

ORIGINAL

**AGREEMENT #213-S0711
AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR ARCHITECT'S SERVICES**

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Owner") and George Miers and Associates, Architects and Planners, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1150 Moraga Way, Suite 150, Moraga, CA 94556 (hereinafter referred to as "Architect").

WHEREAS, Owner has determined that it is necessary to obtain an Architect to provide architectural services necessary for the El Dorado County Western Slope Animal Shelter for the Department of General Services, Facilities Division; and

WHEREAS, Architect has represented to Owner that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

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

WHEREAS, Owner has determined that the provision of such services provided by Architect are in the public's best interest, are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government code 31000;

NOW, THEREFORE, Owner and Architect mutually agree as follows:

ARTICLE 1.1. PROJECT DESCRIPTION

1.1.1.1. In general, the design project is described as: Design Services necessary to provide approximately a +/-15,000 square foot animal shelter for the El Dorado County Western Slope, Project #04-18 for the Department of General Services, Facilities Division, generally including, but not limited to, architectural and structural systems; interior and exterior finishes including acoustical treatment; furnishings; mechanical and plumbing systems including fire protection system; electrical systems including power and lighting; fire alarm, security, and communications; site development including off-site access road, grading, paving, site utilities, sight lighting, landscaping, fencing and dog park in accordance with Exhibit "A", marked "Scope of Services", incorporated herein and made by reference a part hereof.

1.1.1.2. Design/Construction documentation shall include design criteria, product and execution requirements, and shall be adequate for design phase cost estimating and for bidding by contractors.

1.1.1.3. Owner shall provide project budget, topographic survey, geotechnical survey and report, testing inspection services.

1.1.1.4. Owner shall research and provide clearance with regards to right-of-way, setbacks, environmental analysis and determination.

1.1.1.5. Compensation for Services: For services provided herein, Owner agrees to pay Architect monthly in arrears on a percentage complete basis. Payment shall be made thirty (30) days following Owner's receipt and approval of itemized invoices detailing services rendered. For purposes hereof, billing shall be in accordance with the Exhibit "B", marked "Architectural/Engineering Fee", incorporated herein and made by reference a part hereof.

The County requires the Architect's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Architect shall comply with all applicable State prevailing wage rates, statutes, rules, and regulations then in effect. The scale is available at the Department of Industrial Relations, Division of Labor Statistics & Research, P.O. Box 603, San Francisco, CA 94101 or www.dir.cagov/dlsr/pwd.

Total amount of this Agreement shall be at the agreed price of FIVE HUNDRED EIGHTY SIX THOUSAND, FOUR HUNDRED AND 00/100 DOLLARS (\$586,400.00), inclusive of all expenses, in accordance with Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

1.1.1.6 Time is of the essence in this Agreement. This Agreement shall become effective when fully executed by both parties hereto and shall expire upon filing of "Notice of Completion" for the construction of the facility. The Architect agrees to complete the performance of all design/construction documents no later than twelve (12) months from date of fully executed Agreement, unless amended under the mutual agreement of both parties, the agreement of which shall not be unreasonably withheld.

Before Architect submits the first invoice for professional services to the Owner, the Architect shall prepare for the Owner's review and approval a comprehensive schedule of the performance of the Architect's services and that of his sub-consultants. This schedule shall indicate dates of Owner's approvals, dates when specific information is required by the Architect, and anticipated approval periods required for public authorities with jurisdiction

over the project. Whether or not deviations from the schedule have been authorized by the Owner, the Architect shall update this schedule as necessary to reflect approved, and unavoidable deviations, and the probable impact of those deviations on the project and the performance of Architect's services. However, nothing in this section shall be construed as a waiver of the Owner's right to obtain full compliance by the Architect to the approved schedule.

1.1.1.7. Other parameters are: Architect shall use due professional care to provide all services rendered under this Agreement in conformance with Title 24 of the California Code of Regulations.

1.1.2. PROJECT TEAM

1.1.2.1. The Owner's Designated Representative is: Kathleen R. Beichley, AIA Architect, General Services Department, or successor.

1.1.2.2. The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are: Henry T. Brzezinski, Chief Animal Control Officer, or his successor and/or designated staff member.

1.1.2.3. The Owner's other consultants and contractors are: surveyor; geotechnical consultant; and any other disciplines of a professional nature required to accomplish this Project.

1.1.2.4. The Architect's Designated Representative is: George T. Miers, Architect, or successor.

1.1.2.5. The sub-consultants retained at the Architect's expense will include, but not be limited to: Structural Engineer; Electrical Engineer; Mechanical/Plumbing Engineer; Civil Engineer; Acoustical Engineer; Landscape Architect; Cost Estimator, Specification Writer and Hardware Specifier.

ARTICLE 1.2. RESPONSIBILITIES OF THE PARTIES

1.2.2. OWNER

1.2.2.1. The Owner shall inform the Architect in writing of changes in the Cost of Work.

1.2.2.2. The Owner's Designated Representative identified in Paragraph 1.1.2.1. shall be authorized to act on the Owner's behalf with respect to the Project.

1.2.3. ARCHITECT

1.2.3.1. The Architect hereby warrants and represents that Architect is licensed to practice architecture as required by the State of California. The Architect agrees to provide professional services that reflect the currently prevailing standards of professional care. This paragraph shall not be construed to authorize performance by the Architect at a standard of care that is less than which is required by law or which is expected of Architects practicing under similar circumstances and conditions.

The Architect warrants and represents that the fee stated herein is adequate and sufficient consideration for all professional services, including those of consulting engineers and other Architects, necessary for his complete performance in providing the complete design of the Project and the specified design-build components, whether or not those services are individually expressed in this Agreement, the only exception to this being: the cost of those Architects that become necessary as a result of a change in project scope affecting the Architect that has been approved and subject to a written agreement between the Owner and the Architect as provided under the terms and conditions of this Agreement.

1.2.3.2. The Architect's Designated Representative identified in Paragraph 1.1.2.4. shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.3. The Architect shall maintain the confidentiality of information of the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's sub-consultants similar agreements to maintain the confidentiality of information of the Owner.

1.2.3.4. The Architect shall not engage in any activity, or accept any employment, interest, or contribution, which could create the appearance of impropriety or business affairs or the risk of compromise of the Architect's professional judgment, except upon the Owner's written consent after full disclosure by the Architect of the relevant facts.

1.2.3.5. The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall report to the Owner the results of this review, specifying the scope thereof. The Architect's performance and design, and those of his sub-consultants shall use due professional care to conform to all applicable requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.6. The Architect shall review the information provided by the Owner for the completeness necessary to the performance of the Architect's services. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

1.2.3.7. By appropriate agreement, the Architect shall require each consultant or subconsultant, to the extent of the work to be performed by each consultant or subconsultant, to be bound to the Architect by the terms of this Agreement, and to assume toward the Architect all the obligations and responsibilities that the Architect, by this Agreement, assumes toward the Owner.

ARTICLE 1.3. SPECIAL PROVISIONS.

1.3.1. COST OF THE WORK

1.3.1.1. The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect, which estimate and design have been previously approved in writing by the Owner.

1.3.1.2. The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, excluding the costs of management or supervision of construction or installation provided by a separate construction manager or contractor. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3. Cost of the Work does not include the compensation of the Architect and the Architect's sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

1.3.2. INSTRUMENTS OF SERVICE

1.3.2.1. The Architect hereby irrevocably assigns to the Owner, without reservation, all copyrights to all documents, models, computer drawings and other electronic expression, photographs, and other expressions produced by the Architect in accordance with this Agreement which has been specifically developed for the subject Project. In addition, the Architect hereby irrevocably assigns to the Owner, without reservation, a non-exclusive license to use all other documents, models, standard details, computer drawings and other electronic expression, photographs, and other expressions produced by the Architect in accordance with this Agreement, including the designs, drawings and all drawings and specifications

included in the contract documents for the Project. Said rights survive expiration or termination of this Agreement.

The Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written assignment from his Consultants that obligate the Consultants to Owner in the same manner as set forth above with respect to the Architect's obligations. Alternatively, the County will accept the signed Architect/Consultant Agreement which integrally includes this Owner/Architect Agreement as the "Prime Agreement" which supersedes any other conflicting conditions in the Architect/Consultant "Agreement."

If the Owner subsequently reproduces project-related documents or creates (or causes others to create) a derivative work based upon project-related documents created by the Architect, the Owner shall, unless otherwise prohibited by law, remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and/or his Consultants.

1.3.2.2. The Owner in turn hereby grants to the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's materials provided the content of the materials, as to this Project as requested under this Agreement. No other project-related documents may be produced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate immediately upon the breach of this Agreement by the Architect.

1.3.3. CHANGE IN SERVICES

1.3.3.1. Change in Services of the Architect, including services required of the Architect's sub-consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. The Architect shall notify the Owner in writing immediately upon the Architect's determination that Changes in Service are needed and justified. The Architect shall indicate in that notice (a) the scope of the change, (b) the reason for the change, (c) the party, if any, whose acts or omissions the Architect believes resulted in the proposed change, (d) the estimated financial and schedule impacts of the change, and (e) a definite statement of fees due to the Architect for professional services and expenses related to such change. In addition to any other remedies available to the Owner under this Agreement or under law, to the extent that

change was the result, in whole or in part, of error, omission, inconsistency, or lack of clarity in the Contract documents or otherwise avoidable by full performance by the Architect, the professional services required to implement the change shall be performed by the Architect and his sub-consultants at no cost to the Owner.

1.3.3.2. Except as otherwise limited herein, if circumstances that are not addressed in this Agreement or that are reasonably within the scope of this Agreement result in a material increase in the scope of Architect's services, the Architect shall be entitled to a reasonable and appropriate adjustment in schedule and compensation. The Architect shall not be compensated for services related to mediation, arbitration, or litigation in which the Architect is a party.

1.3.3.3. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Owner.

1.3.3.4. The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations.

1.3.3.5. The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The services provided by the Architect are, for the purposes of this Agreement, deemed to be personal services. The Architect shall assign the team of persons designated as the Project Team to perform the designated tasks. The Architect shall not make substantial changes to the Project Team without the written consent of the Owner, except for circumstances not in the Architect's control. Nothing in this paragraph, however, shall be deemed to limit the Owner's right to terminate the Agreement as a result of a change in the Architect's Project Team, which shall be deemed to be a justifiable termination for cause.

1.3.4. PAYMENTS TO THE ARCHITECT

1.3.4.1. Unless noted otherwise in this Agreement, the Owner shall pay the Architect for services properly rendered and for reimbursable within expenses in accordance with Section 1.1.1.5. herein.

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1.1. The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's sub-consultants with those services provided by the Owner and the Owner's Architects.

2.1.1.2. The Architect shall analyze the comparative costs and benefits of alternative materials, structural, mechanical, enclosure, and other significant building systems, budget and security and shall report to the Owner the results of this consideration to determine which, if any, should be incorporated into the Project.

2.1.2. EVALUATION OF BUDGET AND COST OF THE WORK

2.1.2.1. When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustment to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget.

2.1.2.2. Evaluation of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

The Architect agrees that, if the lowest bona fide bid or negotiated price for the entire scope of Work varies more than ten (10%) from the Architect's estimate of the Cost of the Work most recently approved by the Owner, the Owner may elect to require the Architect to perform at no cost or expense to the Owner all services necessary to modify the documents to indicate a design that is approved by the Owner and that conforms to the approved Cost of Work.

