

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

This Amendment II to that Agreement #213-S0711, 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" or "County"), and Swatt Miers Architects, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principle place of business is 5845 Doyle Street, Suite #104, Emeryville, California 94608; (hereinafter referred to as "Architect");

R E C I T A L S

WHEREAS, George Miers and Associates, Architect and Planners, Inc. was engaged by Owner under Agreement for Services #213-S0711 to provide architectural and engineering services necessary for the El Dorado County Western Slope Animal Shelter Project;

WHEREAS, pursuant to Amendment I (Contract Assignment Agreement) to Agreement #213-S0711, Swatt / Miers Architects, Inc. has assumed all of George Miers and Associates' duties, responsibilities and obligations under the terms and conditions of Agreement #213-S0711;

WHEREAS, County now desires for the Architect to resume work on the West Slope Animal Shelter Project in accordance with the revised project description and scope of services contained herein;

WHEREAS, the Architect has provided the County with a work resumption and redesign proposal to provide Bidding and Construction Services as described in Agreement #213-S0711; to review and update the completed Construction Documents so as to meet the new State of California 2008 Building Code that went into effect January 2010; to coordinate Structural, Civil, Mechanical, Electrical and Landscape consultants; and to structurally redesign the building to a conventional stud frame shear wall design;

WHEREAS, the Architect has provided the County with a revised fee schedule for architectural/engineering project resumption and redesign costs, and for additional reimbursables, with a subtotal of \$161,899; and to complete the Bidding and Construction Services as originally described in Agreement #213-S0711, for a subtotal of \$133,708, with a total cost of services equaling \$295,607; and

WHEREAS, the parties hereto have determined and agreed to amend **ARTICLE 1.1. PROJECT DESCRIPTION**, more specifically 1.1.1.1. (scope of services and consultant fees), 1.1.1.5. (compensation), and 1.1.2.1 (project team), and to amend 3.1.12.1 (notice), and 3.1.20.1 (administrator.)

NOW, THEREFORE, the parties do hereby agree that Agreement #213-S0711 shall be amended a second time to read as follows:

1.1.1.1 Amend Sub-Article to Read:

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 #90600 for the Department of Transportation, 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, site lighting; fire alarm; site development including grading, paving, site utilities, site lighting, landscaping, fencing and dog park in accordance with Agreement Exhibit "A", marked "Scope of Services," and Exhibit "A-1" to Amendment II, marked "Swatt / Miers Architects October 3, 2011 Amendment to Contract" and incorporated herein by this reference.

Add new Sub-Article, 2nd Paragraph to Read:

The budget and schedule for the items of work identified in Exhibit C, marked Project Budget and Project Milestone Event Schedule, incorporated herein, are made by reference a part hereof. The dollar amounts indicated in Exhibit "C-1" represent the composite of the total not-to-exceed budget for the various items of work identified therein. In the performance of the scope of services to be provided under the amended agreement, Architect may request to reallocate the amounts listed in Exhibit "C-1" among the various items of work identified herein, subject to the County's Contract Administrator's written approval.

Add new Sub-Article, 3rd Paragraph to Read:

Architect shall complete the services specified herein in accordance with the "Project Milestone Event Schedule," which is attached hereto as Exhibit "C-2" and incorporated herein by this reference. County's Contract Administrator shall issue a written initial Notice to Proceed for the preparation of a preliminary cost estimate and related activities. Subsequently, a second, written Notice to Proceed will be issued for architectural/engineering project resumption and redesign services. And, finally a third, written Notice of Proceed shall be issued for the Bidding and Construction Services, and preparation of the As-built drawings. The Architect shall not commence work on any item of work until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed.

Add new Sub-Article, 4th Paragraph to Read:

Exhibit A-1 provides for a Base Scope of Work for architectural/engineering project resumption and redesign costs, and for additional reimbursables, and from the original agreement the completion of the Bidding and Construction Services, and preparation of As-built drawings. In addition, a Supplemental Item of Work is incorporated as part of the project budget herein to provide for Additional Services (unanticipated work items that are not currently identified.)

