



RESOLUTION No. 24-032

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A CONTRACT BETWEEN THE COUNTY OF NEVADA AND LDA PARTNERS, INC, FOR ARCHITECTURAL DESIGN SERVICES FOR THE NEVADA COUNTY ANIMAL SHELTER PROJECT WITH A MAXIMUM CONTRACT PRICE OF \$1,850,000, WITH A CONTINGENCY OF \$185,000, FOR A TOTAL OF \$2,035,000 AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT AND AMEND THE FISCAL YEAR 2023/24 CAPITAL FACILITIES BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the Purchasing Agent issued a Request for Proposal (RFP) for Architectural Design Services for the Nevada County Animal Shelter; and

WHEREAS, five proposals were received, and an evaluation committee was formed to review the proposals; and

WHEREAS, LDA Partners, Inc., of Stockton, California, was selected as the most qualified applicant based on experience with similar type and size of projects such as the Animal Shelter; and

WHEREAS, the contract will be in the amount of \$1,850,000 and includes a contingency of \$185,000 for a total contract not to exceed of \$2,035,000; and

WHEREAS, funding for this project will be paid out of the Fiscal Year 2023/24 Capital Facilities budget released from the Capital Facilities Assignment of the General Fund.

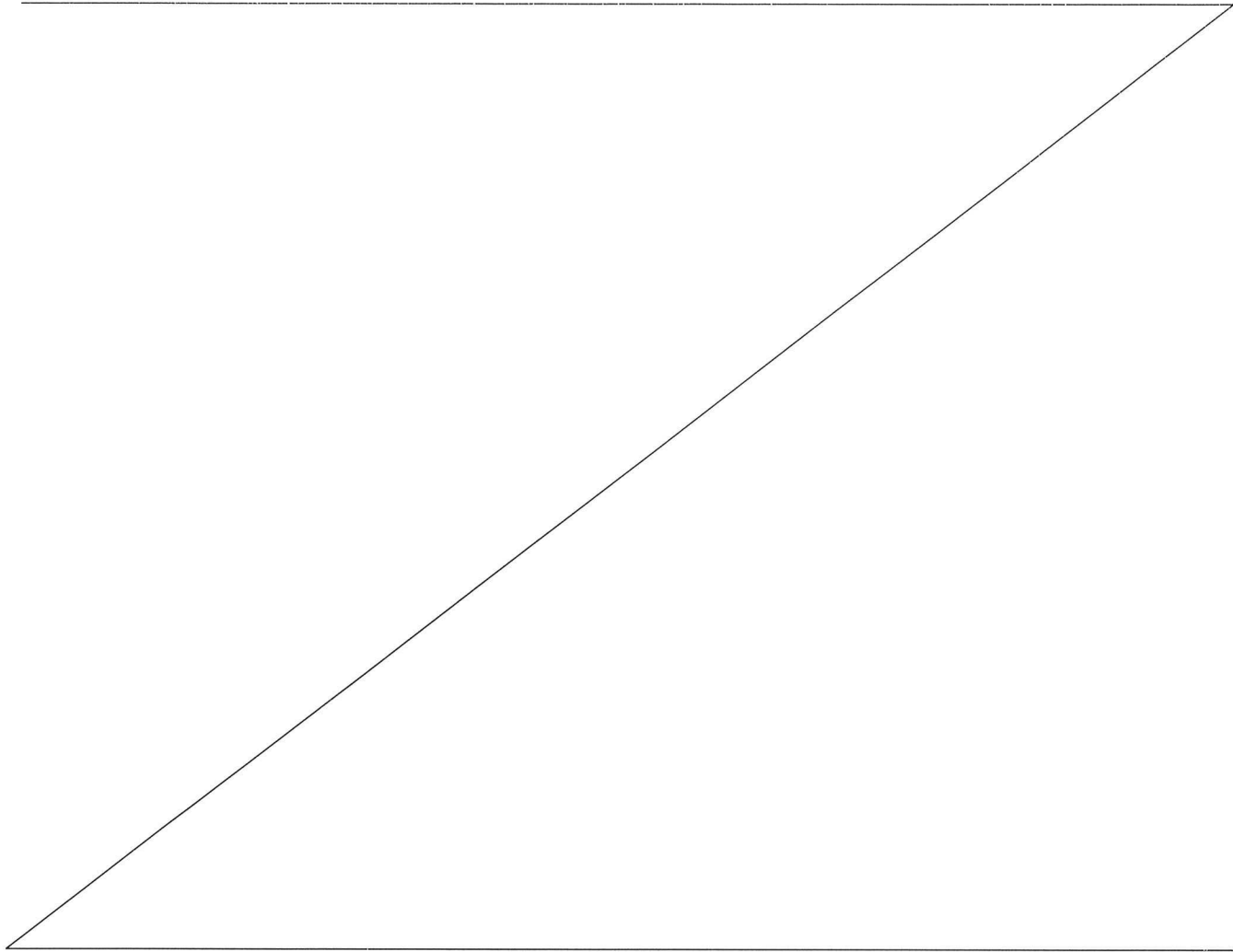
NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors, County of Nevada, State of California hereby directs that:

