

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # \*B-2

Urgent  Routine

AGENDA DATE February 7, 2012

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of the Selection of Consultants for On-Call Code Review and On-Call Estimating Services; Approve the Contracts; and Authorize the Project Manager to Sign the Contracts on Behalf of the Board of Supervisors

STAFF RECOMMENDATIONS:

1. Approve the selection of consultants for on-call Code Review and on-call Estimating Services for various Capital Projects efforts.
2. Approve the contracts and authorize the Project Manager to sign the contracts on behalf of the Board of Supervisors.

FISCAL IMPACT:

Both code reviews, which are required by law, and estimating services are critically needed support efforts for each capital project. It is appropriate to seek professional service contracts for both the code review and estimating needs for future capital projects. The cost of such services will be contracted for in advance and this approach will ensure that such services are available if and when any of the individual projects reaches the stage of code review and/or estimating. No funds will be expended until the project budgets are adopted by the Board of Supervisors.

BOARD ACTION AS FOLLOWS:

No. 2012-052

On motion of Supervisor Chiesa, Seconded by Supervisor Withdraw  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withdraw, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

## **DISCUSSION:**

An integral part of the planning and design as well as construction of any capital project is the professional services needed to support each project. Both code reviews, which are required by law, and estimating services are critically needed to support efforts for each capital project.

### Code Reviews

Code reviews are required for each capital project. The code reviewer must review drawings, computations, and additional data for compliance with structural design requirements and the building mechanical, plumbing, electrical and health and safety codes. The code reviewer must:

- Ascertain whether the construction indicated and described is in accordance with the requirements of the technical codes, all pertinent laws, and ordinances;
- Determine if the plans conform to the required strengths, stresses, strains, loads, and stability required by law;
- Determine conformance with use and occupancy classification, general heights and areas, types of construction, fire protection systems means of egress, accessibility, structural design, soils and foundations, and masonry;
- Sign the plans when the plans meet applicable code requirements.

### Estimates

Estimates of the probable cost of construction are an essential tool to direct and control the cost of capital projects. Estimates are often done at the programmatic level to develop Cost models and at the Schematic, Design Development and at the Construction Document Phases to determine if the design is within budget. Estimating Services also participate in Value Engineering (VE) Sessions and in Life Cycle Cost studies.

### Previous Actions Approved by the Board of Supervisors

On April 22, 2008, the Board of Supervisors approved entering into contracts for on-call Code Review and Estimating Services for Capital Projects. The term of the Agreement for both services expired on December 31, 2011.

On November 1, 2011, the Board of Supervisors authorized the Project Manager to issue a Request for Qualifications and Proposals (RFQ-P) for on-call Code Review and Estimating Services relating to Capital Projects, and directed staff to return to the Board of Supervisors to recommend an award. Staff advertised in

Approval of the Selection of Consultants for On-Call Code Review and On-Call Estimating Services; Approve the Contracts; and Authorize the Project Manager to Sign the Contracts on Behalf of the Board of Supervisors

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newspapers and trade journals. Staff also wrote letters to all known estimating firms in the area requesting their proposals.

Recommended Actions

Each individual capital project requires approval by the Board of Supervisors at each major milestone of its development and delivery. Staff recommends the Board of Supervisors approve the following three actions to seek professional service contracts for both the code review and estimating needs for future capital projects:

1. *Approve the selection for on-call code review services with 4-Leaf, Inc. of Pleasanton, California.*

On November 30, 2011, five proposals were received from: Bureau Veritas of Sacramento, California; 4 Leaf, Inc. of Pleasanton, California; Krazan and Associates, Inc. of Sacramento, California; TRB and Associates, Inc. of San Ramon, California; and Wildan Engineering of Sacramento, California. On December 13, 2011, the proposals were fully evaluated and at this time, staff recommends the Board of Supervisors approve the selection of 4 Leaf, Inc of Pleasanton, California as the most responsible respondent that best fits the County's need for on-call code-review services. The proposals were ranked on a point basis as set forth in the RFP. Points were awarded for the ability and skill of the Proposer, qualifications of the proposer in light of the nature of the project, the ability of the proposer to effectuate the work within the time limits required, the character, integrity, reputation, and judgment of the proposer, performance on similar projects, pricing, and any extraordinary factors that may apply aid the County in its ranking. The RFP prescribed a maximum of 87 points. And based upon the criteria, 4 Leaf, Inc scored highest with a score of 86 points.

