Storage Closets) and the Second Floor.

The basic Scope of Services proposed for the Project includes those described in Phases 4 thru 7 below and includes the following consultant's services:

- Structural Engineering  
*Limited to structure for accordion folding partition support*
- Mechanical Engineering  
*It is unknown at this time whether the existing mechanical system is compliant with current energy codes or is of sufficient capacity to be utilized for the proposed improvements. For purposes of this scope it is assumed that existing mechanical system will be re-used and A/C capability will be added to First Floor Suites. Should it be determined that modifications/replacement of the existing mechanical system is required services in connection with engineering, design and specification of new systems will be provided as an Additional Service.*
- Electrical Engineering  
*It is unknown at this time whether the existing mechanical system is compliant with current energy codes or is of sufficient capacity to be utilized for the proposed improvements. For purposes of this scope it is assumed that existing mechanical system will be re-used and A/C capability will be added to First Floor Suites. Should it be determined that modifications/replacement of the existing mechanical system is required services in connection with engineering, design and specification of associated electrical improvements for new systems will be provided as an Additional Service.*

**Phase One – Site Selection -Not Used**

**Phase Two – Programming - Not Used**

**Phase Three – Schematic Design - Not Used**

## Phase Four - Design Development

### **4.1 Design Development and Interior Design**

Architectural design and consultant engineering services consisting of continued development and expansion of the approved Space Plan to finalize relationships, forms, size and appearance of the project. Preliminary selection of interior building finishes colors and construction materials. Meet with representatives of County to review Design Development Plans and discuss alternatives and qualities of each and determine preferred alternate and secure approvals to proceed.

### **4.2 Project Schedule**

Develop a mutually agreed upon project development schedule including timeline, major activities of representatives of County, input and review periods, critical decision deadlines and schedule of deliverables.

Deliverables: Project Schedule

### **4.3 Organize Existing Documentation**

Organize existing documentation and analyze data that generates parameters and information for continuation of Design.

Deliverables: N/A

### **4.4 Project Introduction Meeting /Site Conditions Verification**

Facilitate a Project Introduction Meeting with representatives of County to:

- Delineate the strategy and sequence of events for the processes to be undertaken by this group.
- Present an overall Project Schedule outlining major milestones, stakeholder activities, input and review periods, and critical decision deadlines.
- Discuss known difficulties to be overcome, ie: sensitive issues.
- Discuss thoughts relating to objectives, criteria and concepts of the project, ie: image, working environment, staff and visitor amenities, change and growth, and energy and sustainability goals.
- Identify other functions or entities that will require space in the facility and to verify Programmed space allocation and functional needs

Visit Project Site to field verify existing conditions and general accuracy of existing site and building documentation provided by the County

Meetings: One meeting at County Offices (565 West Lake Blvd, Tahoe City)  
Site Visits for Field Verification - Up to two(2)

Deliverables: Meeting Minutes and Project Contacts Directory

### **4.5 Program Document and Space Plan**

The County will provide general program of requirements of operational needs for functions included in area of proposed Tenant Improvements including:

- Overall objectives, criteria and concepts of the project, ie: image, working environment, student, staff and visitor amenities, sustainability, change and growth and strategies for phased construction and occupancy.
- Specific User/Space Plan criteria, Layouts and Assignments for:
  - Workstation/Private Office
  - Storage Space
  - Public, Conference, Common and Support Areas
- Specific Area/Room Improvement Requirements, Equipment and Device locations
  - Power, lighting and communication
  - Space Conditioning
  - Audio/Visual/Communication
  - Acoustics
  - Maintenance
- Furniture Plan criteria, Layouts and Assignments (freestanding and modular).

### **4.6 Interior Design**

Consultant will provide Interior Design Services including:

- Review of County provided Interior Design Standards (County/Building), specifications and make recommendations to County as to applicability and appropriateness to Project criteria.

- Design built-in casework including selection of color pallets and materials.
- Select and specify general office and accent light fixtures.
- As an Additional Service, when requested by the County, recommend updates to County provided Interior Design Standards.

**4.7 Energy Incentives**

Contact serving Utilities to ascertain availability and requirements of incentive programs for energy savings that may be considered for inclusion in project.

