Professional Services Agreement with Bruce E. Boyd, Architects and Planners, for Phase I architectural services for the Downieville Community Hall Renovation.

The proposal from Bruce E. Boyd proposes two phases: Phase I - Preliminary Building Analysis and Design and Phase 2 - Permit and Construction Documents. This proposed agreement is for Phase I services only, and will be the basis for determination of how to proceed with Phase 2.

Funding Source: Parks & Recreation 50% and Donation from Downieville Improvement Group 50%

General Fund Impact: General Fund Impact

Other Fund: Donation from Downieville Improvement Group

Amount: $3000 N/A

Are Additional Personnel Required? Yes, -- --

Is This Item Allocated in the Budget? Yes

Is a Budget Transfer Required? No

Resolution 2018- __________
Agreement 2018- __________
Ordinance __________

Vote:
Ayes: 
Noes: 
Abstain: 
Absent: 

By Consensus

Board Action:
☐ Approved
☐ Approved as amended
☐ Adopted
☐ Adopted as amended
☐ Denied
☐ Other
☐ No Action Taken

Set public hearing
For: ______________________

Direction to: ______________________

Referred to: ______________________

Continued to: ______________________

Authorization given to: ______________________

Comments:

Clerk to the Board: ______________________ Date: ______________________
AGREEMENT FOR
PROFESSIONAL SERVICES
Architectural Services
Downieville Community Hall Renovation Phase 1

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

Bruce E. Boyd Architects & Planners
"CONTRACTOR"

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: March 6, 2018

Termination Date: December 31, 2018

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

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

CONTRACTOR 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, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.
The general provisions set forth in Attachment "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 terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Tim H. Beals is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Bruce E. Boyd is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services  
Attachment B - Payment  
Attachment C - Additional Provisions  
Attachment D - General Provisions  
Attachment E - Form of Invoice

9. AGREEMENT DATE. The Agreement Date is February 6, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"                                "CONTRACTOR"

COUNTY OF SIERRA

By___________________________   ______________________________
Scott A. Schlefstein     Bruce E. Boyd
Chairman, Board of Supervisors     Bruce Boyd, Architecture & Planning

ATTEST:      APPROVED AS TO FORM:

______________________________   ______________________________
HEATHER FOSTER     DAVID PRENTICE
Clerk of the Board     County Counsel

AGMT-SER.PRO 227181407
(rev. 12/93)
A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following: All labor and materials necessary to complete a Design Study (Phase 1) toward the renovation of the Downieville Community Hall including but not limited to Programming, Building Survey and Preparation of Base Drawings; Code Analysis and Building Condition Report; Schematic Design and Design Development and Final Design in accordance with proposal attached hereto as Exhibit 1.

A.2. TIME SERVICES RENDERED

March 6, 2018 to December 31, 2018

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

None
ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR on a time and materials basis a contract fee not to exceed three thousand dollars and zero cents ($3,000.00), based on Phase 1 proposal provided in Exhibit 1. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within thirty (30) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $3,000.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. Included in base proposal. Notwithstanding anything to the contrary in this agreement mileage for vehicle use shall be paid only at the IRS approved rate.

B.3 TRAVEL COSTS. Included in base proposal.

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of $0 with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

<table>
<thead>
<tr>
<th>Provision</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1 Base Contract Fee</td>
<td>$3,000</td>
</tr>
<tr>
<td>B.2 Mileage</td>
<td>Included</td>
</tr>
<tr>
<td>B.3 Travel Costs</td>
<td>Included</td>
</tr>
<tr>
<td>B.4 Authorization Required</td>
<td>0</td>
</tr>
<tr>
<td>B.5 Special Circumstances</td>
<td>0</td>
</tr>
</tbody>
</table>

MAXIMUM CONTRACT AMOUNT $3,000
ATTACHMENT C

ADDITIONAL PROVISIONS

[NONE]
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in Government Code Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it
has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR 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 CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR'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.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

- **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

- **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($3,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

- **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence and with not less than Five Hundred Thousand Dollars ($500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

- **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.
D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to
bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR 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, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR 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 CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY 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, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars ($1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR 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 CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise
requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s),
estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all
subcontracts to perform work under this Agreement.

**D.36  JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.37  TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

**D.38  NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
- Board of Supervisors
- County of Sierra
- Post Office Drawer D
- Downieville, CA95936

  With a copy to:
- County Counsel
- County of Sierra
- Post Office Drawer D
- Downieville, CA95936

If to "CONTRACTOR":
- Bruce E. Boyd, Architect
- Bruce Boyd, Architecture & Planning
- 17894 Tyler Foote Road
- Nevada City, CA  95959

AGMT-SER.PRO 227181407
County of Sierra  
Auditor's Office  
Post Office Box 425  
Downieville, California 95936  

Our File No. __________

Re:___________________________

STATEMENT OF ACCOUNT FOR

BALANCE FORWARD  $________

TOTAL CURRENT CHARGES:

<table>
<thead>
<tr>
<th>Date</th>
<th>Staff</th>
<th>Description of Service</th>
<th>Hrs</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
</table>

Total $______________
Tim Beals  
Sierra County Planning Director, Building Official  
101 Courthouse Square  
PO. Box 530  
Downieville CA 95936  

ARCHITECTURAL SERVICES PROPOSAL  
DOWNIEVILLE COMMUNITY HALL RENOVATIONS  

The following is a letter proposal/agreement outlining the services I would provide to prepare as-built plans and design studies for the repair and renovation of the Downieville Community Hall. The proposal is split into two parts: Phase 1: Preliminary building analysis and design and Phase 2: Permit/construction documents. Phase 2 includes all the work that I think will be needed to obtain a permit and begin the remodeling work.