2.1.2.3. If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

ARTICLE 2.2 SUPPORTING SERVICES

2.2.1.1. The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

2.3.1.1. The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or Architect services that may be reasonably needed for the Project.

2.3.1.2. The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

2.3.1.3. The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

2.4.1.1. The Architect's design services shall include normal structural, mechanical/plumbing, electrical, civil, engineering, acoustical engineering, landscape architect services, specification writing and cost estimation.

2.4.2. SCHEMATIC DESIGN DOCUMENTS

2.4.2.1. The Architect shall provide Schematic Design Documents based upon the most recent Owner approved program, schedule and estimate for the Cost of Work. The schematic drawings shall establish scaled relationships among the project components and shall include plans, sections, elevations, study models, perspective sketches, schematic diagrams, and narratives of major enclosure, electrical, mechanical, and structural systems 11-0856-C19

of applicable codes, and the value engineering analysis and report noted herein. The Architect will report in writing to the Owner any deviations between Owner-provided information or programs and the design presented.

2.4.3. DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1. The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels. The Architect will report in writing to the Owner the nature and magnitude of any deviations between the Design Development Documents presented by the Architect and the Owner-approved design and the Owner-provided information or program.

2.4.4. CONSTRUCTION DOCUMENTS

2.4.4.1. The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2. During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and shall include bidding requirements and forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1.1. The Architect shall assist the Owner in obtaining competitive bids and shall assist the Owner in awarding and preparing contracts for construction.

2.5.1.2. The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

2.5.2. COMPETITIVE BIDDING

2.5.2.1. Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.2.2. The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and report to the Owner on a proposed addenda identifying approved substitutions to all prospective bidders.

2.5.2.3. The Architect shall participate in, at the Owner's direction, a pre-bid conference for prospective bidders.

2.5.2.4. The Architect shall, at the request of the Owner, prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1. GENERAL ADMINISTRATION

2.6.1.1. Not Used.

2.6.2. EVALUATION OF THE WORK

2.6.2.1. The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect herein, (1) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to guard the Owner against defects and deficiencies in the Work, and (3) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.2.2. The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.

2.6.2.3. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.3. CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.4. SUBMITTALS

2.6.4.1 The Architect shall prepare a list of all anticipated submittals together with a schedule for said submittals. The Architect shall review all submittal and shop drawings for compliance and coordination with the Contract Documents.

2.6.5. CHANGES IN THE WORK

2.6.5.1. The Architect shall prepare Change Orders and Construction Change Directives for review by the Project Manager and for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

2.6.5.2. The Architect shall analyze written requests by the Owner or Contractor for changes in the Work, including requests for adjustments to the Contract Sum or Contract Time, and shall report the results of his analysis in writing to the Owner and Contractor within a reasonable period of time but in no case later than ten (10) business days after the Architect's receipt of the request.

2.6.5.3. If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

2.6.5.4. The Architect shall maintain records relative to changes in the work.

2.6.5.5. Notwithstanding any of the above, all Changes in the Work together with all the required documentation shall be in coordination with the Project Manager.

2.6.6. PROJECT COMPLETION

2.6.6.1. The Architect shall conduct reviews to determine the date or dates of Substantial Completion and the date of final completion, in concert with the Project Manager, prepare a list of incomplete or unsatisfactory items and a schedule for their completion, shall receive from the Contractor and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract Documents and Assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final review indicating the Work complies with the requirements of the Contract Documents. Nothing in this Section shall be deemed to affect the limitation contained in Section 2.6.2.1 that during construction Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

2.6.6.2. The Architect's review shall be conducted to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.6.6.3. When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

ARTICLE 2.7 FACILITY OPERATION SERVICES (Not Used)

ARTICLE 3: GENERAL PROVISIONS

3.1.1. DEFAULT, TERMINATION, AND CANCELLATION

3.1.1.1. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reasons(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within

the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. Should the Agreement be terminated, but the defaulting party contest that a default existed, the defaulting party, upon complying with any necessary statutory prerequisites, may bring suit as provided in Paragraph 3.1.3.1.

3.1.1.2. Bankruptcy: This Agreement, at the option of the Owner, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Architect.

3.1.1.3. Ceasing Performance: Owner may terminate this Agreement in the event Architect ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of the Agreement.

3.1.1.4. Termination or Cancellation without Cause: Notwithstanding any other provisions in this Agreement, Owner may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by Owner for any reason. If such termination is effected, Owner will pay for satisfactory services rendered prior to the effective date as set forth in the Notice of Termination provided to Architect, and for such other services, which Owner may agree to in writing as necessary for contract resolution. In no event, however, shall Owner be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Architect shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

3.1.1.5. In the event of termination for Default, Bankruptcy, or Architect Ceasing Performance, Owner reserves the right to take over and complete the work by contract or by other means.

3.1.2. CHANGE IN AGREEMENT

3.1.2.1. This agreement may be amended or modified only by mutual written Agreement of the parties. Should changes in the scope of work occur such that additional work and compensation beyond that of the original Agreement is required, the Architect shall immediately notify the Owner in writing of these conditions. The additional work shall not be performed until Owner authorization is received. No reimbursement for said additional work will be paid to Architect without Owner's prior written authorization.

3.1.2.2. There shall be no change in the Architect's Project Manager, sub-consultants, or members of the project team without prior written approval by the Owner's Project Coordinator.

3.1.3. DISPUTES

3.1.3.1. Any action arising out of this Agreement shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

3.1.4. ASSIGNMENT

3.1.4.1. The Architect is engaged by the Owner for their unique qualifications and skills. The Architect shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be sub-consulted without written authorization by the Owner's Project Coordinator, except that which is expressly identified in the Architect's Cost Proposal to the Architect referenced therein.

3.1.5. SAFETY

3.1.5.1. The Architect shall comply with Federal and State Occupational Safety and Health Administration regulations regarding safety equipment or procedures necessary for the performance of its services under this contract.

3.1.6. INSURANCE

3.1.6.1. Insurance: Architect shall maintain, during the term hereof, insurance with respect to performance of this Agreement of the types and in the minimum amounts described generally as follows, and provide proof of the policies of insurance satisfactory to the Risk Manager and documentation evidencing that Architect maintains insurance that meets the following requirements:

3.1.6.1.1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Architect as required by law in the State of California.

3.1.6.1.2. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000 aggregate for bodily injury and property damage.

3.1.6.1.3. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Architect in the performance of the Agreement.

3.1.6.1.4. In the event Architect is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per claim and \$2,000,000 aggregate. For the purpose of this Agreement professional liability is required.

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3.1.6.1.5. Architect shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

3.1.6.1.6. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

3.1.6.1.7. Architect agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Architect agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Architect agrees that no work or services shall be performed prior to the giving of such approval. In the event the Architect fails to keep in effect at all times insurance coverage as herein provided, Owner may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3.1.6.1.8. The certificate of insurance must include the following provisions stating that:

3.1.6.1.8.1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Owner, and;

3.1.6.1.8.2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

3.1.6.1.9. The Architect's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees or volunteers shall be excess of the Architect's insurance and shall not contribute with it.

3.1.6.1.10. Any deductibles or self-insured retentions must be declared to and approved by the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3.1.6.1.11. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees or volunteers.

3.1.6.1.12. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

3.1.6.1.13. Architect's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

3.1.6.1.14. In the event Architect cannot provide an occurrence policy, Architect shall provide insurance covering claims made as a result of performance of this Agreement for not less than one (1) year following completion of performance of this Agreement, if reasonably available at that time.

3.1.6.1.15. Certificate of insurance shall meet such additional standards as may be determined by the contracting Owner Department either independently or in consultation with the Risk Management Division, as essential for protection of the Owner.

3.1.7. INDEMNITY

3.1.7.1. The Architect shall defend, indemnify, and hold the Owner, its officers, agents and employees, harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, to the extent caused by the willful misconduct or negligent acts or omissions of the Architect or its Subconsultants, except as expressly proscribed by statute. This duty of Architect to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

3.1.8. FISCAL CONSIDERATIONS

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

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

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

3.1.9. LIABILITY OF ARCHITECT NEGLIGENCE

3.1.9.1. Architect shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. Owner shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Architect or its employees. Architect shall be an independent Architect with regard to design related services to be provided pursuant to this Agreement.

3.1.10. NONDISCRIMINATION

3.1.10.1. During the performance of this Agreement, Architect and his/her sub-consultants shall not unlawfully discriminate against, exclude from participation, or deny the benefits of this Agreement to, any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Architect and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135, 11139.5), and the regulations or standards adopted by the awarding State body to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this agreement by reference and made a part hereof as if set forth in full. Architect and his/her sub-consultants shall give written

notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

3.1.10.2. Architect shall include the nondiscrimination and compliance provisions of this clause in all sub-consultant agreements to perform work under this agreement.

3.1.10.3. Architect shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405(b) are applicable to this agreement by reference.

3.1.11. CONFLICT OF INTEREST

3.1.11.1. The Architect hereby certifies that neither Architect nor any firm affiliated with the Architect will bid on any construction contract or on any contract to provide construction surveys for any construction project included within this Agreement.

3.1.12. NOTICE

3.1.12.1. All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by, return receipt requested, postage prepaid and addressed as follows:

OWNER: Joanne M. Narloch, Director
General Services Department
360 Fair Lane
Placerville, CA 95667

ARCHITECT: George Miers and Associates
Architects and Planners
1150 Moraga Way, Suite 150
Moraga, CA 94556

3.1.13. INTEREST OF PUBLIC OFFICIAL

3.1.13.1. No official or employee of Owner who exercises any functions or responsibilities in review or approval of services to be provided by Architect under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Owner have any interest, direct or indirect, in this Agreement or the proceeds thereof.

3.1.14. INTEREST OF ARCHITECT

3.1.14.1. Architect covenants that Architect presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Architect further covenants that in the performance of this Agreement no person having any such interest shall be employed by Architect.

3.1.15. CALIFORNIA RESIDENCY (FORM 590)

3.1.15.1. All independent Architects providing services to the Owner must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Architect will be required to submit a Form 590 prior to execution of an Agreement or Owner shall withhold seven (7) percent of each payment made to the Architect during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

3.1.16. TAXPAYER IDENTIFICATION NUMBER (FORM W-9): All independent Architects or corporations providing services to the County must file a Department of Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

3.1.17. Not Used

3.1.18. AUTHORIZED SIGNATURES

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

3.1.19. PARTIAL INVALIDITY

3.1.19.1. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

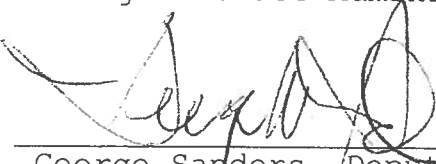
3.1.20. ADMINISTRATOR

3.1.20.1. The County Officer or employee with responsibility for administering this Agreement is George Sanders, Facilities Manager, General Services Department, or successor.

