

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

To: Honorable Board of Supervisors Date: June 16, 2015

From: Ken Grehm, Interim Facility Services Director
By: Rob Unholz, Capital Improvements Manager

Subject: Capital Improvements / Consultant Services Agreement / JK Architecture Partnership
/ Multigenerational Community Center Feasibility Study

ACTION REQUESTED:

Approve a new agreement with JK Architecture Partnership, in the amount of \$93,000 for a Feasibility Study to identify opportunities associated with establishing a Multigenerational Community Center. The agreement period is through November 2015, and funded by the County.

BACKGROUND: As part of the FY 2014-15 Final Budget, your Board approved the Multigenerational Feasibility Study. On March 9, 2015, Procurement issued a Request for Proposal for feasibility study services for a multigenerational community center. As a result, six proposals were received and three were selected for interviews. The interview panel consisted of representatives from HHS Adult System of Care, Children's System of Care, the County Executive Office and Facility Services. JK Architecture Partnership, with their subconsultant New Economics & Advisory was determined to be the most qualified.

The scope of services includes programming analysis, market assessment, economic feasibility, projections for revenues over ten years, funding and operational strategies, identification of market needs, local facility assessments for use and function, identification of potential public and private partnership opportunities, and attendance projections. Additionally, as part of the information and consensus building process, the consultant will conduct three community workshops over the course of the project. An advisory committee, made up of community leaders and professionals, will provide additional feedback as the study progresses.

The project will commence in late June and conclude with a presentation to the Board of Supervisors in November or early December.

In order to proceed with the Multigenerational Community Center Feasibility Study project, it is requested that your Board approve the attached Consultant Services Agreement with JK Architecture Partnership and authorize the Chairman to execute the contract in an amount not-to-exceed, \$93,000.

ENVIRONMENTAL IMPACT: This project is exempt from the California Environmental Quality Act pursuant to Section 15306 – data collection and resource evaluation activities used strictly for information gathering purposes.

FISCAL IMPACT: The total cost of the Multigenerational Feasibility Study by JK Architecture Partnership is \$93,000 and is budgeted in the FY 2014-15 Final Budget, in the Capital Projects Fund, Project Number 4942. The cost is based on the results of a Request for Proposals and subsequent negotiations. The budgeted net county cost is \$93,000.

ATTACHMENT 1- CONSULTANT SERVICES AGREEMENT

CC: COUNTY EXECUTIVE OFFICE
PROCUREMENT SERVICES

KG:SB:RU:PB

Contract No.: _____

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

Contract Description: Multigenerational Community Center Feasibility Study

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, by and between the County of Placer, a political subdivision of the State of California ("County"), and Jordan Knighton Architects, Inc. (dba JK Architecture Partnership) ("Consultant") a California Corporation, who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed Ninety Three Thousand and no/100 Dollars (\$93,000.00) without the prior written approval of County.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall furnish Consultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence, and, subject to County's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

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COUNTY: Placer County Department of Facility Services
Attn: Paul Breckenridge, Senior Architect
Capital Improvements
11476 "C" Avenue
Auburn, CA 95603
Phone: 530-889-6892
Fax: 530-889-6893

CONSULTANT: JK Architecture Partnership
Attn: Jordan Knighton, Principal in Charge
11661 Blocker Drive, Suite 220
Auburn, CA 95603
Phone: 530-888-0998
Fax: 530-583-9294

REMIT TO CONSULTANT:
JK Architecture Partnership
Attn: Accounting Department
11661 Blocker Drive, Suite 220
Auburn, CA 95603
Phone: 530-888-0998
Fax: 530-583-9294

County or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____
Name: Kirk Uhler
Title: Chair of the Board

Date: _____

JK ARCHITECTURE PARTNERSHIP, CONSULTANT

By: _____
Name: Jordan Knighton
Title: Principal in Charge

Date: _____

By: _____
Name: Derek Labrecque
Title: Principal

Date: _____

Approved as to Form

Approved as to Funds

By: _____
Placer County Counsel

By _____
Placer County Auditor

- Exhibit A: Scope of Services
- Exhibit B: Payment for Services Rendered
- Exhibit B1: Rate Schedule
- Exhibit C: Facilities, Equipment, and Other Materials and Obligations of County
- Exhibit D: General Provisions
- Exhibit E: Confidential Accounting Information