2. *Approve the selection for on-call estimating services with Sierra West Group of Sacramento, California.*

On November 30, 2011, seven proposals were received: MicroEstimating, Inc. of Walnut Creek, California; Silva Cost Consulting, Inc. of Sacramento, California; Sierra West Group of Sacramento, California; United System Construction System of San Leandro, California; Faithful Gould of San Francisco, California; Cumming of San Francisco, California; Tbd Consultants of San Francisco, California; Vanir of Sacramento, California; and O'Connor Construction Management, Inc. of Pleasanton, California. On January 3, 2012, the proposals were fully evaluated and at this time, staff recommends the Board of Supervisors approve the selection of Sierra West Group of Sacramento, California as the most responsible respondent that best fits the County's need for on-call estimating services.

Approval of the Selection of Consultants for On-Call Code Review and On-Call Estimating Services; Approve the Contracts; and Authorize the Project Manager to Sign the Contracts on Behalf of the Board of Supervisors  
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Similar to the scoring for on call code review, the Proposers were ranked in accordance with criteria set forth in the RFP. The RFP prescribed a maximum of 100 points. And based upon the criteria, Sierra West Group scored highest of all proposals received with 82 points and as a result are recommended for selection as on call code review.

- 3. Approve the contracts and authorize the Project Manager to sign the contracts on behalf of the Board of Supervisors.*

With the Board of Supervisors approval of the selections for on-call code review and on-call estimating services, staff recommends the Board authorize the Project Manager to sign the agreements for professional on-call code review and estimating services. The term of the both agreements will be from the date of approval to December 31, 2014.

**POLICY ISSUES:**

Approval of the action supports the Board's priority of Efficient Delivery of Public Services by contracting for services in advance, ensuring that such services are available when the individual projects reaches the stage where these services are required.

**STAFFING IMPACTS:**

Current Capital Projects staff will supervise the contracts for On-Call Code Review and On-Call Estimating firms. There is no additional staffing impact associated with the recommended actions.

**CONTACT PERSON:**

Patricia Hill Thomas, Chief Operations Officer. Telephone: 209-525-6333

**AGREEMENT  
FOR  
ON CALL CODE REVIEW SERVICES**

This Agreement is made and entered into by and between the **County of Stanislaus** ("County") and **4Leaf, Inc.** ("Consultant"), on February 7, 2012 ("Agreement").

**INTRODUCTION**

WHEREAS, the County has a need for On Call Code Review Services for the County's capital projects; and

WHEREAS, Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

- 1     SCOPE OF WORK. The Consultant shall provide to the County On Call Code Review services for the County's capital projects in accordance with the Scope of Work described in Exhibit A attached hereto and in accordance with work orders which are or will be attached hereto and incorporated herein by this reference ("Work Orders").
- 2     SCHEDULE. Services and work provided by the Consultant shall be performed in a timely manner in accordance with approved Work Orders and as directed by the County's Construction Manager.
- 3     TERM.
  - 3.1     The term of this Agreement shall be from the date of approval of this Agreement until December 31, 2014, unless this agreement is sooner terminated as set forth below.
  - 3.2     Should Consultant default in the performance of this Agreement or materially breach any of its provisions, or become insolvent, the County, at its option, may terminate this Agreement by giving 15 days notification to the other party, provided that Consultant does not cure the default during that period.
  - 3.3     The County may terminate this Agreement for its convenience upon 10 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all services actually performed by the Consultant in accordance with the terms of this Agreement.
  - 3.4     County may terminate this Agreement at any time if any key personnel are no longer available to provide services under this Agreement, and if Consultant does not find a replacement satisfactory to County within 10 days.
- 4     OWNERSHIP OF RECORDS. All documents and drawings prepared or produced by the Consultant under this Agreement are the property of the County. The Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where subsequent changes or uses are not authorized or approved by the Consultant.
- 5     COMPLIANCE WITH LAWS AND REGULATIONS. The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and local laws, ordinances, regulations and resolutions. Consultant agrees to perform the services called for hereunder at a level consistent with the standards of practice observed by persons who hold themselves out as experts performing similar services at the time and in the location as the services hereunder.