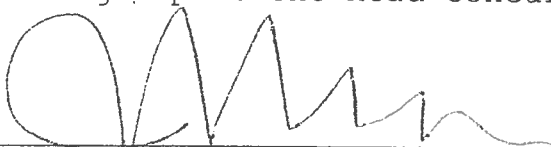
3.1.21. ENTIRE AGREEMENT

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

Requesting Contract Administrator Concurrence:

By:  _____ Dated: 9/28/06
George Sanders, Deputy Director
General Services Department

Requesting Department Head Concurrence:

By:  _____ Dated: 9/28/06
Joanne M. Narloch, Director
General Services Department

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This Agreement entered into as of the day and year first written above.

-- C O U N T Y --

Dated: 9/26/06

By: James R. Sweeney
James R. Sweeney, Chairman
Board of Supervisors
"Owner"

ATTEST:

Cindy Keck, Clerk
of the Board of Supervisors

By: Cindy Keck

Dated: 9/26/06

-- A R C H I T E C T --

Dated: 9/28/06^{gm}

GEORGE MIERS & ASSOCIATES
A CALIFORNIA CORPORATION

By: George T. Miers
George T. Miers
President
"Architect"

By: Corporate Secretary
Corporate Secretary

Dated: 9/28/06

EXHIBIT "A"

SCOPE OF SERVICES

July 17, 2006 (Revised 8/31/06)

Kathleen Beichley
Project Manager
County of El Dorado
General Services Department
360 Fair Lane
Placerville, CA 95667

Re: El Dorado County Western Slope Animal Shelter

As per your request, we are pleased to submit this revised Scope of Work/Fee Proposal for your and the County's consideration.

I. Design Team

- A. **George Miers & Associates, (GMA),** George Miers, Principal In Charge

- B. Consultants Retained by George Miers & Associates, (Design Team)
 - **Simpson, Gumpertz, Heger** - Structural Engineers
 - **Rao Engineers** - Mechanical Engineers
 - **Koch, Chun, Knobloch & Associates** - Electrical Engineers
 - **Fukushima Landscape Architecture** – Landscape Architects
 - **Psomas** - Civil Engineers
 - **Wilson Ihrig** - Acoustical Engineers
 - **Nielsen Rogers** – Hardware Consultant
 - **Richard Sinner** – Specification Writer

II. Scope of Work

General - Provide Design, Construction Documents, Bidding and Construction Administration Services for an approximate 15,000 to 18,000 SF single story facility which will serve the County's Animal Control Department. The design will be based upon the program, site studies and preliminary plan layouts prepared by George Miers and Associates over past several months. Our work will include a pre-schematic Program Verification/Adjustment, Schematic Design, Design Development, Bidding and Construction Administrative Services.

☐ **Drawing Format**-All work will be performed in AutoCAD. A CD containing all drawings and specifications will be submitted to the County following the Schematic, Design Development and Construction Document Phases. Also included will be one hard copy of all drawings and specifications per phase.

III. Scope of Services

George Miers & Associates, George Miers, Principal in Charge

A. Pre-Schematic Design – Program Verification/Adjustment Phase

1. Objective: To ensure that the previously developed program is still valid given the proposed square footage reductions.
2. Tasks
 - a. Program verification meeting with the user.
 - b. Adjustments to the program based upon user meetings and approval by the County.
3. Adjustments to site plan based upon program changes.
4. Deliverables
 - 1) Revisions as needed to the Building Program
 - 2) Minutes of meetings prepared in electronic format and distributed by email to meeting participants.

B. Schematic Design Phase

1. Tasks – See attached consultant proposals.
 - a. Review program “conceptual plan” and establish possible phasing and Bid Alternates. Owner to establish the Budget.
 - b. Prepare “Test” budget to evaluate the feasibility of the budget. Adjust the plan or the budget so as to reconcile each.
 - c. Building and site improvements
 - 1) Prepare schematic design phase civil drawings for site grading, drainage and utility drawings. Contact and coordinate with utility companies. (County to provide boundary, topo drawings and existing utilities and easements).
 - 2) Prepare schematic design phase structural, mechanical, plumbing, electrical, data and landscape drawings
 - 3) Prepare schematic design phase architectural drawings for building shell design, interior layout for all program components and interior finish schedule
 - 4) Review drawings with County

- 5) Prepare building code analysis – Meet and/or coordinate with Building and Fire Departments to ascertain requirements as well as any other Agency having jurisdiction over the design of the project, such as, but not limited to EID, PGE, DOT etc.
 - d. Prepare schematic design phase outline specifications.
 - e. Prepare schematic design phase estimate of probable construction cost.
 - f. Prepare a list of Owner furnished equipment.
 - g. Prepare a list of cage/kennel requirements and costs.
 - h. Presentation drawings for Public Hearings. These will include one colored exterior elevation, colored landscape plan and sketch rendering in addition to plans and sections. All drawings will be converted to power point presentation format.
2. Meetings
 - a. User meetings as required.
 - b. Attendance at 1 Public Hearing.
 3. Deliverables (all deliverables shall be provided in hardcopy format as well as electronic format on CD).

C. Design Development Phase

1. Tasks – See attached consultant proposals.
 - a. Review schematic design phase drawing comments
 - b. Building and Site Improvements
 - 1) Prepare design development phase civil drawings including erosion plan, storm water retention plan and calculations.
 - 2) Prepare design development phase architectural, structural, mechanical, plumbing, electrical and landscape drawings. Coordinate with County relative to colors, finishes and FFE requirements.
 - 3) Coordinate civil and structural design with County Geotechnical consultant.
 - c. Prepare design development phase outline specifications.
 - d. Prepare design development phase estimate of probable construction cost

2. Meetings
 - a. User meetings – as required.
 - b. Attend 1 Public Hearing
3. Deliverables (all deliverables shall be provided in hardcopy format as well as electronic format on CD).

D. Construction Documents Phase

1. Tasks – See attached consultant proposals.
 - a. Review design development phase drawing comments.
 - b. Building and Site Improvements
 - 1) Prepare construction documents (drawings and specifications):
 - Civil
 - Architectural
 - Structural
 - Mechanical
 - Plumbing
 - Electrical
 - Landscape
 - Coordinate modular furniture requirements with County.
 - Coordinate with County for colors, materials and FFE (Furniture, Fixtures & Equipment).
 - 2) Prepare structural calculations and Title 24 Energy Conservation Forms.
 - 3) Prepare construction documents phase estimate of probable construction cost.
 - 4) Coordinate final construction documents with County Geotechnical consultants.
 - c. Review 95% complete construction documents with County Project Architect.
 - d. Submit 100% complete construction documents, structural calculations and Energy Forms to County Architect to initiate building permit review process.
 - e. Revise construction documents as appropriate in response to County Building Department and County Architect review comments. Submit revised construction documents to County Architect.
 - f. Participate in presentation of project to Board of Supervisors if required.

2. Meetings
 - a. User meetings – as required.
 - b. Attend 1 Public Hearing as noted under “f” above.
3. Deliverables (all deliverables shall be provided in hardcopy format as well as electronic format on CD).
 - a. Deliver 1 copy of the following for bid. Multiple signed copies will be submitted for Agency approval as required.
 - 1) Construction drawings
 - 2) Specifications
 - 3) Estimate of probable construction cost
 - 4) Title 24 Calculation and Energy Forms

E. Bidding Phase

1. Tasks
 - a. Respond to Bidders’ questions.
 - b. Attend one pre-bid meeting.
 - c. Prepare addendums as required
 - d. Review bids with County.
2. Meetings
 - a. User meetings as required
3. Deliverables (all deliverables such as Addendums, shall be provided in hardcopy format as well as electronic format on CD).

F. Construction Administration

1. Meetings – Attend 1 construction meeting approximately every two weeks over an anticipated 52 week construction period. Approximately 26 meetings. Note, it is understood that certain meetings will need to meet weekly. However, as noted in the fee matrix, the fee is based on an approximate 26 meetings over this period of time. Meetings beyond 10% more than 26 meetings (or 3 additional), will be treated as an additional service.

2. Scope of Work -- Will generally follow those tasks described in the AIA B141 Owner/Architect Agreement and in the AIA 201 General Conditions of the Contract.
3. Prepare a punch list for all construction disciplines. Work includes one follow up review to check on completion items. This review will be conducted once contractor indicates in writing that all work is completed. Multiple follow ups will be conducted if needed, but they will be treated as additional services. We recommend that the Contract Documents include a clause that the Contractor reimburse the County for such additional follow up reviews.

G. Record Drawings -- GMA and its Consultants have provided a separate fee, noted on the matrix, to provide Record Drawings. These drawings will be based upon Contractor applied As-Built mark ups which are legible and complete. Any work required of GMA and its Consultants to verify existing conditions in the field will be treated as an additional service.

IV. Other Requirements

A. County Standards

1. Cadd drafting standards and County title blocks and borders.
2. County of El Dorado construction standard specifications.

B. Exclusions

1. Topo, Boundary and Utility Surveys - See attached Civil proposal.
2. Geotechnical Study.
3. Soil and/or toxic studies.
4. EIR and/or related EIR studies such as traffic analysis, wetlands' study, etc.
5. Separate Bid Documents for any other components not specifically called out herein.

D. Additional Services

1. Services requested by the County not included herein under Item III Scope of Services shall be subject to additional compensation as mutually agreed upon.

V. Fee Proposal

- ##### **A. Consultant Fees per Phase** - See attached matrix.

Kathleen Beichley
El Dorado County Western Slope Animal Shelter
Fee Proposal
July 17, 2006 (Revised 8/31/06)
Page 7

B. Reimbursable Expenses

Reimbursable Allowance: See attached matrix.

Reimbursable expenses include those incurred by George Miers & Associates (GMA) and its Consultants in the interest of the Project beyond those noted herein. Reimbursable items shall include, but are not limited to, travel, reproduction (photocopy and in-house and out of house plotting), postage, special mailings, couriers, models, 3-D computer graphics, additional insurance coverage or limits (including Professional Liability Insurance) in excess of that currently carried by GMA and already submitted to the County.

Reimbursable items shall be charged at a rate equal to the cost of the items plus 15% (cost x 1.15).

C. Hourly Rate Schedule – see attached GMA and Consultant hourly rate schedules
GMA Consultants – Hourly Rate plus 15%.

Please call me should you have any questions regarding our proposal. We look forward to working with you on this much needed project.

Sincerely,


George Miers

ATTACHMENT
CONSULTANT PROPOSALS



Simpson Gumpertz & Heger Inc.
Consulting Engineers

Boston
Los Angeles
New York
San Francisco
Washington, DC

12 July 2006
Revised 1 September 2006

Mr. George Miers
George Miers & Associates
Architecture and Planning
1150 Moraga Way, Ste. 150
Moraga, CA 94556

Project 67237.00 PLAC: Placerville Animal Control Shelter, El Dorado County, CA

Dear George:

Simpson Gumpertz & Heger Inc. (SGH) is pleased to present this proposal to provide structural engineering services for the design of the subject project.

BASIS OF PROPOSAL

The following serves as the basis for this proposal:

- Site Plan, Sheet A1.0 prepared by George Miers & Associates, dated 19 June 2006.
- RFP from George Miers and Associates dated 20 June 2006, transmitted by email.
- Phone conversation with George Miers.

PROJECT DESCRIPTION

We understand the project will consist of a one-story Type V building containing approximately 18,000 sq ft. We assume the site will be graded to provide a level building pad and that the foundations will be conventional spread footings with slab-on-grade. The project includes two barns that will be provided on a design/build basis.