1. The Board approves in substantially the form attached and the Board Chair is authorized to execute a contract for Professional Architectural Design Services awarded to LDA Partners, Inc., of Stockton, California, for the Nevada County Animal Shelter located at County owned property on La Barr Meadows Rd., Grass Valley, California, in the amount of \$2,035,000 for the period of January 9, 2024 through June 30, 2026.
2. The Auditor-Controller is directed to release \$2,035,000 from the Capital Facilities assignment of the General Fund and amend the Fiscal Year 2023/24 Capital Facilities budget as follows.

Increase:

0101-10801-416-1000 540200

\$2,035,000



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of January, 2024, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JEFFERY THORSBY
Clerk of the Board of Supervisors

By: 


Hardy Bullock, Chair

Administering Agency: Nevada County Facilities Management Department

Contract No. RES 24-032

Contract Description: **Animal Shelter Construction Design and Engineering Services**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of January 9, 2024 by and between the County of Nevada, ("County"), and LDA Partners, Inc. ("Consultant" or "LDA") (together, "Parties", individually "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Consultant for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Contract. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. **The amount of the contract shall be \$1,850,000 with a contingency of \$185,000 for a total contract not to exceed Two Million Thirty-Five Thousand Dollars (\$2,035,000).**
3. **Term** This Contract shall commence on January 9, 2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2026.
4. **Facilities, Equipment and Other Materials** 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 Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Consultant shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Consultant be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Consultant**

In providing services herein, Consultant, and the agents and employees thereof, shall work in an independent capacity and as an independent consultant and not as agents or employees of County. Consultant acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Consultant shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Consultant shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Consultant shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent consultant relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such determination. Consultant shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Consultant shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Contract. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Consultant shall indemnify, defend, and hold harmless County for all payments on behalf of Consultant or its employees, agents, or subcontractor, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Consultant and may not be transferred, subcontracted, or assigned without the prior written consent of County. Consultant shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Consultant shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions **and information technology security provisions** set forth herein, to the extent such insurance provisions are required of Consultant under this Contract. Failure of Consultant to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law

or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) arising out of or in connection with the Contract. The Indemnifying Party agrees to pay its share of the defense costs incurred by the Indemnified Party proportionate to Indemnified Party's percentage of fault. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Consultant shall perform all services required pursuant to this Contract 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 Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
14. **Consultant without additional compensation** Consultant's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Consultant personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.
15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Consultant shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

- Consultant and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Consultant to provide County contracted services directly to the public, Consultant shall certify that said direct services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Consultant shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, Consultant shall be screened at www.sam.gov. to ensure Consultant, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
21. **Financial, Statistical and Contract-Related Records:**
- 21.1. **Books and Records** Consultant shall maintain statistical records and submit reports as required by County. Consultant shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 21.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Consultant shall make all of its books and records,

including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

- 21.3. **Audit** Consultant shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Consultant who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Consultant's premises or, at County's option, Consultant shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Consultant shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

22. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Consultant fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Consultant**.
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Consultant, Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Consultant shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Consultant has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Consultant, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Contract. 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 Contract.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Contract 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 Contract 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 Contract. In this regard, Consultant shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

23. **Intellectual Property** Consultant will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Consultant's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Consultant unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Consultant shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Consultant during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **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 Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
25. **Conflict of Interest** Consultant certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Consultant agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
26. **Entirety of Contract** This Contract contains the entire Contract of County and Consultant with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.
28. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** Consultant and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the services or type of services to be provided by this Contract.
30. **Subrecipient** This contract shall not shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform

Guidance”). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

31. **Additional Consultant Responsibilities**

- A. To the extent Consultant is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Consultant shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
- B. Consultant will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Consultant agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Consultant shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

32. **Information Technology Security Requirements** This contract shall not shall be subject to Exhibit F, “Information Technology Security,” which is attached and incorporated by this reference. Consultant’s failure to comply with the requirements in Exhibit F is a material breach of this Agreement.