6        USE OF SUBCONSULTANTS. If the consultant deems it appropriate to utilize the services of a subconsultant in connection with the performance of the services under this agreement, the consultant will so advise the County and seek the County's prior approval of such retention. Any subconsultant retained by the consultant will be the agent of the consultant, and not the County.

7        CONSIDERATION.

7.1        The Consultant shall be compensated on a negotiated amount for each Work Order. The Consultant shall not exceed the contract limit in each Work Order.

7.2        The compensation to be paid to the Consultant shall be for all labor, material, transportation, insurance, subcontractors and services required under this Agreement.

7.3        Except as expressly provided in this Agreement, the Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, the Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, insurance, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

7.4        The Consultant shall provide the County with a monthly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay within 30 days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, the balance due on the statement, and the balance of funds available under this contract, after subtracting amounts paid to date. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

7.5        County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to the Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of the Consultant. The County has no responsibility or liability for payment of the Consultant's taxes or assessments.

7.6        Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant – not the County – has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

8        REQUIRED LICENSES, CERTIFICATES AND PERMITS. Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Consultant to provide the services and work described in Exhibit A must be procured by the Consultant and be valid at the time the Consultant enters into this Agreement. Further, during the term of this Agreement, the Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by the Consultant at no expense to the County.

9        INSURANCE. The Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

- 9.1 General Liability Insurance. General Liability Insurance with an additional insured endorsement naming the County, its Board, officers, employees and agents as additional insureds, with limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury including personal injury and property damage.
- 9.2 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents, representatives or sub-consultants utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
- 9.3 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. If the policy is a "claims made" policy, such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.
- 9.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.
- 9.5 Deductibles. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses.
- 9.6 Additional Insured Endorsement. Stanislaus County, its Board, officers, officials, employees and volunteers shall be named as additional insureds by separate endorsement on the Consultant's general liability and automobile insurance policy.
- 9.7 Waiver of Right of Subrogation. For Workers' Compensation insurance, the insurance carrier shall waive all rights of subrogation against Stanislaus County, its Board, officers, officials, employees and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement.
- 9.8 Consultant's Insurance is Primary. The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, the Board, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with the Consultant's insurance.
- 9.9 Notice to be Provided In the Event of Cancellation of Insurance. Each insurance policy required by this section shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

- 9.10 Minimum Rating Requirements. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. Lesser ratings must be approved in writing by the County prior to the commencement of work under this Agreement.
- 9.11 Subcontractors shall Maintain Same Levels of Insurance. The Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 9.12 Certificates of Insurance. At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, the Consultant shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 9.13 Miscellaneous. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, the Board, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 10 DEFENSE AND INDEMNIFICATION.

- 10.1 Indemnification: 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, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.
- 10.2 Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.
- 10.3 Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.
- 10.4 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to



this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

11 STATUS OF ON CALL CODE REVIEW

- 11.1 All acts of the Consultant and its officers, employees, agents, representatives, subconsultants and all others acting on behalf of the Consultant relating to the performance of this Agreement, shall be performed as an independent contractors.
- 11.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subconsultants are, and shall represent and conduct themselves as independent contractors and not employees of County.
- 11.3 The Consultant shall determine the method, details and means of performing the work and services to be provided by the Consultant under this Agreement. The Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of the Consultant in fulfillment of this Agreement. The Consultant has control over the manner and means of performing the services under this Agreement.
- 11.4 If in the performance of this Agreement any third persons are utilized by the Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of the Consultant. All terms of retention including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.
- 11.5 Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in County.
- 11.6 It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer-employee relationship, partnership, or a joint venture. As an independent contractor, the Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- 11.7 So long as the County utilizes the services of Consultant, the County agrees not to solicit any employee of the Consultant for employment with the County.