SCOPE OF BASIC SERVICES

This proposal is to provide structural engineering services for the design of the primary structural framing systems for the animal control building. For the barns, we will provide design criteria, design of the foundations, review of design/build proposal, and review of the shop drawings. We will not be engineer of record (EOR) for the barn superstructure. We assume that the design/build designer will provide us with all design loads imposed on the foundations by the barn before we commence the design of the foundations for the barns. We will provide review of and recommendations for equipment anchorage and attachments of non-structural elements shown on drawing by the other design disciplines. Structural engineering services for alternate foundation configurations, such as a raised ground floor over crawl space, are not included in this Basic Scope. Structural engineering services for other aspects of the project, such as secondary components (e.g., roof ornaments, or other structures) are not included in

this Basic Scope, but can be provided by us, under separate agreement or as additional services.

Structural design services will include schematic design, design development, preparation of construction documents, bidding and permitting, construction administration support, and preparation of structural record drawings. We will also provide review of structural shop drawings, including those for the barns, shop drawings for exterior ornamentation supports and other attachments to the primary building shell structure, as well as coordinate with the architectural, mechanical and electrical engineering consultants, and the construction contractor.

Our Basic Services will include the following specific tasks:

Schematic Design

- SD1. Attend a preliminary design and coordination meetings to consult on building layout, project design criteria, structural system selection and to develop preliminary structural designs.
- SD2. Provide consultation to other design disciplines on the nature of structural work anticipated for preliminary designs. Prepare schematic structural drawings indicating foundation type, structural system, and column grid layout.
- SD3. Prepare preliminary design calculations to develop the basic structural load carrying system and detailing for the buildings. Unless specifically agreed otherwise, the design criteria for the project shall be the 2001 edition of the Uniform Building Code.
- SD4. Prepare structural outline specifications indicating the basic types and qualities of materials to be incorporated into the project and the basic construction requirements.
- SD5. Prepare schematic structural drawings, including typical floor plans, wall elevations, and preliminary foundation plan.
- SD6. Provide input and review of schematic cost estimates.
- SD7. Make a preliminary assessment of the advantages and disadvantages of various materials of construction.

Design Development

- DD1. Attend design and coordination meetings. Assist in presentations as required.
- DD2. Prepare preliminary working drawings including floor plans, elevations, general notes and standard details.
- DD3. Prepare preliminary calculations supporting the design development drawings.
- DD4. Prepare preliminary structural specifications in CSI format.
- DD5. Coordinate the documents with other disciplines and design teams.
- DD6. Provide input and review of cost estimates prepared during the development of design.

- DD7. Provide input and comment on value engineering recommendations.

Construction Documents

- CD1. Following approval of the design development drawings; prepare final structural drawings.
- CD2. Complete the structural engineering calculations in support of the construction drawings and in preparation for submittal to the building department.
- CD3. Provide structural specification sections in CSI format, including foundations, cast-in-place reinforced concrete, CMU, and structural steel.
- CD4. Attend project coordination meetings. Assist in presentations as required.
- CD5. Coordinate the structural construction documents with those of the other disciplines and with specialty vendor supplied items.
- CD6. Coordinate the documents with other disciplines and design teams.

Bidding/Permit Services

- BP1. Respond to and coordinate all structural plan check questions on the SGH design package.
- BP2. Provide support during the construction subcontract bid process and responding to requests for clarification of the structural bid documents.

Construction Administration

- CA1. Review structural shop drawings for general conformity with the intent of the contract plans and specifications. Such review does not indicate approval of dimensions, quantities, coordination with other trades, nor work methods of the contractor which are indicated thereon. This proposal includes budget for one initial and one follow-up review of shop drawings.
- CA2. Review contractor structural submittals other than shop drawings, including concrete mix designs and product data for conformance with the construction document requirements.
- CA3. Provide consultation to the contractor for the clarification of structural design details, including response to RFIs and provide structural bulletins as required to clarify construction requirements. Coordinate with architectural Project Manager in the event that immediate field response to construction issues is required.
- CA4. Provide structural observation periodically during the structural portion of the construction effort. This will consist of periodic site visits to observe the general progress of construction at critical stages, and to form an opinion as to the extent with which the contractor is conforming to the design intent. Following each field observation SGH will provide a structural field report documenting our observations on the site, together with any recommendations for corrective measures or alteration of the work in progress. The proposal has budgeted a maximum of three site visits. This

is not intended to serve as the Special Inspection services or as an alternative to services normally provided testing agencies.

- CA5. Review special inspection and testing reports prepared by the Owner's Special Inspection agency and testing laboratory under the specifications.
- CA6. Upon completion of the construction, SGH will submit a letter to the building department, indicating the scope of services provided by us on the project and that, insofar as permitted by our observation of the work, it has been satisfactorily completed in accordance with our intent.

Record Drawings

- RD1. Prepare structural record drawings from the contractor's as-built drawings.

COMPENSATION FOR BASIC SCOPE OF SERVICES

Our fees to perform the Basic Scope of Services are outlined below. Reimbursable expenses, are stated as an allowance.

Phase	Fees	Allowance for Reimbursables
Schematic Design	5,000	200
Design Development	8,000	200
Construction Documents	28,000	500
Permitting	2,000	100
Construction Administration	10,000	900
Record Drawings	4,500	100

REIMBURSABLES

Reimbursable expenses, unless otherwise noted, includes printing, reproduction, delivery, messengers, travel expenses and photos. Reimbursable expense will be billed at actual cost plus ten percent.

ADDITIONAL SERVICES & COMPENSATION

Services beyond those specified under Basic Services will be Additional Services. These services will be provided only at your written request. Compensation for additional services may be performed for a specified fee or performed on a time-and-materials basis, in accordance with Attachment A, Fee Schedule. Fee rearrangements will be agreed upon after such services are defined and a specific additional scope is agreed upon. Reimbursable expenses, unless otherwise noted, includes printing, reproduction, delivery, messengers, travel expenses and photos. Reimbursable expense will be billed at actual cost plus ten percent.

INFORMATION FURNISHED BY OTHERS

The following information shall be provided to SGH for use on this project:

- A geotechnical investigation report for this property. The geotechnical engineer shall provide foundation soil design parameters, as required to assist the structural engineer in the performance of his work.
- A civil engineering survey of the property. The survey shall include topographic, boundary and utility surveys, existing structures, etc.
- Any special design criteria for the project.
- Structural loads imposed on the barn foundations from the design/build designer.
- Architectural backgrounds in electronic format (Autocad .dwg or .dxf).
- Locations and structural loading data for mechanical equipment, heavy filing areas, assembly areas, or any other special loads to be supported on or within the project.
- A schedule of deliverables for all disciplines on this project.

GENERAL PROVISIONS

Specifically omitted from this proposal are all design and contractor's safety precautions as to means, methods, techniques, sequences, or procedures required for the contractor to perform his work but not relating to the final or completed structure; omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and bracing.


You have the right to terminate our services at any time, subject only to previous commitments that we have made to others on your behalf. Rates are subject to renegotiation after one year.

This proposal is valid for 60 (sixty) days. Our proposed Agreement consists of this proposal and the enclosed Standard Provisions. If acceptable, please sign and return one copy of this letter.

We look forward to working with you on this project.

Sincerely yours,

SIMPSON GUMPERTZ & HEGER INC.


 John F. Sumnicht, Senior Principal
 CA License S2848
 M:\Proposals\2006\SF06-000521-JFS_EI Dorado_Rev1.doc

Accepted:

GEORGE MIERS & ASSOCIATES

By _____
 Title _____
 Date _____

Attachment A, Fee Schedule
Attachment B, Standard Provisions

**SIMPSON GUMPERTZ & HEGER INC.
FEE SCHEDULE AND PAYMENT TERMS**

ATTACHMENT A

<u>Personnel Category*</u>	<u>Hourly Billing Rate (\$ per hour)</u>
Senior Principal	\$205
Principal.....	\$185
Associate Principal.....	\$175
Staff Consultant 1.....	\$185
Staff Consultant 2.....	\$175
Consulting Architect	\$180
Senior Project Manager 1	\$170
Senior Project Manager 2	\$160
Project Manager.....	\$150
Senior Project Supervisor	\$120
Project Supervisor.....	\$120
Senior Staff Engineer 1	\$147
Senior Staff Engineer 2.....	\$134
Staff Engineer 1	\$124
Staff Engineer 2	\$114
Senior Engineer 1	\$108
Senior Engineer 2	\$98
Senior Field Engineer.....	\$97
Engineer.....	\$91
Senior Laboratory Technician	\$99
Laboratory Technician.....	\$70
Engineering Aide.....	\$59
Senior Graphics Specialist.....	\$140
Senior Project Drafter.....	\$100
Senior Drafter	\$96
Drafter	\$84
Illustrator/Programmer	\$66
Permit Specialist	\$97
Data Manager	\$90
Non-Technical	\$58

* Personnel categories and rates shown for Engineers apply also to Architects, Conservators and Building Technologists, etc.

Individuals performing services are billed at the applicable rate(s) stated above. An annual rate adjustment, based upon salary increases, will apply on January 1 each year. Annual rate adjustments will not exceed 5% without Client's advance approval.

Direct expenses include out-of-pocket expenses, such as subconsultants, travel, and outside services, and charges for the use of SGH field and laboratory equipment, reproduction facilities, etc. Direct expenses also include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.

Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within 30 days. Invoices will be submitted showing labor (hours worked) by labor category and total expenses, but not actual documentation. The Client shall reimburse SGH for all attorney's fees and collection costs related to collection of overdue payments.

ATTACHMENT B

CONTRACT PROVISIONS

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties specifically define in writing an official amendment of this Agreement.
2. **RIGHT OF ENTRY** – When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SGH are instruments of SGH's service that shall remain SGH's property. The Client agrees not to use SGH-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by SGH without SGH's express written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by SGH will be at the Client's sole risk and without liability to SGH or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless SGH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement.

Any release or project-specific adaptation by SGH will entitle SGH to further compensation at rates to be agreed upon by Client and SGH.

4. **DISPOSAL OF SAMPLES** – SGH will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** – The scope of SGH's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
6. **CONSTRUCTION SERVICES** – When construction-phase services are included in the Agreement, SGH will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

SGH is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations.

SGH's evaluation of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7. **STANDARD OF CARE** – SGH and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

SGH shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

OPINION OF PROBABLE COSTS – When required as part of our work, SGH will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by SGH hereunder will be made on the basis of SGH's experience and qualifications and will represent SGH's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that SGH does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

SUSPENSION OF WORK – The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for, and shall promptly pay SGH for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

If payment of invoices by the Client is not maintained current, SGH may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold SGH harmless from any claim or liability resulting from such suspension.

10. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if SGH's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of SGH. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

11. **LIABILITY** – SGH will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that SGH's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, SGH's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total amount recoverable from such insurance.
12. **CONFLICTS OF INTEREST** – This assignment may involve parties with adverse interests to clients with whom SGH has current or past relationships. It is SGH policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but SGH cannot assure that conflicts or perceived conflicts will not arise, and SGH does not accept responsibility for such occurrences.
13. **REIMBURSABLE EXPENSES** – SGH will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.
14. **INDEMNIFICATION** – SGH shall, subject to the limitation of liability contained in Section 11, indemnify the Client for any loss or damage solely caused by the professional negligence of SGH in performance of the services under this Agreement.
15. **MISCELLANEOUS**

Precedence: These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

Governing Law: The laws of the state in which the SGH office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

SGH Reliance: Unless otherwise specifically indicated in writing, SGH shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: SGH shall not be required to sign any documents, no matter by whom requested, that would result in SGH's having to certify, guaranty, or warrant the existence of conditions that SGH cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or SGH. SGH's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against SGH because of this Agreement or SGH's performance of services hereunder.

