

Treanor Inc.

Construction Documents for Lake Tahoe Juvenile Hall Facility

AGREEMENT FOR SERVICES #8707

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Treanor Inc., a Kansas corporation duly qualified to conduct business in the State of California, whose principal place of business is 1040 Vermont Street, Lawrence, Kansas 66044 and whose local address is 550 Montgomery Street, Suite 500, San Francisco, California 94111 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Chief Administrative Office, Facilities Division, in architectural and engineering design services to produce a fully developed set of prescriptive construction documents for the SB81 Local Youthful Offender Rehabilitative Facility – South Lake Tahoe Juvenile Hall Facility (hereinafter referred to as "Project") for the County's Probation Department in Lake Tahoe;

WHEREAS, on July 1, 2020, Consultant was formally awarded competitive Request for Proposals (RFP) 20-918-040 to produce bridging documents for the SB81 Local Youthful Offender Rehabilitative Financing Program – New Placerville Juvenile Hall Facility Program;

WHEREAS, Agreement #5990 between County and Consultant was fully executed on January 25, 2022, as result of RFP 20-918-040, for architectural and engineering design services to produce a fully developed set of prescriptive bridging documents for the new Placerville Juvenile Hall Facility;

WHEREAS, on September 20, 2022, County Board of Supervisors discontinued the need and preparation of architectural and design drawings for the Placerville Juvenile Hall, as the grant funds were redirected towards the existing Juvenile Hall facility in South Lake Tahoe, California (Legistar 22-1693);

WHEREAS, due to a change in the project location, all services ordered under Agreement #5990 shall cease and shall instead be facilitated through this Agreement for the Juvenile Hall facility in South Lake Tahoe, California;

WHEREAS, Consultant has represented to County that it is experienced and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently

established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, subconsultants, tools, vehicles, equipment, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, and skillful, manner. Consultant is responsible for ensuring that its employees, as well as any subconsultants if applicable, perform the services and tasks required under this Agreement accordingly.

All of the tasks included in the Scope of Work are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultants for services rendered under this Agreement.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel), as well as Computer-Aided Design (CAD) and Autodesk Revit. Signed reports shall be submitted in Adobe Portable Document Format (PDF). Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XV, Default, Termination, and Cancellation, herein.

Consultant acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion. Consultant shall receive direction from County's Contract Administrator.

ARTICLE II

Term: This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement, and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Payment Schedule," incorporated herein and made by reference a part hereof.

Percentage of completion shall be determined by County's Contract Administrator.

The total amount of this Agreement shall not exceed \$1,055,490.00 inclusive of all costs, taxes, and expenses.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant, or any subconsultants, for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any work requiring overnight stay must be approved in advance by County's Contract Administrator or designee, if not already approved under each authorized work assignment. There shall be no markups allowed on mileage expenses for Consultant or subconsultants. Consultant is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator or designee has determined that the reasons are valid. Any reimbursements for such expenses, if any, will only be made if such expenses are included in the fully executed work assignment issued pursuant to this Agreement.

Invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Services
3000 Fairlane Court, Suite One
Placerville, California 95667
Attn.: Charles Harrell
Facilities Division Manager

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XV, Default, Termination, and Cancellation, herein.

ARTICLE IV

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire (Instruments of Service) and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement. In the event of early termination, any use of Consultant's incomplete work products or instruments of services shall be at County's sole risk, and County agrees to indemnify, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by County or by others acting through County.

ARTICLE V

Consultant's Endorsement on PS&E/Other Data: If applicable, the responsible Consultant/Engineer shall sign all plans, specifications, estimates (PS&E), and all engineering data furnished by it and, where appropriate, indicate its registration number.

ARTICLE VI

Standards for Work: Consultant shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions.

All of Consultant's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Consultant has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County or other regulatory agencies will not relieve Consultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by County and/or other appropriate agencies.

The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by similar consultants practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE VII

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE IX

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE X

Confidentiality: Consultant and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office Facilities Division for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XI

Assignment and Delegation: Consultant is engaged by County for its qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

ARTICLE XII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, at a minimum, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIV

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, subconsultant records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XV

Default, Termination, and Cancellation:

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
 - a. The alleged default and the applicable Agreement provision, and
 - b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:
 - a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
 - b. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
 - c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.
3. The following shall be events of default under this Agreement:
 - a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 - b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 - c. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 - d. A violation of ARTICLE XXII, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of

Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

Attn.: Charles Harrell
Facilities Division Manager

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Treanor Inc.
1040 Vermont Street
Lawrence, Kansas 66044

Attn.: Daniel R. Rowe, President

or to such other location as Consultant directs.

