



# RESOLUTION No. 16-538

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING A CONTRACT BETWEEN THE COUNTY OF NEVADA AND LDA PARTNERS, LLP, FOR ARCHITECTURAL DESIGN SERVICES FOR THE NEVADA COUNTY OPERATIONS CENTER WITH A MAXIMUM CONTRACT PRICE OF \$1,044,900, AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT, AND AMENDING THE FISCAL YEAR 2016-17 CAPITAL FACILITIES BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, Resolution 16-077 authorized the Purchasing Agent to issue a Request for Qualifications (RFQ) for Architectural Design Services for the Nevada County Operations Center; and

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

WHEREAS, LDA Partners, LLP, of Stockton, California, was selected as the most qualified applicant based on experience with similar type and size of projects such as the Operations Center; and

WHEREAS, the contract will be in the amount of \$1,044,900 and includes an allowance of \$5,000 for printing and incidental services not included in the cost estimate; and

WHEREAS, funding for this project will be paid out of the Fiscal Year 2016/17 Capital Facilities budget and reimbursed from the Capital Facilities Planning assignment of the General Fund and a budget amendment is required.

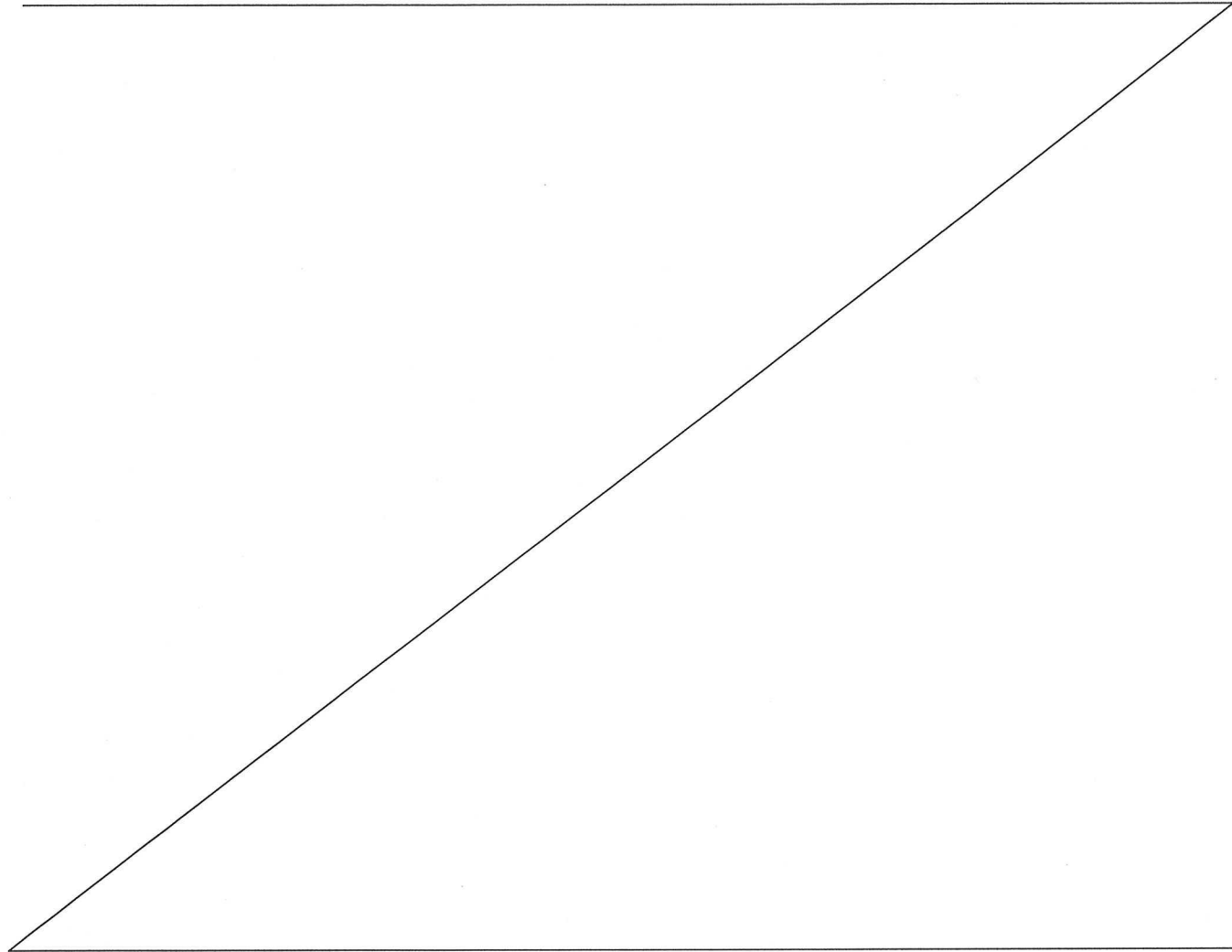
NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors hereby directs that:

1. A contract for Professional Architectural Design Services for the Nevada County Operations Center located at 12350 La Barr Meadows Road, Grass Valley, California, in the amount of \$1,044,900 for the period November 1, 2016 through December 31, 2018 be awarded to LDA Partners, LLP, 222 Central court, Stockton, California, 95204.
2. The Board approves and the Board Chair is authorized to execute a Nevada County Personal Services Contract on behalf of Nevada County with LDA Partners, LLP, upon receipt, approval, and acceptance of the certificates of insurance.
3. The Auditor-Controller is directed to release \$1,044,900 from the Capital Facilities Planning assignment of the General Fund and amend the Fiscal Year 2016/17 Capital Facilities budget as follows.

Increase:

0101-10801-416-1000 540200

\$1,044,900



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of November, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Dan Miller, Chair

11/8/2016 cc: Facilities\*  
AC\*(hold)

11/21/2016 cc: Facilities\*  
AC\*(release)  
LDA Partners LLP

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

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

**LDA Partners, LLP**

(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 Design Services for the Nevada County Operations Center Project**

**SUMMARY OF MATERIAL TERMS**

- (§2) **Maximum Contract Price:** \$1,044,900
- (§3) **Contract Beginning Date:** 11/1/2016      **Contract Termination Date:** 12/31/2018
- (§4) **Liquidated Damages:** \_\_\_\_\_

**INSURANCE POLICIES**

Designate all required policies:		Req'd	Not Req'd
(§6)	<b>Commercial General Liability</b> (\$1,000,000/\$2,000,000 and Excess)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§7)	<b>Automobile Liability</b> (\$ 300,000) Personal Auto	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(\$1,000,000) Business Rated	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(\$1,000,000) Commercial Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(§8)	<b>Worker's Compensation</b> (\$1,000,000)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§9)	<b>Errors and Omissions</b> (\$2,000,000/\$4,000,000)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**LICENSES AND PREVAILING WAGES**

- (§14) Designate all required licenses:  
California Architect License 28388

**NOTICE & IDENTIFICATION**

- |   |  |
|---|--|
| (§26) <b>Contractor:</b><br><b>LDA Partners, LLP.</b><br>222 Central Court,<br>Stockton, California 95204<br>Contact Person: Eric Wohle<br>(209) 943-0405<br>e-mail: ewohle@ldapartners.com | <b>County of Nevada:</b><br><b>Facilities Management</b><br>10014 N. Bloomfield Road<br>Nevada City CA 95959<br>Contact Person: Tom Coburn<br>(530) 470-2637<br>e-mail: tom.coburn@co.nevada.ca.us |
|---|--|

- Contractor is a:** (check all that apply)
- |              |                                  |                                 |  |                                     |
|--------------|----------------------------------|---------------------------------|--|-------------------------------------|
| Corporation: | <input type="checkbox"/> Calif., | <input type="checkbox"/> Other, | <input type="checkbox"/> LLC,            | <input type="checkbox"/> Non-profit |
| Partnership: | <input type="checkbox"/> Calif., | <input type="checkbox"/> Other, | <input checked="" type="checkbox"/> LLP, | <input type="checkbox"/> Limited    |
| Person:      | <input type="checkbox"/> Indiv., | <input type="checkbox"/> Dba,   | <input type="checkbox"/> Ass'n           | <input type="checkbox"/> 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
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 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:**

  
Name: ERIC WOHL  
Title: Partner  
Dated: 11.17.14

**COUNTY OF NEVADA:**

  
Honorable Dan Miller  
Chair, Board of Supervisors  
Dated: 11-21-14

Attest:   
Julie Patterson Hunter  
Clerk of the Board



## EXHIBIT "A"

### SCHEDULE OF SERVICES

Contractor will provide design, architectural, cost estimating, engineering, bid and construction support services for the development of the Nevada County Operations Center. Services will consist of the following Phases:

#### Phase 1 – Programming and Planning Updates

##### I. Project Initiation

Contractor will initiate the project with goal setting, confirmation of project schedules, establishment of project management procedures, communication protocols and a participation plan.