Meetings: N/A

Deliverables: Listing of Utility Incentives Programs (if available)

**4.8 Existing Site and Building Accessibility Study – Accessibility Study and Facility Accessibility Inspection Services will be provided as an Additional Service when requested and authorized by the County under separate agreement. Facility Accessibility Inspection will be prepared by in-house Certified Accessibility Inspector (CASp).**

**4.9 Estimates of Probable Cost (Design Development Phase)**

Services in connection with assisting General Contractor with their responsibility of preparing/updating Estimate of Probable Construction Cost (JOC method) and advising County as to recommendations for adjustments to budget and/or project scope will be provided as an Additional Service when requested and authorized by the County.

**4.10 Agency Meetings**

At stage appropriate to the progress of the work, Consultant will meet/coordinate with representatives of the County, Building Official and Local Fire Jurisdiction to review and discuss Design Development documentation.

Meetings: One meeting with all agencies at County Offices (565 West Lake Blvd, Tahoe City)

**4.11 Progress Meetings**

At stage appropriate to the progress of the work, Consultant will meet/coordinate with representatives of the County to review and discuss Design Development documentation determine preferred alternates and secure approval to proceed.

- Agenda and minutes for meetings to be provided by the County.

Meetings: Up to two milestone meetings at County Offices (Auburn)

Weekly teleconference meetings with County to report the progress of the project.

Deliverables: N/A

**Design Development Deliverables:**

- Reference Site plan
- Existing Plan
- Demolition Floor Plans
- Demolition Reflected Ceiling Plan
- Floor Plans
- Roof Plans
- Interior Elevations
- Casework Plans and Elevations
- Reflected Ceiling Plans
- Interior Finish Materials & Color Plans

**Phase Five - Construction Documents**

**5.1 Construction Documents**

Architectural and consultant engineering services consisting of preparation of construction drawings and specifications based on approved design development documents, and contractor's estimates of probable construction cost setting forth in detail the architectural construction requirements for the project. Meet with representatives of the County and the General Contractor to review Construction Documents and discuss alternatives and qualities of each and determine preferred alternate and secure approvals to proceed.

Meetings: Up to two milestone meetings at County Offices (Auburn)  
Weekly teleconference meetings with County to report the progress of the project.  
Deliverables: Construction Documents and Specifications.

**5.2 Estimates of Probable Cost (Construction Documents Phase)**

*Services in connection with assisting General Contractor with their responsibility of preparing/updating Estimate of Probable Construction Cost (JOC method) and advising County as to recommendations for adjustments to budget and/or project scope will be provided as an Additional Service when requested and authorized by the County.*

**5.3 Progress Meetings**

At stage appropriate to the progress of the work, Consultant will meet/coordinate with representatives of the County and General Contractor to review and discuss Construction Documents to determine preferred alternates and secure approval to proceed.

- Facilitate weekly meetings to report the progress of the project.
- Agenda and minutes for meetings to be provided by the County.

Meetings: Up to two milestone meetings at County Offices (Auburn)  
Weekly teleconference meetings with County to report the progress of the project.

Deliverables: N/A

**5.4 Permit Application**

County will be responsible for processing applications for Building Permit including submittal and routing of permit application and documents to agencies having jurisdiction.

**Phase Six - Bidding / Negotiations**

**6.1 Bid (JOC Proposal) Package**

Bid package materials formatted in Job Order Contract (JOC) format.

Deliverables: One copy of Bid Documents and addenda with reproducibles to be provided to County's preferred reproduction company.

**6.2 Pre-Bid (JOC Proposal) Meeting**

Attend Pre-Bid Walkthru with representatives of County and General Contractor

Meetings: One meeting at Project Site

**6.3 Bid (JOC Proposal) Process Administration**

The County will facilitate bid process including distribution and tracking of bid documents. Consultant will provide clarifications and addenda as necessary and assist in review and evaluation of Proposals.

Meetings: N/A

Deliverables: Written review of JOC Proposal

**Phase Seven - Construction Administration**

**7.1 Construction Administration**

Processing of submittals, including receipt, reviews, and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to appropriate consultants and maintenance of a master file log of submittals.

**7.2 Contractors Request for Information (RFI)**

Evaluation, processing and response to of contractor's requests for information.

**7.3 Contractors Applications for Payment**

Evaluation and processing of contractor's monthly applications for payments.