ARTICLE XVII

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XVI, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVIII

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees, and representatives from

and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in Civil Code section 2778 and is subject to any limit provided for in Civil Code section 2782.8(a) of the cost to defend charged to Consultant. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that the County's failure to immediately or timely notify Consultant does not limit or waive Consultant's defense and indemnity obligations in this Article. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

The indemnity obligation owed is independent of the obligation to obtain insurance coverage sufficient to protect the County, as described in Article XIX.

This obligations owed the County under this provision shall survive the termination of this Agreement.

ARTICLE XIX

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Consultant shall require that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XX

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090, et seq. and the Political Reform Act of 1974 (Section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a

statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XV, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XXIII

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its subconsultants, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900, et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its

employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXIV

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXV

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVI

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVII

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXII

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIII

No Third-Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIV

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

--TREANOR INC.--

By: *Daniel R. Rowe*
Daniel R. Rowe (Jul 1, 2024 16:36 CDT)
Daniel R. Rowe
Chief Executive Officer
"Consultant"

Dated: 07/01/2024

By: *Chris Dierks*
Chris Dierks (Jul 1, 2024 16:31 CDT)
Chris Dierks
Corporate Secretary

Dated: 07/01/2024

Treanor Inc.

Exhibit A

Scope of Work

Consultant shall furnish the architectural and engineering design services to produce a fully developed set of construction documents (CD's) for the SB81 Local Youthful Offender Rehabilitative Facility – South Lake Tahoe Juvenile Hall Facility for the County's Probation Department in Lake Tahoe. The scope of work required of the Consultant as part of this Project include programming, design and specification, construction documents, permitting, construction bid solicitation, estimating, and construction administration.

Consultant work shall encompass design work related to: demolition and renovation of various existing facility areas including pods/dayrooms, administration and group areas, sallyport, office, locker room, kitchen and dining, visiting, lobby, control rooms, and staff/juvenile/general public areas. Work shall also include design for the construction of a new, approximately four thousand square foot (4,000sq/ft) multi-purpose educational building including associated walkways, outdoor recreation areas, and expanded exterior security fencing.

Consultant is to provide a complete design for a functional and fully operational facility to the County. Consultant's work shall include, but not be limited to, all planning, design (including all architectural and engineering), coordination (including vendor, utilities, and other government entities), Tahoe Regional Planning Agency (TRPA) approval, permit drawings (including but not limited to civil and site work), all wet and dry utilities, concrete, masonry, metals, wood and plastics, thermal and moisture protection, doors and windows, finishes, fire, security, specialties, equipment, special construction, any conveying systems, communications, electronic safety and security, mechanical/plumbing, electrical power generation, and electrical including both high and low voltage. Consultant will be responsible for complete project design and delivery from inception through closeout. This includes all the personnel, subcontractors, materials, equipment, and architectural/engineering services reasonably necessary for the County of El Dorado to secure a building permit for the construction of the SB81 Local Youthful Offender Rehabilitative Facility – South Lake Tahoe Juvenile Hall Facility.

Services shall include, at a minimum, all services, tasks, and work outlined below:

Phase 1 – Project Initiation: The intent of this phase is to define the purpose and expectations for the Project and to formulate deliverables that are consistent with those expectations and goals of the County. As part of this phase, Consultant shall:

- Prepare and draft initial deliverables required for review and discussion during the Project kick-off meeting with County project team.
- Organize and review all relevant documentation that County has available from Project conception to current point in time. This includes, at a minimum,

Project establishment, due diligence, geotechnical reports, topographical surveys, as-builts, site/civil and wet/dry utilities.