Add new Sub-Article, 5th Paragraph to Read:

The Supplemental Item of Work is to provide a contingency to the Base Scope of Work for additional architectural services not

currently included in the identified base scope of work. It is estimated at approximately nine and one-half percent (9½%) of the proposed total consultant fee based on the Base Scope of Work. The Architect shall not commence work on Supplemental Items of Work until receiving the appropriate written authorization. No payment will be made for any work performed prior to the date specified in the Notice to Proceed.

Add new Sub-Article, 6th Paragraph to Read:

Itemized invoices shall follow the format specified by the County and shall reference this agreement amendment number both on the faces of the invoice and on the respective backup documentation. Copies of documentation attached to invoices shall reflect Architect's charges for the specific services billed on those invoices. Invoices shall be mailed to the County at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Administration Division - Accounts Payable

Or to such other location as County directs.

1.1.1.5 Amend Sub-Article, 1st Paragraph to Read:

Compensation for Services: for Services provided herein, Owner agrees to pay Architect monthly in arrears on a percentage complete basis in accordance with Exhibit "C-1" hereto. 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 Exhibit "B", marked "Architectural/Engineering Fee" as originally included as part of Agreement #213-S0711 and as amended by Exhibit B (Revision 1) hereto, which is incorporated herein and made by reference a part hereof.

Amend Sub-Article, 3rd Paragraph to Read:

Total amount of this Agreement, including all amendments thereto, shall be at the not-to-exceed price of SEVEN HUNDRED SEVENTY FIVE THOUSAND, SEVEN HUNDRED, NINETY NINE AND 00/100 DOLLARS (\$775,799.00), INCLUSIVE OF ALL EXPENSES, IN ACCORDANCE WITH Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated in Agreement #213-S0711 herein and made by reference a part hereof.

1.1.2.1 Amend Sub-Article to Read:

The Owner's Designated Representative is: Steven Kris Payne, Senior Civil Engineer, Department of Transportation, or successor.

Article 3.1 GENERAL PROVISIONS

3.1.12. NOTICE

3.1.12.1 Amend Sub-article to Read:

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: Matthew D. Smeltzer, Deputy Director
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

ARCHITECT: George Miers
Swatt Miers Architects, Inc.
5845 Doyle Street, Suite #104
Emeryville, California 94608

3.1.20. ADMINISTRATOR

3.1.20.1 Amend Sub-article to Read:

The County Officer or employee with responsibility for administering the agreement is Matthew D. Smeltzer, Deputy Director of Engineering, Department of Transportation, or successor.

Except as herein amended, all other parts and sections of this Agreement #213-S0711 including previous amendments shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Matthew D. Smeltzer
Deputy Director of Engineering
Department of Transportation

REQUESTING DEPARTMENT CONCURRENCE:

By: _____ Dated: _____
James W. Ware, P.E.
Director of Transportation

// IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement #213-S0711 on the dates indicated below.

- - C O U N T Y O F E L D O R A D O - -

Dated: _____

By: _____

Raymond J. Nutting, Chair
Board of Supervisors
"Owner"

ATTEST:
Suzanne Allen de Sanchez,
Clerk of the Board

By: _____ Dated: _____
Deputy Clerk

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

Dated: _____

Swatt Miers Architects, Inc.,
A California Corporation

By: _____

Robert Swatt
President

By: _____

George Miers
Corporate Secretary

EXHIBIT A-1

Amendment II to Agreement #213 –S0711

Swatt / Miers Architects October 3, 2011 Letter
Subject: Amendment to Contract

SWATT | MIERS ARCHITECTS

Robert Swatt FAIA

George Miers AIA

Steven Stept AIA

October 3, 2011

Kris Payne, Project Manager
EDC Department of Transportation
2850 Fair Lane Court
Placerville, CA 95667

Project: **El Dorado County Western Slope Animal Shelter #0921**
Subject: Amendment to Contract

As per your request, we are pleased to submit this Amendment to our A & E contract for your and the County's consideration. Please note that certain tasks such as Bidding and Construction Administration remain the same as per the existing contract and its original Scope of Work.