I propose we split this contract into two distinct Phases. The first Phase would consist of preparation of base drawings of the existing building; focusing on the existing layout of the interior, the structural system, exterior elevations and other elements of the building related to exiting, restrooms, ADA, and other code issues. I would then prepare a possible design solution for the Community Center that addresses the storage needs, restroom changes and ADA requirements. I would also prepare a brief analysis of the condition of the existing building and what I feel needs to be done to bring it up to code.

I will work with you to refine the design until it is what you want as a final outcome. The preliminary design will allow you to get a good handle on construction costs without having to prepare full permit and construction drawings. It will not obligate you to proceed with my preparation of permit and construction drawings.

The second phase would begin with design development and proceed to permit and construction documents. Much of the work related to permit and construction documents is related to interior remodeling, structural work, energy efficiency and services like plumbing, heating, and electrical. Detailed mechanical, plumbing and electrical plans will require input from specialists and is outside the scope of architectural services. I will handle coordination for these services as required by the complexity of the work and will prepare the actual drawings from consultants notes and worksheets.

This letter of agreement outlines both Phases and establishes a fee for Phase 1 and an estimated fee structure for construction document preparation and engineering fees. This simple letter form of agreement has worked for me in the past on other small projects. If you prefer, I can prepare an Agreement for Architectural Services that is more comprehensive in outlining the duties and responsibilities of both Owner and Architect. The terms and conditions outlined below would be incorporated into any more formal contract.

My goal in offering this contract for services is to help in the process of completing what you have already started with the Community Hall and build on work done to date. Part of that design work includes relating the existing building to the original building and to the site to increase the interaction between the building uses and potential outdoor uses of the site, while providing a cost effective, efficient, and functional interior and exterior.
PROJECT LOCATION:

Downieville Community Hall
Main Street
Downieville CA 95936

PROJECT DESCRIPTION:

A Prepare accurate drawings of the existing building, including exterior elevations and interior layout, and the location of entrances, parking, septic system, electrical panels and mechanical equipment. Work also includes preparation of code analysis charts for occupancy, use, loading, restroom, fire separations, and exiting requirements based on the latest CBC.

B Prepare a Design Study of the proposed renovations. This design will include floor plan sketch studies and exterior elevations. The design will include site improvements, parking, exiting, and ADA requirements.

ARCHITECTURAL SERVICES:

Phase 1 DESIGN STUDY:

A Programming: Meet with you to review a program of uses and spaces for the new space and how it fits in to the present layout. This has already begun. However, we will need to have more discussions as we move through the project.

B Building survey and preparation of base drawings: Field measure and record elements of the existing structure necessary for the development of design and construction documents for the project. This will be based on the work that Mark has already done. The focus will be on the existing interior layout, the front elevation, and elements at the rear of the building that might have bearing on the proposed new uses. Utilities will be located including septic system, electrical panels, plumbing fixtures and mechanical equipment. A sketch site plan will be created to locate the building on the property and its relation to the site. These base drawings will become the basis of all design studies and tenant improvement drawings.

C Code Analysis and Building Condition Report: Prepare charts and diagrams of potential ADA, structural and Building Code issues that will need to be addressed in any renovation scheme.

D Schematic Design: Prepare a Design Study of the proposed remodeling for your review. These drawings would consist of a site plan and layout floor plans. I will revise the design as needed until we have something that you love.

E Design Development and Final Design: The sketch design will be developed into a Final Design using more detailed drawings including interior elevations and will include an outline of the materials to be used in the building. The Final Design will incorporate all the changes from your review of the sketch drawings. The Final Design drawings will become the basis for proceeding with Phase 2 construction documents.
Phase 2: CONSTRUCTION DOCUMENTS:

F Prepare a detailed site plan based on the survey drawings to show access, utilities, and parking. The site plan will form the basis for County review. The site plan review should be routine as we are working with an established lot and existing building.

G Construction Documents: The Final Design will be the basis of the Construction Documents. Additional documents will include information necessary to obtain building permits, bidding, and sub bids for the construction. The Contract Documents will consist of final design drawings; architectural detailing and schedules, structural drawings, outline specifications; plumbing, mechanical, electrical, Energy calculations, CalGreen requirements, and structural engineering work. I will also act as your agent in submitting and securing permits.

