



# SUTTER COUNTY

## DEVELOPMENT SERVICES DEPARTMENT

Building Inspection  
Code Enforcement

Planning  
Environmental Health

Fire Services  
Engineering

Road Maintenance  
Water Resources

**BOARD MEETING: MAY 22, 2018**

**PWSS REVIEW: MAY 10, 2018**

**TO: PUBLIC WORKS / SUPPORT SERVICES COMMITTEE**

**FROM: NEAL HAY, P.E., DIRECTOR**

**SUBJECT: AWARD AN INDEPENDENT CONTRACTOR AGREEMENT FOR CONSULTANT DESIGN SERVICES FOR THE CASA DE ESPERANZA RECONSTRUCTION PROJECT; AUTHORIZE THE DIRECTOR OF DEVELOPMENT SERVICES TO EXECUTE ALL CONTRACT DOCUMENTS**

**Recommended Action:** That the Public Works / Support Services Committee recommends the Board of Supervisors:

- 1) Awards an Independent Contractor Agreement in the amount of \$105,000 to Thornton Tomasetti, San Francisco CA, to prepare the Plans, Specifications and Estimate for the reconstruction of the Casa de Esperanza structure; and
- 2) Authorizes the Director of Development Services to execute the agreement and all documents related to the administration of the agreements in accordance with the provisions of the County's Purchasing Guidelines and the State Public Contract Code.

**Background:** The County of Sutter financially assists the operation of Casa de Esperanza which supports women and children in our community. Casa de Esperanza provides protection and education for victims of domestic violence, sexual assault and child abuse. It has been providing services in the Northern California counties of Colusa, Sutter and Yuba along with Beale Air Force Base since 1977. It has built and maintained relationships with area agencies, advocacy groups, and service providers and it utilizes staff and volunteers from diverse populations to accomplish the mission.

**Discussion:** On April 9, 2016 the Casa de Esperanza structure, which the County owns, located at 820 Cooper Avenue experienced a fire which destroyed a portion of the first floor, second floor and roof along the Southwestern portion of the building. The existing building is a two-story Victorian wood framed residential structure that was originally built in the 1890's. Subsequently, the structure has been visited by County personnel from General Services and Development Services as well as the County's insurance agent, Trindel Insurance Fund. Additionally, architects and engineers visited the site to assess its condition and suitability for rehabilitation.

The attached draft contract with Thornton Tomasetti includes their scope of services to prepare the construction documents to repair and reconstruct the structure and comply with the current Building Codes. Their work will require the Department to contract separately for additional services such as geotechnical testing, mechanical / electrical / plumbing engineering and cost estimating. Once the documents are complete, the Department will return before the Board seeking the approval to solicit bids for the construction.

**Countywide Goals & Top Priorities Compliance:** Reconstruction of the Casa de Esperanza structure supports:

Goal D: Provide responsive and cost-effective social services (with measurable results) to an increasingly diverse and complex society.

**Prior Board Action:** November 14, 2017, the Board approved a budget amendment authorizing the acceptance and appropriation of insurance proceeds of \$525,698 and General Fund in the amount of \$324,302.

**Board Alternatives:** No viable alternative recommendations are available. The County has met with representatives from Casa de Esperanza and the existing location is the best alternative at this time. The facility has been inspected by the County's insurance company as well as the design consultant and both feel that reconstructing the facility is the best option.

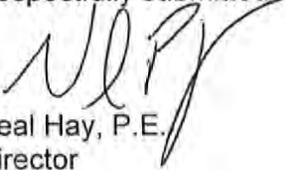
**Other Department and/or Agency Involvement:** The Department has coordinated the project with assistance from the County's Insurance Broker, Trindel Insurance Fund, and the General Services Department. The County Counsel's Office has reviewed the draft Independent Contractor Agreement.