Contractor will review relevant information and data supplied by County and impacted departments and verify Master plan concepts with the County.

##### II. Programming and Site Confirmation

Contractor will meet, review, and discuss project criteria and program with the County to define:

- Spatial requirements and confirm design requirements & project phasing implementation.
- Proposed goals for the expanded/ modernized facilities
- Review existing utility layout and proposed modifications.
- Review turning and vehicle access components as a function of the masterplan & program recommendations.
- Proposed budget requirements
- Long term facilities goals for the County.
- Prepare architectural site concept plan(s) based upon County requirements.
- Prepare written Program report and documenting proposed recommendations
- Update existing County Planning Documents and Planning Commission Meeting

##### III. Programming Workshops

Contractor will facilitate a user group workshop and related input meetings related to existing procedures and work habits, vehicular and equipment needs and requirements. Additional information will be solicited from questionnaires, surveys, and a core development group. As an outcome from the programming session, a program document will be produced to include rooms, space, needs and equipment.

##### IV. Site Investigations and Miscellaneous

- Prepare Geotechnical Report
- Prepare cost estimate from programming and planning documents

##### V. Phase 1 Project Meetings:

This proposal contemplates up to three (3) meetings to develop an agreed upon project program/ concept plan, as well as existing facility tours. *Our proposal anticipates a maximum of up to two (2) potential alternative conceptual plans, to be determined.* The conceptual plans would be presented to the County for review and comment. Comments would be incorporated into a "final" conceptual Master Plan.

#### Phase 2 – Schematic Design

##### I. Schematic Design.

Contractor will prepare schematic design options and conceptual layouts for County review. Contractor will develop the County's preferred option to the Schematic Design

level, including program organization, site plan, floor plan, and exterior elevations that describe the general project scope, scale, and character.

II. Site and Building Concepts.

Contractor will prepare an analysis of the site including opportunities, constraints, validation with the previously approved Masterplan, and other relevant considerations. Contractor will prepare up to two site development options for County review.

- Review topographic survey and utility location relative to project site.
- Prepare Schematic design documents to include:
  - Architectural Design & Documents
  - Civil Design & Documents
  - Structural Design & Documents
  - Electrical Engineering Design & Documentation
  - Industrial Design & Documents
  - Low Voltage Design
  - Mechanical/ Plumbing Design & Documents
  - Confirm program requirements with decision makers.
  - Confirm all work to date with decision makers.

III. Cost Estimate:

Contractor will prepare a conceptual cost model based upon the approved schematic design to include costs for construction, contingencies, escalation, etc.

IV. Phase 2 Project Meetings

Up to five (5) design input meetings

One (1) presentation to the County Board of Supervisors

### Phase 3 - Design Development

I. Design Development

Incorporating the County's comments on the Schematic Design, Contractor will refine the site plan, floor plan, elevations, and sections. Contractor will develop building and site systems to the Design Development level, including architectural, civil, structural, mechanical, plumbing, electrical, lighting, tel/data, and shall prepare outline specifications of each major system.

II. Design Development Cost Estimate.

- Contractor will prepare an estimate of probable cost corresponding to the Design Development documents.

III. Design Development Task Project Meetings.

- Up to four (4) document and review meetings

### Phase 4 - Construction Documents

Contractor will provide services that include complete design services for civil, industrial, architectural, structural, mechanical, plumbing, fire suppression, electrical, security, fire alarm and fire sprinkler performance specifications, emergency generator design, Cal green commissioning and cost estimating.

- Prepare and further develop DD Drawings to greater detail to achieve complete Construction Document package to include:
  - Architectural Design & Documents
  - Civil Design & Documents
  - Structural Design & Documents
  - Electrical Engineering Design & Documentation

- Industrial Design & Documents
- Low Voltage Design
- Mechanical/ Plumbing Design & Documents
- Confirm program requirements with decision makers.
- Confirm all work to date with decision makers.
- Submittal of Documents for County Building Dept. for Review
- Prepare CAL Green Basis of Design.

IV. Final Cost Estimate.

- Prepare an estimate of probable cost corresponding to the Construction Documents

V. Construction Document Meetings.

- Up to four (4) document update and review meetings

**Phase 5 – Bidding Support**

- Contractor will prepare final Construction Documents and Specifications for Bid.
- Contractor will provide clarification to Bid items, respond to bidding inquiries, prepare addenda as required.