33. **Confidentiality** Consultant, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Consultant to be confidential.

Consultant agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Consultant agrees to protect the confidentiality of any confidential information with which Consultant may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver’s license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Consultant shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

34. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:

Nevada County
Facilities Management Department
Address: 10014 North Bloomfield
City, St, Zip Nevada City, CA 95959
Attn: Justin Drinkwater- Director
Email: justin.drinkwater@nevadacountyca.gov
Phone: 530-470-2637

CONSULTANT:

Name of firm
LDA Partners, Inc.
Address 222 Central Court
City, St, Zip Stockton, CA 95204
Attn: Eric Whole, A.I.A.
Email: ewohle@ldapartners.com
Phone: 209-943-0405

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

Authority: All individuals executing this Contract on behalf of Consultant represent and warrant that they are authorized to execute and deliver this Contract on behalf of Consultant.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA: USA Date: 02/09/2024
By: _____

Printed Name/Title: Honorable Hardy Bullock, Chair, of the Board of Supervisors

By: He ll 03/05/2024

Attest: Clerk of the Board of Supervisors, or designee

Approved as to Form – County Counsel:

By: Kit Elliott Date: 03/05/2024
Kit Elliott (Mar 5, 2024 12:56 PST)

CONSULTANT: LDA Partners, Inc.

By: Eric Wohle Date: 01/29/2024
Eric Wohle (Jan 29, 2024 13:40 PST)

Name: Eric Wohle

* Title: President

By: Carolyn Natividad Date: 01/29/2024

Name: Carolyn Natividad

* Title: Secretary

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

Exhibits

- A. [Schedule of Services](#)
 - B. [Schedule of Charges and Payments](#)
 - C. [Insurance Requirements](#)
- Summary [Page](#)

EXHIBIT A

SCHEDULE OF SERVICES

The Consultant shall provide all construction plan design drawings and specifications needed to obtain a building permit for a new Animal Shelter.

The Project will be a highly functional, flexible, energy efficient and resource conscious animal shelter facility. The Project will consist of multiple cage and kennel animal holding and animal housing rooms with all required supporting functions and services. The Project will also include all necessary ancillary features, storage, infrastructure and site improvements to provide for administration, incoming animals, strays, owner surrenders, examination, holding, adoption, veterinary medical treatment, food preparation, laundry, vehicle sallyport and other areas necessary to provide a completely functional facility. The Consultant will also be required to revisit the predeveloped design (conceptual) to provide all plans and specifications necessary for building, grading and CEQA permits. The County will pay the cost for the permits.

1.0 Project Details

Construction Cost = Est. \$12-15 million. No LEED requirement, Project to meet Cal Green mandatory measures. The project is intended as a single-story building on approximately 1.5-2 acres adjacent to the existing Nevada County Operations Center on La Barr Meadows Road, outside of Grass Valley, CA. The total interior building square footage is assumed to be approx. 12,000-15,000 square feet (sf), along with associated covered areas.

2.0 Project Scope:

- I. Program Confirmation / Schematic Design
- II. Design Development, Construction Documents
 - IIA. Construction Administration

3.0 Scope of Work

Program Confirmation, Schematic Design, Design Development, Construction Documents, Bid and Award, Construction Administration, Closeout, Cost Estimates, Services provided would include complete design services including: civil, landscaping, architectural, animal sheltering, structural, mechanical, plumbing, electrical, and cost estimating, in accordance with Exhibit A.

3.1 The Consultant shall deliver the following services:

- 1) Contractor project management, include time for the following:
 - Correspondence
 - Conference Calls
 - Project Meetings- monthly meeting, on site with Architect or Engineer and County during construction to clarify or modify Architectural or Engineering plans if needed. Any additional meetings with Architect or Engineers for changes to the plans requested by the County will be charged at the hourly rates below.
- 2) Architect to provide the following services:
 - Verify the conceptual design provided by the County will meet building and CA Title 24 codes.
 - Provide complete Construction Drawings and Specifications