**Action Following Approval:** The Department will provide the agreement to the consultant for execution.

**Fiscal Impact:** The approval of this Agreement has no further impact on the General Fund. The Budget Amendment approved on November 14, 2017, appropriated funds to 0016-1810-00-54200/C1718100001-54200 (Capital Asset – Structures & Improvements) which will cover the Agreement expenditures. All eligible project costs will be funded from the County's insurance award for the project.

**Attachments:** Draft Independent Contractor Agreement with Thornton Tomasetti

Respectfully submitted



Neal Hay, P.E.  
Director



# SUTTER COUNTY

## DEVELOPMENT SERVICES DEPARTMENT

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Building Inspection  
Code Enforcement

Planning  
Environmental Health

Fire Services  
Engineering

Road Maintenance  
Water Resources

### INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Sutter County, a political subdivision of the State of California ("County"), and *Thornton Tomasetti* ("Consultant").

#### RECITALS:

- A. County has determined that it is desirable to retain Consultant to provide architectural and structural engineering design services to the Sutter County Development Services Department, for the construction documents for the Casa de Esperanza Reconstruction Project; and
- B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and
- C. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

#### AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant to perform all the professional services described in Exhibit "A" which is attached hereto and incorporated herein by this reference which shall include the architectural design and structural engineering to generate the necessary construction documents for the reconstruction of the Casa de Esperanza structure located at 820 Cooper Avenue, Yuba City CA ("Services").
2. Term. Services under this Agreement shall commence on *May 23, 2018*, and shall continue until *October 1, 2018*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.
3. Compensation.
  - A. The compensation to be paid by County to Consultant for the professional services described in Exhibit "A" shall be the Fixed price set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference.

B. To the extent that Consultant is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of

the County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with the County's Travel and Business Expense Policy.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed *One-Hundred Five Thousand dollars (\$105,000.00)*.** The County shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Consultant agrees to testify at County's request if litigation is brought against County in connection with Consultant's work. Unless the action is brought by Consultant or is based upon Consultant's negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Consultant shall submit invoices for services rendered during the preceding month. Consultant shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

**If to the County:**

*Neal Hay, PE, Director  
Development Services Department  
1130 Civic Center Boulevard  
Yuba City, California 95993  
Telephone: (530) 822-7400*

**If to Consultant:**

*Ruchika Kaur, PE, SE, LEED AP, Sr. Project Manager  
Thornton Tomasetti  
650 California Street, Suite 1400  
San Francisco CA 94108  
Telephone: (415) 365-6900*

Notice shall be effective upon receipt.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

7. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Consultant.

8. Subcontracting and Assignment. Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting

same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

11. Insurance. Without limiting Consultant's indemnification of the County, Consultant shall provide and maintain at its own expense and keep in force during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Workers' Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.

Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$1,000,000 covering bodily injury and property damage; General Aggregate limit of \$2,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form.

Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.

Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than \$1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Sutter County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Consultant's start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, Consultant shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, Consultant shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Consultant shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

(i) Name Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers' Compensation and Professional Liability.

(ii) Be primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by Sutter County shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

(iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available "Best's Insurance Guide."

(iv) Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.

(v) Provide a waiver of subrogation in favor of Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.

(vi) Provide defense in addition to limits of liability.

Upon execution of this Agreement and each extension of the Term thereafter, Consultant shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Sutter County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Sutter County's additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers' compensation and professional liability policies. Consultant shall also furnish Sutter County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to Sutter County's address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the County of Sutter before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as Sutter County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.

12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Consultant's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Consultant from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Consultant.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Consultant shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Consultant of any defect in Consultant's performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Consultant shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Consultant's records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

16. Employment Practices. Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, or an authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total

of which, exceeds fifty-thousand dollars (\$50,000) for personal services contracts or forty-five thousand dollars (\$45,000) for public works contracts.

18. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

19. Compliance With Law. Consultant shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. Prevailing Wages. To the extent that any of the work performed under this Agreement is a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Consultant shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws. In the event Consultant fails to do so, Consultant shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. Conflict With Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement. This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

26. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF SUTTER

CONSULTANT

By: \_\_\_\_\_  
Neal Hay  
Director

By: \_\_\_\_\_  
Authorized Representative

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
William J. Vanasek  
Assistant County Counsel, Sutter County

Exhibits:  
Exhibit A – Scope of Work  
Exhibit B – Fee Schedule

**EXHIBIT “A”**  
**SCOPE OF WORK / PROPOSAL**

Via email: [afischer@trindel.org](mailto:afischer@trindel.org)

April 20, 2018

Andrew Fischer  
Claims Manager  
**TRINDEL INSURANCE FUND**  
P.O. Box 2069  
Weaverville, CA 96093  
1.530.623.2322

**RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
CASA DE ESPERANZA, YUBA CITY, CA**  
Thornton Tomasetti Project No U18011

Dear Andrew,

Based on a phone conversation with you (the Client) and Neal Hay from the County of Sutter Development Services Department on March 30, 2018, Thornton Tomasetti, Inc. (TT) is pleased to submit this Proposal to provide Structural Engineering and Architectural services for Casa de Esperanza (the Project).

## I. PROJECT DESCRIPTION

The Casa De Esperanza is a two-story circa 1900 building located at 820 Cooper Avenue in Yuba City, CA. It is currently utilized as a domestic shelter for women, serving the counties of Sutter, Yuba and Colusa, and Beale Air Force Base. The original building was built between 1890 and 1925. The main structure has undergone several alterations with two wing additions completed in the 1980s, constructed to the south of the original structure. The original building and the two wing additions are light-framed wood structures.

On April 9, 2016, a fire event was reported to have started in a bathroom located in a shed addition of the original building. The structure sustained fire damage in the western portion of the original building.

The following is a list of parties involved in the insurance claim, and the associated claim number for this project.

INSURER:	AIG
CLAIM NO.:	4637157352US
INSURED:	COUNTY OF SUTTER
LOSS LOCATION:	YUBA CITY, CA
DATE OF LOSS:	APRIL 9, 2016
LOSS TYPE:	FIRE LOSS
ADJUSTER:	MCLARENS/002.039195.00.S

## II. THORNTON TOMASETTI'S CAPABILITIES AND SERVICES

TT works as an integrated firm in which expertise across all our offices and practices can be brought to bear on the evaluation, design and construction of a project of any type, scale or complexity. As illustrated in Exhibit F – Thornton Tomasetti's Capabilities and Services, which summarizes our practices, TT is uniquely qualified to assist the County of Sutter and Casa de Esperanza team in achieving its goals.

## III. SCOPE OF SERVICES

Our Scope of Services for this Project is to produce Architectural and Structural repair construction documents. The details of the Scope of Services are summarized in Exhibit A and Exhibit B.

## IV. PROJECT DELIVERY METHOD AND SCHEDULE

### A. Project Delivery Method

Our basic fee listed below is based on a traditional delivery method; defined here as the simultaneous issuance of construction/bid documents from all design consultants.

### B. Schedule:

This proposal is based on the following schedule assumed by TT.

Structural Construction/Permit Documents Phase      3 months (May 2018 thru July 2018)

Architectural Construction/Permit Documents Phase      3 months (May 2018 thru July 2018)

## V. FEES

### A. Basic Fee

1. Based on the above assumed schedule and Project delivery method, we propose to provide the Scope of Services in Exhibit A for the lump sum fee of \$44,500 (FOURTY FOUR THOUSAND FIVE HUNDRED DOLLARS), and the Scope of Services in Exhibit B for the lump fee of 60,500 (SIXTY THOUSAND FIVE HUNDRED DOLLARS), plus reimbursable expenses.
2. TT invoices for the Basic Fee will be invoiced proportional to completion of TT's Scope of Work.