- Review all original Project documents including as-built drawings, site plans, and specifications for all utility connection points.
- Review and confirm that County complies with the California Environmental Quality Act (CEQA) and any Environmental Impact Report (EIR) status and mitigation criteria.
- Review and confirm that County complies with the Tahoe Regional Planning Agency (TRPA). Consultant shall be responsible for final TRPA approval of construction documents.
- Collaborate with County project team to establish a Project Vision and Program Statement.
- Develop a detailed Project timeline and work plan for the overall project. The Project timeline, as may be amended by mutual agreement of the parties, shall be attached to this Agreement as an addendum and shall become part of this Agreement.
- Determine frequency of any reoccurring meetings with County project team and identify and schedule programming requirement meetings with building users and other stakeholders.
- Determine and identify key stakeholders and develop a framework for decision making and approval processes for design phase through completion of construction.

Phase 2 – Building/Site Investigation and Program Completion: The intent of this phase is to determine the functional and operational requirements and validate or adjust any previous programming assumptions. Consultant shall perform programming interviews with applicable County Facilities staff, Probation staff, and other recommended stakeholders. It is additionally the intent to identify and evaluate all existing site conditions, including access (pedestrian, vehicle, emergency), survey boundaries, topography, utility access points and easements, geotechnical engineering analysis (as available), topographical surveys, utility information, due diligence reports, and current CEQA status and any mitigation criteria including AB52. Consultant shall identify and provide solutions to correct any potential issues County may encounter during this phase. Further objectives are as follows:

- Document spatial requirements and relationships for the use in preparation of design documents.
- Have a thorough understanding of the existing site conditions to reasonably determine that all as-built information is correct.
- Reasonably determine that all potential strategies and costs for site, civil, and structural are understood.

- Develop and submit all required questionnaires and agendas for all meetings scheduled no later than one (1) day prior to meeting with Probation staff and County Facilities staff.
- Develop and submit meeting minutes for every meeting held, within three (3) business days from the conclusion of the meeting, to the designated County representative for approval and distribution to the entire County team.
- Verify preliminary outline, space program, and plans with Probation staff and County Facilities staff.
- Walk site with architecture/engineering team and County's appropriate staff.
- Confirm/establish capacity of all onsite existing wet and dry utility infrastructure.
- Evaluate the existing structural system within the limits of the facility renovation project and determine the structural upgrades required to achieve compliance with the current code and program requirements.
- Evaluate condition of service roads and all existing site infrastructure.
- Identify code and regulatory issues involving various agency reviews, with, at a minimum, the TRPA, Local Fire Marshal, State Fire Marshal (SFM), the Board State of Community Corrections (BSCC), the California Department of Corrections and Rehabilitation (CDCR), the County's Planning and Building Department, and any relevant issues involving the American Disability Act (ADA).
- Each engineering discipline shall locate all utility connection points and confirm that the site has the capacity to sustain the new SB81 Local Youthful Offender Rehabilitative Facility Juvenile Hall.
- Coordinate with all utility companies associated with the project to validate due diligence assumptions.
- Complete special electrical study of security electronic systems, panels, Graphic User Interface (GUI) systems and hardware, existing program requirements and hardware for all electronic communications, video, locks, and any other relevant systems or equipment.

Phase 3 - Construction Documents: The purpose of this phase is to develop and define the interior and exterior space plans and relationships and incorporate all program requirements. Consultant shall create construction documents suitable for County to obtain all necessary building permits through all public agencies and/or third-party consultants.

- **Architecture:** Develop building, interior space, and site models for County review, including sightlines, massing, and adjacencies, to allow informed decisions. Develop specifications for office, specialized space, security, and any essential service requirements. Develop finish schedules. Develop all necessary facility hardening design. Develop color/material boards and applications for County or other jurisdictions of authority (including TRPA) approval.