I. Design Team

- A. Swatt / Miers Architects, (SMA), George Miers, Principal in Charge
- B. Consultants Retained by Swatt / Miers Architects, Inc. (Design Team)
 - **Simpson, Gumpertz, Heger** – Structural Engineers
 - **Interface Engineers** – Mechanical/Plumbing Engineers
 - **Koch, Chun, Knobloch & Associates** – Electrical Engineers
 - **Fukushima Landscape Architecture** – Landscape Architects
 - **RBF Civil Engineer** – Civil Engineers
 - **Wilson Ihrig** – Acoustical Engineers
 - **Nielsen Rogers** – Hardware Consultant
 - **Richard Sinner** – Specification Writer

II. Amendment Scope of Work

Under this Contract Amendment our work will include the following:

- A. Swatt | Miers Architects
 - 1) Bidding and Construction Administration Services as per the original contract between George Miers and Associates and El Dorado County.
 - 2) Review and update of the completed Construction Documents so as to meet the new State of California 2008 Building Code that went into effect January 2010.
 - 3) Coordination of Structural, Civil, Mechanical, Electrical and Landscape consultants as per their attached Amendment Scopes of Work.
 - 4) As part of the structural redesign of the building to a conventional stud frame shear wall building, SMA will relook at the roof framing and design. This may

SWATT | MIERS ARCHITECTS

Kris Payne

Project: El Dorado County Western Slope Animal Shelter #0921

Subject: Amendment to Contract

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result in an alternative exterior design that we will first present to the County for their approval prior to final detailing. Such redesign would possibly result in minor reconfiguration of windows. However, there will be no changes to the overall building floor plan or site plan other than minor modification to the entry road as it enters the site.

- B. Structural – See attached June 21, 2011 Scope of Work
- C. Mechanical/Plumbing – See attached June 15, 2011 Scope of Work
- D. Electrical – See attached June 23, 2011 Scope of Work
- E. Civil – See attached July 14, 2011 Scope of Work
- F. Landscape – See attached August 28, 2011 Scope of Work
- G. Acoustical – Same as base contract
- H. Hardware Consultant – Same as base contract
- I. Specifications – Same as base contract

III Fee Proposal

- A. **Consultant Fees per Phase** – See Amendment #1 fee matrix, Exhibit B (Revision 1.)

- B. **Reimbursable Expenses**

Reimbursable expenses include those incurred by Swatt/Miers Architects (SMA) and its Consultants in the interest of the Project beyond those noted herein. Reimbursable items shall include, but not be 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 SMA and already submitted to the County.

Reimbursable Allowance: See attached matrix.

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

SWATT | MIERS ARCHITECTS

Kris Payne

Project: El Dorado County Western Slope Animal Shelter #0921

Subject: Amendment to Contract

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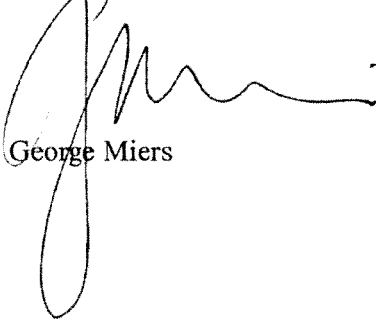
C. Hourly Rate Schedule

See attached SMA and Consultant hourly rate schedules

SMA 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,

A handwritten signature in black ink, appearing to read 'George Miers', with a large loop at the end.

George Miers

**AGREEMENT FOR
THE PROVISION OF ADDITIONAL SERVICES
UNDER AN EXISTING CONTRACT**

25 May 2010
(Revised 21 June 2011)

Mr. George Miers
Swatt | Miers Architects
5845 Doyle Street, Suite 104
Emeryville, CA 94608

Project 067237.41– Revised Structural System, Western Slope Animal Shelter, Placerville, CA

Dear George:

Basis of Agreement

- Email from George Miers to John Sumnicht, received on 22 May 2010.
- Meeting with George Miers and Thomas Fossum, and Russell Nygaard at 4461 Business Drive, El Dorado on 10 May 2010.
- Meeting with George Miers on 17 June 2011.

