

Administering Agency: Nevada County Facilities Department

Contract No. _____

Contract Description: Design and Engineering Services – New Truckee Regional Library

DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT

THIS DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT (“Contract”) is made at Nevada City, California, by and between the County of Nevada (“County”) and Jordan Knighton Architects Inc. (herein referred to as JKAE) (“Consultant”), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Consultant for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Contract. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. **The amount of the contract shall be Nine Hundred Eighty Thousand Six Hundred Forty Dollars (\$980,640).**
3. **Term** This Contract shall commence on, 4/9/2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2029.
4. **Facilities, Equipment and Other Materials** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** The Consultant’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Unreasonable failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Consultant shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Consultant’s obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

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

9. **Relationship of Parties**

9.1. **Independent Consultant**

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

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

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

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

Consultant shall cause and require each transferee, subConsultant, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Consultant under this Contract. Failure of Consultant to so cause and require such compliance by each transferee, subConsultant, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

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

12. **Hold Harmless and Indemnification Contract**

- 12.1 **Definitions.** For purposes of this Section, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subConsultants, or anyone directly or indirectly employed by either Consultant or its subConsultants, in the performance of this Agreement. “County” shall include County, its officials, officers, agents, employees and volunteers.
- 12.2 **Consultant to Indemnify County.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the County, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the County, its officers, official employees, agents, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the County, then Consultant’s indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the County and shall not exceed the Consultant’s proportionate percentage of fault as provided for in Civil Code Section 2782.2.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those negligent acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the County, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-Consultants of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the County, its officers, officials, employees, agents and volunteers.

- 12.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify County for such loss or damage as is caused by the sole negligence, active negligence or willful misconduct of the County. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability.
- 12.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of County’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be

entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

12.5 **Defense Deposit.** The County may request a deposit for defense costs from Consultant with respect to a claim. If the County requests a defense deposit, Consultant shall provide it within 15 days of the request.

12.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to County.

12.7 **Indemnification by SubConsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subConsultant or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

12.8 **Insurance Not a Substitute.** County does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

13. **Standard of Performance** In providing services under this Agreement, Consultant shall perform, consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of Consultants professions, practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Consultants services.

14. **Compliance with County Policies.** Consultant's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Consultant personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Consultant shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
- Consultant and all subConsultants must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of Consultants pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Consultant and subConsultant must furnish certified payroll records to the Labor Commissioner at least monthly.
 - 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** 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 comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Consultant to provide County contracted services directly to the public, Consultant shall certify that said direct Services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Consultant shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 19.1 **Books and Records** Consultant shall maintain statistical records and submit reports as required by County. Consultant shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 19.2 **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Consultant shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 19.3 **Audit** Consultant shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Consultant who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Consultant's premises or, at County's option, Consultant shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Consultant shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

21. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect after 7 calendar days written notice to cure to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Consultant fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving seven (7) **calendar days written notice to Consultant.**
- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Consultant shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Consultant, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if 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.

In the event this Contract is terminated:

- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Contract provided County is not in material breach of 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 Contract.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Contract not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Contract. In this regard, Consultant shall furnish to County such financial information as in the judgment of 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, which County may have in law or equity.

22. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Consultant (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Consultant by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

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

24. **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 Contract. In addition, Consultant agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
25. **Entirety of Contract** This Contract contains the entire Contract of County and Consultant with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
26. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
27. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
28. **Compliance with Applicable Laws** Consultant shall, within the standard of care, 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.
29. **Additional Consultant Responsibilities**
- A. To the extent Consultant is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subConsultants, and independent Consultants are made aware of, understand, and comply with all reporting requirements. Consultant shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Consultant will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Consultant agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Consultant shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

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

COUNTY OF NEVADA:

Nevada County Facilities Department

Address: 10014 N. Bloomfield
City, St, Zip Nevada City, CA 95959
Attn: Justin Drinkwater
Email: justin.drinkwater@nevadacountyca.gov
Phone: 530-470-2637

CONSULTANT:

Name of firm
Jordan Knighton Architects Inc. (JKAЕ)
Address 11661 Blocker Drive # 220
City, St, Zip Auburn, CA 95603
Attn: Derek Labrecque
Email: derek@jkaedesign.com
Phone: 530-888-0998 / 530-401-3736

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

Executed as of the day first above stated:

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

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

COUNTY OF NEVADA:

By: _____

Date: _____

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

By: _____

Attest: Clerk of the Board of Supervisors (or designee)

Approved as to Form: _____

County Counsel

CONSULTANT: Jordan Knighton Architects, Inc.