RE: CASA DE ESPERANZA, YUBA CITY, CA  
April 18, 2018

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**B. Expenses**

The following expenses are in addition to the Basic Fee and will be billed to the Client at our cost:

1. Travel, out-of-town living and related expenses, printing, courier service, and express mail.
2. Deliverables and reviewed submittals will be transferred via electronic means whenever possible. Plotting and reproductions requests by Client or Owner will be electronically forwarded to an outside reproduction facility, and the cost will be charged to the Client.
3. Fees and expenses for securing approvals of governing authorities having jurisdiction over the Project.
4. Consultants, physical models, 3-dimensional flythrough and special presentation materials.

**C. Payment**

TT will invoice the Client on a monthly cycle for fees and expenses. Payments will be due from the Client to TT within 30 days of the invoice date.

**VI. ADDITIONAL PROVISIONS**

Exhibit C – Client Responsibility

Exhibit D – Additional Services

Exhibit E – Assumptions and Limitations

**VII. TERMS AND CONDITIONS**

Thornton Tomasetti, Inc. Standard Conditions for Investigation and/or Design Services are attached hereto and made a part of this Proposal.

Upon authorization to proceed, unless notified otherwise in writing, we will provide our services under the terms of this Proposal.

TT reserves the right to revise the terms of this Proposal if a notice to proceed has not been received within three months of the date of this Proposal.

RE: CASA DE ESPERANZA, YUBA CITY, CA  
April 18, 2018

We look forward to your favorable response and an opportunity to provide our services. Please call if you have any questions.

If the above meets with your agreement, kindly sign and return one copy of this letter agreement, keeping one for your records.

Sincerely,

THORNTON TOMASETTI, INC.



Brian Shen  
Vice President



Helen Herbert  
Associate



Ruchika Kaur  
Senior Project Engineer

**ACCEPTED BY:**

**Trindel Insurance Fund**

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

- Encl: Exhibit A – Scope of Structural Engineering Services
- Exhibit B – Scope of Architectural Services
- Exhibit C – Client Responsibility
- Exhibit D – Additional Services
- Exhibit E – Assumptions and Limitations
- Exhibit F – Thornton Tomasetti’s Capabilities and Services
- TT Conditions for Investigation and/or Design Services

## EXHIBIT A SCOPE OF STRUCTURAL ENGINEERING SERVICES

The services will consist of:

### 1. CONSTRUCTION DOCUMENTS PHASE

- A. **Basic Scope** – Based on the information provided and a code review analysis performed in February 2018, TT understands our scope to include the following:
  - i) Identify the fire damaged structural elements and provide a structural repair scheme for the fire damaged elements.
  - ii) Provide retrofit details for the deteriorated load bearing brick masonry basement walls.
  - iii) Provide bracing details for the wood-framed cripple walls in the basement.
  - iv) Provide details for removal of the unbraced brick chimneys.
- B. **Site Visit** - Attend one site visit for comprehensive documentation of the structure.
- C. **Meetings** – Participate in one in-person meeting with the County representatives and Tenant. Participate in other meetings via teleconference in Project meetings and work sessions related to the structure.
- D. **Deliverables**
  - i) **Drawings** – Provide superstructure fire loss repair drawings for use as Construction Documents and for bidding. Assist with coordination of the Structural design with the Architectural and MEP disciplines.
  - ii) **Specifications** – Provide specifications for use as Contract Documents and for bidding and construction.
- E. **Permitting** – Provide signed and sealed drawings and assist in obtaining building permits for the Structural Construction Documents package.
- F. **Bidding** - Respond to questions regarding clarifications, scope requirements, and respond to RFI's during bidding phase.

### 2. STRUCTURAL CONSTRUCTION PHASE

- A. Construction Administration support is not included in this Scope of Services.

