

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

NORR Associates, Inc.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Architectural Engineering Services for Truckee Joseph Center Probation and DA Remodel**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$62,380
(§3) **Contract Beginning Date:** 3/24/2020 **Contract Termination Date:** 6/30/2021
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>✓</u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u>✓</u>
	(\$1,000,000) Business Rated	<u>✓</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>✓</u>
(§8)	Worker's Compensation	<u>✓</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u>✓</u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

Architectural or Engineering as required

NOTICE & IDENTIFICATION

(§26) Contractor: NORR Associates, Inc. 1631 Alhambra Blvd., Suite 100 Sacramento, CA 95816 Contact Person: Matthew Shigihara (916) 453-3810 e-mail: matthew.shigihara@norr.com	County of Nevada: Facilities Management 10014 N. Bloomfield Road Nevada City, CA 95959 Contact Person: Tim Horner (530) 265-1456 e-mail: tim.horner@co.nevada.ca.us
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Contractor is a: (check all that apply)

Corporation:	<u>✓</u> Calif.,	<u> </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Individ.,	<u> </u> Dba,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes ✓ No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes ✓ No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>✓</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>✓</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>✓</u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>✓</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies

with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); 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. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, 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.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, 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.

Public Contracts

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 §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor 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>.

(ii) Contractor 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.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The 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 (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof 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**.

If Contractor 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) days written notice** to Contractor.

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 the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor 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 the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the 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.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said 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

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

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

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

COUNTY OF NEVADA:

Name:
Title:

Honorable Heidi Hall
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

Contractor will provide architectural services for the Nevada County Truckee Joseph Center Probation and DA Remodel located at 10075 Levon Ave, Truckee, CA 96161. Contractor services will include interior design, surveying, civil engineering, structural design, mechanical/plumbing and electrical design, and a rough order cost estimate. Contractor shall be responsible for construction documentation, plan check submission and meetings with the County.

Contractor drawings are to retain as much of the existing interior walls, and configuration as possible, provide two new restrooms, replace ceiling grid and ceiling tile where needed, replace all fluorescent lighting, in-kind with LED fixtures, new flooring where needed and repaint where needed. The exterior scope of work will provide an enclosed vestibule at the opening of the existing north entry, and provide a new storefront and ramp to the north exterior accessible parking stall.

Building Type	Type VA – 2 Stories
Building Area	3,800 SF / Tenant Improvement / Entry Vestibule Renovation / ADA Ramp and Parking
Schedule and Phasing	Design - 2 Months / Plan Review - 3 Months / Construction - 4 Months

The Contractor's design team will provide a set of plans to obtain a building permit for the building remodel. Plans to include:

- Interior and Exterior wall and floor demo in the remodel area
- Interior and Exterior wall and footing construction in remodel area and front entry
- improvements
- Interior concrete removal and replacement for new underground plumbing at 2 restrooms
- Electrical, Data Lines, Plumbing, Mechanical
- Insulation where areas are exposed
- Drywall, Interior and Exterior Paint, new flooring in some areas, ceramic floor & partial wall tile in the two remodeled restrooms
- ADA upgrades, ADA Parking and Path of Travel

Contractor will provide the following services:

1. Verification / Schematic Design

- Site verification and CAD base file documentation.
- Review with the Client's space program requirements. Prepare space plan layout. The space plan will be refined based on future working sessions with you. This plan will be the basis of our construction documentation.
 - Prepare a maximum of two floor plan layouts and a maximum of one additional revisions to the concept chosen by the Client, if required.
 - Present SD final plan, materials and colors for Client review and approval.
 - Incorporate Client comments into the design documents.
- Review applicable statutes, regulations, codes and by-laws to the extent necessary to meet the requirements of the Project
- Prepare final schematic design documents for Client sign off. As this exterior façade does not face Levon Ave, the fee does not anticipate a County Planning design approval process for the exterior elevation review.
- Meetings: One design meeting and one site meeting is anticipated for this phase. Correspondence as needed and conference calls will be scheduled on a weekly basis.