12 RECORDS AND AUDIT.


- 12.1 Consultant shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

- 12.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by the Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 13 NONDISCRIMINATION. During the performance of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, sex, or sexual orientation. The Consultant and its officers, employees, agents, representatives or subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, sections 12900, et seq.) and the applicable regulations promulgated there under in the California Code of Regulations. The Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. The Consultant further agrees to abide by the County's nondiscrimination policy.
- 14 ASSIGNMENT. This is a personal service. This agreement for the services of the Consultant. County has relied upon the skills, knowledge, experience and training of the Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. The Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, the Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County. The County shall not assign its rights under this agreement without the express written consent of Consultant, such consent shall not be unreasonably upheld.
- 15 WAIVER OF DEFAULT. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.
- 16 NOTICE. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which the Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:
- To County: County of Stanislaus  
Chief Executive Office  
Attention: Capital Projects  
1010 10<sup>th</sup> Street, Suite 2300  
Modesto, CA 95354  
Phone: 209.525.4380  
Fax: 209.525.4384
- To Consultant: 4Leaf, Inc.  
2110 Rheem Drive, Suite A  
Pleasanton, CA 94588  
Phone: 925.462.5959  
Fax: 925.462.5958
- 17 SEVERABILITY. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or County statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

- 18 AMENDMENT. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
- 19 INTEGRATION. This Agreement is an integrated agreement and constitutes the entire arrangement agreed to by the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.
- 20 CONSTRUCTION. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 21 GOVERNING LAW AND VENUE. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 22 CONFLICT OF INTEREST. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.
- 23 CONFIDENTIAL. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

4LEAF, INC.

  
 By: Kevin Duggan  
 Title: President

Telephone: 925 462 5959

Fax: 925 462 5958

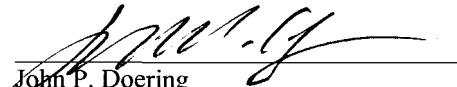
Taxpayer ID

THE COUNTY OF STANISLAUS



Patricia Hill Thomas  
Chief Operations Officer /  
Assistant Executive Officer

Approved as to form:



John P. Doering  
County Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

The actual services to be performed will be determined by Capital Projects staff. Scope of work shall include but not limited to the following areas:

- Review selected capital projects, consisting of drawings, specifications, computations, and additional data for compliance with structural design requirements and the building, mechanical, plumbing, electrical and health and safety codes.
- Ascertain whether the construction indicated and described is in accordance with the requirements of the technical codes, all other pertinent laws and ordinances.
- Determine if plans conform to the required strengths, stresses, strains, loads and stability as per the aforementioned laws.
- Review shall also include: Use and Occupancy Classification, General Building Heights and Areas, Types of Construction, Fire Protection Systems, Means of Egress, Accessibility, Structural Design, Solis and Foundations and Masonry.
- Contractor shall perform the initial plan review and submit comments within 15 business days of receipt to Capital Projects staff.
- Sign the plans if the plans meet applicable code requirements.
- Consultant shall provide all necessary equipment and tools to perform the services.
- Consultant shall provide its own workspace, office and office equipment.
- It is the intent of this solicitation to create an independent contractor relationship between the County and the Consultant and confers no worker's compensation benefits, unemployment compensation benefits or other employment rights or benefits of any type to the Consultant from the County.

**Section 6 – Pricing Proposal**

**Pricing Option # 1 – Percentage Basis**

Plan Check Service	Fee for 1 <sup>st</sup> Review and subsequent rechecks	Hourly rate for onsite and/or greater than 3 reviews offsite (with authorization from Director):
Life Health Safety, Structural, ADA Requirements and Title 24 Energy Requirements Plan Checks	65% of County fee	\$100/hour structural \$80/hour non-structural
Plumbing/Mechanical/Electrical Only Plan Checks	40% of County fee	\$80/hour non-structural
Structural Only Plan Checks	40% of County fee	\$100/hour structural

**Pricing Option # 2 – Hourly Basis**

Structural Review ..... \$100/hour  
 Non-Structural Review ..... \$80/hour  
 Constructability Review ..... QOR

*Larger complex reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.*

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be done monthly
- Work is subject to 4 hour minimum charges unless stated otherwise. Services billed in 4 hour increments
- All billable expenses will be charged at cost plus 20%
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge

**WORK AUTHORIZATION FOR ON CALL CODE REVIEW SERVICES**

No. 1

1 This Work Authorization is entered into as of [\_\_\_\_\_], in accordance with the terms and conditions of that agreement between Stanislaus County and 4Leaf, Inc. dated [\_\_\_\_\_].