ATTACHMENT B CONTRACT PROVISIONS

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties specifically define in writing an official amendment of this Agreement.
2. **RIGHT OF ENTRY** – When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SGH are instruments of SGH's service that shall remain SGH's property. The Client agrees not to use SGH-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by SGH without SGH's express written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by SGH will be at the Client's sole risk and without liability to SGH or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall to the fullest extent permitted by law, defend, indemnify and hold harmless SGH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement.

Any release or project-specific adaptation by SGH will entitle SGH to further compensation at rates to be agreed upon by Client and SGH.
4. **DISPOSAL OF SAMPLES** – SGH will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** – The scope of SGH's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations.
6. **CONSTRUCTION SERVICES** – When construction-phase services are included in the Agreement, SGH will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

SGH is not a guarantor or insurer of the contractor's work, the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations.

SGH's evaluation of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.
7. **STANDARD OF CARE** – SGH and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.
8. SGH shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
9. **OPINION OF PROBABLE COSTS** – When required as part of our work, SGH will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by SGH hereunder will be made on the basis of SGH's experience and qualifications and will represent SGH's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that SGH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining prices or performing the work.
10. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for, and shall promptly pay SGH for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

If payment of invoices by the Client is not maintained current, SGH may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold SGH harmless from any claim or liability resulting from such suspension.
10. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if SGH's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption or any other cause beyond the reasonable control of SGH. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.
11. **LIABILITY** – SGH will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that SGH's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, SGH's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total amount recoverable from such insurance.
12. **CONFLICTS OF INTEREST** – This assignment may involve parties with adverse interests to clients with whom SGH has current or past relationships. It is SGH policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but SGH cannot assure that conflicts or perceived conflicts will not arise and SGH does not accept responsibility for such occurrences.
13. **REIMBURSABLE EXPENSES** – SGH will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.
14. **INDEMNIFICATION** – SGH shall, subject to the limitation of liability contained in Section 11, indemnify the Client for any loss or damage solely caused by the professional negligence of SGH in performance of the services under this Agreement.
15. **MISCELLANEOUS**

Precedence: These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

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SECTION 02102 – CLEARING AND GRUBBING

Work shall consist of providing all labor, tools, equipment, ect. Needed to clear and grub the project site of all trees, vines, sod, brush, rubbish, and other objectionable materials in preparation for construction. Some underground utilities are to remain and shall be protected from damage. Keep roads and walks free of dirt and debris as to not disrupt use.

SECTION 02150 – FIELD ENGINEERING

Field engineering services as are required for proper completion of the work shall include, but not necessarily limited to: establishing and maintaining lines and levels; structural design of shores, forms, and similar items provided by the Contractor as part of his means and methods of construction; maintaining current storm water drainage flows; provide necessary erosion controls.

SECTION 02200 – EARTHWORK

Provide labor, materials, tools, and equipment to perform all site grading work including the following: site clearing and grubbing; rough and finish grading according to set slabs and pavement as shown on drawings; excavation (and removal of excess material if necessary); import and placement of fill if necessary; trenching for all utilities; compaction and testing per notes on drawings; top soil in planting areas; dust control; control of surface and ground water; removal of existing improvements; finish grading; and notify USA at 1-800-227-2600 prior to commencing work to locate utilities.

SECTION 02202 – EARTHWORK FOR UTILITIES

All work will be in accordance with ASTM, Merced County, and California Department of Transportation standards. When cutting pavement, curbs, and/or gutters, make cuts with neat, vertical, parallel, straight lines, six inches wider than trench width and six inches beyond edge of pits. Backfilling shall be done in 8-inch maximum loose lifts and compacted uniformly to the specified percent compaction. Compaction density testing shall be measured and taken at locations selected by the Engineer. Excavations shall be backfilled before leaving work for that night, except for bore pits which are to be protected in accordance with all applicable safety regulations.

SECTION 02220 – TRENCHING

Work includes furnishing and/or paying for all fees and permits, all labor, tools, equipment, transportation and services required to complete the trenching and backfilling for all on-site and off-site utilities. These services include, but are not limited to: excavation of trenches for utilities to exterior face of buildings; compacted bed and compacted fill over utilities to subgrade elevations, to exterior face of buildings; all required incidental work, such as staking of bed elevations, slopes for trenches, and checking elevations for catch basins.

SECTION 02430 – STORM DRAINAGE

Design will be according to ASTM and County of Merced standards. Pipes and fittings shall conform to ASTM C76 with ends suitable for rubber gasket joints. Joints shall conform to ASTM C443. Work shall be conducted as to minimize interruption of existing lines and systems. Engineer or Inspector will witness all specified field tests.

RAO Engineers
Mechanical Engineers
330 Arroyo Seco
Hollister, CA 95023

June 26, 2006

Mr. George Miers
George Miers & Associates,
1150 Moraga Way, Suite 150
Moraga, CA 94556

Reference: Placerville Animal Control Shelter

Dear Mr. Miers:

We are pleased to present our proposal for mechanical engineering services for your consideration.

A. PROJECT DESCRIPTION.

Provide Mechanical Engineering Design Services for the new Animal Control Facility consisting of a approximately 18,300 square feet of a single story building for El Dorado County, with additional design build criteria for new barn.

B. GENERAL WORK INCLUDED

1. Meetings at your offices in Moraga, CA. as required for setting up design criteria and parameters,
2. Prepare Schematic drawings for HVAC and Plumbing systems.
3. Prepare construction documents including drawings and specifications for HVAC and Plumbing system components and installation.
4. Review sets of drawings for Schematic Design, Design Development and Construction Document will consist of (1) set of prints.
5. Stamped and signed prints as required by the County for Plan Check.
6. Incorporation of Plan Check, and other Regulatory comments, if any.
7. One set of prints of final design drawings, incorporating plan check comments, if any, for Bidding.
8. Title 24 Energy compliance calculations and forms for HVAC work.
9. Building envelope Title 24 energy compliance calculations.
10. Answering questions during bidding and providing clarifications to drawings and specifications.
11. Review of shop drawings and construction support services.

C. SPECIFIC SCOPE OF WORK

I. HVAC

1. For all Animal Holding, Isolation, Adoption, Euthanasia, etc the HVAC system will provide 100% outdoor air at 12- 15 air changes/hour. This will provide for a clean and wholesome atmosphere. Roof mounted air conditioner units will filter (30% efficiency filters) cool /heat outdoor air. Air from units will be supplied at a constant volume to maintain a steady airflow to room. Air from these rooms will be exhausted to the outdoors by an exhaust fan located within the air conditioning unit . Energy from exhaust air stream from all animal rooms (except Isolation) will be recovered using an energy recovery wheel located in the A/C unit air intake. Energy recovery will cut heating and cooling costs by as much as 40%-50%.

Each zone thermostat will maintain the desired room temperature adjustable between 70-80 degrees Fahrenheit, by controlling supply air temperature from unit.

Air from Animal Holding will not be re-circulated. Rooms will be maintained at a slightly negative pressure in relation to adjoining corridors.

For Surgery or other critical care rooms the supply air may be filtered through High Efficiency Particulate Filters (HEPA) prior to introduction into the space. This type of filtering helps insure aseptic conditions and reduce the risk of postoperative infections. Rooms will be maintained at a slightly positive pressure in relation to adjoining rooms.

2. Placement of the supply and exhaust ports within Animal rooms is important in sweeping away allergens, heat build up, odor control and particle generation.

All air supplied will be to Animal Holding areas will be exhausted thru grilles located close to floor, and ducted to outdoors through A/C mounted exhaust fans.

Locating the discharge of exhaust air away from air intake is essential and study of prevailing wind patterns from local airport will be very helpful.

3. HVAC systems for offices areas will be separate and will not be common with Animal areas. Each office will have its own thermostat to control temperature. Outdoor ventilation air, at the rate of 15 cubic feet per person will be introduced through the Air handling system as recommended by ASHRAE Standards. Self contained rooftop packaged units will be used for these areas, for cost considerations.
4. Exhaust fans for other Toilet Rooms, Janitor closets, etc. and Vents for dryers.
5. Control system for maintaining temperatures.

II. PLUMBING

1. Trench drains with water flush at each end for Animal Holding areas connected to sanitary sewer. Drains should slope at least ¼ inch per foot and be minimum 4" in diameter to minimize humidity and allow for rapid removal of waste/ water and drying of surfaces
2. Dog Ward floor drains with removable grates draining into a common drain header leading thru a flushing P-trap to building sewer main. Flush valve will be concealed in a flush mounted valve box mounted in each room.

3. Central Chemical Cleaning system with high pressure pumps, with remote hose outlets for sanitizing and rinse operations located in Animal areas
4. Domestic water heater, pumps, supply and piping for providing hot water to lavatories, clothes washer, and kitchen sinks, etc.
5. Grooming vacuum system, piping and outlets for Surgery Prep Room and Grooming Rooms.
6. Oxygen piping from cylinders to outlets in Surgery and Recovery Rooms.
7. Toilet fixtures, lavatories, floor drains, etc.
8. Drain, waste and vent piping and routing sanitary sewer to 5 feet beyond exterior wall of building for connecting to exterior street sanitary sewer.
9. Sizing and routing of domestic cold water system to serve all new plumbing fixtures.
10. New natural gas lines from gas meter to water heater(s), clothes dryers and roof mounted air conditioning units, etc.
11. Condensate piping from air handling units.
12. Roof drains and overflow drains and extension to point of connection to site storm drain system.

III. FIRE SPRINKLERS

1. Design build criteria specifications for automatic fire sprinkler system. No drawings or design is included.

D. CLARIFICATIONS

1. An equipment room will be required for locating water heater, SMT systems, pumps, etc.
2. Architectural drawings will be made available in AutoCAD compatible format.

E. WORK NOT INCLUDED

1. Water, sewer, storm drain piping five feet beyond exterior wall of building from where piping coordinated with Civil engineering .
2. Propane gas piping by Vendor. (if natural gas not available).
3. Water storage tanks, pumping systems for water or sewage and septic systems.
4. Detailed cost estimates.
5. Record drawings incorporating field changes.
6. Design services to provide alternate bid items.
7. Re-design required for other reasons not the fault of the Engineer.

E. TERMINATION

1. This contract may be terminated by the either of the parties, upon written 7 days notice.

F. FEES

Our fees for the work outlined are as follows:

1. Basic Services:

Schematic Design	\$	6,500.00
Design Development	\$	4,500.00
Construction Documents	\$	28,000.00
Bidding	\$	1,500.00
Construction Administration	\$	5,000.00
Total	\$	<u>45,500.00</u>

Fee for services performed will be due and payable within 45 days of billing.

2. *Reimbursable expenses:*

Reimbursable expenses are separate from fees for Basic Services, and are for the following :

- Expenses for out of town travel and living (greater than 50 miles).
- Expenses for plotting and printing costs.
- Postage, mailing and courier services.