By: _____

Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____Secretary_____

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

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

EXHIBIT A

SCHEDULE OF SERVICES

Consultant shall provide all plans and specifications needed to obtain a Development Permit and entitlements for a new Regional Truckee Library from the Town of Truckee Planning Division. Consultant shall collaborate with the Core Project Team (herein referred to as “CPT”) throughout the project to ensure a quality design product for the new Library facility which is expected to be highly functional, flexible, energy efficient, circulation and space appropriate.

The Project will consist of multiple circulation areas, independent work/quiet areas, conference spaces, staff office areas, community room, restrooms and storage closets to provide a completely functional facility.

This project is designed to be separated into two (2) phases with a pause of time between phase I and II.

1. **PHASE I** Shall consist of building design to the extent needed to obtain all development permit(s) and entitlements (not including building permits). Elements of design must include site plan, circulation, landscaping design and other factors sufficient to meet Town requirements for land use approval (entitlements) as required. This phase will include cost estimates for construction. Value engineering shall be considered throughout this project and with a collaborative approach between CPT and Consultant.

1.1 TASK 1 – Program and Concept Refinement Consultant shall establish project controls, protocols, procedures, a refined work plan/schedule and, communications plan that Consultant shall review and refine with the Core Project Team (CPT). Consultant shall review and analyze work completed to date on the project, prepare preliminary land use and building code analyses, and review requirements for entitlements. Consultant shall coordinate and organize project meetings and develop a community participation and communications plan.

- a. **Library and Site Program Refinement** Consultant shall work closely with Library staff and the CPT to review and update the library and site program based on input and feedback received from the community, the Library and Truckee Donner Recreation District (TDRD) Boards, the Town Council, and County BOS. Consultant shall build on the current exciting vision for the new library and define the service model, the customer experience, and the branding for the project.
- b. **Concept Strategies and Analysis** will prepare a detailed site analysis that will identify project opportunities, challenges, and constraints. Consultant shall revisit, validate, and consider concept strategies based upon new input, current conditions, and budget constraints. Evaluation criteria will be developed based on project goals defined through community engagement and vetted by the CPT. The goals will be used, along with the site analysis, to analyze the merits of the refined site and building strategies. Through a detailed analysis of the options based on criteria that reflects the community’s priorities and the project realities – such as site constraints and funding capacity – Consultant shall evaluate the strategies and identify the preferred option that has the highest potential to fulfill the project vision.
- c. **Conceptual Design Refinement** The preferred conceptual design plan will be the starting point for our alignment of the project parameters: program, budget, schedule, and goals. Consultant shall explore opportunities for project phasing and bid alternates with the CPT that will provide options for implementation, budget, and flexibility. Work completed and deliverables for this phase shall include:
 - Project geotechnical report
 - Building and Site Program – identifying building space needs, site needs (parking and site amenities), space adjacencies, equipment, finishes, and functional criteria
 - Develop, and present a refined conceptual design package that includes:
 - *Up to three (3) conceptual floor plan options*
 - *Design values and sustainability goals based on stakeholder and community input*
 - *Building massing studies for each floor plan option*
 - *Preliminary cost models for each alternative*
 - *Floor plan evaluation criteria with Town and community input*
 - *Preliminary exterior materials palette*
 - *Site plans with parking and potential phasing options*
 - *LEED checklist evaluation.*
 - Refine selected conceptual design option and prepare final conceptual design exhibits:

- *Site plans, floor plans and elevations*
 - *Narrative specifications and system descriptions*
 - *3D digital model of massing*
 - *Vignettes of exterior and/or interior*
 - *Preliminary cost model of initial options*
 - *Refined cost model for preferred option*
 - *Phasing plan showing the major project phases and potential alternates*
 - *Refined LEED checklist evaluation*
 - Estimated project schedule for future phases
 - Meeting agendas, exhibits, and minutes
 - Meeting Summaries: Core Project Team Meetings (CPT); Technical Meetings with Town, County and Library Staff; Round 1: Community Engagement – Community Meeting, Joint Board Meeting, Town Council, County BOS, Task Force Meetings 1 and 2
- d. **Optional Service:** Optional services may be requested for Financial Analysis and Information Communication Services including but not limited to bond planning and support, expanded community outreach and specialty consultants as needed to support Project design and viability. The County has established an allowance defined for these services in the not to exceed amount of \$100,000. As optional services are identified a preapproval by the County must be acquired prior to executing any optional services.