- Show symbols on plans for electrical outlets and switches, lighting, exit lights, plumbing fixtures, access control system card readers, data jacks, powered door openers
 - Include notes for County standard equipment: door locks, card access system, paint, flooring, data equipment. County will provide details for standard equipment
 - Provide a digital copy of AutoCAD file at completion
 - Architect design team will provide Quality Control checks to the plans looking for errors, irrelevant information from other projects, and compatibility between Architects and Engineers floor plans and details verifying Engineers have the most up to date versions of layouts. Verify Engineer consultant's layout and symbol locations are the same as Architects floor plan.
 - Include Engineering Consultant Coordination of design
 - Include a data system server room with a server rack, and wall space for access control panel, security alarm panel, fire alarm panel, etc.
 - Incorporate CEQA requirements into plans
 - Respond to RFI's from contractors during bidding and construction
 - Submittal review and approvals from contractors and suppliers during construction. Contractors will be required to cover Architects and Engineers hourly fee if any contractors request to substitute any specified materials or equipment.
 - Refer to deliverable list
- 3) Engineering consultants: Engineers will provide complete plans for the construction of the new Animal Shelter including but not limited to: Title 24 requirements, incorporate GeoTech/Soils specifications into the Civil plans,
- Survey- Professional surveyor.
 - Civil Engineering- Grading plan to include existing and finish grade survey elevations, 1-1/2 : 1 cut slopes and 2 : 1 max fill slopes, 1.5' wide berm at top of fill slopes, brow ditch at top of cut slopes, drainage plan, underground utilities plotted from Electrical and Plumbing engineering, cross sections showing existing and finish cuts and fills. Incorporate Geotech requirements into the Civil plans.
 - Structural engineering
 - Landscape Architect
 - Electrical Engineering, include Kohler generator to serve entire facility, Include HVAC equipment Mfg. "Carrier" variable speed if available.
 - Mechanical Engineering – include cooling plan for server closet
 - Plumbing Engineering
 - Fire sprinkler system engineering (performance specification)-
 - Solar Photovoltaic system engineering – refer to additional services listings regarding photovoltaic system).
 - Camera system design – Mfg.- TBD designed to hold 365 days of video data.
 - Access Control system design – Mfg.- Avigilon to tie into existing County system.
 - Respond to RFI's from contractors during construction
 - Submittal review and approvals
- 4) Consultant will assist County with obtaining a building permit.
- Prepare Permit application and Accessibility worksheet
 - Obtain plan check and permit fee amount and request payment by County
 - Submit plans to building department
 - Obtain plan check comments
 - Address comments and resubmit to Building Department for permit issuance

- 5) Provide a professional cost estimate with a breakdown of components for the construction of the new Facility including all construction aspects including but not limited to: grading, demolition, phasing, CEQA requirements and through to finish.

3.2 **Deliverables:** Consultant will prepare complete Construction Documents consisting of at a minimum the following deliverables:

- Provide a "Schedule of Values" at start of job detailing billing milestones including percentage of completion
- Provide a timeline, showing an estimated sequence of completion by calendar date, corresponding to the milestones in the schedule of values, beginning from the Notice to Proceed issued by the County.
- Progress Payment Invoices
- 4 sets of Completed plans, 30" x 42" with all Building Department approval stamps including but not limited to:
 - Cover Sheet
 - General Note Sheet
 - Green Building Code Requirements
 - Sheet Specifications
 - Code Analysis and Egress Plan
 - Site Plan
 - Site Demolition Plan , including phasing
 - Architectural Floor Plan
 - Interior Finish Plan
 - Reflected Ceiling Plan
 - Mounting Heights and Accessories Schedules
 - Building Sections
 - Exterior Elevations
 - Interior Elevations
 - Millwork
 - Miscellaneous Details
 - Civil Engineering plan, CA Title 24 Accessibility parking, Grading plan with survey
 - Electrical Plan – all electric facility with Solar Photovoltaic system on roof – refer to additional services listings regarding photovoltaic system).
 - Structural plan
 - Mechanical plan
 - Fire Sprinkler System Engineering –(Performance Specification)
 - Fire Alarm design
 - Plumbing plan
 - Security alarm design (locations for camera and access points only)
 - Low Voltage plan including Camera plan, Access control plan, data jacks, low voltage wiring, symbols, notes
 - Specification booklet- 4 sets minimum
 - Auto-Cad version of approved plans
 - Professional cost estimate to cover all construction costs

- 3.3 **Reporting Requirements:** Consultant shall comply with the following reporting requirements:
1. Schematic design, Facilities review approx., 30% of plans completed
 2. Design Development, Facilities review, approx. 60% of plans completed
 3. Construction plans, Facilities review, approx. 90% of plans completed
 4. 100% completion submittal for County Facilities review before submitting to Building Dept for plan check.
 5. Monthly – submit summary report and billing using the schedule of values to County Facilities showing percentage of progress attained

4.0 **Project Phases**

4.1 **PHASE 1 - PROGRAMMING CONFIRMATION & SCHEMATIC DESIGN**

4.1.1 **Architectural**

A. **Existing Facility Review**

1. Existing Facility Review to assess the following:
 - Site flow and efficiency
 - Operational review
 - Existing Cage & equipment review
2. Review previous assessments for conformance with current program needs and priorities.
3. Facilitate meetings with County staff as needed to develop basic components and planning of the building program, and site.