Reimbursable expenses are estimated to be as follows;

Schematic design phase -\$100.00

Design Development phase- \$100.00

Construction Documents- \$300.00

Construction Administration- \$1000.00

Reimbursable expenses will be invoiced at cost.

3. *Preparation of record drawings from Contractor's "as-built" marked up set.*

HVAC AND Plumbing drawings: \$ 2500.00

Additional Services:

Compensation for authorized additional work not included in paragraphs (B) and (C) above will be provided at the following rates:

Principal/Project Engineer	\$120.00/hour
CAD Drafting	\$ 75.00/hour
Clerical	\$ 50.00/hour

We thank you for the opportunity of presenting this proposal and are looking forward to working with you on this and other projects.

Sincerely yours

G. Rao PE M-20354

Principal



KOCH, CHUN, KNOBLOCH & ASSOCIATES, INC.
E L E C T R I C A L E N G I N E E R I N G

June 27, 2006

George Miers & Associates
1150 Moraga Way, Suite 150
Moraga, CA 94556

Attention: George Miers

Project: El Dorado County/Placerville Animal Control Shelter
KCK Job No. 20060606

Dear George:

We are pleased to submit our fee proposal to provide electrical engineering services for the subject project.

A. PROJECT DESCRIPTION:

Provide Electrical Engineering and Design Services for a new single-story Animal Control Shelter with two (2) barns which will serve El Dorado County. The Animal Control Facility shall be approximately 18,000 square feet. Barns are to be contractor "design-build".

Spaces shall consist of a Public adoption area with socialization rooms, animal holding rooms, grooming, exam rooms, surgery and prep, crematory, classrooms, administration areas and ancillary spaces.

Electrical engineering and design services scope of work shall include of the following:

1. New electrical service.
2. Emergency Generator.
3. Power distribution for normal and emergency electrical systems.
4. Lighting system (interior and exterior) including automatic lighting control system.
5. Receptacle layout with branch circuitry for normal and emergency systems.
6. Connection to Owner furnished equipment and Architectural specified equipment.
7. Connection to mechanical equipment.
8. Low voltage Systems including:

- a. Fire Alarm System (Deferred Approval) – Device layout for bidding purposes only. Fire Alarm system shall be done on a “Design Build” basis by the selected contractor. The selected contractor shall prepare shop drawings with head-end equipment, conduit, wiring, voltage drop and battery calculations and wiring diagrams and obtain all approvals from the authority having jurisdiction.
 - b. Telephone/Data System – Device layout, junction boxes and empty conduit only. Owner shall provide head-end equipment, devices and cabling.
 - c. Paging/Music Speaker System – Device layout for bidding purposes only. Paging/Music Speaker system shall be done on a “Design Build” basis by the selected contractor. The selected contractor shall prepare shop drawings with head-end equipment, conduit and wiring requirements.
9. Coordination of site utilities with the utility companies, main electrical service and telephone service (empty conduit for backbone only) and general site lighting including parking lot.
 10. Barns are to be contractor “design-build”. Scope of work under this contract shall include preparing design criteria, review of contractor product submittals and shop drawings and construction administration services. Electrical service will be provided to the barn structures.

B. SCOPE OF WORK

1. **SCHEMATIC DESIGN PHASE:** Perform an electrical load analysis. Prepare main electrical room and telephone/data room layout plan and site plan showing site electrical equipment and routing of conduit. Prepare electrical systems narrative.
2. **DESIGN DEVELOPMENT PHASE:** Prepare layout plans and outline specifications of Electrical Systems described in the electrical systems narrative. Attend a maximum of one (1) design meeting.
3. **CONSTRUCTION DOCUMENTS PHASE:** Provide construction drawings and technical specifications for electrical systems as outlined under the design development phase. Attend a maximum of two (2) design/coordination meetings.
4. **BIDDING PHASE:** Prepare electrical addenda and clarification documents, interpret electrical drawings and specifications where required to clarify the intent of the construction documents during the bidding/contract award phase.
5. **CONSTRUCTION PHASE:** Review shop drawings and submittal data for general compliance with electrical contract documents, respond to RFI's, and

prepare change order documents were required to meet existing job conditions. Observance of the electrical work during construction including a maximum of two (2) sites visit during construction. One (1) of the two (2) site visits will be dedicated to a final walk through.

6. SPECIFICATIONS: Specifications will be standard format as taken from Engineer's word processors.
 7. CAD DRAWINGS: Cad drawings will be in the Engineer's standard format using Auto Cad Release 2002.
 8. MISCELLANEOUS SERVICES INCLUDED: Review of record drawings produced by the project subcontractor.
 9. SERVICES NOT INCLUDED:
 - a. Structural calculations for seismic anchorage of electrical equipment.
 - b. Detailed cost estimates.
 - c. Design of voice/data systems.
 - d. Design of security system.
 - e. Providing reproducible on Mylar medium.
 - f. Providing CAD disks.
- C. EXTRA SERVICES: The Engineer shall receive extra compensation on a cost-plus basis or other agreed-upon basis for special services, which are not included in the basic fee. Examples of such special services are:
1. Design services to provide alternate bid items.
 2. Employment of special sub-consultants at the request of the Owner or the Architect.
 3. Structural calculations for seismic anchorage of electrical equipment.
 4. Redesign required for other reasons not the fault of the Engineer.
 5. Design meetings and/or site visits in excess of those provided under Section B.

D. MATERIALS AND SERVICES FURNISHED BY THE ARCHITECT:

1. Architectural drawings in AutoCad Release 2002 drawing file format and one set of Blue Line Architectural Drawings.
2. Revised Architectural drawings in AutoCad Release 2002 drawing file format and a set of marked-up bluelines indicating the areas of change.
3. Reproduction of drawings, specifications and reports for in-house distribution to the Architect's staff and record copies of construction of documents for the consultants use. All printing for client use or bidding.

E. COMPENSATION:

1. BASIC SERVICES: Compensation for basic services outlined under Section B above. Basic services fee for this project will be as follows:

Schematic Design Phase	\$4,725.00
Design Construction Phase	\$6,300.00
Construction Documents Phase	\$12,600.00
Bidding Phase	\$1,575.00
Construction Administration Phase	<u>\$6,300.00</u>
Total	\$31,500.00

Prepare Record Drawings from contractor "As-Built" mark-ups:

Hourly not to exceed	\$1,200.00
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Engineer's portion of fee for services performed is due within 45 days of billing. Interest of 4% annually will accrue on all accounts 60 days past due.

2. EXTRA SERVICES: Compensation for authorized Extra Services as defined in Paragraph C shall be hourly at the rates listed below.

Principal	\$125.00
Project Engineer	\$105.00
Engineer/Designer	\$100.00
Technical Support	\$70.00
Clerical	\$60.00
Field Service	\$120.00

3. REIMBURSABLE EXPENSES: Reimbursable expenses are defined separately from Professional Services and are not included in the fee amount, or are not

limited by the fee maximums, set forth in this proposal. Reimbursable expenses in the interest of the Project include, but are not necessarily limited to, the following:

- a. Expenses of out-of-town (more than 50 miles) travel and living.
- b. Expenses of graphic and photographic reproduction.
- c. Expenses of postage, mailing or delivery services.
- d. Expenses of long distance telephone calls, faxes, wires, or telegrams.
- e. Expense of reproductions. Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

Reimbursable allowance shall be **\$500.00**.

KCK will invoice Architect for reimbursable expenses at the rate of 1.00X actual incurred expenses.

If the services covered by this agreement have not been started within four (4) months of the date hereof, through no fault of the Engineer, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted. If no written adjustments are made to this fee proposal by the Architect or Engineer prior to the start of work, the amounts of compensation, rates and multiples set forth in this document will be in effect.

Thank you for considering our Firm for this project and we look forward to working with you on this project.

Very Truly Yours,

KOCH, CHUN, KNOBLOCH & ASSOCIATES, INC.



Michael T. Stevens
Associate

EXHIBIT A
PSOMAS

El Dorado County Western Slope Animal Shelter
Scope of Services
August 31, 2006

The project consists of the design of the El Dorado County Western Slope Animal Shelter. The site is estimated to be between 4 and 5 acres. One large structure, two outlying kennel structures, and associated parking will occupy the site. The site will be located at 5714 Pleasant Valley Road, El Dorado, California. There is a proposed access road of approximately 700 to 800 feet. We have included this design work as a separate line item. It is assumed utilities are available in Pleasant Valley Road and that we will extend services generally in the access road to the site. We have assumed that no additional offsite work will be required. This proposal includes only minor improvements to Pleasant Valley Road, limited to approximately 50 feet each side of the access road connection.

1. **Boundary/Topographic Mapping**

It is assumed that boundary and topographic survey will be provided by the client. At this time we do not know the limits of available topographic mapping. If additional information is required, we reserve the right for additional fee for this purpose.

2. **Offsite Street and Utility Design**

Psomas will prepare a plan and profile design for the access road to the site. This work will include design of sewer service including a duplex sewer pump station if required and water services from Pleasant Valley Road extending to the site. This design assumes that work on Pleasant Valley Road will be limited to 50 feet each side of the access road. Submittals for planning and budgeting purposes will follow the schematics, design development and construction drawing phases as described below. The design surveys and easement or right of way description should be furnished by the County's survey consultant.

3. **Schematics**

Based on a supplied site plan Psomas will prepare schematic horizontal control, grading and drainage and sewer and water plans. The project site is assumed to be approximately 4 to 5 acres. Offsite utility improvements are assumed to be existing in Pleasant Valley Road with adequate capacity for the project. Schematic plans will be provided to various utility companies for their needs. An outline specification will be prepared.

4. **Design Development**

As a result of the schematic phase, complete design development drawings will be prepared. The plans will include horizontal control, paving, grading and drainage, sewer and water and sections and details. It is assumed that the site plan at this phase is close to

the final and only small changes will occur. The level of effort is expected to be approximately a 50% construction document set.

5. **Construction Documents**

Following approval of the design development phase, Psomas will prepare construction documents to include the following:

- a. Title Sheet
- b. Horizontal Control and Paving Plans
- c. Grading and Drainage Plans
- d. Sewer and Water Plans (includes domestic, fire and landscape services)
- e. Sections and Details
- f. Calculations
- g. SWPPP and Erosion Control
- h. Specifications

Final plans will be sent to utility companies. Designs provided by the project electrical and mechanical consultants and the utility companies will be shown on the civil drawings. This includes electrical, telephone, gas and CATV. Site lighting will also be shown for coordination purposes only.

6. **Meetings**

It is unknown at this time the number and extent of meetings for coordination with the design team and public agencies. We have assumed a maximum of 24 hours billed on a Time and Materials basis.

7. **Dry Utility Coordination**

Psomas will identify utility providers and make preliminary plan submittals showing work that is required. The client will make application to the utility company for relocation of facilities that are in conflict with the improvements.

8. **Bidding**

Attend pre-bid meeting and respond to questions during bidding phase.

9. **Construction Assistance**

Perform two site visits during key times of site work construction. Respond to RFI's and field questions. Prepare as-built drawings based on marked up plans provided by the contractor.

10. **As-built Drawings**

Prepare as-built drawings base plans marked up plans furnished by contractor. Field surveys are not included in this item.

