

## C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Hibser Yamauchi Architects, Inc.  
("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on December 11, 2018, and end on December 31, 2020, unless sooner terminated as specified herein.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

**6. Termination.**

The number of days of advance written notice required for termination of this contract is 30.

**7. Specific Terms and Conditions (check one)**

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

**8. Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: John Guertin

Title: Resource Management Agency Director

Address: 2301 Technology Parkway

Hollister, California 95023

Telephone No.: 831-636-4170

Fax No.: 831-636-4176

Contract Administrator for CONTRACTOR:

Name: Ken Yamauchi

Title: Principal

Address: 4602 2<sup>nd</sup> Street, Suite 3

Davis, CA 95618

Telephone No.: 530-758-1270

Fax No.: 530-758-4789

**SIGNATURES**

APPROVED BY COUNTY:

\_\_\_\_\_

Name: Anthony Botelho

Chair, County Board of Supervisors

Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:

 \_\_\_\_\_

Name: Ken Yamauchi

Title: Principal

Date: 11/29/18

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

 \_\_\_\_\_

By: G. Michael Ziman, Deputy County Counsel

Date: December 3, 2018

## ATTACHMENT A

### SCOPE OF SERVICES

CONTRACTOR shall provide architectural and engineering services including Construction Documents through Construction Administration, for the development of a new modular-built single-story Behavioral Health Center of 17,212 +/- total sq. ft. The new modular building will be situated on the vacant lot east of the existing building which currently houses the Behavioral Health department at 1131 San Felipe Rd., Hollister, California. Site work will include landscaping, site lighting, fire truck access, public/staff parking and installation of new underground utilities to tie into the existing utilities that run beneath the frontage road parallel to San Felipe Rd.

#### SCOPE OF WORK

##### Architectural

###### Construction Documents Phase

1. **Introductory Meeting:** CONTRACTOR will conduct an introductory meeting, introducing all staff consultants, and Modular company and their scopes of work and responsibility to County. Prior to the introductory meeting CONTRACTOR will deliver a preliminary "overall project schedule" and "construction budget" to County for review and approval. CONTRACTOR will introduce their lead project manager and project team at their introductory meeting and distribute a contact sheet listing all team members with phone numbers and email addresses.
2. **Information Sharing:** CONTRACTOR will accept all documents, reports, drawings, and surveys provided to them by County and shall distribute them to Modular company and CONTRACTOR sub-consultant team.
3. **Telecommunications & Data:** CONTRACTOR and the Modular company will work with County's IT Manager to develop all necessary design drawings for telecommunications and data. Drawings shall include not only plans, but elevations to show correct and coordinated placement of all fixtures, racks, receptacles, bus trays, etc. Preliminary drawings and information provided by the County's Information Technology (IT) will utilize CONTRACTOR background sheets to establish the final drawings. Coordination meetings with the County's IT Manager will direct the final layout and necessary information needed per drawing sheet to satisfy all County IT requirements.
4. **Cooperative Work Sessions:** CONTRACTOR will conduct at a minimum three (3) formal work sessions with County directors, representatives and staff, to review their scope requirements and wishes for the new clinic.
5. **Specifications:** CONTRACTOR will provide Specifications which identifies major building systems and construction materials.
6. **Existing Engineering & Performance Details:** CONTRACTOR will provide detailed engineering and performance information of the existing site infrastructure, new site utilities, and services.
7. **Coordination with Modular Building Architecture & Engineering design team, and coordination with CONTRACTOR consultants.**
8. **Progress Meetings:** CONTRACTOR will attend at a minimum three (3) meetings with County representatives to review the drawings and make recommendations before moving to the subsequent Bid/Award phase. CONTRACTOR will conduct these formal work-sessions and will prepare a check list of the program and project information to show that what has been developed is commensurate with the design development phase and program requirements. CONTRACTOR will develop an agenda, conduct the meeting, document the results, and will facilitate the work-sessions with County involvement.
9. **Hard Deliverables for the Programming & Schematic Phase:**
  - a. Construction Documents / Specifications / 3D images-illustrations
  - b. Updated construction estimate
  - c. Updated Project schedule
  - d. Materials Sample Board

10. Wrap up of CD Phase: CONTRACTOR and County shall meet before moving to the subsequent Bid/Award phase where documents and drawings shall be thoroughly reviewed. CONTRACTOR will conduct these formal design review work-sessions and will prepare a check list of the program and project information to show that what has been developed is commensurate with the design development phase and program requirements. CONTRACTOR will develop an agenda, conduct the meeting, document the results, and will facilitate the work-sessions with County involvement.