**7.4 Field Observations / Construction Meetings**

7.4.1 Attend at construction meetings with the General Contractor and representatives of County.

7.4.2 Visit the site at intervals appropriate to the stage of construction (anticipated to be in conjunction with construction meetings) 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, and preparing related reports and communications.

7.4.3 Conduct site visit to review Contractors punchlist and subsequent backchecks of punchlist completion. Initiated upon notice from the General Contractor that the work, or a designated portion thereof which is acceptable to County representative, is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended.

**Field Observations / Construction Meetings**

- Site Visits for Field Observation or Construction Meeting - Up to 6
- Punchlist and Follow-ups – Up to 2

**7.5 Record Drawings Preparation**

Prepare Record Drawings based on As Built documentation provided by the Contractor. Services will be provided on a time expended basis.

All "Deliverable" submissions to County will be in designated quantity hard copy plus electronic files CD. Unless otherwise indicated, one hardcopy plus one electronic copy (PDF, Word, Excel or AutoCAD release 2006 format as requested by County) provided on CD-ROM.

Electronic Auto CAD files for contractors use shall be provided at a cost of \$300.00 per file and requires contractor to sign a waiver form provided by Consultant prior to the release of files.

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.

Consultant agrees to complete all work in a timely manner.

**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 **Eighty Eight Thousand Two Hundred and Fifty Dollars (\$88,250.00)**

TASK:	COST
1. Description: Phase 4 – Design Development	\$ 14,930.00
2. Description: Phase 5 – Construction Documents	\$ 30,805.00
3. Description: Phase 6 – Bidding and Negotiations	\$ 6,583.00
4. Description: Phase 7 – Construction Administration	\$ 17,232.00
5. Description: Phase 7 – Record Drawings	\$ 4,400.00
6. Description: Additional Services	\$ 14,300.00
<hr style="border-top: 1px dashed black;"/>	
Total Basic Fee:	\$ 88,250.00

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 \$14,300.

EXHIBIT B-1

2011 FEE SCHEDULE

Personnel

*Where the fee arrangement is to be on an hourly basis, the rates shall be as follows;*

Principal	\$ 235.00
Associate Principal	\$ 180.00
Certified Access Specialist (CASp)	\$ 185.00
Sr. Project Architect	\$ 160.00
Project Architect	\$ 140.00
Project Manager	\$ 125.00
Interior Designer	\$ 105.00
Project Technical I	\$ 105.00
Project Technical II	\$ 90.00
Project Technical III	\$ 70.00

## EXHIBIT C

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

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

1. Appoint a staff member to act as Project Manager.
2. Programming information gathered from each Department including but not limited to Organizational charts, current and future staffing levels, space and furniture standards.
3. Plans of existing site and building obtained from the previous property owner.
4. Hazardous Material documentation (if available).
5. Title Report, boundary, topographic and utility survey (if requested by consultant).
6. Geotechnical Report (if requested by Consultant).
7. Space plan for proposed tenant area (Scheme E) One Hard copy and one electronic copy in AutoCAD format.
8. Furniture and equipment data as necessary.
9. Consultant shall have access to the site and building and all spaces or rooms requiring surveys during normal business hours. If necessary, the County will notify tenants that a survey team will be on-site and reviewing the facility on the scheduled dates.
10. 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. **Hold Harmless and Indemnification Agreement.**

The CONSULTANT hereby agrees to protect, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liabilities and 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 PLACER 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 that the above are caused by negligent performance, recklessness, 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, 2782.5, and 2782.8. 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 negligence, recklessness, or willful misconduct pursuant to this contract or agreement.

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

5. **Insurance:**

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

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

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

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

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

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

**General Liability Insurance:**

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

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

E. Special Claims Made Policy Form Provisions:

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

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to 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.

**Endorsements:**

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

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

**Automobile Liability Insurance:**

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

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

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

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

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

The insurance coverage provided by the consultant shall contain language providing coverage up to 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.

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 upon 7 days written notice to Consultant. In the event County shall give notice of termination, Consultant shall cease rendering service within 7 days of receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

- 1) Consultant shall deliver copies of all final 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. 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/Facilities Services/Capital Improvements  
Contract Description: Tahoe Customs House Tenant Improvements, Project No. 9413  
CONSULTANT: Williams + Paddon, Architects + Planners, Inc.  
FEDERAL TAX ID # On File