

# **Attachment 1**

non-standard Professional Services Agreement  
with Workbench

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# COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California ("County") and Workbench, Inc., a California Corporation ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:  
Provide updates to Accessory Dwelling Unit (ADU) building plans to incorporate and update the California Building Code.
2. **PAYMENTS BY COUNTY.** The County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$15,000.
3. **TERM OF AGREEMENT.** The term of this Agreement is from execution to June 30, 2029, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- |                   |   |
|-------------------|---|
| <b>Exhibit A</b>  | <b>Scope of Services/Payment Provisions</b> |
| <b>Exhibit B</b>  | <b>Automobile Liability Waiver</b>          |
| <b>Addendum 1</b> | <b>Accessory Dwelling Unit Plan Updates</b> |

5. **PERFORMANCE STANDARDS.**
  - 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
  - 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**6. PAYMENT CONDITIONS.**

6.01 CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to the County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.02 CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

**7. TERMINATION.**

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which the County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

**8. INDEMNIFICATION.**

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision, or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County, but in no event shall the amount of such CONTRACTOR’s liability exceed such CONTRACTOR’s proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against the County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR’s performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County.

**9. INSURANCE.**

9.01 Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A VII, according to the current A.M. Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Agent.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: Any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Automobile Liability Coverage: Must include all motor vehicles, including scheduled, , non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers’ Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: Any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Professional Liability Insurance: If required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements: All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of

insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the County shall notify the CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless the County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to the County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to the County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three- (3-) year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of the County.

10.06 Format of Deliverables. For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

**11. NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, the County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13. COMPLIANCE WITH APPLICABLE LAWS.**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from the County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Kathy Nielsen, Management Analyst II	Jamileh Cannon, Founding Partner
Name and Title	Name and Title
1441 Schilling Place, South 2 <sup>nd</sup> Floor Salinas, CA 93901	189 Walnut Avenue Santa Cruz, CA 95060
Address	Address
(831) 755-4832	(831) 227-2217
<a href="mailto:194-HCD-Contracts@countyofmonterey.gov">194-HCD-Contracts@countyofmonterey.gov</a>	<a href="mailto:jamileh@workbenchbuilt.com">jamileh@workbenchbuilt.com</a>
Phone/Email	Phone/Email

16. **MISCELLANEOUS PROVISIONS.**

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

- 16.04 Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 Non-exclusive Agreement. This Agreement is non-exclusive, and both the County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.14 Integration. This Agreement, including the exhibits, represents the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

- 16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

## 17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC section 7001 *et seq.*; California Government Code section 16.5, and California Civil Code section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Chief Contracts and Procurement Officer

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

By: N/A  
Craig W. Spencer, HCD Director (if applicable)

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

**Approved as to Form  
Office of the County Counsel<sup>1</sup>  
Susan K. Blich, County Counsel**

By: \_\_\_\_\_  
*Signed by:*  
  
3E69DCB3C159417  
County Counsel

Date: 2/9/2026

**Approved as to Fiscal Provisions<sup>2</sup>**

By: \_\_\_\_\_  
*DocuSigned by:*  
*Andrew Valentine*  
25834C98491E449  
Auditor/Controller

Date: 2/9/2026

**Reviewed as to Liability Provisions  
Office of the County Counsel-Risk Management<sup>3</sup>**

By: \_\_\_\_\_  
*DocuSigned by:*  
*David Bolton*  
3E441D0446  
David Bolton, Risk Manager

Date: 2/9/2026

**WORKBENCH**

\_\_\_\_\_  
Contractor's Business Name\*

By: \_\_\_\_\_  
*DocuSigned by:*  
*Tim Gordin*  
33F10251A034A6  
(Signature of Chair, President, or Vice President) \*

\_\_\_\_\_  
Tim Gordin, President  
Name and Title

Date: 2/9/2026

By: \_\_\_\_\_  
*Signed by:*  
*Jamileh Cannon*  
CF8558E9D67428  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer) \*

\_\_\_\_\_  
Jamileh Cannon, Secretary  
Name and Title

Date: 2/9/2026

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers (Corporations Code §17703.01, subs. (a) and (d)). If the CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

<sup>1</sup> Approval by the Office of County Counsel is required.