EXHIBIT A

SCOPE OF SERVICES

The scope of services shall consist of investigation, analysis, planning, coordination, and documentation for the purpose of generating a feasibility study for a multigenerational community center in the greater Auburn, California area, consisting of the following services and deliverables:

SCOPE OF WORK

Task 1 – Visioning

- Establish a shared vision of a multigenerational community center through County and Community engagement.
- Conduct a Project Kick-Off meeting with the County to coordinate project work plan with specific dates and activities.
- Lead an Advisory Team Workshop to establish goals, expectations, and vision for the project.
- Conduct a Community Workshop to identify needs, ideas and vision for the range of age groups in the Auburn region.

Deliverables: Project Work Plan, Power Point presentations associated with the above meetings, Community Workshop Summary.

Task 2 – Identify Goals and Needs

- Investigate and identify Auburn area community center goals, needs, opportunities and constraints.
- Provide an Advisory Team Workshop to identify activities, uses and facilities for the community center.
- Coordination with County staff on meeting outcomes and next steps.

Deliverables: Power Point presentation associated with the Advisory Team Workshop.

Task 3 – Assessments

- Identify existing community center assets, programs, and potential partnerships.
- Review and visit specific potential community center function sites.
- Perform a demographic analysis of the community service area and identify multigenerational center influencing factors.
- Define potential programming and required facility space for several scenarios.
- Conduct an Advisory Team Workshop to share assessment findings and evaluate options.
- Lead a Community Workshop to present findings, gather feedback and build consensus.

Deliverables: Power Point presentations associated with the meetings above, Community Workshop Summary.

Task 4 – Develop Economic Analysis

- Develop funding strategies and sources for the community center scenarios.
- Provide revenue modeling for various options.
- Identify comparisons of capital costs and planned funding sources and identify any gap funding needs.
- Meet with the Advisory Team to review program, facility needs, economic and opportunity analysis.
- Coordinate economic analysis findings with the County to review concept and economic recommendations.
- Develop a 10-year cash flow analysis that shows the project's net revenues or deficit based on project findings and concepts from Task 3.
 - Use similar community center case studies to evaluate programming activities, staffing levels, facility maintenance, private rental patterns, user fees and other key cost and revenue inputs.
 - Include the following components in the analysis: a wide-range of revenues, all types of contributed income, direct operating expenses, unallocated expenses, potential partnership opportunities and projected facility attendance.
 - Evaluate other Placer County venues for similar function fees and costs.
 - Provide documentation identifying cash flow analysis and associated cost calculations.

Deliverables: Presentation documentation associated with the scope and meetings above.

Task 5 – Study Documentation

- Prepare the Draft Feasibility Study based on findings from previous tasks.
- Provide conceptual construction cost estimation for the agreed upon capital cost needs in Task 4 up to a maximum of 40 hours of consultant time.
- Provide architectural representations of the solutions found in Task 4, including conceptual site plans, floor plans, and interior and exterior project views.
- Prepare and present Draft Feasibility Study to the Advisory Team.
- Conduct a Community Workshop to present recommendations and gather feedback.

Deliverables: Power Point presentations and documentation associated with the scope and meetings above, Community Workshop Summary.

Task 6 – Review and Approvals

- Meet and coordinate with the County on final study edits prior to a Board of Supervisor presentation.
- Present feasibility study to the Board of Supervisors.
- Incorporate any additional information, if any, as a result of the Board of Supervisors presentation.
- Print and provide final documentation to County staff.

Deliverables: Board of Supervisors Power Point presentation. Feasibility Study Hard Copies - (10) Color Hard Copies 8.5"x11" bound with cover, (1) digital Microsoft Word version and (1) PDF version on flash drive.

Said Scope of Work may be amended only with the prior written approval of the Consultant and the Placer County Director of Facility Services however, in no event shall such amendment create any additional liability to the County.

In addition to the services described above, County may request Additional Services on an as needed basis subject to the County's approval of a written scope of work and approval of a cost proposal. In no event shall said Additional Services exceed the cost allocated in Exhibit B. Work on any Additional Services may not proceed until authorized in writing by the Placer County Director of Facility Services. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

Consultant agrees to complete all work prior to the end of November 2015.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Consultant shall be paid by County monthly as work progresses, not to exceed the amount below for the identified tasks.