1.2 TASK 2 – Schematic Design Upon direction from the CPT, Consultant shall advance the design of the library and the site and develop the schematic design package for Architectural, Landscape, Civil, Structural, Mechanical, Electrical, Plumbing, Kitchen, Audio Visual, and Security and Access Control, which shall consist of:

- Conducting technical meetings with the Library, Town, and County staff
- Civil Site Plan, including parking layout, preliminary grading, drainage, hydrology, utility routing, and a snow storage plan
- Landscape preliminary site plan showing hardscape and landscape areas
- Architectural drawings including floor and roof plans, reflected ceiling plans, exterior elevations, building sections, renderings (two interior and two exterior)
- Structural design sketches and narrative and preliminary sizes of key structural members
- Preliminary lighting plan – building and site
- Outline specifications and/or narratives of each of the major building systems
- Building program spreadsheet
- LEED checklist (for reference)
- Preliminary estimate of probable project costs, including construction costs, soft costs, miscellaneous costs, and other owner's costs
- Coordination with utility companies to help develop Schematic Design plans
- Preliminary Cost Analysis for HVAC Building Systems and Building Envelope
- Preliminary material template, building elevations, and site and building sections to illustrate the overall site character
- Updated project schedule
- Meeting agendas, exhibits, and minutes
- Meeting Summaries: Project Management Team Meetings, Technical Meetings with City Staff, Community Meeting, Planning Commission Meetings, City Council Meeting
- Update and maintain project website with project exhibits and graphics

1.3 TASK 3 – Design Development Documents (Part 1)/ Development Permit Submittal Upon direction from the CPT, Consultant shall develop the Design Development Documents that will include plans, elevations, building sections, renderings, and other documents that will describe the character and scale of the project components consisting of:

- Updating and refining design, budget, sustainable design strategies
- Conducting technical meetings with the Library, Town, and County staff
- Preparing initial design development level building systems design and coordination documents for landscape, civil, and structural disciplines

- Updating the estimate of probable construction cost to reflect the decisions made in this phase
- Draft specifications for arch, civil, structural and landscape
- 50% Design Development Drawings
- Updated estimate of probable project costs
- Value engineering report identifying line-item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget
- Other than Geotech, Town/County through CEQA consultant will solicit any required special reports / studies as well as traffic light engineer – to be paid for by County.
- Approvals from regulatory agencies for entitlements and permits
 - *Prepare and conduct Preliminary Application Review with the Community Development Department.*
 - *Prepare and submit Land Use/Zoning Application documents based on the Town's criteria for review and coordination consisting of:*
 - ✓ Project description, Completed Environmental Application, and special studies (Traffic, Cultural, Geotech, Noise, Biological, etc.), Development Standard Consistency Matrix
 - ✓ Site Plan, Engineering Site Grading Plan, Streets, Parking, Driveways, Utilities, Landscape Plan, Tree Protection Plan, Snow Storage Plan.
 - ✓ Floor Plans, Roof Plans, Elevations, and Site Concept Illustrations, Sign Plan, Typical Building Sections, Colored Perspectives, Roof Plans, Required Tabulations
 - ✓ Exterior Lighting Plan, Solar Evaluation
 - ✓ Color and Material Exhibits
 - Approvals are obtained from regulatory agencies for entitlements
- An updated project schedule
- Meeting agendas, exhibits, and minutes
- Meeting Summaries: Project Management Team Meetings, Technical Meetings, Community Meeting, Joint Board Meetings, Town Council and County BOS, and Project Task Force

1.4 TASK 4 – Community Engagement A full complement of community engagement is being proposed for the Truckee Library, which we look forward to refining with input from the CPT and stakeholders. The goal for the community participation plan is to provide the most benefit to the project. Our preliminary thinking includes the multi-layered strategies described below.

- Community Engagement: three rounds of community engagement are proposed that will each include an online survey, a Library kiosk, and two pop-ups. The purpose of the engagement is to reach a wide cross-section of the community for both feedback and to share information about the project.
- County Board of Supervisors and Town Council: During this phase of the project, we are proposing to meet with the Town Council and County Board of Supervisor three times to preview and collect feedback on the proposed work plan and community engagement and to stay informed of the project's progress.
- Library Board of Trustee and Truckee-Donner Recreation District Board: three joint meetings are proposed with the two boards to preview, review, and collect feedback, and stay informed of the project's progress.
- Project Advisory Task Force: The Advisory Task Force will be our stakeholder-based advisory committee. We recommend a broad base for the committee's composition so they can act as an effective sounding board to vet options and strategies, as well as provide guidance to the project based on their inherent community knowledge. The Task Force will also develop informed project ambassadors who will provide updates to their constituents and fellow community members. We are proposing to meet with the Task Force five (5) times during Phase I, and then potentially to work with them during Phase II to develop the FF+E package.