<sup>2</sup> Approval by Auditor-Controller is required.

<sup>3</sup> Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

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## EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Workbench, hereinafter referred to as “CONTRACTOR”

### A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

Updates to the Pre-Designed Layouts/Designs/Plan sets to include the needed Design, Structural, Electrical, Plumbing and Mechanical updates to meet code compliance shall be provided and include the following:

- 1 Bedroom Layout: Santa Lucia
- 1 Bedroom Layout: Ranch
- 2 Bedroom Layout: Santa Lucia
- 2 Bedroom Layout: Ranch
- 3 Bedroom Layout: Santa Lucia
- 3 Bedroom Layout: Ranch

#### **Task 1 – Initial Coordination and Information Gathering**

- 1.1 CONTRACTOR shall gather relevant information about required updates.
- 1.2 CONTRACTOR shall conduct an internal review of drawing sets to define required updates for Design, Structural, Electrical, Plumbing, and Mechanical code updates.
- 1.3 CONTRACTOR shall update and provide to the County an updated timeline.

#### **Task 2 – Code Update**

- 2.1 CONTRACTOR shall update plans to meet the CBC 2025 Year Code for Design, Structural, Electrical, Plumbing and Mechanical disciplines.
- 2.2 CONTRACTOR shall coordinate Current Year code-required updates with all subconsultants (Design, Structural, Electrical, Plumbing, and Mechanical) as necessary.

#### **Task 3 – County Review and Final Deliverable**

- 3.1 CONTRACTOR shall submit updated pre-designed layouts to County for one (1) round of review and comments.
- 3.2 CONTRACTOR shall review, coordinate, and integrate comments into final deliverable as required.
- 3.3 CONTRACTOR shall provide final deliverable to County:

**EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS**

- Complete Current Year code compliant construction documents for all pre-designed Accessory Dwelling Units and deliver to County as digital files.
- Provide County with partial “not for construction” marketing sets, suitable for sharing online as digital files.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/PAYMENT**

County shall pay an amount not to exceed \$15,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

	<b>All Plans</b>
Estimated Workbench Fee	\$5,910
Estimated Structural Fee	\$6,200
Estimated Mechanical/Plumbing Fee	\$1,420
<b>TOTAL</b>	<b>\$13,530</b>

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

**B.2 Additional/On-Call Services**

Additional services shall be accomplished on an hourly basis according to determined tasks approved by the County and charged based on the rates reflected in the table below. Invoicing for additional/on-call services shall be done on a monthly, time and materials basis.

**Hourly Rate Billing Schedule**

Principal	\$325/hour	Construction Project Manager	\$190/hour
Design Director	\$280/hour	Construction Project Engineer	\$130/hour
Senior Architect/Designer	\$240/hour	Senior Construction Superintendent	\$200/hour
Lead Architect/Designer	\$195/hour	Construction Superintendent	\$180/hour
Design Project Manager	\$180/hour	Assistant Construction Superintendent	\$125/hour
Job Captain	\$150/hour	Senior Development Manager	\$250/hour
Jr. Designer	\$135/hour	Development Manager	\$180/hour
Estimator	\$190/hour	Assistant Development Manager	\$145/hour
Director of Construction	\$280/hour	Accounting Admin	\$85/hour
Senior Project Manager	\$225/hour	Project Admin	\$95/hour
		Marketing	\$140/hour

## EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

### B.3 CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly, promptly, and in accordance with Paragraph 6, “Payment Conditions,” of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number. Invoices shall be submitted either by mail or in Portable Document Format (PDF) to:

County of Monterey  
Housing & Community Development – Finance  
1441 Schilling Place, 2<sup>nd</sup> Floor South  
Salinas, CA 93908-4725  
[194-HCD-Finance@countyofmonterey.gov](mailto:194-HCD-Finance@countyofmonterey.gov):

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance by email or phone (831) 755-4800.