2 Description of Services: Provide On Call Code Review Services for the [Name of the Project]

3 Period of Performance: [Starting to Date to Completion Date], as directed by the County's Construction Manager.

4 Contractor will be compensated for work under this Work Authorization as indicated below:

(a) Contractor shall be compensated for work performed or services provided under the Agreement on a time and materials basis, based on the hours worked by the Contractor's employees or subcontractors at the hourly rates specified in a Schedule of Rates agreed to by the parties and attached to this Work Authorization. The specified hourly rates shall include direct salary costs, employee benefits, and overhead.

OR

(b) Contractor shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in the Scope of Work, or in any proposal submitted by the Contractor, that is attached to and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work.

Regardless of the method of compensation indicated above, the total amount of compensation shall not exceed: \$[\_\_\_\_,\_\_\_\_.\_\_\_\_]

5 Funding Source(s): [Oracle Project Name, Fund, And Org]

6 Board of Supervisors Approval Date: [\_\_\_\_\_]; Board Agenda Item: [\_\_\_\_\_].

Dated: [\_\_\_\_\_]

\_\_\_\_\_  
**Stanislaus County**

\_\_\_\_\_  
**4Leaf, Inc.**

**AGREEMENT  
FOR  
ON CALL ESTIMATING SERVICES**

This Agreement is made and entered into by and between the **County of Stanislaus** ("County") and **Sierra West, LLC** ("Consultant"), on February 7, 2012 ("Agreement").

**INTRODUCTION**

WHEREAS, the County has a need for On Call Estimating Services for the County's capital projects; and

WHEREAS, Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

- 1 SCOPE OF WORK. The Consultant shall provide to the County On Call Estimating services for the County's capital projects in accordance with the Scope of Work described in Exhibit A attached hereto and in accordance with work orders which are or will be attached hereto and incorporated herein by this reference ("Work Orders").
- 2 SCHEDULE. Services and work provided by the Consultant shall be performed in a timely manner in accordance with approved Work Orders and as directed by the County's Construction Manager.
- 3 TERM.
  - 3.1 The term of this Agreement shall be from the date of approval of this Agreement until December 31, 2014, unless this agreement is sooner terminated as set forth below.
  - 3.2 Should Consultant default in the performance of this Agreement or materially breach any of its provisions, or become insolvent, the County, at its option, may terminate this Agreement by giving 15 days notification to the other party, provided that Consultant does not cure the default during that period.
  - 3.3 The County may terminate this Agreement for its convenience upon 10 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all services actually performed by the Consultant in accordance with the terms of this Agreement.
  - 3.4 County may terminate this Agreement at any time if any key personnel are no longer available to provide services under this Agreement, and if Consultant does not find a replacement satisfactory to County within 10 days.
- 4 OWNERSHIP OF RECORDS. All documents and drawings prepared or produced by the Consultant under this Agreement are the property of the County. The Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where subsequent changes or uses are not authorized or approved by the Consultant.
- 5 COMPLIANCE WITH LAWS AND REGULATIONS. The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and local laws, ordinances, regulations and resolutions. Consultant agrees to perform the services called for hereunder at a level consistent with the standards of practice observed by persons who hold themselves out as experts performing similar services at the time and in the location as the services hereunder.



6 USE OF SUBCONSULTANTS. If the consultant deems it appropriate to utilize the services of a subconsultant in connection with the performance of the services under this agreement, the consultant will so advise the County and seek the County's prior approval of such retention. Any subconsultant retained by the consultant will be the agent of the consultant, and not the County.

7 CONSIDERATION

7.1 The Consultant shall be compensated on a negotiated amount for each Work Order. The Consultant shall not exceed the contract limit in each Work Order.

7.2 The compensation to be paid to the Consultant shall be for all labor, material, transportation, insurance, subcontractors and services required under this Agreement.