2. **PAUSE OF TIME** The county anticipates there will a pause of time for several months (and possibly up to two (2) years) for the entitlements to be approved by the Town of Truckee. During this time the Core Partners intend to secure all necessary construction funding.

2.1 Task 5 – Community Information, Entitlements + Funding (Pause)

- Community Information Campaign: Upon completion of Phase I, Consultant shall be available to assist the CPT in developing the community information campaign. This is a role that we have played successfully on projects that need a voter approved funding measure.
- Capital Campaign Support: Our team will be available to provide support with graphics, presentations, and development of donor recognition strategies.
- Consultant support provided during this Pause to be tracked against the Owner's Contingency Allowance.

3. **PHASE II** Phase II will include a renegotiation of contract scope and price for final construction specifications and Construction Documents that include full detail for construction permitting, bid documents, bid administration and contractor selection. A renegotiation of price and project timeline will be discussed prior to kickoff of Phase II. Should the project not proceed with momentum of viability for Phase II design, constructability, budget constraints or for any reason beyond the control of the County or Core Project Team, the County has the right to not conduct Phase II efforts. **3.1 Task 3 Design Development (Part 2)** Upon direction from the CPT, Consultant shall re engage the team to complete the remainder of the Design Development effort started previously, most specifically associated to the building engineering disciplines of; structural, mechanical, plumbing, fire alarm / fire protection, electrical, and telecommunications/data disciplines and additional architectural effort associated to this coordination and documentation.

- a. Preparing final design development level building systems design and coordination for landscape and civil disciplines, structural, mechanical, plumbing, and electrical disciplines, fire alarm/fire protection and telecommunications/data disciplines
- b. Updating the estimate of probable construction cost to reflect the decisions made in this phase
- c. Draft specifications for all disciplines.
- d. 100% Design Development Drawings

3.2 TASK 6 + 7 – Construction Documents + Plan Check Upon direction from the CPT, Consultant shall develop detailed Construction Documents for the library design. All building systems, including structural, mechanical, electrical, plumbing, lighting design, telecom and security, interior design concepts, and finishes will be documented and refined. Work during this task will include:

- Update and refine the design, budget, sustainable design strategies, and schedule
- Review and evaluate options for finishes and other interior design elements
- Perform Title 24 Calculations and prepare Compliance Documents
- Develop code required signage in conjunction with the design concepts for wayfinding library signage and branding as outlined in Task 10.
- Prepare Construction Documents to comply with applicable laws and regulations including, but not limited to, ADA requirements, Building Code requirements, Town codes and standards, applicable Federal rules and regulations, and occupation safety and health regulations enforced at the time the Construction Documents are issued; project documents shall clearly identify document requirements for review and approval by the Fire Marshal and Building Official
- Submittals to the Town at 50%, 75% and final design stages; 75% documents to the Town and other agencies are for the specific purpose of obtaining the building permit and coordination review
- Prepare and submit back check documents with revisions and written responses to the review comments.
- Assist the Town in the selection of Special Inspectors required by the project
- Assist the Town in coordination with any utility companies
- Prepare Final (100%) plans and specifications suitable for the purpose of bidding and construction
- Prepare final value engineering report identifying line-item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget

3.3 TASK 8 – Bidding Consultant shall provide the following services during the Bidding phase:

- Consultant shall assist with the evaluation and response to contractor questions
- Consultant shall attend a pre-bid conference and give a brief presentation of the project
- Consultant shall prepare addenda as required to clarify the bid documents

- Consultant shall provide an analysis of bids received compared to the consultant's final estimated construction cost

3.4 TASK 9 – Construction Administration Consultant shall provide support services during construction that consist of:

- Attend the pre-construction meeting, and weekly construction meetings
- Conduct an observation of construction work at appropriate intervals; prepare a written document describing the general nature of the work observed and identify any areas observed that are not in general conformance with the construction contract documents
- Review and recommend appropriate professional action on submittals, substitution requests, and value engineering alternatives
- Clarify the intent and interpretation of the construction contract documents as necessary through additional information and/ or sketches to clarify or supplement the construction contract documents
- Respond in writing, including necessary design clarifications, to Requests for Information (RFI's) after such requests have been reviewed by the construction manager for appropriateness
- Review COR as to content and appropriateness of the work proposed
- Be present during the initial start-up of systems
- Conduct project walk throughs and identify any visible elements of the work that the design team judges not complete or acceptable; these findings will be documented in the written form of a "punch list"
- Provide back check inspections for outstanding punch list items