#### **Permitting**

1. We will submit to the primary agency having jurisdiction – San Benito County, Local Fire, HCD.
2. We will respond to comments and update our documents.

#### **Bid Administration & Construction Contract Award**

1. CONTRACTOR will assist County during the Bid and Contract award phases, assisting with the Pre- Bidders Meeting(s), answering Requests for Information and inquiries, issuing Clarifications, attending the Bid Opening with its consultants and co-coordinating with the County to evaluate all bids, provide analysis and review of the bids and how they compare to the construction industry's current bidding climate.

#### **Construction Administration Phase**

1. Initial site visit for kick-off meeting.
2. CONTRACTOR will provide a review, comments, and direction for submittals, requests for information, general contractor monthly progress billing, change orders, sample finishes, agency interface, review and approval of shop drawings, as-built drawings, fabrication drawings, mix designs, and review and approval of all on & off-site materials.
3. CONTRACTOR will review and approve all construction materials, equipment, supplies, finishes, and hardware for conformity.
4. CONTRACTOR will perform subcontractor and vendor site visits as required to approve the fabrication, construction, and assembly of any component or applications related to the project as necessary.
5. CONTRACTOR will attend weekly or bi-weekly Construction Administration meetings, other disciplines to attend as needed.
6. CONTRACTOR will conduct and issue a "Punch List" in co-ordination with LLC.

#### **Civil**

1. Provide Construction Documents
2. Provide Construction Administration services.

#### **Landscape**

1. Review existing clinic site and note surrounding landscapes and trees for possible use in blending character.
2. Meet with maintenance or clinic manager for irrigation controller location and other site management concerns.
3. Provide Construction Documents
4. Provide Construction administration services.

#### **Structural**

1. Provided by modular building manufacturer.

#### **Mechanical/Plumbing**

1. Provide Construction Documents.
2. Provide Construction Administration services.

#### **Electrical**

1. Provide site/building power
2. Provide site lighting and controls

3. Provide fire alarm design
4. Provide white noise design
5. Provide visual call system device layout with performance specifications
6. Provide Construction Documents.
7. Provide Construction Administration services.

#### Security

1. Provide design of security systems, including personal duress and security intercom systems
2. Provide recommendations for physical & electronic security systems and measures that are compatible with the project needs & budget
3. Provide Construction Documents

#### Cost Estimating

1. Provide Cost Estimate at end of Construction Documents

#### EXCLUSIONS

1. Geotechnical Engineering Services
2. San Benito County Design Review Fees
3. I.T. / Data system network design
4. Fire Sprinkler
5. Commissioning services
6. LEED certification or PG&E rebate programs
7. Conformed or "As-Built" drawings – CAD/Revit

#### CLARIFICATIONS AND ASSUMPTIONS

1. This project will be done in 1 phase.
2. This project will require 1 package for permitting and construction

#### PROJECT TEAM

- |                         |  |
|-------------------------|--|
| 1. Architect:           | Hibser Yamauchi Architects, Inc.             |
| 2. Civil Engineer:      | San Benito Engineering & Surveying, Inc.     |
| 3. Landscape Architect: | BFS Landscape Architects                     |
| 4. Structural Engineer: | Buehler & Buehler Structural Engineers, Inc. |
| 5. Mechanical Engineer: | LIST Engineering Mechanical Consultants      |
| 6. Electrical Engineer: | EDGE Electrical Consulting, Inc.             |
| 7. Security:            | Marquis Systems, Inc.                        |
| 8. Cost Estimating:     | Silva Cost Consulting, Inc.                  |

#### ESTIMATED SCHEDULE

1. Construction Documents 2 months
2. Permit period 2 months
3. Bid/Award 3 months
4. Construction Administration 11 months

## ATTACHMENT B Payment Schedule

### B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.  
 Upon the complete performance of the services specified in Attachment A.  
 The basis specified in paragraph B-4.