11. **Expenses**

Supply plots, printing for internal use, coordination prints, faxes, overnight deliveries and mileage. Printing for bidding is not included. Psomas will bill as Time and Materials based on cost plus 10 percent with the limit shown.

12. **SWPPP**

Prepare and submit to County the Storm Water Pollution Prevention Plan. Prepare NOI for County signature and submit to Division of Water Resources to obtain the WDID number.

EXCLUSIONS:

The following services are excluded from the scope of this proposal. If any of the following services are required, Psomas will negotiate the scope and fee for those services.

1. Title Reports.
2. Geotechnical Investigations.
3. Landscape Irrigation and Planting Plans.
4. Fees.
5. Onsite Parking Lot Lighting
6. Offsite Street Light Design
7. Traffic Signal Design
8. Dry Utility Design
9. Legal Descriptions and Exhibits

**EXHIBIT B
PSOMAS**

El Dorado County Western Slope Animal Shelter
Compensation of Services
August 31, 2006

1.	Boundary/Topographic Mapping	NIC
2.	Offsite Street and Utility Design (\$23,000) Included in items 3, 4, and 5	
3.	Schematics	\$13,300
4.	Design Development	\$22,600
5.	Construction Documents	\$32,600
6.	Meetings	Included in other items of work
7.	Dry Utility Coordination	Included in other items of work
8.	Bidding	\$1,500
9.	Construction Assistance	\$7,800
10.	As-built drawings	\$1,700
11.	Expenses (Cost + 10%)	\$1,500
12.	SWPPP	\$3,500
	Grand Total	\$84,500

Handwritten notes:
 RFB
 NOV 07
 FEB 08
 NOV 08
 Kaven 5908

Fukushima

Landscape Architecture

July 3, 2006

Mr. George Miers
George Miers & Associates
1150 Moraga Way, Suite 150
Moraga, CA 94556

RE: El Dorado County/Placerville Animal Control Shelter

Dear George;

Thank you for the opportunity of submitting the following proposal for the El Dorado County/Placerville Animal Shelter Project.

Proposal

Consultant:

Fukushima Landscape Architecture (FLA)
Robert Fukushima ASLA, Registration 2871
1271 Washington Avenue, PMB 257
San Leandro, CA 94577
Tel. (510) 612-0987, Fac. (510) 568-9902

Client:

George Miers & Associates (GMA)
1150 Moraga Way, Suite 150
Moraga, CA 94556

I. Landscape Architectural Services

Fukushima Landscape Architecture shall perform the following landscape architectural services:

A. Part 1-Pre-Schematic and Schematic Design

1. Develop initial Schematic Level Site Design based upon architects initial building design. Plan to illustrate basic circulation and landscape areas and intent.
2. Revise Schematic Landscape Plan to reflect comments from GMA.
3. Receive comments from GMA and El Dorado County regarding initial Schematic Landscape Plan.

4. Revise Schematic Landscape Plan per comments
5. Submit Schematic Landscape Plan for review and approval
6. Finalize Schematic Landscape Plan illustrating basic site features, materials and planting material types and general locations.

B. Part II–Design Development

1. Based upon approved Landscape Schematic Plan, develop Site Base Plan illustrating site paving and landscape areas.
2. Develop Conceptual Landscape Plan showing plant material selected including genus, species, cultivar and container size, plant locations and planting notes
3. Submit plan for review by GMA and El Dorado County
4. Revise Conceptual Landscape Plan per GMA and County comment
5. Resubmit Plan for GMA and County review and comment
6. Finalize Conceptual Landscape Plan and Planting Palette per GMA and County comment.
7. Submit final Conceptual Landscape Plan for review and approval to begin construction document phase.

C. Part III– Construction Document Phase

1. Refine Conceptual Landscape Plan for use as basis of construction documents.
2. Finalize Planting Plan and Details showing plant material selected as well as genus, species, cultivar and container size, plant locations, planting notes, plant materials, size designations and species locations on plan
3. Finalize layout and reference plan showing basic layout reference lines, dimensions and materials legend, plan notes, material call-outs and coordination with detail sheet
4. Finalize landscape construction details sheet showing all details and notes to be utilized on project
5. Finalize Irrigation Plan and Details showing irrigation head locations, lateral locations, main line and point of connection location, irrigation schedule of materials, irrigation plan notes, finalize hydrozones and stations.
6. Develop Technical Specifications for Landscape Work shown on the plans and details.
7. Project administration and communication. Coordinate with other consultants and County to provide proper equipment and site development. Coordinate with County to provide required irrigation equipment.

D. Part IV–Bid Phase Support

1. Assistance during Bidding Phase

E. Part V--Constructon Phase Support

1. Submittal Review
2. Site visits as necessary to determine compliance with contract documents or review work on site
3. Construction Phase support including response to RFI and Change Order requests

F. Reimbursables

Reimbursables are included as a not to exceed amount of \$1200 and are not included in the total fee for landscape architectural services. Reimbursables will be submitted without consultant markup and are direct expense only.

III. Additional Conditions

- A. Fukushima Landscape Architecture shall work with the project Civil Engineer and/or Architect to provide coordination of the finish grades for the landscape planting areas. Fukushima Landscape Architecture services do not include grading and drainage design or plans. It is understood that the project Civil Engineer shall be responsible for and prepare the finished grading and drainage plans and specifications for all areas of the project.
- B. Fukushima Landscape Architecture shall coordinate with the electrical engineer and architect relative to lighting design and light locations as well as for connection to services for landscape architectural electrical connection needs. Electrical engineering services are not a part of the services indicated in this agreement.
- C. George Miers & Associates shall provide all existing information necessary for the completion of landscape architectural services in this letter of agreement.
- D. Upon written request, George Miers & Associates shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.
- E. Landscape Architects are regulated by the State of California. Any questions concerning a landscape architect may be referred to the Landscape Architects Technical Committee at:

Landscape Architects Technical Committee
400 R St., Suite 4000
Sacramento, CA 95814
(916) 445-4954

- F. George Miers & Associates agrees not to use or permit any other person to use plans, drawings, or other work product prepared by the consultant, which plans, drawings or other work product are not final and which are not signed and stamped or sealed by consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and stamped or sealed by consultant and waives liability against consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of client and may be used by client only for the project described in this agreement. Such final plans, drawings, or other work product may not be changed nor used on a different product without the written authorization or approval of the consultant.
- G. The ideas, plans, drawings and ideas represented on the design and plan, specification and engineering documents produced by Fukushima Landscape Architecture are the intellectual property of same, and shall not be utilized or reproduced for use by other. The designs, details, plans and specifications are specific to this project, site and design, and may not be used by other, or on other projects or sites without the expressed written approval of Fukushima Landscape Architecture.

IV. Compensation for Services and Billing Procedure

- A. The fee for the Landscape Architectural Services indicated in Item I of this proposal shall be: \$24,150.00 (Twenty-four Thousand, One-hundred Fifty dollars and no cents)
- B. Time expended for changes to the documents described in Item I of this proposal after prior approval by the client of those documents shall be considered Additional Services and shall be billed at the hourly rates listed in Item V.
- C. Bills shall be submitted monthly, based on the progress of the work.
- D. Net payment is thirty (30) days. George Miers & Associates agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

- E. If payment for Fukushima Landscape Architecture's services is to be made on behalf of client by a third-party lender, client agrees that the consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

V. Additional Services

Any extra services in addition to those indicated in this proposal, including additional meetings, shall be billed at the hourly rates listed below in addition to the fee indicated in Item III above.

Principal	\$85.00 per hour
Draftsperson	\$65.00 per hour
Clerical 1	\$40.00 per hour

VI. Reimbursable Expenses

Reimbursable Expenses are in addition to the compensation for services indicated in Item IV and include actual expenditures made by the employees and consultants of Fukushima Landscape Architecture in the interest of the project for the expenses listed in the following paragraphs:

- A. Expenses of transportation in connection with the project, long distance communication, and fees paid for securing approvals of authorities having jurisdiction over the project.
- B. Expense of reproductions, postage, and handling of drawings, specifications, and other documents.
- C. CAD-related expense including plotting, Fukushima Landscape Architecture's translation of data to formats other than AutoCAD, modem costs, duplicate disks, and special software required by client.
- D. Expense of renderings, models, and mock-ups requested by the client, not included in the scope of Landscape Architectural services.
- E. Expense of any additional insurance coverage or limits, including professional liability insurance requested by the client in excess of that normally carried by Fukushima Landscape Architecture or its consultants.
- F. Expense of courier service and express mail requested by the client.

Mr. George Miers
El Dorado County/Placerville Animal Control Shelter
July 3, 2006
Page 6

Upon your approval, a copy of this narrative scope of services and fee proposal shall be prepared and included as an exhibit attached to the standard consultant agreement as has been typical of our previous projects.

Sincerely,

Robert Fukushima

Principal
Fukushima Landscape Architecture

Fukushima

Landscape Architecture

July 3, 2006 (Rev. August 31, 2006)

Mr. George Miers
George Miers & Associates
1150 Moraga Way, Suite 150
Moraga, CA 94556

RE: El Dorado County/Placerville Animal Control Shelter
As-Built Drawing Services

Dear George;

Thank you for the opportunity of submitting the following proposal for the El Dorado County/Placerville Animal Shelter Project As-Built drawing services.

Proposal

Consultant:

Fukushima Landscape Architecture (FLA)
Robert Fukushima ASLA, Registration 2871
1271 Washington Avenue, PMB 257
San Leandro, CA 94577
Tel. (510) 612-0987, Fac. (510) 568-9902

Client:

George Miers & Associates (GMA)
1150 Moraga Way, Suite 150
Moraga, CA 94556

I. Landscape Architectural Services

Fukushima Landscape Architecture shall perform the following landscape architectural services:

A. As-built Drawing Services

1. Review contractor's record drawings. Notify County and GMA if the field marked sets do not appear acceptable for use.
2. Prepare As-built drawings using AutoCAD for Planting, Irrigation and Landscape Layout Plans and associated details.

3. Revise Technical Specifications if necessary to reflect any changes to the specifications.
4. Administration and Coordination of As-built preparation work.

III. Additional Conditions

- A. Fukushima Landscape Architecture shall base the preparation of the as-built work upon the contractor's notes and plan markings. Fukushima Landscape Architecture does not assume any responsibility for the accuracy or validity of the information beyond the transcription of said information.
- B. Fukushima Landscape Architecture shall coordinate with the contractor's to determine any discrepancies or unclear notations on the contractor's field set and markups.
- C. It is understood that Fukushima Landscape Architecture has no daily responsibilities for project work review or recording and that the quality and accuracy of the data provided may vary.
- D. Landscape Architects are regulated by the State of California. Any questions concerning a landscape architect may be referred to the Landscape Architects Technical Committee at:

Landscape Architects Technical Committee
400 R St., Suite 4000
Sacramento, CA 95814
(916) 445-4954
- e. George Miers & Associates agrees not to use or permit any other person to use plans, drawings, or other work product prepared by the consultant, which plans, drawings or other work product are not final and which are not signed and stamped or sealed by consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and stamped or sealed by consultant and waives liability against consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of client and may be used by client only for the project described in this agreement. Such final plans, drawings, or other work product may not be changed nor used on a different product without the written authorization or approval of the consultant.
- G. The ideas, plans, drawings and ideas represented on the design and plan, specification and engineering documents produced by Fukushima Landscape Architecture are the intellectual property of same, and shall

not be utilized or reproduced for use by other. The designs, details, plans and specifications are specific to this project, site and design, and may not be used by other, or on other projects or sites without the expressed written approval of Fukushima Landscape Architecture.