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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## **EXHIBIT B - INSURANCE MODIFICATION**

### **Waiver - Automobile Liability:**

CONTRACTOR represents that all services under this Agreement will be performed remotely and will not involve the use of vehicles. Accordingly, the requirement to maintain automobile liability insurance is waived. If the scope of work changes during the term of this Agreement such that vehicle use becomes necessary, this waiver shall be reconsidered, and CONTRACTOR may be required to obtain and maintain automobile liability insurance as a condition of continuing services.

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**ADDENDUM NO. 1  
TO AGREEMENT BY AND BETWEEN WORKBENCH (“CONTRACTOR”) AND  
THE COUNTY OF MONTEREY (“County”)  
FOR PRE-APPROVED ACCESSORY DWELLING UNIT (ADU) PLANS UPDATES**

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Professional Services Agreement with Surveyors, Architects, Engineers & Design Professionals (“CONTRACTOR”) and the County of Monterey (“County”). This Addendum No. 1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the attached Agreement.

**NOW, THEREFORE,** County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Amend Section 16.0, “Miscellaneous Provisions,” to add subparagraph 16.17, “Ownership of Work,” to read as follows:

**16.17 Ownership of Work**

It is mutually agreed that all materials prepared by the CONTRACTOR under this Agreement are upon creation and shall be at all times the shared property of the County, CONTRACTOR, and its subconsultants.

CONTRACTOR and associated subconsultants are granted an irrevocable license to re-use the plans created, or any portion thereof, in their business in the future, without limitation. In the event of any such re-use, CONTRACTOR shall remove any indications from the plans regarding the County. The County agrees that CONTRACTOR shall bear no responsibility for any re-use or modification of the materials prepared by the CONTRACTOR, including but not limited to use or modification by residents as part of a pre-approved ADU program. CONTRACTOR shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of County including without limitation information or reports required by government agencies to enable CONTRACTOR to perform its duties under this Agreement, excluding the plans themselves (per the above re-use permission) and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. CONTRACTOR will be allowed to retain copies of all deliverables.

2. Amend Section 16.0, "Miscellaneous Provisions," to add subparagraph 16.18, "Restrictions on use by the County and their Residents," to read as follows:

**16.18 Restrictions on use by the County and their Residents**

16.18.1 The County agrees to send notice to CONTRACTOR of any approval of construction based on the plans created under the Agreement. Notice shall be accomplished by providing CONTRACTOR with a scanned copy of the liability waiver (16.18.3) executed in relation to any approved set of the plans created under the Agreement.

16.18.2 The liability limitation language to be included on each sheet of any plans created by CONTRACTOR that the County makes available for use by the public shall contain language limiting CONTRACTOR's and County's liability. The language shall be as follows:

BY USING THESE PERMIT READY CONSTRUCTION DOCUMENTS, THE RECIPIENT IS ACKNOWLEDGING ACCEPTANCE OF THE FOLLOWING CONDITIONS. 1. THE USE OF THIS INFORMATION IS RESTRICTED TO THE ORIGINAL PROJECT FOR WHICH IT WAS PREPARED FOR THE COUNTY OF MONTEREY PRE-APPROVED ADU. THIS DOES NOT ELIMINATE OR REDUCE THE RECIPIENT'S RESPONSIBILITY TO VERIFY ANY AND ALL INFORMATION RELEVANT TO THE RECIPIENT'S WORK AND RESPONSIBILITY ON THIS PROJECT. WORKBENCH AND/OR THE COUNTY OF MONTEREY SHALL NOT BE RESPONSIBLE FOR TRANSLATION ERRORS. 2. THE RECIPIENT RECOGNIZES AND ACKNOWLEDGES THAT THE USE OF THIS INFORMATION WILL BE AT THEIR SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL EXPOSURE TO WORKBENCH OR THE COUNTY OF MONTEREY. NO WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, SHALL ATTACH TO THESE DOCUMENTS AND THE INFORMATION CONTAINED THEREON. ANY USE, REUSE, OR ALTERATION OF THESE DOCUMENTS BY THE RECIPIENT OR BY OTHERS WILL BE AT THE RECIPIENT'S RISK AND FULL LEGAL RESPONSIBILITY. FURTHERMORE, THE RECIPIENT WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD WORKBENCH AND THE COUNTY OF MONTEREY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS, JUDGMENTS, OR COSTS ARISING OUT OF OR RESULTING THEREFROM ON ACCOUNT OF ANY INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY. 3. THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION. IF THE RECIPIENT DOES NOT AGREE WITH THE ABOVE CONDITIONS, DO NOT PROCEED BEYOND THIS DISCLAIMER.