2. Construction Documents

Following County approval of the Space Plan, Contractor, upon County authorization of this work order will prepare the architectural construction documents for the project, in the following general manner:

- The Contractor's architect and consultant team will prepare a set of construction documents suitable for obtaining construction permits, bidding of the project, and project construction by a licensed general contractor.
- Construction Documents in general shall include title sheet, code sheet, general notes sheet, floor plans, sections, interior elevations, details, schedules and outline specifications to describe in detail the extent and manner of the project's construction.
- Construction Documents shall also include documentation required for compliance with code requirements for access by the disabled, including base building path of travel documentation.
- Civil Engineering drawings will include a site plan layout for the new accessible parking layout, curbs, sidewalks, gutter and ramp design. Existing grading and drainage will be modified as needed to accommodate the parking layout.
 - *No other utility work outside the building is anticipated.*
- Mechanical and Plumbing documents will include demolition plans, plumbing design to modify the restrooms.
 - *Time to visit site to verify existing conditions*
 - *Calculations and Working Drawings for new plumbing fixture relocations and HVAC duct and register changes*
 - *Note on plans new or existing location of HVAC thermostats. Verify thermostats are placed in appropriate locations*
 - *Include note for contractor to perform acceptance testing and report for HVAC*
 - *HVAC engineering, for the assessment of existing HVAC equipment, is not anticipated*
 - *No gas piping design is anticipated.*
- Electrical documents will include demolition plans, power, data and lighting design to the vestibule and tenant area noting circuiting, light bulb replacement, switches and power design, data port locations as described below.
 - *Time to visit site and verify existing conditions*
 - *Investigate existing circuits, and associated subpanels in the remodel area*
 - *Investigate main electrical panel and wire sizes feeding sub panels*
 - *Include new sub panel in remodel area compatible with main panel*
 - *Identify new circuits that will be needed*
 - *Prepare panel calculations and working drawings*
 - *Use occupancy or vacancy sensor switches and changing fixture bulbs to LED to meet title 24 codes if possible versus light harvesting equipment*
 - *Show new and existing A , B and night lights*
 - *Include symbol for any new or existing data outlets*
 - *Note on plan for new ADA automatic door opener at new door adjacent to front entry doors*
 - *Note on plan: Replace all existing electrical receptacles, light switches and cover plates in remodel area with new mfg. Leviton or approved equal. Include 20 amp rated receptacles, and toggle type light switches or sensor light switches as noted on plan, color- white for general usage, orange or red receptacles for any on standby power circuits. Label all receptacles with CKT #.*
 - *Note on plans- "Contractor to include new Cat 6 data lines to all data ports in the new remodel area back to the new server switch room, using County of Nevada standards. Contractor to include testing and certification of new data lines*
 - *Note on plan: Contractor to include a new fiber optics and copper line inside new conduit from the new server closet in the remodel area up to the main server room on the second floor. County will provide more information on size and type of those lines.*
 - *Show conduit route for fiber optics line on plan*
 - *No site lighting or photometric's and Title 24 for exterior lighting is anticipated*
 - *Include 1- 20amp electrical circuit to the new server closet from the Standby generator circuit*

- *Include acceptance testing for lighting.*
- Structural documents will include engineering a modifying the vestibule opening at the north entry of the building, engineering a new stairs, ramps and landings. Structural services defined here assume that the building is code compliant.
 - *Full building analysis is not anticipated and the structural design will be based on observations and field measurements of accessible building areas and assumed code minimum values.*
- Contractor's Architect will review the drawings with the County and obtain their written approval of the construction documents.
- Contractor's Architect will submit documents to the County for plan check and will answer questions from municipal agencies during the permit application process.
- Meetings: One meeting is anticipated for this phase. Correspondence as needed and conference calls will be scheduled on a weekly basis.

3. Plan Check Coordination

- Contractor's Architect shall process the complete Construction Documents, including mechanical, plumbing, electrical, and structural documents by consultants, through the agencies having jurisdiction over the work in order to obtain building permit to construct the tenant improvements.
- Meeting: one agency application and submission meeting. Correspondence as needed and conference calls will be scheduled on a bi-weekly basis.

4. Contract Administration

- Correspondence
- Conference Calls
- Project Meetings- maximum 1 meeting each, on site with Architect or Engineer and County during construction to clarify or modify Architectural or Engineering plans if needed.