IV. Compensation for Services and Billing Procedure

- A. The fee for the Landscape Architectural Services indicated in Item I of this proposal shall be: \$1,500.00 (One Thousand, Five-hundred dollars and no cents)
- B. Time expended for changes to the documents described in Item I of this proposal after prior approval by the client of those documents shall be considered Additional Services and shall be billed at the hourly rates listed in Item V.
- C. Bills shall be submitted monthly, based on the progress of the work.
- D. Net payment is thirty (30) days. George Miers & Associates agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
- E. If payment for Fukushima Landscape Architecture's services is to be made on behalf of client by a third-party lender, client agrees that the consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

V. Additional Services

Any extra services in addition to those indicated in this proposal, including additional meetings, shall be billed at the hourly rates listed below in addition to the fee indicated in Item III above.

Principal	\$85.00 per hour
Draftsperson	\$65.00 per hour
Clerical 1	\$40.00 per hour

VI. Reimbursable Expenses

Reimbursable Expenses are in addition to the compensation for services indicated in Item IV and include actual expenditures made by the employees

Mr. George Miers
El Dorado County/Placerville Animal Control Shelter
As-built Drawings
July 3, 2006
Page 4

and consultants of Fukushima Landscape Architecture in the interest of the project for the expenses listed in the following paragraphs:

- A. Expenses of transportation in connection with the project, long distance communication, and fees paid for securing approvals of authorities having jurisdiction over the project.
- B. Expense of reproductions, postage, and handling of drawings, specifications, and other documents.
- C. CAD-related expense including plotting, Fukushima Landscape Architecture's translation of data to formats other than AutoCAD, modem costs, duplicate disks, and special software required by client.
- D. Expense of renderings, models, and mock-ups requested by the client, not included in the scope of Landscape Architectural services.
- E. Expense of any additional insurance coverage or limits, including professional liability insurance requested by the client in excess of that normally carried by Fukushima Landscape Architecture or its consultants.
- F. Expense of courier service and express mail requested by the client.

Upon your approval, a copy of this narrative scope of services and fee proposal shall be prepared and included as an exhibit attached to the standard consultant agreement as has been typical of our previous projects.

Sincerely,

Robert Fukushima

Principal
Fukushima Landscape Architecture

El Dorado County/Placerville Animal Shelter

Prepared for George Miers and Associates

SCOPE OF SERVICES AND FEE PROPOSAL

June 27, 2006

Exhibit A

Landscape Architectural Services

Description	Hours	Fees
Part I-Pre-Schematic and Schematic Design		
1. Develop Initial Schematic Level Site Design	8	\$600.00
2. Revisions per GMA Comment	2	\$150.00
3. Receive comments from Client and GMA	1	\$75.00
4. Revise Initial Schematic Plan per comments	12	\$900.00
5. Resubmit Plan for Client and GMA review and approval	1	\$75.00
6. Develop Finalized Schematic Plan	4	\$300.00
Subtotal		\$2,100.00
Part II-Design Development		
1. Develop landscape project design base plan	2	\$150.00
2. Develop Conceptual Landscape and Planting Plan	16	\$1,200.00
3. Submit Plan for GMA and Client Review and Comment	1	\$75.00
4. Revise Concept Plan per City and GMA comment	8	\$600.00
5. Resubmit Plan for Client and GMA review and approval	2	\$150.00
6. Finalize Conceptual Planting Plan and Materials List	16	\$1,200.00
7. Submit Finalized Landscape/Planting plan for final review and approval	1	\$75.00
Subtotal		\$3,300.00
Part III-Construction Documents		
1. Refine Conceptual Landscape Plan for construction document development	2	\$150.00
2. Planting Plan and Planting Details	32	\$2,400.00
3. Landscape Layout and Reference Plan	42	\$3,150.00
4. Landscape Site Details	24	\$1,800.00
5. Irrigation Plan and Details	48	\$3,600.00
6. Technical Specifications	24	\$1,800.00
7. Project Administration and Coordination	20	\$1,500.00
Subtotal		\$14,250.00
Part IV-Bidding		
1. Assistance during Bid Period	16	\$1,200.00
Subtotal		\$1,200.00
Part V-Construction Phase Support		
1. Submittal Review	4	\$300.00
2. Site visits	24	\$1,800.00
3. Construction phase support-RFI and CO review	16	\$1,200.00
Subtotal		\$3,300.00
Project Totals		
Project Totals	322	\$24,150
TOTAL - Not to Exceed Fee		\$24,150

Reimbursables - Not to exceed		\$1,200
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As-builts Drawings		
1. Review contractor's As-built records	2	\$150.00
2. Planting Plan and Planting Details	6	\$450.00
3. Landscape Layout and Reference Plan	4	\$300.00
4. Landscape Site Details	1	\$75.00
5. Irrigation Plan and Details	6	\$450.00
6. Technical Specifications	1	\$75.00
7. Project Administration and Coordination	2	\$150.00
Total As-built Preparation Fees		\$1,500.00

EXHIBIT B

El Dorado County Western Slope Animal Shelter

7/10/2006

Architectural/Engineering Fee

Rev. #3 - 9/28/06

Services	Pre-Schematic & Schematic Design	Design Development	Construction Documents & SWPPP	Bidding	Construction Administration	Total Professional Fee* w/o Reimbursable	Reimbursables*	As Built Drawings	Total Fee w/ Reimbursables, Off Site Work & As Builts	Off Site Work	Total w/o Off Site Work
Architect (George Milers & Associates)	\$27,600.00	\$23,600.00	\$132,100.00	\$4,000.00	\$62,400.00	\$249,700.00	****\$22,000	\$6,400.00	****\$278,100	\$2,500.00	****\$275,600
Structural (Simpson, Gumpert, Heger)	\$5,000.00	\$8,000.00	\$28,000.00	\$2,000.00	\$10,000.00	\$53,000.00	\$2,000.00	\$4,500.00	\$59,500.00	\$0.00	\$59,500.00
Mechanical/Plumbing (RAO Engineers)	\$6,500.00	\$4,500.00	\$28,000.00	\$1,500.00	\$5,000.00	\$45,500.00	\$1,500.00	\$2,500.00	\$49,500.00	\$0.00	\$49,500.00
Electrical (Koch, Chun, Knobloch & Assoc.)	\$4,725.00	\$6,300.00	\$12,600.00	\$1,575.00	\$6,300.00	\$31,500.00	\$500.00	\$1,200.00	\$33,200.00	\$0.00	\$33,200.00
Civil (P-somes)***	\$13,300.00	\$22,600.00	\$96,100.00	\$1,500.00	\$7,800.00	\$81,300.00	\$1,500.00	\$1,700.00	\$84,500.00	\$23,000.00	\$61,500.00
Landscape (Fukushima Landscape Architecture)	\$2,100.00	\$3,300.00	\$14,250.00	\$1,200.00	\$3,300.00	\$24,150.00	\$1,200.00	\$1,500.00	\$26,850.00	\$0.00	\$26,850.00
Spec. Writer (Richard Sinner)	††	††	\$14,000.00	\$500.00	\$1,000.00	\$15,500.00	\$500.00	N/A	\$16,000.00	N/A	\$16,000.00
Hardware Specifier (Nielsen Rogers)	N/A	N/A	\$4,500.00	\$250.00	\$500.00	\$5,250.00	\$250.00	N/A	\$5,500.00	N/A	\$5,500.00
Cost Estimator (TBD)	Allow \$8,000.00	Allow \$8,000.00	\$12,000.00	N/A	N/A	\$28,000.00	\$250.00	N/A	\$28,250.00	N/A	\$28,250.00
Acoustical (Wilson Ihrig & Associates)	†††	†††	Allow \$5,000.00	N/A	†††	Allow \$5,000.00		N/A	\$5,000.00	N/A	\$5,000.00
Security Electronics/Data/Telephone **											
Subtotal Consultants	\$39,625.00	\$52,700.00	\$154,450.00	\$8,525.00	\$33,900.00	\$289,200.00	\$7,700.00	\$1,140.00	\$308,300.00	\$23,000.00	\$285,300.00
TOTAL Architects & Consultants	\$ 67,225.00	\$ 76,300.00	\$ 286,550.00	\$ 12,525.00	\$ 96,300.00	\$ 538,900.00	****\$28,700	\$ 17,800.00	****\$568,400	\$ 25,500.00	****\$560,900

* These are allowances which include in-house plotting, copies, travel, phone, etc. Does not include bid or permit sets.

** Not included in GMA contract, other than to provide outlets and layouts. Security Hardware notes and a gate enclosure system. An actual Security Electronic portion is included in our fee. We will coordinate our work with County's selected vendor/consultants.

*** Does not include Boundary or Topographic survey. Offsite road and utility extension is listed separately.

**** Includes \$12,000 for 3 policy years of additional "Aggregate" Professional Liability Insurance to \$2,000,000 from GMA's typical \$1,000,000. Should additional years of this increased "aggregate" insurance be required, it will be treated as an additional cost.

† Based upon 26 construction site visits over a 52 month construction period. Due to travel time (2 hours each way) each visit will be a minimum 8 hours x 26 visits = 208 hours x \$100/hr = \$20,800. We will be available by phone for a conference call each alternate week. In addition, we have allowed 8 hours/week of in-house work x 52 weeks.

†† GMA to prepare Outline Specifications during these two phases.

††† \$5,000 is an allowance which we usually find adequate for the Acoustical Engineer to review our details and special conditions to achieve a specific sound attenuation level. This fee does not include any analysis of the existing site sound levels or any study to determine sound transmission goals/standards.

1-0856.C.65

HOURLY RATES as of January 1, 2006

Principal*	\$ 150 hour
Senior Associates*	\$ 115 hour
Construction Administrator	\$ 100 hour
Project Architect*	\$ 95 hour
Job Captain*	\$ 95 hour
Intermediate Architect*	\$ 85 hour
Junior Architect	\$ 75 hour
Draftsperson	\$ 65 hour
Clerical	\$ 40 hour

* Licensed Architect

Reimbursables:

Copies/Plots: In-house	\$.58 per square foot
Blueprints: Out of house	1.15% of invoice
In-house photocopies	\$.17 each
Fax Copies	\$1.15 each
Travel	\$.445/mile
All other Reimbursables	1.15% of invoice

EXHIBIT C



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
 - a. Maximum Rate Policy
 - b. Private Auto
 - c. Meals
 - d. Lodging
 - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



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BOARD OF SUPERVISORS POLICY

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POLICY:

1. General Policy

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



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- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
 - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
 - (2) Car rental.
 - (3) Out-of-county overnight travel.
 - (4) Members of boards or commissions, or non-county personnel.



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(5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.

b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.

c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.

d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



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- (1) A member of the Board of Supervisors requires NO specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
 - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.
 - (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
 - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for



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the purpose of discussing important issues related to County business and policies.

- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.
- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive



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prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

(1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement



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above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:



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- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner



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may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

Maximum Allowable Meal Reimbursement

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations



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while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments



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The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled



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departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.
- h. Expense Claim Form



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For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.