B. **Space Planning**

1. Create Conceptual Plan Diagrams for identified building program spaces.
2. Create a conceptual Site Plan(s) to identify potential conflicts and site viability with the following anticipated program areas.
 - Public entry
 - Drop off
 - Potential Clinic Access
 - Back of house
 - Operations Flow
 - Deliveries
 - Disposal
 - Privacy
 - Noise control
 - Public/private circulation
3. Provide space flow and bubble diagrams to examine the layout of the future Animal Shelter, including considerations for the paths of travel for intake, veterinary needs, adoptable animals, staff, and the public.
4. Review site feasibility and phasing study to ensure the needs of the County and the County's operations are met and minimally disrupted.
5. Prepare a conceptual cost estimate.

C. **Site Review, Schematic Design**

1. Confirm site plan and site plan concept options for the space needed to implement the recommended programs. (maximum of 3);
 - A. **Site Concepts.**
 1. Prepare an analysis of the site including opportunities, constraints, and other relevant considerations.

2. Create conceptual site plan with consideration of the following logistical criteria:
 - Potential Phasing options
 - Site flow and efficiency
 - Operational Efficiency
 - Public & Operations Flow
3. Prepare conceptual layout and building floor plan and elevations.
4. Prepare conceptual landscape plan
5. Based on programming site plan and conceptual plans, prepare preliminary cost estimate This will include the cost of the building, site improvements, professional fees, and miscellaneous expenses.

4.1.2 Civil

A. Program Confirmation, Site Review, Schematic Design

1. Prepare topographic survey, locate grade breaks, high points, low points, surface-visible improvements, and surface-visible utility features, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainage, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.
 - a. Research record boundary information, incl. records research of recorded maps and deeds
 - b. Field locate existing monuments (where available) and establish project boundary
 - c. Prepare base drawing for use by project team
2. Based on the approved site plan provided by the client, we will complete the preliminary civil design drawings showing the proposed improvements.
3. Prepare a preliminary design of the project site, based on the provided information, the site constraints, and input provided by the Client.
4. Submit the 30% civil SD documents to the client for inclusion into the overall project plan set. 30% SD civil design submittal will include:
 - Preliminary Topo & Demolition Plan
 - Preliminary Grading & Drainage Plan
 - Preliminary Civil Notes and Details
 - Prepare preliminary Storm Water Quality Control Plan and Calculations

Understandings:

- A. The County will provide the engineer with access.
- B. Areas with obstructions may not be mapped.
- C. The client will provide the engineer with a current preliminary title report for the subject parcel(s) at the beginning of the project.

4.1.3 Mechanical/ Plumbing, Electrical

A. Program Confirmation, Site Review, Schematic Design

1. The scope of basic services shall include heating, ventilating and air conditioning design, and plumbing design, and fire sprinkler system performance criteria.
2. Schematic Phase: Perform HVAC calculations, and determine space requirements for mechanical equipment.
3. Prepare basis of design systems narrative

4.1.4 Structural

A. Program Confirmation, Site Review, Schematic Design

1. Project is assumed to be a single-story building.
2. Building is anticipated to be wood framed with either gang nail type wood trusses, engineered wood system, or steel OWJ wood hybrid panelized framing system. It is anticipated the roof perimeter will have mansard type trusses acting as screening for mechanical wells. Foundations are anticipated to be conventional slab on grade with integral continuous and spread footings.
3. Building is assumed to be Type VB.

4.2 PHASE 2 - DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING, CONSTRUCTION ADMINISTRATION

4.2.1 Architectural

A. Design Development & Construction Documents

1. Incorporate required changes from Schematic Design Review into Design Development Documents
2. Prepare and further develop approved schematic documents into Design Development Documents to greater detail to achieve complete Construction Document package.
3. Based upon an "approved" design, prepare construction documents consisting of the following:
 - Architectural and Construction Documents and Specifications
 - On Site Civil Engineering and Documents and Specifications
 - Landscape Design and Documents and Specifications
 - Structural Engineering and Documents and Specifications
 - Mechanical & Plumbing Engineering Documents and Specifications
 - Electrical Engineering and Documents and Specifications
4. Make Plan Check corrections per Bldg. Dept. comments as required.
5. Prepare a reconciled cost estimate based upon the upon the completion of Design Development and Construction Documents to include costs for construction, soft costs, contingencies, escalation, etc.
6. Presentation of final Construction Documents and Specifications for Bid.
7. Bidding
 - Answer and respond to Contractor questions & RFIs.
 - Provide addenda for bidding clarification