3.5 TASK 10 – Furniture, Fixtures & Equipment (FF&E) and Signage Concurrent with Tasks 1-9, Consultant shall develop the furniture and signage procurement packages which shall consist of:

- Furniture: Consultant shall work with the project team to set the furniture budget, and work with the Task Force to develop furniture concepts and select furniture and finishes that enhance the architectural design concepts and meet the program goals. The furniture package will be developed to facilitate procurement of the FF&E through established pre-negotiated contracts available to the County. Consultant shall assist the County in preparing purchase details. The County will be responsible for preparing and processing purchase orders.
- Signage: Consultant shall work with the project team to develop design concepts for library signage and branding. Signage will include graphic "wayfinding" signage that enhances usability and customer experience, as well as building, room, donor, and code-required signage. We shall prepare signage concepts for review with the County and integrate that code-required signage into the Construction Documents. Based on direction given by the CPT, Consultant shall provide the following procurement services for signage:
 - ✓ Consultant shall prepare Design Intent documents consisting of illustrative diagrams, worksheets and/or specifications
 - ✓ Consultant shall assist the CPT in preparing purchasing details; the County will be responsible for preparing and processing purchase orders
 - ✓ Consultant shall review shop drawings and material samples
- Installation services for furniture and signage:
 - ✓ Consultant shall attend one (1) signage pre-installation walk through with the signage contractor
 - ✓ Consultant shall provide up to two (2) consecutive days to observe furniture installation
 - ✓ Consultant shall prepare a punch list of outstanding furniture or signage installation issues
- Consultant shall attend up to three (3) coordination meetings with the CPT

3.6 TASK 11 – Project Close Out + Commissioning

- Project Close-Out: Consultant shall prepare Record Documents by modifying the conformed Contract Documents with all changes and clarifications accepted during construction. Such changes may be the result of information that was approved in RFIs, Change Orders, or field memoranda. These will be formatted as pdf files.
- Commissioning: The project commissioning agent will complete the review of the Owners Project Requirement, Basis of Design, Commissioning Plan, Test Submittals, Commissioning Issues Log, and issue the final Commissioning Report and Commissioning Manual, as well as conduct a 10-month Commissioning End-of-Warranty review

4. **Quality Assurance-Quality Control and Cost Control** Consultant shall use tools and procedures to guide the new Truckee Regional Library project to a coordinated deliverable that is timely and budget compliant.

- Consultant shall utilize a quality control approach based on coordinating concept, cost, and constructability — known as “C4” for short. Consultant shall initiate the C4 process at the earliest project phase, creating a schedule of key project milestones from the outset and identifying project auditors — senior staff not assigned to the project on a day- to-day basis who will participate in milestone C4 reviews.

During planning and early design phases, the C4 process shall emphasize alignment of project scope, budget, and schedule with the clients’ program and design needs. The project manager shall also review the scope and schedule to ensure that the project is on track.

As the design is refined through the construction documents phases, C4 shall incorporate more technical review to minimize errors and omissions in the documents. Consultant shall take a proactive approach toward assessing the contract documents, making any corrections that may be needed and providing timely and decisive advice and direction to the client and the contractor.

- During the design and contract documents phases Consultant shall monitor their subconsultants’ work at two-week intervals rather than at the longer intervals between major submittals, which allows for effective coordination of information throughout the process. Consultant shall also expect their subconsultants to develop and implement their own in-house QC reviews.

5. **Deliverables:** Consultant shall prepare required documents for land use/entitlements and permitting as needed for both Phase I and Phase II of this project as directed by the Core Partners. Documents must include at a minimum the following deliverables and are not listed in the order of Phase I or Phase II:

- Provide a “Schedule of Values” at start of job detailing billing milestones including percentage of completion
- Provide a timeline or Gantt chart, showing an estimated sequence of completion by calendar date, corresponding to the milestones in the schedule of values, beginning from the Notice to Proceed issued by the County.
- Invoices, use AIA G702 and G703 format.
- 4 sets of Completed plans, 30” x 42” with all Building Department approval stamps including but not limited to:
- Cover Sheet
- General Note Sheet
- Green Building Code Requirements
- Sheet Specifications
- Code Analysis and Egress Plan
- Site Plan -including EV and E-Bike Charging and Bike racks
- Site Demolition Plan, including phasing
- Landscape Plan
- Architectural Floor Plan
- Furniture Plan and Equipment Plan
- Interior Finish
- Reflected Ceiling Plan
- Mounting Heights and Accessories Schedules
- Building Sections