Contract Administration Excluded:

- Distribution of copies of the construction drawings to the general contractor and others, for construction cost bids.
- During construction, site visits to help assure that the work is proceeding in conformance with the intent of the construction documents and offer any interpretation or direction to the general contractor.
- Meetings can be attended at an hourly rate as requested by the County.
- Review of architectural submittals to verify conformance to the design intent.
- Preparation of documentation concerning changes to the construction documents.
- Notice of Substantial Completion certifying to the best of Contractor's Architect knowledge, information and belief, the improvements are substantially complete, and distribute copies to County.
- Preparation of a construction punch list noting observed deficiencies in the construction.
- Additional meetings with Contractor Architect or Engineers for changes to the plans requested by the County will be charged at the hourly rates as submitted.

DELIVERABLES

Construction Drawings for Architectural/Interiors, Topo Survey, Civil Engineering, Structural, Mechanical, Electrical and Plumbing disciplines.

1. Building Code Summary, path of travel drawing to accessible parking.
2. Sheet specifications
3. Green Building requirements sheet
4. Demolition Plan
5. Egress plan
6. Architectural floor plan, reflected ceiling plan and schedules

7. Interior finish plan and schedule
8. Interior elevations (for unique conditions)
9. Building sections and exterior elevations.
10. Structural plan, elevation, details and calculations
11. Wall types and details
12. MEP plans, lighting design, single line diagrams, schedules, details, Title 24 calculations.
13. Compile drawings for building department plan review and permitting.
14. Review and Prepare agency back check comments and package for resubmittal.

If a service is not specifically identified in Schedule A, it is expressly excluded and shall be considered an additional service as described in Schedule B.

SUB-CONSULTANTS

As part of the Basic Services, certain sub-consulting disciplines have been included in the fees for each phase of work.

CLARIFICATIONS AND EXCLUSIONS

1. Architectural, Civil, Structural, Mechanical, Plumbing and Electrical design services are limited to those expressly set forth above through this phase. We have only anticipated work within the "shell" footprint of the building improvement area, vestibule, stairs, ramps and accessible parking, with no work or utility connections outside the building or off-site.

2. Structural services excluded from this proposal are reinforcement of existing structure for discovered conditions, seismic retrofit of existing building, material sampling and testing.

3. If scope of work or deliverables is not specifically listed above they are not considered part of this agreement. Architect shall have no other obligations, responsibility, or deliverables for the project except as agreed to in writing or as provided in this Agreement.

4. Contractor assumes that the accessibility requirements for path or travel to the street is compliant with current code and that there will not be any additional accessibility documentation beyond the parking stalls.

5. Excluded from Design Services Scope of Work:

- Fire sprinkler system design and electrical low-voltage alarm system. This shall be deferred, by the design-build subcontractor, for design, bidding and plan check submission.
- Security, Audio/Visual, Acoustics, Telecommunication and Cable, requested by the client shall be deferred, by the design-build subcontractor, for design, bidding and plan check submission.
- Exterior and non-code related Signage or assisting Owner in selection of interior signage. Coordinate locations with signage vendor.
- Commissioning of HVAC, plumbing and electrical systems, acceptance test of HVAC plumbing and electrical systems, trips to site during construction, pre-bid and pre-construction meeting at site, creation of punch list.
- If electrical devices are not labeled, or if as-builts do not exist, the services of an electrician are not included as part of a more intensive investigation.
- Stormwater Pollution Prevention Plan, Geotechnical Services/Report, Staking, Off-site improvements, Site lighting, Gas/Propane design, Underground utility location.
- Construction Administration support and preparation of record or "as-built" drawings from field markups and/or modifications from construction.

6. Plan Check, Permits, Field-testing and Inspection fees as required by the jurisdiction shall be provided by the owner.

7. Contractor will produce CAD drawings in Contractor's CAD drafting standards. Other Consultant / Sub-Contractor's will produce drawings to their own CAD drafting standards.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

Contractor will be paid in an amount not to exceed \$62,380 for these services which include without limitation, all costs for personnel, travel, printing and shipping of deliverables or any other direct or indirect expenses incident to providing these services according to the following schedule:

PHASE	FEE TYPE	AMOUNT
Verification / Schematic Design	<i>LUMP SUM</i>	\$14,240
Construction Documents	<i>LUMP SUM</i>	\$46,940
Reimbursable Expenses	<i>LUMP SUM</i>	\$1,200
FEES FOR BASIC SERVICES		\$62,380
<i>Construction Administration (Additional as requested and approved by client)</i>	<i>Time & Materials</i>	<i>Refer to hourly rates</i>

FEE BREAKDOWN by DISCIPLINE (excludes reimbursables)