### B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

### B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ \_\_\_\_\_, or  
 a total sum not to exceed \$ 322,431.00

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

### B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.  
 The following specific terms of compensation shall apply:  
 Compensation shall be distributed by task as follows:

| Firm                            | CD       | Permit/<br>Bid | CA       | Total     |
|---------------------------------|----------|----------------|----------|-----------|
| <b>HY Architects</b>            |          |                |          |           |
| Architectural / Interiors       | \$38,300 | \$19,151       | \$76,600 | \$134,051 |
| Furniture                       | \$8,715  | -              | \$7,715  | \$16,430  |
| Signage                         | \$4,830  | -              | \$3,830  | \$8,660   |
| Art                             | \$3,400  | -              | \$2,400  | \$5,800   |
| <b>San Benito Engineering</b>   |          |                |          |           |
| Civil                           | \$14,100 | \$3,600        | \$22,030 | \$39,730  |
| <b>BFS Landscape Architects</b> |          |                |          |           |
| Landscape                       | \$8,310  | \$1,130        | \$6,750  | \$16,190  |
| <b>Buehler &amp; Buehler</b>    |          |                |          |           |
| Structural                      | -        | -              | -        | -         |
| <b>LIST Engineering</b>         |          |                |          |           |
| Mechanical/Plumbing             | \$26,800 | \$2,250        | \$6,700  | \$35,750  |

|                                    |          |         |         |           |
|------------------------------------|----------|---------|---------|-----------|
| <b>EDGE Electrical Consultants</b> |          |         |         |           |
| Electrical / Fire Alarm            | \$36,000 | \$3,000 | \$7,000 | \$46,000  |
| <b>Marquis Systems, Inc.</b>       |          |         |         |           |
| Security                           | \$10,800 | -       | \$6,020 | \$16,820  |
| <b>Silva Cost Consulting, Inc.</b> |          |         |         |           |
| Cost Estimating                    | \$3,000  | -       | -       | \$3,000   |
| <b>Sub Total:</b>                  |          |         |         | \$322,431 |

END OF ATTACHMENT B



## ATTACHMENT C General Terms and Conditions

### C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

### C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

### C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.



- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

**C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

**C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

**C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

**C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

#### **C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### **C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

#### **C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

#### **C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

#### **C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

#### **C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

#### **C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**

**ATTACHMENT D**  
**Specific Terms and Conditions**

**Licensed Architects, Landscape Architects, Professional Engineers and  
Professional Land Surveyors**

The rights and duties of the parties to this contract are additionally governed by the following specific, additional terms and conditions:

**D-1. INDEMNIFICATION.** With regard to CONTRACTOR'S performance of design services under this contract, as those services are defined in California Civil Code section 2782.8, paragraph C-1 of Attachment C to this contract is hereby modified, superceded and replaced by this paragraph D-1. With regard to CONTRACTOR'S performance of services under this contract that are not described in section 2782.8, paragraph C-1 of Attachment C to this contract shall continue to govern the indemnification rights and obligations of the parties.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COUNTY's employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code section 2778. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract. CONTRACTOR shall not be liable under this indemnification provision if COUNTY has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct. CONTRACTOR'S indemnification obligations shall be apportioned pursuant to the principles of comparative fault, according to proof of COUNTY'S negligence, recklessness or willful misconduct, if any. The obligations set forth herein shall continue beyond the terms of this contract.

**D-2. ADDITIONAL SPECIFIC TERMS AND CONDITIONS:** (check one)

There are no additional specific terms and conditions.

The following additional specific terms and conditions shall apply: (Specify)

**END OF ATTACHMENT D.**