- Exterior Elevations
- Interior Elevations
- Millwork/Casework
- Miscellaneous Details
- Civil Engineering plan, ADA parking, Grading plan with survey, EV and E-Bike charging and Bike Rack
- Electrical Plan – all electric facility with Solar Photovoltaic system on roof. Need to verify this will fit on the roof or if a ground mount system will be needed.
- Provide snow accumulation areas for large amounts of snow from snow removal equipment in and around the parking areas.
- Information Technology Plan- including WiFi, Security and Open+ systems
- Structural plan
- Mechanical plan
- Fire Sprinkler System ~~Engineering~~— layout drawing and performance specification
- Fire Alarm design
- Plumbing plan
- Security alarm -design
- Low Voltage plan including the Open Plus system integrating the Camera system and lighting system. Also include a separate Access control system plan – Mfg Avigilon, data jacks, low voltage wiring, symbols, notes
- Specification booklet and printed plan sets- 4 sets minimum
- AutoCad / Revit versions of approved plans
- Professional cost estimate to cover all estimated construction costs

6. **Reporting Requirements:** Provider shall comply with the following reporting requirements:

Monthly – submit summary report and billing using the schedule of values showing percentage of progress attained

Phase I

1. Schematic design, submittal review approx, 20% of plans completed
2. Design Development, submittal review, approx 40% of plans completed

Phase II

1. Design Development, submittal review, approx 60% of plans completed
2. Construction plans, submittal review, approx. 90% of plans completed
3. 100% completion submittal for submittal review before submitting to Building Dept for plan check.