FEE BREAK DOWN			
DISCIPLINE	Verification/SD	CD	FEE
ARCHITECTURE/INTERIORS:	\$4,500	\$16,000	\$20,500
TOPO SURVEY:	\$4,500		\$4,500
CIVIL ENGINEERING:	\$0	\$9,500	\$9,500
STRUCTURAL:	\$1,500	\$6,500	\$8,000
MECHANICAL/PLUMB:	\$1,240	\$7,440	\$8,680
ELECTRICAL:	\$2,500	\$7,500	\$10,000
TOTAL:	\$14,240	\$46,940	\$61,180

Contractor will submit invoices monthly. Invoices will include a description of the services provided and associated hours of work.

Invoices must be submitted to:

County of Nevada
Facilities Service Center
10014 N. Bloomfield Road

The following is a list of Additional Services that are not included in Exhibit A. Should Additional Services be required in the performance of the work, they shall be provided on either an hourly basis or a pre-approved extra services work order. The County shall pre-approve any Additional Services prior to commencement of the work.

- Comparative analysis of multiple building sites for schematic design.
- Services required because of, or in contemplation of, land use changes, zoning changes or variances from by-laws.
- Surveys of existing conditions, preparation of measured drawings or verifying the accuracy of any information provided by the County.
- Services due to significant changes in the Project including but not limited to size, quality, complexity, schedule or design.
- Additional documentation required due to phasing or sequential bidding of either the design or execution of the Project.
- Administration of the construction procurement process on behalf of the County.
- Preparation of graphic materials, furniture plans or other materials required for marketing of the Project.
- Preparation of 3D renderings or computer modeling other than basic materials used for design presentations.
- Design, development permit applications and/or working drawings pertaining to sales trailers, marketing centers or other temporary, ancillary structures.
- Architectural models requested by the County.
- Participation in community presentations, development permit appeals, development permit relaxation or variance applications.
- Review and incorporation changes for alternative materials or construction details after County approval of construction documents
- Evaluation of extensive or unreasonable claims submitted by the contractor, or others, in connection with the work.
- Extension of the construction schedule beyond the estimated duration stated in the Basic Fees table.
- Project-related staff travel time and expenses outside of Contractor.
- Services necessitated by default of the contractor, by major defects in the work of the contractor, or by failure of either the Client or the contractor in performance of the construction contract.
- Consultation regarding replacement of any work damaged by fire or other cause during construction.
- Preparation of record drawings showing changes in the Project made during construction.
- The provision of commissioning or LEED certification services.
- Any other service otherwise not expressly listed in Exhibit A .

NORR – Architect/Mechanical	Hourly Rates
Principal Architect	\$225
Senior Project Manager	\$155
Project Manager	\$120
Interior Designer	\$110
Architect	\$150
Production Architect	\$115
Mechanical Engineer (PE)	\$155
Project Coordinator	\$70
EDGE - Electrical	Hourly Rates
Principal Engineer	\$205
Project Manager	\$185
Electrical Engineer	\$165
Electrical Designer	\$145
Miyamoto International - Structural	Hourly Rates
Principal Structural Engineer	\$250
Associate Principal Structural Engineer	\$200
Senior Project SE	\$180
Project SE	\$150
Staff Engineer	\$125
Designer	\$115
Warren Consulting Engineering – Civil	Hourly Rates
Principal Civil Engineer	\$215
Project Manager	\$175
SWPPP Monitoring	\$215
Project CE	\$175
Civil Designer	\$155
Drafter	\$110
Principal - Surveyor	\$215
Land Surveyor	\$175

EXHIBIT "C"

SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

1. Scope of Services

Section 1 Scope of Services is hereby amended to read as follows:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract, conditional upon the Contractor not being a party to the third-party action.

10. Miscellaneous Insurance Provisions:

Paragraph 1 of Section 10 currently reads:

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Paragraph 1 of Section 10 is hereby amended to read as follows:

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage. County hereby agrees that Contractor's Professional Liability Insurance shall be payable on a "claims made" basis.

11. Indemnity:

Section 11 Indemnity is hereby amended to read as follows:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage to the extent caused by the negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

22. Intellectual Property

Section 22 Intellectual Property is hereby amended to read as follows:

Upon receipt of full payment by the Contractor, all original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic, or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

Approved by County Counsel