16.18.3 The Parties agree that any user of the County's Pre-Approved ADU Project plans must execute a liability waiver limiting CONTRACTOR's and County's liability. The waiver shall include, at a minimum, the following information and language:

- Full applicant name, project address and contact information (including all owners and beneficial owners of any property on which the County's Pre-Approved ADU Project plans will be used). Contact information should include full legal names, address(es), contact phone numbers, and email addresses.
- Identification of the plan set being used by the Application.
- Language stating: "By using these County of Monterey Pre-Approved ADU Project construction documents, the user agrees to release, hold harmless and indemnify Workbench and County of Monterey, including their respective officers, officials, employees, agents, and volunteers, contractors, consultants, and any architect or service provider who prepared the construction documents, from any and all claims, liabilities, suits and demands, on account of any injury, damage or loss to persons or property, including injury or death, or economic losses, including attorneys' fees and costs, arising out of the use of these construction documents."

Additional language mirroring the on-sheet language, stating: "BY USING THESE PERMIT READY CONSTRUCTION DOCUMENTS, THE RECIPIENT IS ACKNOWLEDGING ACCEPTANCE OF THE FOLLOWING CONDITIONS. 1. THE USE OF THIS INFORMATION IS RESTRICTED TO THE ORIGINAL PROJECT FOR WHICH IT WAS PREPARED FOR THE COUNTY OF MONTEREY PRE-APPROVED ADU. THIS DOES NOT ELIMINATE OR REDUCE THE RECIPIENT'S RESPONSIBILITY TO VERIFY ANY AND ALL INFORMATION RELEVANT TO THE RECIPIENT'S WORK AND RESPONSIBILITY ON THIS PROJECT. WORKBENCH AND/OR THE COUNTY OF MONTEREY SHALL NOT BE RESPONSIBLE FOR TRANSLATION ERRORS. 2. THE RECIPIENT RECOGNIZES AND ACKNOWLEDGES THAT THE USE OF THIS INFORMATION WILL BE AT THEIR SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL EXPOSURE TO WORKBENCH OR THE COUNTY OF MONTEREY. NO WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, SHALL ATTACH TO THESE DOCUMENTS AND THE INFORMATION CONTAINED THEREON. ANY USE, RE-USE, OR ALTERATION OF THESE DOCUMENTS BY THE RECIPIENT OR BY OTHERS WILL BE AT THE RECIPIENT'S RISK AND FULL LEGAL RESPONSIBILITY. FURTHERMORE, THE RECIPIENT WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD WORKBENCH AND THE COUNTY OF MONTEREY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS, JUDGMENTS, OR COSTS ARISING OUT

OF OR RESULTING THEREFROM ON ACCOUNT OF ANY INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY. 3. THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION. IF THE RECIPIENT DOES NOT AGREE WITH THE ABOVE CONDITIONS, DO NOT PROCEED BEYOND THIS DISCLAIMER.”

- Signature blocks for all applicants, owners, and beneficial owners of the real property on which the County of Monterey Pre-Approved ADU Project plans are to be used.

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