Project Timeline

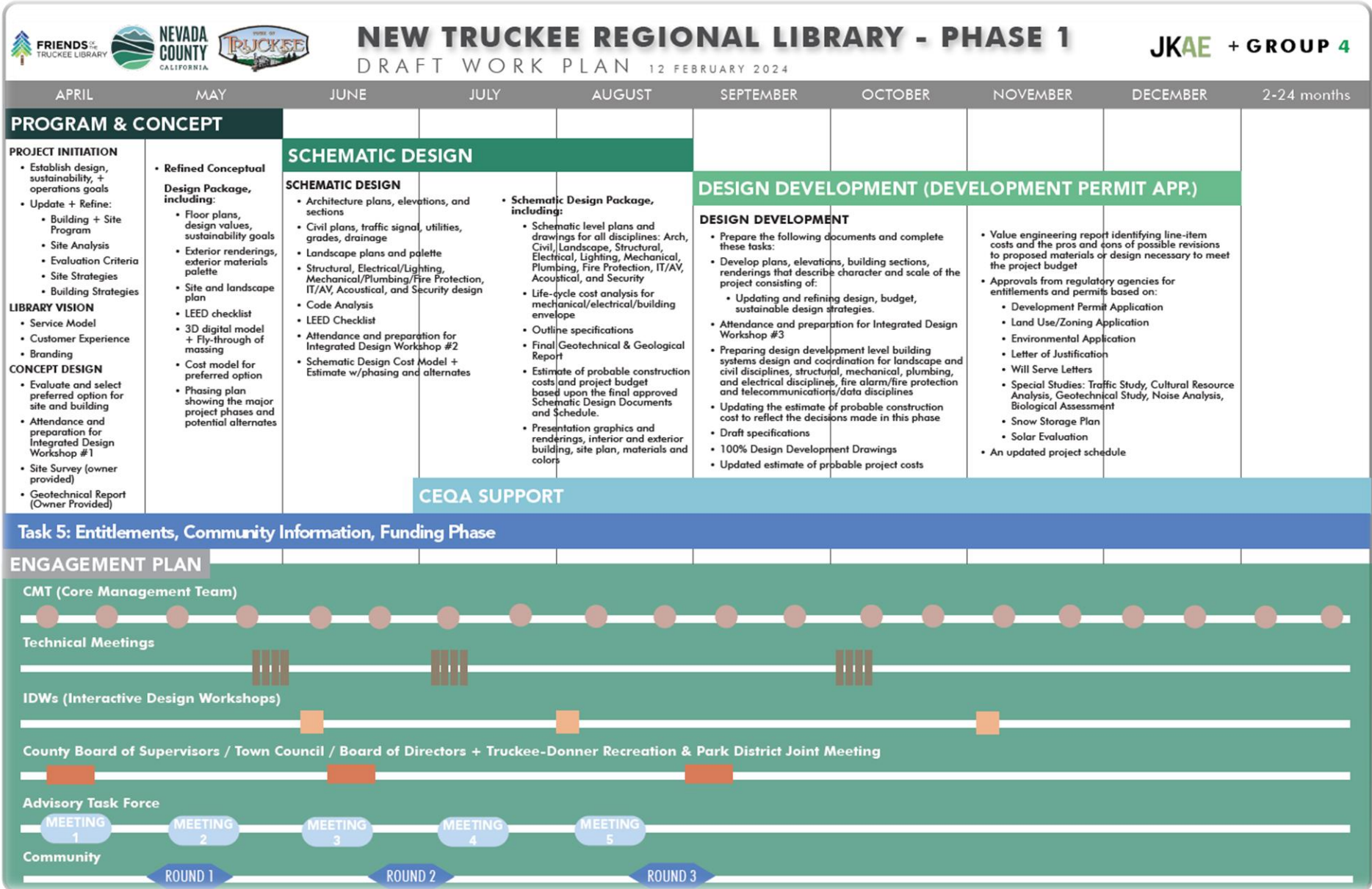


EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses shall only be allowed with written approval by Contract Administrator at a pre-negotiated rate and in alignment with the federal per diem rates as applicable. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

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

Payment Schedule

Phase I: Milestone payments for Phase I shall be succinct with the Project schedule shown above in Exhibit A and shall be paid upon completion of each milestone with approval of Contract Administrator:

1. Milestone No.1-Program & Concepts
2. Milestone No.2-Schematic Design
3. Milestone No.3-Design Development (Part 1)
4. Milestone No.4-Entitlements approved

Phase II: A renegotiation of price and project timeline will be discussed prior to kickoff of Phase II. Payment milestone will be established at that time.

Invoices

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

Submit all invoices to:

Nevada County Facilities Department
Address: 10014 N. Bloomfield
City, St, Zip Nevada City, CA 95959
Attn: IGS Admin
Email: IGSAdmin@nevadacountyca.gov
Phone: 530-265-1262

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

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

Payment Schedule- Phase I

Cost Proposal Form - PHASE 1								
Name of Firm		JKAE/Group 4						
Authorized Signature								
Printed Name and Title		Derek Labrecque, Partner						
Date		10-Jan-24						
PHASE 1: SD/DD + REQUIRED FOR ENTITLEMENT & BUDGETING								
Trade	Name of Consultant	Programming	Schematic Design	Design Development - Budgeting + Entitlements	Construction Documents	Bidding	Construction Admin.	Phase 1 Subtotals
Architecture	JKAE	\$29,040	\$61,530	\$115,105	Phase 2			\$205,675
Library Programming + Interiors	Group 4	\$116,160	\$95,415	\$115,105				\$326,680
Structural	JKAE	\$5,000	\$35,000	\$26,250				\$66,250
Mechanical	Introba	\$5,000	\$35,100	Phase 2				\$40,100
Electrical	O'Mahony & Meyer	\$5,700	\$19,000					\$24,700
Low V/Security	SFMI	\$2,320	\$8,920					\$11,240
Civil	JKAE	\$6,600	\$15,000	\$64,000				\$85,600
Cell Tower Consultant	Allowance	\$0	\$5,000	\$0				\$5,000
Landscape	Design Workshop	\$3,500	\$8,300	\$13,400				\$25,200
Estimating	Cumming Group	\$0	\$17,340	\$16,155				\$33,495
Commissioning	Sugarpine Engineering	\$1,680	\$2,520	Phase 2				\$4,200
Geotech / Soils	NV5	N/A	\$12,500	N/A				\$12,500
CEQA/Specialty Studies	By County	N/A	N/A	N/A				\$0
Industrial	By County	N/A	N/A	N/A				\$0
Subtotal Fees		\$175,000	\$315,625	\$350,015				\$840,640
Reimbursables ~5%								\$40,000
Grand Total Fees + Reimbursables - Phase 1								\$880,640
Optional and Supplemental Services Recommended Allowance:								\$100,000

- 1) Community Information Campaign
- 2) Financial Analysis + Capacity
- 3) Polling + Ballot Support

Payment Schedule- Phase II

Phase II will include a renegotiation of contract scope and price for final construction specifications and Construction Documents that include full detail for construction permitting, bid documents, bid administration and contractor selection. A renegotiation of price and project timeline will be discussed prior to kickoff of Phase II.