7.3 Except as expressly provided in this Agreement, the Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, the Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, insurance, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

7.4 The Consultant shall provide the County with a monthly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay within 30 days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, the balance due on the statement, and the balance of funds available under this contract, after subtracting amounts paid to date. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

7.5 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to the Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of the Consultant. The County has no responsibility or liability for payment of the Consultant's taxes or assessments.

7.6 Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant – not the County – has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

8 REQUIRED LICENSES, CERTIFICATES AND PERMITS. Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Consultant to provide the services and work described in Exhibit A must be procured by the Consultant and be valid at the time the Consultant enters into this Agreement. Further, during the term of this Agreement, the Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by the Consultant at no expense to the County.

9 INSURANCE. The Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

9.1 General Liability Insurance. General Liability Insurance with an additional insured endorsement naming the County, its Board, officers, employees and agents as additional insureds, with limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury including personal injury and property damage.

- 9.2 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents, representatives or sub-consultants utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
- 9.3 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. If the policy is a "claims made" policy, such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.
- 9.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.
- 9.5 Deductibles. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses.
- 9.6 Additional Insured Endorsement. Stanislaus County, its Board, officers, officials, employees and volunteers shall be named as additional insureds by separate endorsement on the Consultant's general liability and automobile insurance policy.
- 9.7 Waiver of Right of Subrogation. For Workers' Compensation insurance, the insurance carrier shall waive all rights of subrogation against Stanislaus County, its Board, officers, officials, employees and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement.
- 9.8 Consultant's Insurance is Primary. The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, the Board, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with the Consultant's insurance.
- 9.9 Notice to be Provided In the Event of Cancellation of Insurance. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 9.10 Minimum Rating Requirements. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. Lesser

ratings must be approved in writing by the County prior to the commencement of work under this Agreement.

- 9.11 Subcontractors shall Maintain Same Levels of Insurance. The Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 9.12 Certificates of Insurance. At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, the Consultant shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 9.13 Miscellaneous. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, the Board, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 10 DEFENSE AND INDEMNIFICATION

- 10.1 Indemnification: 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, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.
- 10.2 Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.
- 10.3 Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.
- 10.4 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

11 STATUS OF ON CALL ESTIMATING

- 11.1 All acts of the Consultant and its officers, employees, agents, representatives, subconsultants and all others acting on behalf of the Consultant relating to the performance of this Agreement, shall be performed as an independent contractors.
- 11.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subconsultants are, and shall represent and conduct themselves as independent contractors and not employees of County.
- 11.3 The Consultant shall determine the method, details and means of performing the work and services to be provided by the Consultant under this Agreement. The Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of the Consultant in fulfillment of this Agreement. The Consultant has control over the manner and means of performing the services under this Agreement.
- 11.4 If in the performance of this Agreement any third persons are utilized by the Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of the Consultant. All terms of retention including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.
- 11.5 Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in County.
- 11.6 It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer-employee relationship, partnership, or a joint venture. As an independent contractor, the Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- 11.7 So long as the County utilizes the services of Consultant, the County agrees not to solicit any employee of the Consultant for employment with the County.

12 RECORDS AND AUDIT

- 12.1 Consultant shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.
- 12.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by the Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 13 **NONDISCRIMINATION.** During the performance of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical

or mental handicap, medical condition, marital status, age, political affiliation, sex, or sexual orientation. The Consultant and its officers, employees, agents, representatives or subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, sections 12900, et seq.) and the applicable regulations promulgated there under in the California Code of Regulations. The Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. The Consultant further agrees to abide by the County's nondiscrimination policy.

14 ASSIGNMENT. This is a personal services. This agreement for the services of the Consultant. County has relied upon the skills, knowledge, experience and training of the Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. The Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, the Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County. The County shall not assign its rights under this agreement without the express written consent of Consultant, such consent shall not be unreasonably upheld.