- **Structural:** Develop all necessary critical calculations to reasonably determine compliance as well as any vertical height requirements.
- **Mechanical, Electrical, Plumbing, Fire Sprinklers, and Fire System/Alarm:** Complete design of all mechanical, electrical, fire, and security systems. Design special electrical systems, security hardware, security systems, access control, security cameras, fixtures, electrical, low voltage, panels, building management system (BMS/Alerton), GUI, data, video, and audio.
- Establish energy design goals and performance criteria.
- **Specialized Equipment:** Develop design for specialized systems and equipment design constraints. Provide design plans to integrate the facility with specialized equipment including at a minimum: security equipment, cameras, access controls and generators.
- **Landscape:** Develop any conceptual landscaping design plans if required by TRPA.
- **Civil/Site Design:** Develop site design for approval by agencies including at a minimum TRPA, CEQA (including AB52), BSCC, the CDCR, Department of Finance (DOF), Department of General Services (DGS), Local Fire Marshal, SFM, ADA, County, City of South Lake Tahoe (SLT), South Tahoe Public Utilities District (STPUD), and Liberty Energy. Site design shall meet approval constraints related to: drainage/Best Management Practices (BMPs), utilities, traffic, acoustical, site balance, and access. Prepare proposed site parcel plans and access to public right of way and utility infrastructure.
- Produce engineering plans to indicate building points of connections, all site or offsite points of connection, including runs for all utilities/disciplines.
- All designs shall comply with the ADA design standards and ADA Accessibility Guidelines (ADAAG).
- Meet with SFM for construction level plan review.
- **Signage:** Provide any signage design package if required by various agencies having jurisdiction.
- Create a detailed construction specification package with preferred systems, performance standards, and compatible products.
- Packaging and distributing all electronic CAD and Autodesk REVIT drawings for distribution to all team members.
- Coordination of documents and plans for all Furniture, Fixtures, and Equipment (FF&E) requirements.
- Produce required documents for giving uniform quantitative and qualitative information and direction to all potential contractor teams to establish Bid Pricing.
- Develop a detailed, defensible, and justifiable construction cost estimate confirming in writing that Consultant agrees the Project can be achieved within budget and on time for final approval by County.

- Approvals required by County project team at seventy-five percent (75%) CD's – ninety-five percent (95%) CD's – one hundred percent (100%) CD's
- Board of Supervisors (BOS) Presentation
- Produce final permit-ready construction documents including specifications, Title 24 and 15 compliance documentation in CAD/REVIT, PDF, and hard copies.
- Develop a list of all the potential long lead procurement items for the County.
- In collaboration with County project team, identify potential risks and develop a project risk log.
- Gather final approvals and all required permits from all governing agencies.

Phase 4 – Request for Proposal (RFP) Development/Procurement: The objective of this phase shall be to assist County with RFP development as follows:

- Assist County project team to develop Division 00 (Procurement and Contracting Requirements) and Division 01 (General Requirements) specifications and documents/exhibits necessary to submit to the BSCC and the CDCR for approval.
- Assist with any necessary support during the contractor selection process.
- Assist with identifying general terms and conditions (GTC); assist in developing any necessary templates to provide bidders a framework to follow when they consider making a bid.
- Assist with any desired pre-qualification requirements and questionnaires. Additionally assist with any necessary non-disclosure agreements (NDA) or confidentiality letters that may be necessary prior to a prospective contractor or supplier receiving plans, specifications, or documents which may be considered restricted.
- Assist with any necessary general contractor or Question/Answer (Q&A) support during the bid phase.
- Attend and assist in presenting plans and budgets to County Board of Supervisors.
- Assist with review and comments on RFP prepared by Consultant and County.
- Assist in developing any best value criteria and scoring criteria.
- Assist in reviewing qualifications and in the selection of the general contractor.
- Assist County and all consultants in developing templates to complete this process.
- During the selection process attend all meetings determined necessary by the County's Contract Administrator.
- Respond to all potential Request for Information (RFI) submitted by any general contractors proposing on this project.

- Submit the appropriate documentation with your firms scoring and evaluation of all general contractors proposing on this project.

Phase 5 – Estimating: Estimating services shall be provided throughout the duration of this Project. Services shall include at a minimum:

- Consultant shall provide any necessary three (3)-page budget estimate as required by the BSCC or other government agencies including, at a minimum, those required for the final approval of the construction documents. This shall include a detailed cost estimate breakdown supporting the three (3)-page budget estimate format.
- Consultant shall review data from the information and estimates provided and shall coordinate data with the updated Budget Summary Table as requested by the BSCC or other government agencies.
- Consultant shall include all estimating for significant change orders throughout the project life.
- Consultant shall include one (1) BSCC approved 30-year life cycle analysis estimate for all new construction.

Phase 6 – Authorities Having Jurisdiction: The Authorities Having Jurisdiction (AHJs) in this Project include: BSCC, DGS, DOF, State Public Works Board (SPWB), CDCR, TRPA, SLT, County, El Dorado County Fire Marshal (EDCFM) and State Fire Marshal (SFM). Consultant is responsible for obtaining all required approvals through one hundred percent (100%) construction documents. In doing so, Consultant shall provide and perform the following:

- Prepare and submit all required plans and documents for the State BSCC, DGS, DOF, SPWB, CDCR, TRPA, SLT, EDC, EDCFM and SFM for review and approval.
- Revise and resubmit as required until final approvals are obtained from all AHJs involved with the Project.