H Architectural Supervision: After the contract for construction is awarded, field supervision and other additional work as requested by you shall be billed on an hourly basis. I will work with you to resolve problems and help take advantage of discoveries/changes that will make the project better. The contractor and subcontractors will work with the Architect to prepare any additional necessary mechanical and/or electrical drawings to be incorporated into the working drawings. The Architect will coordinate this work in order to expedite the review process and to insure a timely construction schedule. Architectural supervision will be billed on an hourly basis.

FEE FOR SERVICE

Phase 1: Architectural Services, items A, through E shall be billed on an hourly basis at the rate of $100.00/hr, not to exceed $3,000.00. I estimate about 40 to 46 hours to do this work. Completion of Phase 1 does not commit you to continuing to Phase 2. Preliminary Design drawings will be hand drawn sketches. The final design will be translated into CAD for inclusion into the construction documents.

Phase 2: Items F thru H would constitute about 80% of the work. This portion of the work shall be considered as a separate contract for services. Completion of Phase 1 will not bind you to going ahead with Phase 2 and the preparation of construction and permit drawings.

The fee for Phase 2 shall be determined after completion of Phase 1. The fee will be based on an estimated construction cost and an estimate of the hours needed to prepare the documents for the scope of work outlined in the Design Study. The basis for the fee can be either hourly or fixed per your choice. The fee would be based on the final scope of work.

Phase 2 services shall include all architectural drawings, electrical and mechanical layout drawings, reflected ceiling and lighting plans, and structural drawings, CalGreen reporting requirements, and energy calculations.

Architectural Supervision and contract management, Item H, would be billed at an hourly rate of $100.00 per hour. I would anticipate needing 4 hours/month to provide comprehensive construction management. I would also need to charge for travel time. Contract management would include field supervision, contract administration for changes during construction and contractor payment requests. A detailed schedule of costs would be prepared by the contractor and payments would be made based on the percentage of completion of specific portions of the work as verified by field supervision.
The cost of any structural engineering, mechanical, plumbing, and electrical engineering will be a reimbursable expense billed as an additional cost outside the basic fee for architectural services. Title 24 Energy calculations and CalGreen compliance work shall also be billed as a reimbursable expense. Consultants working under my direct supervision will be billed to you as direct reimbursable expenses with a 10% surcharge to cover my incidental costs. These consulting costs, for a project of this size and complexity, are estimated to be around $4,000.00 – $6,000.00, depending on Owner and Contractor participation and the complications in the systems.

Additional Work: Additional work includes model building, 3 dimensional renderings, animations, and all work outlined in item H, or other Services required by the Owner or County. Additional work shall be billed at an hourly rate of $100.00 per hour.

All County, permits, fees, and any assessments by the County are the responsibility of the owner. Printing costs shall be paid at a rate of $3.00 per D size page.

PHASE 2 ENGINEERING SERVICES SCHEDULE (ESTIMATED COSTS)

<table>
<thead>
<tr>
<th>Service</th>
<th>Estimated $</th>
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</thead>
<tbody>
<tr>
<td>Structural Engineering</td>
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</tr>
<tr>
<td>Mechanical Engineering including kitchen and plumbing</td>
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</tr>
<tr>
<td>Title 24 Energy Compliance including lighting compliance</td>
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</tr>
<tr>
<td>Electrical Engineering</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Fire and Life Safety</td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>Estimated Total engineering fees</strong></td>
<td><strong>$7,300.00</strong></td>
</tr>
</tbody>
</table>

DELIVERABLES:

Phase One deliverable documents will consist of the following items:

- Existing building layout plan and site plan
- Outline program for the Community Hall
- Sketch design study including floor Plans, site plan, elevations
- Final design drawing
- Architect’s Estimate of Construction costs

Phase Two deliverables:

The scope and extent of construction documents shall be determined after the Final Design is completed and approved by you. The scope of work will be developed in discussion with your Contractor and the County Building Department. I have attached a general scope of work for construction documents for
projects of this size to give you an idea of the normal scope for new construction permit and construction drawings. All engineering services outlined above would be part of Phase Two

TERMINATION:

You may terminate my services outlined in this letter of agreement at any time. Termination must be done in writing. Final termination charges will be based on the amount of work completed at the time of termination without penalty fees or other charges. The work of consultants will be treated in a similar manner based on extent of work undertaken. Consultants working under my direct supervision will be billed to you as reimbursable expenses.

INSURANCE

I carry a $1,000,000.00 General Liability insurance policy, commercial auto insurance, and Errors and Omissions insurance. I am also licensed, in good standing, by the State of California as an Architect.

I hope that this proposal is acceptable to you. I have set aside the time to keep this moving as fast as the process will stand.

Respectfully,

Bruce E. Boyd
California Licensed Architect: C - 10198

This letter, upon signed approval by you, shall constitute the contract for services for Phase One as outlined on pages 1 thru 5 of this letter of agreement dated June 9, 2017. Thank you for your trust in my services. I look forward to working with you on this project.

AGREEMENT:

I have read this letter of agreement and agree to its terms.

Signed: ____________________ Dated: __________ For Sierra County

Signed: ____________________ Dated: __________ For Sierra County