15 WAIVER OF DEFAULT. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

16 NOTICE. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which the Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus Chief Executive Office  
Attention: Patricia Hill Thomas  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, CA 95354  
Phone: 209.525.6333  
Fax: 209.525.4033

To Consultant: Sierra West, LLC  
Construction Consultants  
Attention: Mary E. Wallers  
2730 Gateway Oaks Drive, Suite 110  
Sacramento, CA 95833  
Phone: 916.212.1618  
Fax: 916.649.9455

17 SEVERABILITY. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or County statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18 AMENDMENT. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19 INTEGRATION. This Agreement is an integrated agreement and constitutes the entire arrangement agreed to by the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on

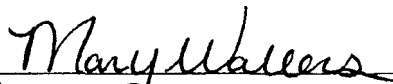
behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

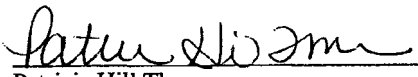
- 20 CONSTRUCTION. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 21 GOVERNING LAW AND VENUE. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 22 CONFLICT OF INTEREST. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.
- 23 CONFIDENTIALITY. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

SIERRA WEST GROUP

THE COUNTY OF STANISLAUS

  
By:  
Sierra West, LLC  
Construction Consultants  
2730 Gateway Oaks Drive, Suite 110  
Sacramento, CA 95833

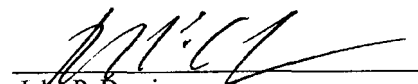
  
Patricia Hill Thomas  
Stanislaus County  
Chief Operations Officer /  
Assistant Executive Officer  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, CA 95354

Telephone: 916-925-4000

Approved as to form:

Fax: 916-649-9455

Taxpayer ID

  
John P. Doering  
County Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

The actual services to be performed will be determined by Capital Projects staff. Scope of work shall include but not limited to the following areas:

- Estimate Probable Construction Cost at various stages of planning including but not limited to Programmatic, Schematic, Design Development, and Construction Documents phase of design.
- Estimate Probable Cost of Change Orders.
- Participate in Value Engineering Sessions
- Participate in Life Cycle Cost Reviews
- Consultant shall provide all necessary equipment and tools to perform the services.
- Consultant shall provide its own workspace, office and office equipment.
- It is the intent of this solicitation to create an independent contractor relationship between the County and the Consultant and confers no worker's compensation benefits, unemployment compensation benefits or other employment rights or benefits of any type to the Consultant from the County.

**EXHIBIT B**  
**SCHEDULE BILLING RATES**

**Litigation:**

Sierra West Group has no litigation to report.

**Pricing Proposal- Typical Rates:**

<b>Team Member</b>	<b>Hourly Rate</b>
Principal	\$150
Sr. Project Manager	\$125
Sr. Project Manager with 11 to 20 years of experience	\$125
Estimator with 6 to 10 years of experience	\$110
Junior Estimator with 2 to 5 years of experience	\$105
Clerical Staff	\$65

**Pricing Proposal- Reimbursable Expenses:**

All proposals include one site visit and meeting. Upon receipt/ notification of work authorization any subsequent meetings/site visits will be included in a not to exceed formatted price proposal.

**Overtime:**

Sierra West Group will not be charging overtime expenses on projects awarded through the County of Stanislaus.

**Travel:**

All proposals include one site visit and meeting. Any subsequent expenses for travel will not exceed 0.54¢ per mile and will be included with the project proposal as a fixed not to exceed amount.

**Percentage Mark Up on Other Direct Costs:**

SWG will not be using outside consultants for projects awarded through the County of Stanislaus. If the need to utilize an outside service arises SWG will not place any mark up to the direct cost.



**WORK AUTHORIZATION FOR ON CALL ESTIMATING SERVICES**

No. 1

- 1 This Work Authorization is entered into as of [\_\_\_\_\_], in accordance with the terms and conditions of that agreement between Stanislaus County and Sierra West, LLC dated [\_\_\_\_\_].
- 2 Description of Services: Provide On Call Estimating Services for the [Name of the Project]
- 3 Period of Performance: [Starting to Date to Completion Date], as directed by the County's Construction Manager.
- 4 NOT TO EXCEED: \$[\_\_\_\_,\_\_\_\_.]
- 5 Funding Source(s): [Oracle Project Name, Fund, And Org]
- 6 Board of Supervisors Approval Date: [\_\_\_\_\_]; Board Agenda Item: [\_\_\_\_\_].

Dated: [\_\_\_\_\_]

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**Stanislaus County**

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**Sierra West, LLC**