Cost Proposal Form - PHASE 2								
Name of Firm		JKAE/Group 4						
Authorized Signature								
Printed Name and Title		Derek Labrecque, Partner						
Date		10-Jan-24						
PHASE 2: BALANCE OF DD, CD, B+A, CONSTRUCTION ADMIN								
Trade	Name of Consultant	Programming	Schematic Design	Design Development	Construction Documents	Bidding	Construction Admin.	Phase 2 Subtotals
Architecture	JKAE	Phase 1		\$30,000	\$139,275	\$17,595	\$205,715	\$392,585
Interiors	Group 4			\$30,000	\$139,275	\$17,595	\$92,425	\$279,295
Structural	JKAE			\$26,250	\$52,500	\$5,250	\$29,750	\$113,750
Mechanical	Introba			\$48,600	\$78,300	\$8,100	\$81,000	\$216,000
Electrical	O'Mahony & Meyer			\$40,000	\$96,000	\$5,800	\$23,000	\$164,800
Low V/Security	SFMI			\$16,390	\$27,765	\$1,210	\$13,280	\$58,645
Civil	JKAE			Phase 1	\$60,000	\$7,500	\$22,500	\$90,000
Cell Tower Consultant	TBD				TBD	TBD	TBD	\$0
Landscape	Design Workshop				\$25,400	\$1,500	\$7,100	\$34,000
Estimating	Cumming Group				\$21,540	N/A	N/A	\$21,540
Commissioning	Sugarpine Engineering				\$16,200	\$1,080	\$6,480	\$23,760
Geotech / Soils	NV5				N/A	N/A	N/A	
CEQA/Specialty Studies	By County				N/A	N/A	N/A	
Industrial	By County				N/A	N/A	N/A	
Subtotal Fees				\$191,240	\$656,255	\$65,630	\$481,250	\$1,394,375
Reimbursables ~5%								\$70,000
Grand Total Fees + Reimbursables - Phase 2*								\$1,464,375
Potential Optional + Supplemental Services:								TBD

- 1) Luci Creative
- 2) LEED
- 3) Expanded FF+E
- 4) Enhanced commissioning, project close out

*Note: Estimated fees are based upon 2024 Billing Rates. Fees to be evaluated based upon when Phase 2 commences.

EXHIBIT C

INSURANCE REQUIREMENTS

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

- (i) **Commercial General Liability CGL**: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. blanket additional insured endorsement per policy form applicable when required by written contract or agreement is acceptable.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)*
The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through combination of primary and excess or umbrella liability insurance
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if Consultant provides written verification it has no employees).**
- (iv) **Professional Liability**
(Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.) A blanket additional insured endorsement per policy form applicable when required by written contract or agreement is acceptable.
- (ii) **Primary Coverage** For any claims related to this contract, the **Consultant’s insurance as respects to the additional insured’s shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Consultant hereby grants to County a waiver of any right to subrogation which any insurer or said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation,
- (v) **Sole Proprietors** If Consultant is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Consultant shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention.. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Consultant shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified redacted copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **SubConsultants** Consultant shall require and verify that all subConsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subConsultants. For CGL coverage subConsultants shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form 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.
- (xiii) **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.

(xiv) **Material Breach** Failure of the Consultant to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

(xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

Consultant Name Jordan Knighton Architects, Inc.

Description of Services Design and Engineering Services – New Truckee Regional Library

SUMMARY OF MATERIAL TERMS

Max Multi-Year Price: 980,640

Contract Start Date: 4/9/2024

Contract End Date: 6/30/2029

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	0101-10801-416-1000 540200
Automobile Liability (\$1,000,000)	
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions(\$2,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: Licensed A&E

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

CONSULTANT:

Nevada County Facilities Department

Name of firm

Address: 10014 N. Bloomfield
City, St, Zip Nevada City, CA 95959

Jordan Knighton Architects Inc. (JKAE)
Address 11661 Blocker Drive # 220

Attn: Justin Drinkwater
Email: justin.drinkwater@nevadacountyca.gov
Phone: 530-470-2637

City, St, Zip Auburn, CA 95603
Attn: Derek Labrecque
Email: derek@jkaedesign.com
Phone: 530-888-0998 / 530-401-3736

Consultant is a: (check all that apply)

Corporation: ☒ Calif., ☐ Other, ☐ LLC, ☐

Non- Profit ☐ Corp ☐ Yes ☐ No

Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited

Person: ☐ Indiv., ☐ DbA, ☐ Ass'n ☐ Other

EDD Worksheet Required

Yes ☐ No ☒

ATTACHMENTS

Exhibit A:Schedule of Services

Exhibit B:Schedule of Charges and Payments

Exhibit C:Insurance Requirements