Scope/Intent and Extent of Services

Prepare Construction Documents for the building using a modified structural system. Revisions to the structural system include:

1. Changing the exterior walls from concrete tilt-up panels to light-framed walls (metal stud), plus steel posts at gulum girder.
2. Adding structural shear sheathing to exterior walls.
3. Adding structural sheathing to some interior walls and adding foundations under interior walls used as shear walls.
4. Redesign the structure to the provisions of the 2010 California Building Code.

The roof framing will remain a panelized system. The foundation system will remain as spread footings where bedrock occurs at a shallow depth and drilled piers where bedrock occurs at deeper depths.

Fee Arrangement

Our fixed fee for the revised Construction Document Phase for Items 1 through 3 is \$19,000.

Our fixed fee for the revised Construction Document Phase for Items 4 is \$3,000.

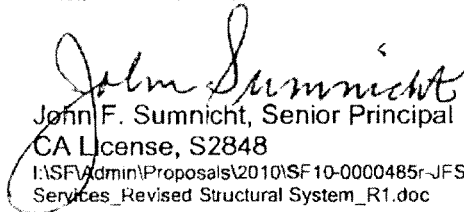
This agreement is hereby made part of the original agreement dated 28 September 2006 and is subject to the terms and conditions therein.

Offered by:

Accepted:

SIMPSON GUMPERTZ & HEGER INC.

SWATT | MIERS ARCHITECTS


 John F. Sumnicht, Senior Principal
 CA License, S2848
I:\SFVAdmin\Proposals\2010\SF10-0000485r~JFS_.41_Add
 Services_Revised Structural System_R1.doc

By _____

Title _____

Date _____



1050 20th Street, Suite 210
Sacramento, CA 95811
916.288.620
916.288.6250
www.interfaceengineering.com

June 15, 2011

George Miers
Swatt | Miers Architects
5845 Doyle Street, Suite 104
Emeryville, CA 94608

Re: Western Slope Animal Shelter
Professional Services Proposal

Dear George Miers:

Thank you for the opportunity to provide you with our proposal as mechanical, plumbing and fire/life safety consultants for the referenced project. This proposal is based on our Standard Provisions of Agreement for Professional Services which is attached and incorporated by this reference. Your project is important to us and we have made an effort to address detailed scopes for all disciplines.

PROJECT DESCRIPTION

Project Location

5720 Pleasant Valley Road, Placerville, California 95667

Building/Project Description

17,327 SF, Single Story Animal Shelter.

BASE SERVICES SUMMARY



Mechanical Engineering Services

- » Heating, ventilation, and air conditioning.
- » Plumbing.



Fire/Life Safety Systems

- » Riser coordination and performance specifications for fire protection sprinkler system.

INFORMATION SOURCE

- » Based on permit drawings dated 11/09/08, designed by RAO Engineers.

PROJECT SCHEDULE

- » Design: From Q3/2011 to Q4/2011

MEETINGS

Meetings with design team, Owner representative, and construction team during design and documentation for coordination, as required.

- » Answer RFIs, DCVRs, and construction questions.
- » Construction observation site visits:
 Up to 2 site visits during construction for mechanical/plumbing.

EXCLUSIONS AND CLARIFICATIONS

- » Construction cost estimates will be by construction cost estimator. We will provide a cost opinion or review cost estimator's pricing.
- » Prebid and preconstruction meetings are not included. We assume that our attendance at these meetings is not required.
- » Structural calculations for the seismic restraint of mechanical equipment.

FEE
Fixed Fee

| Project Phase | Mechanical Engineering | Fire/Life Safety |
|-----------------------------|------------------------|------------------|
| Predesign and Investigation | \$0 | \$0 |
| Schematic Design | \$0 | \$0 |
| Design Development | \$0 | \$0 |
| Construction Documents | \$21,560 | \$2,180 |
| Bidding and Negotiation | \$0 | \$0 |
| Construction Administration | \$3,680 | \$620 |
| Discipline Totals | \$25,240 | \$2,800 |

Total Fee: \$28,040.00

STANDARD REIMBURSABLE EXPENSES

Standard reimbursable expenses include, but are not limited to: mileage to jobsite, parking, shipping, and messenger services.