B. Construction Administration Phase

1. Assist the Owner during in their solicitation of contractor bids as necessary to assure accurate interpretation of the drawings.
2. Assist the County in administration of the Bid.
3. Coordinate with County's Project Manager with regard to Construction Administration and support services.
4. Support during the Construction Phase to include:
 - Review/respond to RFI's
 - Submittal review
 - Review Potential Change Orders
 - Issue any RFIs or Construction Bulletins if necessary
 - Punchlist / Project Closeout
 - The contractor will provide the redlined work in progress plans after final inspection to which LDA will input redlines to a coordinated 'Record Document'

set and will provide to the County in both hard copy and AutoCAD format to the County.

4.2.2

Civil

Design Development & Construction Documents

A. Civil Improvement Plans

1. Based on the County's review comments from the 30% SD submittal, Consultant will produce and deliver 60% DD civil improvement design drawings.
2. Submit the 60% DD design documents to the client. 90% DD design submittal will include:
 - Topo & Demolition Plan
 - Horizontal Control Plan
 - Grading & Drainage Plan
 - Utility Plan (water, sewer, storm drain)
 - Signing & Striping Plan
 - Civil Notes and Details Sheet
3. Based on the County's review comments from the 60% DD submittal, Consultant will produce and deliver Final CD civil improvement design drawings.
4. Submit the Final CD design documents to the client. Final CD design submittal will include:
 - Topo & Demolition Plan
 - Horizontal Control Plan
 - Grading & Drainage Plan
 - Utility Plan (water, sewer, storm drain)
 - Civil Notes and Details Sheet
5. Bidding
 - Answer and respond to contractor questions & RFIs.
 - Provide addenda for bidding clarification.

B. Construction Administration Phase

1. Attend pre-construction meeting.
2. Review and respond to contractor inquiries during construction, including Requests for Information (RFI).
3. Review and approve contractor submittals and shop drawings.
4. Attend periodic site meetings during construction with County personnel and contractors, as requested.
5. Prepare record drawings based on marked-up as-built plans provided by the contractor.

4.2.3

Structural

A. Design Development & Construction Documents

1. Provide design calculations and construction documents to obtain building permit, to obtain bids, and for the construction of the structural work.
2. Review and coordinate with building architectural, mechanical, plumbing, electrical design.
3. Anchorage design of mechanical and electrical equipment - anchorage details to be shown on consultant drawings. We will provide equipment anchorage calculations and markups of the consultant's anchorage details.

4. Structural specifications will be CSI 3 part written specifications to be incorporated into the project manual. We will base the specifications on the LDA's format.
5. Provide written response to structural plan check comments.
6. Bidding
 - Answer and respond to Contractor questions & RFIs.
 - Provide addenda for bidding clarification
- B. Construction Administration Phase
 1. Construction support services are limited to the following:
- C. Submittal review:
 - Concrete mix design.
 - Concrete reinforcement submittals.
 - Roof framing submittals (metal plated wood trusses, engineered wood framing, or steel OWJ wood hybrid panelized framing system)
- D. RFI responses
- E. 3 site visits - one prior to placing concrete for footings and one at completion of nailing of roof sheathing, & intermediate.

4.2.4 **Mechanical / Plumbing**

- A. Design Development & Construction Documents
 1. Design Development Phase: Prepare diagrammatic plans and outline specifications including heating, ventilating and air conditioning systems, and building plumbing systems.
 2. Construction Documents Phase: Prepare construction drawings and technical specifications including heating, ventilating and air conditioning systems, and building plumbing systems.
 3. Bidding
 - Answer and respond to contractor questions & RFIs.
 - Provide addenda for bidding clarification.
- B. Construction Administration Phase
 1. Prepare mechanical addenda and clarification documents, interpret mechanical Drawings and Specifications where required to clarify the intent of construction documents.
 2. Review shop drawings and submittal data for general compliance with mechanical contract documents, respond to RFI's, prepare change order documents when required to meet existing Project conditions, and perform site visits during the course of construction.