Consultant shall submit invoices monthly for work performed. Provided the work has been satisfactorily performed, County shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice.

The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task.

The total amount payable for each task shall not exceed the amount set forth below/on Exhibit B; provided, however, upon written request of the Consultant and with written approval of the Placer County Director of Facility Services, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate. However, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed **Ninety Three Thousand and no/100 Dollars (\$93,000.00)**.

TASK:	COST:
1. Visioning	\$ 8,840
2. Identify Goals and Needs	\$ 6,215
3. Assessments	\$19,650
4. Develop Economic Analysis	\$22,945
5. Study Documentation	\$19,060
6. Review and Approvals	\$ 2,920
<u>Total Basic Fee:</u>	<u>\$79,630</u>
1. Online Survey	\$ 5,000
2. Additional Services	\$ 8,370
<u>Total Additional Services:</u>	<u>\$13,370</u>
<u>TOTAL FEE:</u>	<u>\$93,000</u>

This contract allows for additional work as necessary on the prior written approval from the Placer County Director of Facility Services in the maximum amount of **Thirteen Thousand Three Hundred and Seventy and no/100 Dollars (\$13,370.00)**.

In no event shall the total cost of services provided under this Agreement exceed **Ninety Three Thousand and no/100 Dollars (\$93,000.00)**.

EXHIBIT B1
HOURLY FEE SCHEDULE

Principal In Charge	185.00
Project Manager	150.00
Project Architect	125.00
Project Designer	115.00
Job Captain	95.00
BIM/CAD	85.00
Studio Assistant	60.00

EXHIBIT C

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

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

1. Appoint a staff member to act as Project Manager.
2. Existing County planning documents as requested or needed.
3. County shall promptly review any and all documents and materials submitted by the Consultant.

All other information, facilities, and equipment required to complete the services described in Exhibit A of this Agreement shall be provided by the Consultant.

**EXHIBIT D
GENERAL PROVISIONS**

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the County. All persons performing services for the Consultant under this Contract shall be employees of the Consultant and not the County.

2. **Licenses, Permits.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

3. **Time.** Consultant shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. **Hold Harmless and Indemnification Agreement .** The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

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

5. **Insurance:**

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

Worker's Compensation and Employers Liability Insurance:

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

policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

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

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

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

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

General Liability Insurance:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate

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

E. Special Claims Made Policy Form Provisions:

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

- (1) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

Endorsements:

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

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

Automobile Liability Insurance:

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

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

Professional Liability Insurance (Errors & Omissions):

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

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

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Additional Requirements:

Premium Payments - The insurance companies shall have no recourse against the 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.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

6. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

7. **Assignment/ Subcontracting Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County. Consultant shall not subcontract any portion of the work except as approved in advance and in writing by County or as set forth in Exhibit A, Scope of Services.

8. Personnel.

- A. Consultant warrants that all personnel assigned by Consultant to perform the services are duly trained and qualified to perform the work. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove and replace any such person immediately upon receiving notice from County.
- B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

9. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. Termination.

- A. In the event County, in its sole discretion, deems it in the best interests of the public, County shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. 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 Agreement.
 - 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no

event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that County may have in law or equity.

- B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the County, and shall provide thirty (30) working days advance written notice to the County of any such intent to terminate.

11. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

12. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

13. **Ownership of Information.** All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

16. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

17. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

18. General Compliance With Laws. The Consultant shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction. Copies of applicable prevailing wage rates are on file with and available upon request from the Department of Facility Services or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Consultant agrees and acknowledges that the services provided under this Agreement may be subject to DIR Compliance Monitoring Unit requirements, and that further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmucmu.html>.

Consultant further agrees to comply with all other related provisions of the California Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime, as such provisions may be amended or modified. Consultant agrees and acknowledges that, 1) failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker; 2) failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation; and, 3) failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.

19. Construction and Interpretation. It is agreed and acknowledged by JK Architecture Partnership that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

**EXHIBIT E
CONFIDENTIAL**

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

Administering Agency: Placer County/Facilities Services/ Capital Improvements Division

Contract Description: Multigenerational Community Center Feasibility Study

CONSULTANT: JK Architecture Partnership

FEDERAL TAX ID # 46-525-4204