Fixed Fee: \$500.00



Attached is our Standard Provisions of Agreement for Professional Services. If this Proposal and the Standard Provisions of Agreement meet with your approval, please sign below, initial the Standard Provisions, and return to us. By your signature, you acknowledge that you have read the Standard Provisions of Agreement and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind Swatt | Miers Architects. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink that reads "Mike Stanton" followed by a stylized flourish.

Mike Stanton, PE, LEED AP
Principal

MLS:sn

Enclosures: Standard Provisions of Agreement

COMPANY: Swatt | Miers Architects

CONTACT: _____
George Miers, Principal Date

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1050 20th Street, Suite 210
Sacramento, CA 95811
916.288.620
916.288.6250
www.interfaceengineering.com

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES • SEPTEMBER 2010

1. **Standard of Care:** The services provided by Interface Engineering, Inc. (Interface) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Interface makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder.
2. **Indemnity:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Interface, its officers, directors, employees, agents and subconsultants from and against all damages, liability and costs, including reasonable attorneys' fees and costs, at trial, arbitration and on appeal, arising out of or in any way connected with the performance of Client and Interface pursuant to this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of Interface.
3. **Non-Responsibility:** Interface shall not be responsible for damages and shall not be held in default by reason of events or circumstances beyond Interface's reasonable control; or for delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Interface's work promptly, or due to late or slow or faulty performance by Client, Client's consultants, contractors, or governmental agencies, in the performance of acts which are precedent to or concurrent with the performance of Interface's services.
4. **Client Information:** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect of all aspects of the Project; examine Interface's submissions; and respond promptly to Interface; and give prompt written notice to Interface whenever Client observes or otherwise becomes aware of any defect in the work. Interface has a right to rely on the accuracy and completeness of information provided by Client.
5. **Payment:** Fees and reimbursable expenses will be billed monthly as services are performed. Invoices shall be due upon receipt and shall be delinquent if not paid within 60 days of receipt of invoice. Delinquent invoices shall bear interest at the rate of 1.5 percent per month (but not exceeding the maximum amount allowable by law) until paid. Payments received shall be first applied to interest and then to the unpaid principal balance. Client shall pay Interface's reasonable costs, including staff time, attorneys' fees and costs, incurred in collecting any delinquent amount regardless of whether litigation or arbitration has been filed.
6. **Fees:** Client shall pay the cost of checking and inspection fees, zoning and annexation application fees, assessment fees, soils and engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, document reproduction costs, and other charges not specifically covered by the terms of this Agreement. Any such fees paid by Interface on behalf of Client shall be reimbursed, along with other reimbursable expenses, as invoiced.
7. **Site Control:** Interface and its personnel shall have no authority or responsibility to exercise any control over any construction contractor or other entity in connection with their work or any health or safety precautions associated with the Project. Client agrees that its contractor shall be solely

- responsible for job site safety, means and methods, and warrants that this intent shall be made evident in Client's agreement with its contractor. Client also agrees that Client, Interface, and Interface's consultants shall be indemnified and shall be made additional insureds under the Contractor's General Liability Insurance Policy and Builder's Risk Policy.
8. Document Ownership: All reports, plans, specifications, field data and notes, and other documents including all documents on electronic media, prepared by Interface as instruments of service shall remain the property of Interface. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by any person for extension of the Project or for any other project. Any reuse or modification to the documents, without the prior written authorization of Interface shall be at Client's sole risk and without liability to Interface, its independent professional associates or consultants. Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Interface harmless from any claim, cause of action, liability or cost (including reasonable attorneys' fees and defense costs at trial, arbitration and on appeal) arising out or allegedly arising out of any unauthorized reuse or modification of the documents by Client or any person or entity that acquires or obtains the documents from or through Client without Interface's written authorization.
 9. Cost Estimates: In providing opinions of probable construction costs, Client understands that Interface has no control over cost or the price of labor, equipment, or materials or over any contractor's method of pricing, and the opinions of probable construction costs provided by Interface are to be made on the basis of Interface's qualifications and experience. Interface makes no warranty, express or implied, as to the accuracy of such opinions as compared to bids or actual costs of the work estimated.
 10. Hazardous Materials: Client acknowledges that Interface's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event Interface, or any other party, encounters these materials at a job site, or it should become known that any such materials may be present at a job site or in adjacent areas which may affect Interface's performance of services, Interface may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist(s), consultant(s) or contractor(s) to identify, abate and/or remove the asbestos, hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Interface, its officers, directors, employees, agents, and subconsultants, from and against any and all claims, allegations, suits, liabilities, damages, and costs, including reasonable attorneys' fees and costs, at trial, arbitration or appeal, arising out of, or in any way connected with the detection, presence or handling, removing, abatement, or disposal of any asbestos, hazardous or toxic substances, products and materials that exist on, about, or adjacent to the job site.
 11. Termination - Suspension: Failure by Client to pay any invoice before it becomes delinquent shall constitute a material breach of this Agreement and shall entitle Interface to suspend performance of services until such delinquency is cured or, so long as such delinquency persists, Interface may terminate this Agreement upon five days' written notice without liability. This Agreement may