4.2.5 **Electrical**

- A. Electrical Systems Design and/or Features
 1. Incoming power services.
 2. Site distributed infrastructure.
 3. Power connections to all motors.
 4. Grounding system.
 5. Branch circuiting of all devices, equipment, and appliances.
 6. Interior lighting and lighting control system.
 7. Exterior lighting and controls for parking lot, outdoor activities area, pathways/walkways and landscape areas.
- B. Design Development & Construction Documents

Design Development Phase

1. Attend one meeting with the design team and Owner to obtain further information concerning system requirements for the electrical design.
2. Consult with inspection authorities to determine special code requirements.
3. Interface with other consultants to coordinate design of electrical systems with other building system requirements and/or features.
4. Obtain information from other consultants concerning electrical load requirements for equipment covered under their Divisions.
5. Layout electrical equipment to ensure that space allocated is sufficient.
6. Review lighting design requirements with the Architect and incorporate layout into our drawings.
7. Prepare an outline specification for electrical systems.
8. Preparation of preliminary, in-house calculations to verify Title 24 energy compliance (Title 24 documentation will not be issued as a part of the DD package).
9. Prepare drawings to include the following:
 - Power single line diagram.
 - Site electrical plan
 - Floor plans with lighting and device layouts.

Construction Document Phase

1. Attend one meeting with the design team to obtain final information concerning system requirements for the electrical design.
2. Final interface with other consultants to coordinate connection requirements.
3. Final coordination and verification of incoming service requirements with utility companies.
4. Prepare complete set of construction drawings for electrical systems.
5. Prepare detailed construction specifications for electrical systems outlining materials and installation requirements.
6. Prepare Title 24 energy compliance documentation for lighting system to include the following:
 - Interior calculations and completion of associated forms.
 - Exterior calculations and completion of associated forms.
7. Review documents with inspection authorities as required.
8. Bidding
 - Answer and respond to Contractor questions & RFIs.
 - Provide addenda for bidding clarification.

C. Construction Administration Phase

1. Review shop drawings, submittal data, and record “as-built” drawings.
2. Respond to field RFI’s and prepare clarification instructions as needed.
3. Visit site two times to verify compliance with construction documents, review the final installation and prepare a punch list of all deficient items requiring correction by the contractor.

4.2.6

Landscape

A. Design Development

1. Review the program requirements developed by the Owner and Architect for the development of the Schematic Design Package.
2. Landscape Plan
 - Overall site plan showing the design intent for the hardscape areas, site furnishing, and landscape design. This plan will include a proposed plant palette, required calculations (landscape areas, shading, required trees), notes, and labels to describe the various elements of the design and as required by the County's submittal requirements.

B. Construction Documents

1. Preparation of hardscape, planting and irrigation documents suitable for use for building permitting. The plans will show specific sizes, locations, and details for our site design.
2. Site Construction Plan
 - Overall site plan showing the pedestrian hardscape, materials, and site furnishings including required bike parking facilities, seating, gates and fencing. We will coordinate with civil engineer for grading and drainage, and the electrical engineer for any site electrical needs of our design; we anticipate that any designs that we coordinate with the civil and electrical engineer.
 - 3. Planting Plan
 - Prepare a planting plan that shows the location, size, quantity and type of planting within the design and needed to meet County requirements. Prepare and provide any required notes and calculations. The design will be prepared to meet the County's Water Efficient Landscape Ordinance (WELO). Preparation of details for installation of design items.
 - 4. Irrigation Plan
 - Prepare an irrigation plan to provide adequate coverage for the planting plan. This will be a stand-alone system for the project, including new point of connection and meter, and will provide irrigation to the street frontage landscape as well as on-site planting areas. Prepare and provide any required notes and calculations. The design will be prepared to meet the County's Water Efficient Landscape Ordinance (WELO). Preparation of details for installation of design items.
 - 5. Specifications
 - Prepare specifications covering landscape design elements. Specifications will be CSI 3- part format.
 - 6. Bidding
 - Answer and respond to contractor questions & RFIs.
 - Provide addenda for bidding clarification.

C. Construction Administration Phase

1. Interpret construction documents and prepare written response to questions during Bidding.
2. Review shop drawings, submittals
3. Respond to field RFI's and prepare clarification instructions as needed.

4.2.7

Cost Estimating

- Estimates of probable cost at 60% 90%

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is only allowed with prior written approval from the County Contract Administrator.

Reimbursable Expenses

Reimbursable expenses are listed as an allowance and are in addition to the compensation for basic services and shall include the actual expenditures made by the Architect and his employees in the interest of the project at cost plus 10%, which are itemized as follows: Unused portions of the Reimbursable Allowance will be credited back to the County.