Phase 7 – Procurement Support: Consultant shall assist with interviews and participate in confidential meetings with the contractor teams while they are developing their responses to the RFP.

- Attend pre-bid conference and presentations as determined necessary by County's Contract Administrator.
- Consult with County concerning the determination or acceptability of general contractors proposed substitute materials and systems proposed by bidders.
- Consult with County concerning the determination or acceptability of general contractors' proposed changes in design or approach. Submit clarifications as appropriate.
- Assist in the evaluation of the bids and submissions. Review bids versus any weighted factors and develop a team response for County.

- Respond to questions from County as appropriate. Assist, as necessary, presenting any relevant general contractors selection information to the County Board of Supervisors.

Phase 8 – Construction Administration: Consultant shall assist and consult with County by reviewing construction documents for compliance with Project design intent and program requirements. However, Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the general contractor's work.

- Act as liaison between County, authorities with jurisdiction, the architect and engineers, and other stakeholders to review compliance with design intent, applicable codes, and construction standards.
- Review and take appropriate action on contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design expressed in the Contract Documents.
- County's Project Manager or Construction Manager will review and approve or take other appropriate action upon contractor's Applications for Payment.
- Prepare drawing and specifications exhibits as required for Architects Supplemental Instructions (ASI) and Construction Change Directives (CCD) for changes in work initiated by County.
- Review and take appropriate action upon contractor's RFIs.
- Prepare drawing and specifications exhibits as required for Supplemental Instructions, Proposal Requests and Change Orders (CO) and submit to representatives of the County for their approval.
- Conduct site visits to become generally familiar with the progress and quality of the work completed.
- Provide input to representatives of the County in evaluating Potential Change Orders (PCO) for validity of scope and cost when requested.
- Assist County in preparation of CO's.
- Provide input to representatives of the County in evaluating acceptance or rejection of work when requested.
- Assist in developing a Project punch list.
- Conduct final walk-through of completed work with representatives of the County and the general contractor to review punch list of items requiring correction prepared by the contractor. Attend a follow-up walk-through to observe that punch list items have been corrected.
- Assist representatives of the County in review of contractor's documents, Operations and Maintenance Manuals, warranties, and other required closeout items and confirm all comply with Contract Document requirements.
- Review and take appropriate action on contractor's Deferred Submittals.

- Respond to phone calls and questions regarding design intent advice, substitution requests and RFI, and submittals for conformance to the requirements of the construction documents.
- Provide Substantial/Final Completion assistance.
- Assist in coordination and review of closeout and commissioning vendors and documents.
- Architectural staff will attend weekly construction meetings with the County's Representative and general contractor. Meetings shall be onsite or via teleconference as determined by County.
- Consultant shall perform weekly site visits or as otherwise agreed by County during demolition and construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents and preparing related reports and communications.
- Consultant to conduct walk-through of completed work with representatives of the County and the general contractor to review punch list of items requiring correction and will attend a follow- up walk-through to observe that punch list items have been corrected.

Treanor Inc.

Exhibit B

Payment Schedule

Description of Phase		Phase Milestone	Amount
Phase 1	Project Initiation	5%	\$52,774.50
Phase 2	Building/Site Investigation and Program Completion	8%	\$84,439.20
Phase 3	Construction Documents	40%	\$422,196.00
Phase 4	RFP Development/Procurement	4%	\$42,219.60
Phase 5	Estimating	9%	\$94,994.10
Phase 6	Authorities Having Jurisdiction	5%	\$52,774.50
Phase 7	Procurement Support	4%	\$42,219.60
Phase 8	Construction Administration	25%	\$263,872.50
TOTAL		100%	\$1,055,490.00

All expenses and their distribution among Phases are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Phases identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Treanor Inc.

Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

07/01/2024

Date

Treanor, Inc.

Type or write name of company

Daniel R. Rowe
Daniel R. Rowe (Jul 1, 2024 16:36 CDT)

Signature of authorized individual

Daniel R. Rowe

Type or write name of authorized individual