otherwise be terminated by either party upon 30 days' written notice to the other in the event of a material breach by the other. In the event that Client becomes bankrupt or insolvent, Interface may terminate this contract without liability for direct, consequential or any other type of damages. In the event of termination of this Agreement, Client shall promptly pay Interface for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provision of this agreement.

12. **Third-Party Beneficiary:** Nothing in this Agreement shall create a contractual relationship with, nor a cause of action in favor of any third party against, either Client or Interface. Interface's services under this Agreement are performed solely for Client's benefit, and no other entity shall have any claim against Interface because of this Agreement or the performance or non-performance of services hereunder.
13. **Attorneys' Fees and Costs:** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party shall be entitled to recovery of all reasonable costs incurred, including staff time, expert fees, court costs, and attorneys' fees at trial, arbitration and on appeal, and other related expenses, to be fixed by the trial court or arbitrator. The party executing on a judgment shall also receive its reasonable attorneys' fees when executing on a judgment.
14. **Mediation:** Should any dispute arise between Client and Interface under this Agreement, it is agreed that such dispute will be submitted to a mediator, agreed to and compensated equally by the parties, prior to commencement of litigation. Mediation will be conducted in Portland, Oregon. Both parties agree to exercise their best efforts and good faith to resolve all disputes in mediation.
15. **California Law:** This Agreement is to be governed by and interpreted under the law of the state of California. Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.
16. **Assignment:** Neither Client nor Interface shall assign its interest in this Agreement without the prior written consent of the other.
17. **Warranties:** Interface has made no warranties or guaranties except as expressly written within the Agreement.
18. **ADA and Regulatory Compliance:** The American with Disabilities Act ("ADA") requires the removal of architectural barriers. Client acknowledges that requirements of the ADA will be subject to various, and possibly contradictory, interpretations. Client also acknowledges that other laws, codes, rules, ordinances, and regulations may also be subject to contradictory interpretation. Interface will use reasonable professional efforts and judgment to interpret typical ADA requirements, and other federal, state and local laws, rules, codes, ordinances, and regulations, as they apply to the project. Interface cannot and does not warrant or guarantee that Client's project will comply with all interpretations of the ADA requirements, and/or the requirements of other federal, state and local laws, rules, codes, ordinances, and regulations, as they apply to the project. Client agrees that Interface is not obligated for additional costs incurred due to changed interpretations, providing Interface used reasonable professional effort and judgment.

19. Integration: This Agreement contains the entire Agreement between Client and Interface, and no other oral or written inducement or promise has been made to or extended from either party as a part of this Agreement.
20. Waiver: The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.
21. LIMITATION OF LIABILITY. Professional and Nonprofessional Liability: To the maximum extent permitted by law, and in recognition of the risks and rewards to Client and Interface, Client agrees to limit Interface's liability for Client's damages arising from Interface's errors and omissions associated with work performed under this Agreement to the sum of \$100,000. As to all non-professional liability claims, Client Agrees to limit Interface's liability to Interface's available insurance. These limitations shall apply regardless of the cause of action or legal theory pleaded or asserted, including, but not limited to negligence, breach of contract, negligent misrepresentation and strict liability. Client may negotiate higher limitations of liability for an additional fee.
22. Limitation of Liability - Consequential Damages: Neither Interface nor Interface's directors, agents, employees, representatives, or subconsultants, shall be liable to Client for any indirect, special, incidental, consequential, or exemplary damages arising out of, or in connection with, the performance of services under this Agreement, whether in an action based upon contract, delay, negligence, strict liability, negligent misrepresentation, reckless misrepresentation, or otherwise.
23. Statutes of Limitation: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion or the date of issuance of the final certificate for payment for acts or failures to act occurring after substantial completion. In no event shall such statutes of limitations commence to run any later than the date when Interface's services are substantially completed.