**Phase 6 – Construction Administration**

- Contractor will provide construction administration services as requested to observe construction, attend meetings, review submittals, RFI response, etc., throughout construction. This proposal defines an allocation of 600 hours of construction administration services. All additional services will be provided on an hourly basis, in accordance with the enclosed schedules.
- Cal Green Commissioning

**EXHIBIT "B"**

**SCHEDULE OF CHARGES AND PAYMENTS**

Contractor will be paid according to the following schedule. With the exception of Bidding and Construction Administration (CA) services, payments for all services shall be on a fixed fee basis. Bidding and Construction Administration (CA) services shall be reimbursed on a time and materials basis in an amount not to exceed the total amounts stated below for those services.

Trade	Consultant	Programming	SD	DD	CD	Bidding	CA	SubTotal
Arch	LDA	\$ 32,200.00	\$ 60,000.00	\$ 100,000.00	\$ 185,000.00	\$ 7,500.00	\$ 115,000.00	\$ 499,700.00
Structural	Lawder	\$ 750.00	\$ 2,400.00	\$ 10,600.00	\$ 26,400.00	\$ 1,200.00	\$ 14,400.00	\$ 55,750.00
Electrical	Edge	\$ 1,200.00	\$ 14,400.00	\$ 19,200.00	\$ 42,000.00	\$ 4,800.00	\$ 14,400.00	\$ 96,000.00
Mechanical	Capital	\$ 2,400.00	\$ 7,200.00	\$ 22,800.00	\$ 27,600.00	\$ 1,800.00	\$ 13,200.00	\$ 75,000.00
Civil	SCO	\$ 1,150.00	\$ 10,350.00	\$ 10,925.00	\$ 48,300.00	\$ 2,300.00	\$ 5,175.00	\$ 78,200.00
Planning	SCO	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
Industrial	Gannett Fleming	\$ 16,400.00	\$ 11,800.00	\$ 17,500.00	\$ 24,000.00	\$ 2,800.00	\$ 22,750.00	\$ 95,250.00
Soils	H & K	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000.00
Landscape	KLA	\$ -	\$ 1,200.00	\$ 2,500.00	\$ 5,000.00	\$ -	\$ 1,800.00	\$ 10,500.00
Interiors	LDA	\$ -	\$ 3,000.00	\$ 8,000.00	\$ 12,500.00	\$ 500.00	\$ 3,500.00	\$ 27,500.00
Low V/ Security	AVS	\$ -	\$ 3,000.00	\$ 9,000.00	\$ 14,400.00	\$ 600.00	\$ 3,000.00	\$ 30,000.00
Estimating	JR Conkey	\$ 3,000.00	\$ 4,000.00	\$ 9,000.00	\$ 18,000.00	\$ -	\$ -	\$ 34,000.00
Commissioning	Capital	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 7,500.00	\$ 10,000.00
		\$ 85,100.00	\$ 117,350.00	\$ 209,525.00	\$ 405,700.00	\$ 21,500.00	\$ 200,725.00	\$ 1,039,900.00
								\$ 1,039,900.00

In addition, an allowance of \$5,000 for incidentals, printing, etc. is included in the maximum contract amount. If additional services are required, services will be at the rates below.

Principal Architect:	200.00/hour
Project Architect:	175.00/hour
Project Manager:	165.00/hour
Designer:	135.00/hour
Draftsperson:	125.00/hour
Clerical/Staff:	85.00/hour

Contractor will submit invoices monthly. Invoices will include a description of the services provided. Payment terms are net 30 days from receipt of invoices by County.

Invoices shall be submitted to:

County of Nevada  
 Facilities Service Center  
 10014 N. Bloomfield Road  
 Nevada City, CA 95959

**EXHIBIT "C"**

**SCHEDULE OF CHANGES**

The parties agree that Paragraphs 6, 9 and 11 of the Contract shall be amended to read as follows:

**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 Commercial General Liability with a combined single limit of not less than \$1,000,000 per occurrence and a general aggregate liability of \$2,000,000, and excess liability coverage of \$1,000,000 per occurrence with an aggregate of \$1,000,000. Broad form coverage and excess liability coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, shall be in the minimum amounts indicated above;
- (ii) An endorsement naming County as an additional insured under said policies, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurances 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 insurances 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).

**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 of \$2,000,000 with a \$4,000,000 aggregate and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**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 recklessness 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.



Approved by County Counsel