## EXHIBIT B SCOPE OF ARCHITECTURAL SERVICES

The services will consist of:

### 1. SCHEMATIC AND DATA GATHERING PHASE

- A. **Basic Scope** – Prepare sketches and schematic design drawings including, a site plan, plans of each floor, roof plan, and drawings or photographs of each major elevation affected by the repair. Coordinate with MEP consultant as required. Prepare Basis of Design document for proposed materials and finishes.
- B. **Meetings** – Participate in one in-person meeting with the County representatives and the Tenant to discuss preliminary design, layout and program options. Participate in other meetings via teleconference to review and finalize design and layout.
- C. **Site Visit**- Attend one site visit for comprehensive documentation of the structure.

### 2. CONSTRUCTION DOCUMENTS PHASE

- A. **Approved Schematic Development** – Based on the approved Schematic Documents, TT shall proceed into the Construction phase.
- B. **Deliverables**
  - i) **Drawings** – Provide superstructure fire loss repair drawings for use as Construction Documents and for bidding. Assist with coordination of the Architectural design with the Structural and MEP disciplines.
  - ii) **Specifications** – Provide specifications for use as Contract Documents and for bidding and construction.
- C. **Meetings** – Participate via teleconference in Project meetings and work sessions related to the structure.
- D. **Permitting** – Provide signed and sealed drawings and assist in obtaining building permits for the Architectural Construction Documents package.
- E. **Bidding** - Respond to questions regarding clarifications, scope requirements, and respond to RFI's during bidding phase.

### 3. ARCHITECTURAL CONSTRUCTION PHASE

- A. Construction Administration support is not included in this Scope of Services.

**EXHIBIT C**  
**CLIENT RESPONSIBILITY**

To facilitate the seamless progression of the Project, TT's proposal is based on the assumption that the Client will be responsible for the following information:

1. The Client to retain a licensed Geotechnical Engineer to perform a geotechnical investigation and to provide a comprehensive Geotechnical Report, including recommendations of foundation and site excavation systems appropriate to the site conditions and Project requirements, if necessary.
2. The Client to retain a Cost Consultant to perform cost estimates at milestone dates agreed upon by the Design Team, Construction Manager and the Owner.
3. The Client to hire a Testing Agency for the Project, if necessary.
4. The Client to retain a MEP consultant for the Project.
5. At the completion of each phase, the Client to provide authorization to the Design Team to proceed to the next phase. Once this authorization is provided any revisions to previous work resulting from Owner changes or budgetary considerations will be treated as additional services.
6. The Client to provide reports, drawings and topography survey results of existing conditions. Provide all applicable available existing drawings, specifications, shop drawings, photographs, materials submittals and other building data.
7. The Client to advise TT at the time of the Project's commencement of the Owner's Project requirements and budget constraints.
8. The Client to provide copies of letters and memoranda pertaining to the work of the design and construction consultants, multi-discipline design drawings, specifications, and other data as necessary to perform our services.
9. The Client to provide access to the Project to the extent required to perform our Architectural and Structural Engineering services.

It is understood that TT has the right to rely on the accuracy and completeness of data and information furnished to TT.

## EXHIBIT D ADDITIONAL SERVICES

While TT is capable of performing many of the following services, they are not included in the proposed Scope of Services and are not included in the Basic Fee. If requested, we would be pleased to provide separate proposals for these services.

1. Field investigations made necessary due to insufficient drawings and documentation of the existing structure or materials.
2. The preparation of a scope for testing of the existing materials or verifying the as-built environment beyond visual observations.
3. Providing seismic or gravity retrofit design of the existing structure which may be triggered by the repair(s), addition(s) and/or alteration(s) to the existing structure as required by the Project.
4. Providing Construction Administration or Construction Support services.
5. Providing temporary shoring design to support the existing structure during construction.
6. The preparation of a scope for testing of the existing materials or verifying the as-built environment beyond visual observation.
7. Providing design for elements outside the building footprint, such as site structures monuments, permanent seating, signage structures, lighting structures, and related foundations, landscape walls, retaining walls, security structures and foundation (bollards and planters), pads, and pavements.
8. Addressing future facilities, systems, and equipment and tenant modifications that are not identified in the scope of work.
9. Addressing existing conditions at the Project site and the adjacent sites not identified to TT prior to this proposal.
10. Accommodating significant scope changes including, but not limited to, difference in the Project scope, area, cost, schedule, or delivery method, and design assumptions included in the Construction Documents, and revisions to architectural and/or MEP components that affect the structural system.
11. Indicating measurements of existing conditions on TT drawings.
12. Providing an as-built or "record" set of drawings.