- Reproduction Costs
- Shipping/Postage
- Telephone Charges
- Computer Plotting
- Mileage/Travel outside of San Joaquin County

Itemized Expenses

- 24 x 36 Plot (in-house): \$5.00
- 30 x42 Plot (in-house): \$7.50
- Mileage: \$.655/ mile (Federal Rate)

All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this Contract shall be borne by Consultant.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Consultant will be subject to final acceptance by County project manager(s). Invoices shall be submitted no less than quarterly and no more than monthly. Invoices shall include sufficient documentation showing the progress made in each Phase, Additional Special Reports and Studies, Reimbursable Allowance, and Additional Service categories within the fixed fee amount and Change Order progress as applicable.

Submit all invoices to:

Nevada County
Facilities Management Department
Address: 10014 North Bloomfield
City, St, Zip Nevada City, CA 95959
Attn: Teal Marich
Email: Facilities@nevadacountyca.gov
Phone: 530-265-1262

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below.

Payment Schedule

Each task shall be performed for a fixed fee as follows in accordance with the following attached schedules within Exhibit A:

- Phase I: Programming Confirmation/ Schematic Design: **\$ 300,000**
 - Phase II: Design Development & Construction Documents: **\$1,150,000**
 - Phase IIA: Construction Administration: **\$ 275,000**
 - Additional special reports and studies as agreed upon in writing at project kickoff including but not limited to Geotech and CEQA services: **\$100,000**
 - Reimbursable Allowance: **\$ 25,000**
- Total Proposed Fee: \$1,850,000**

Additional Services

Additional Services if requested shall not exceed the following amounts:

- Photovoltaic System Design: \$25,000
- Cal Green Commissioning: \$25,000

Should services be required in addition to these allocations, all additional services will be provided on an hourly basis, in accordance with the following fee schedule:

Fee Schedule

Architect

- Principal Architect: \$280.00/hour
- Project Manager/ Architect: \$250.00/hour
- Planner: \$200.00/hour
- Designer / Interior: \$175.00/hour
- Draftsperson: \$150.00/hour
- Clerical/Staff: \$95.00/hour

Animal Welfare

- Principal: \$285.00/ hour
- Senior Associates: \$220.00/ hour
- Associates: \$165.00/ hour
- Senior Architectural Staff: \$135.00/ hour
- Architectural Staff: \$110.00/ hour
- Financial Manager: \$110.00/ hour

Unless otherwise agreed to by County, all payments owed by County to Consultant under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Consultant agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance covering design and engineering error and omission with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Consultant's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable if all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage

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Exhibit C

Professional Services Contract – Insurance Requirements

at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

4. **Notice of Cancellation** 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 County.
5. **Waiver of Subrogation** Consultant hereby grants to County a waiver of any right to subrogation which any insurer or said Consultant may acquire against County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies, regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Consultant is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Consultant shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
8. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
9. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
10. **Verification of Coverage** Consultant shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Consultant's obligation to provide

them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11. **Subcontractors** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
12. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

SUMMARY OF CONTRACT

Consultant Name: LDA Partners, Inc.

Description of Services Animal Shelter Construction Design and Engineering Services

SUMMARY OF MATERIAL TERMS

Max Price: \$1,850,000 with a contingency of
\$185,000 for a total not to exceed of
\$2,035,000

Contract Start Date: 1/9/2024 **Contract End Date:** 6/30/2025
Liquidated Damages: N/A

INSURANCE POLICIES

Commercial General Liability	(\$2,000,000)
Automobile Liability	(\$1,000,000)
Worker's Compensation	(Statutory Limits)
Professional Errors and Omissions	(\$2,000,000)

LICENSES AND PREVAILING WAGES

Designate all required licenses: Professional Architecture and Engineering Lic.

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:
Nevada County
Facilities Management Department
Address: 10014 North Bloomfield
City, St, Zip Nevada City, CA 95959
Attn: Justin Drinkwater- Director
Email: justin.drinkwater@nevadacountyca.gov
Phone: 530-470-2637

CONSULTANT:
Name of firm
LDA Partners, Inc.
Address 222 Central Court
City, St, Zip Stockton, CA 95204
Attn: Eric Wohle A.I.A
Email: ewohle@ldapartners.com
Phone: 209-943-0405

Consultant is a: (check all that apply)

Corporation: Calif., Other, LLC,
Non- Profit Corp
Partnership: Calif., Other, LLP, Limited
Person: Indiv., Db, Ass'n Other

EDD Worksheet Required

Yes No

ATTACHMENTS

- Exhibit A:** Schedule of Services
- Exhibit B:** Schedule of Charges and Payments
- Exhibit C:** Insurance Requirements