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13. Performing site visits or attending site meetings beyond the number listed in the Scope of Service.
14. Revisions to work that have already been completed and approved.
15. Services provided either after the issuance of the final Certificate of Payment for construction or 60 days after the date of Substantial Completion of the work, whichever occurs first.
16. Assisting in the value engineering effort and scope reduction.
17. Development of 3D Models or renderings.
18. Assessing qualifications of bidders, and reviewing and commenting on sub-contractors bid information.
19. Value-added services, as described in TT's Capabilities and Services, can be provided by TT as additional services, including but not limited to:
  - A. Construction Engineering Services including connection design, shop drawings and erection engineering
  - B. Façade Engineering Services
  - C. Sustainability Services
  - D. Renewal, Forensics or Property Loss Consulting Services including Monitoring of adjacent structures or Demolition documentation of existing structures on site]

**EXHIBIT E**  
**ASSUMPTIONS AND LIMITATIONS**

1. Seismic and gravity retrofit of the existing structure: TT understands that the intent of the Project is to implement any repair (s), addition(s) and alteration(s) to the existing building(s) in a manner to avoid triggering a seismic or gravity retrofit of the existing structure; TT's basic scope of services has been established with that understanding. TT will provide structural input to the Project team to help identify the thresholds to avoid triggering code mandated retrofits. Should the Project require seismic or gravity retrofits to the existing structure, TT will design and detail the required retrofits as an additional service.
2. Curbs and housekeeping pads: These items will be indicated on the MEP Drawings. TT will assist the MEP by providing design recommendations in response to specific inquiries.
3. Temporary Conditions: The temporary excavation and dewatering systems and any other temporary system required for construction will be entirely designed and detailed by the Contractor.
4. Right to Stop Work: If payment is not received by TT on the due date listed on each invoice, and if such default continues for 20 days, TT may elect to stop work until all amounts owed are received.

## EXHIBIT F THORNTON TOMASETTI'S CAPABILITIES AND SERVICES

TT provides engineering design, investigation, consulting and analysis services to clients worldwide on projects of every size and complexity. Our integrated practices can address the full life cycle of a structure. TT, dating back to 1949, is a 1,200-person organization of engineers, architects and other professionals collaborating from offices across the United States and in Asia-Pacific, Europe, Latin America and the Middle East. In September 2015, Weidlinger Associates became a part of TT, enhancing the breadth and depth of our services.

**FORENSICS:** We assist attorneys, property managers, building owners, contractors and designers with a wide range of forensic services. As designers, we evaluate for standard of care; as forensic specialists, we seek root cause; as problem solvers, we seek resolution. We provide reports, expert testimony, calculations / drawings and computer models and simulations.

**WEIDLINGER APPLIED SCIENCE:** The practice leverages a unique combination of technologies and expertise to engineer practical solutions to problems of national and international importance. We apply expertise in solid and fluid dynamics, material science, acoustics, risk assessments and computational simulation methods to solve complex problems. We perform research, mathematical modeling, software development and design to manage risks to life safety in military platforms and installations, critical infrastructure, tall buildings, public facilities, industrial and petro-chemical plants, and automotive and airborne vehicles. Military, government, corporate and academic clients value the validation of Weidlinger Applied Science's software and the critical insights gained from correlating analysis with testing. Our sixty-five-year record of proven success is driven by the sustained focus of our uniquely qualified and experienced staff of engineers and scientists.

**RENEWAL:** Our experts provide building owners and managers with a wide range of envelope, structural, mechanical, electrical, plumbing and fire protection services. We conduct performance investigations, condition assessments, prepurchase due diligence surveys, feasibility studies and peer reviews. We design repairs, renovations and alterations and oversee their execution.

**PROPERTY LOSS CONSULTING:** Our specialists work with insurance companies to analyze risks and claims arising from natural or man-made perils. Our experienced multidisciplinary staff of structural engineers, architects and mechanical, electrical and plumbing engineers provides investigation, cause and origin analysis, assessment for reoccupancy of damaged buildings, building code upgrade analysis and specialized claim response. We also provide expert reports and testimony based on our investigations.

**STRUCTURAL ENGINEERING:** We collaborate with architects, owners and builders to design elegant solutions for challenging projects of all types – from the tallest buildings and longest spans to inventive structures and expansion projects. We focus on achieving the optimal balance among the demands of form, function, constructability, sustainability, schedule and budget.

**CONSTRUCTION ENGINEERING:** We offer advanced project delivery services to provide owners and contractors with complete and detailed information to improve the project schedule. We create customized project delivery strategies including integrated modeling, connection design, erection engineering and full-time field representation, to meet the specific needs of each project and client.

**WEIDLINGER PROTECTIVE DESIGN:** The practice's 50 years of experience in providing physical security analysis, advice and design – to architects, building owners, developers, and public agencies – makes us the premier provider of protective design services. We assess vulnerability to multiple hazards and provide balanced and economical mitigation for every type of structure. We collaborate with team members to achieve appropriate solutions that also uphold each project's aesthetic and budgetary goals, crafting solutions that provide the required protection without compromising unique architectural features.

**FAÇADE ENGINEERING:** Our team applies expertise in systems and materials to integrate façade design and structural design in new buildings, renovations and recladding projects. We help solve complex design challenges, improve constructability, maximize efficiency and increase security. Our skill in 3D parametric and building information modeling allows us to work directly with manufacturers to design, engineer and install these systems.

**SUSTAINABILITY:** We partner with clients to integrate green solutions into the design, construction and operation of buildings, reducing their impact on the environment throughout the building life cycle. We use whole-systems thinking and analytic tools to develop solutions that balance design, economic, social and environmental factors. We provide sustainable design strategies, energy analysis, green building certification consulting, and education and training.

**WEIDLINGER TRANSPORTATION:** We specialize in analysis, design, construction inspection, evaluation, monitoring and rehabilitation for a wide variety of transportation infrastructure. Our experience encompasses aviation facilities, bridges, cruise terminals and waterfront facilities, rail and intermodal transit stations, streetscapes and tunnels. We offer a wide range of expertise to support client needs for both new and existing transportation structures.

**SWALLOW ACOUSTICS:** The acquisition of Swallow Acoustics in early 2017 bolsters TT's structural engineering and forensics practices with 37 years of experience in acoustics design and noise and vibration analysis and control. We provide a full spectrum of acoustics services including architectural acoustics; environmental, industrial and mechanical noise control; acoustic and vibration testing; vibration control; construction vibration assessment and monitoring; and expert opinion and expert testimony. TT has collaborated on many projects with SACL since 1988, particularly on the design of tuned mass dampers, a device used to help stabilize buildings against wind sway and other kinds of motion.

**KINETIC STRUCTURES:** We provide integrated design for moveable building elements such as retractable roofs, operable walls and doors, and convertible seating. Our capabilities are enhanced by access to in-house façade engineers, sustainability consultants and construction support specialists.

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**OPERATIONAL/TECHNICAL SECURITY SERVICES:** Our security solutions protect the critical assets and investments of our clients. We use a variety of assessment methods to identify threats, vulnerabilities, and risks and implement seamless security and technology roadmaps that mitigate risk without distracting from primary business functions. Our team of proven experts – in counter-terrorism, counter-theft, cybersecurity, electronic security and physical security – customize solutions for any project in any environment.

**EXHIBIT “B”**  
**FEE SCHEDULE / PROPOSAL**