client's initials



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 23, 2011

Swatt | Miers Architects
5845 Doyle Street, Suite 104
Emeryville, CA 94608

Attention: George Miers

Regarding: Western Slope Animal Control Facility
KCK Job No. 20060606

Dear George:

We are pleased to submit our Fee Proposal for additional services to get the project started again after being formally stopped by the County in the Spring of 2009 prior to the building department approval. The effort to restart the project includes reviewing the current design against the 2010 code and make the necessary revisions to the drawings (since the County is requiring the project to comply with the 2010 code in lieu of the current design under the 2007 code), modify the lighting system design and the Title 24 energy calculations to comply with the requirements of the 2008 code in lieu of the current design under the 2005 code, and to evaluate the potential cost difference between the underground main electrical service as currently designed to an overhead main electrical service.

Our Add Service Fee shall be **\$3,780.00**.

If you should have any questions, please do not hesitate to call.

Sincerely,

KOCH, CHUN, KNOBLOCH & ASSOCIATES, INC.

Michael T. Stevens
Associate



June 27, 2011
Revised July 14, 2011

JN 60-100407.002

Mr. George Miers
Swatt Miers Architects
5845 Doyle Street, Suite 104
Emeryville, CA 94608

**Subject: El Dorado County Western Slope Animal Shelter
Proposal for Engineering Services**

Dear Mr. Miers:

RBF Consulting is pleased to provide you with our proposal for the updates to and finalization of civil improvement plans and preparation of a new Stormwater Pollution Prevention Plant for the Western Slope Animal Shelter in El Dorado County, California. This proposal has been prepared based on the responses received from Kris Payne of El Dorado County on June 25th.

Our team is committed to working collaboratively with you and the project team to successfully finalize the engineering plans for this project, and to provide you with the expertise and support needed at every step in the process. Thank you for the opportunity to propose on this project. Please contact me at (916) 928-1113 with any questions or to discuss our proposed scope of services.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fareed S. Pittalwala', written in a cursive style.

Fareed S. Pittalwala, P.E.
Senior Associate, Project Manager

cc: Donny Gallagher, Project Engineer

QUALIFIED SWPPP DEVELOPER SERVICES

TASK 1: SMARTS DATABASE

RBF will assist the project owner in using the Storm Water Multiple Application and Report Tracking System (SMARTS) account for the project and filing the project Notice of Intent (NOI). This will include filling out the project application on the SMARTS website, performing the final project risk assessment, uploading the necessary project documents for the NOI, filing the project NOI, and filing the project Notice of Termination (NOT). This task requires that the designated Legally Responsible Person (LRP) from El Dorado County sets up the project account in SMARTS.

Task 1 Estimated Effort

| <u>Task</u> | <u>Staff</u> | <u>Budget Rate</u> | <u>Effort (hrs)</u> | <u>Total</u> |
|---------------------|------------------|--------------------|---------------------|----------------|
| Database Setup | Project Engineer | \$148 | 6 | \$888 |
| Agency Coordination | Project Engineer | \$148 | 4 | \$592 |
| | | | Total | \$1,480 |

TASK 2: SWPPP DEVELOPMENT

The project will be required to comply with the recently adopted Statewide General Construction Permit (Order 2009-0009-DWQ). This requires performing a project risk analysis based on sediment risk and receiving water risk, project information, and the eventual preparation of a Stormwater Pollution Prevention Plan (SWPPP). The new General Permit requires that projects that are not subject to local National Pollutant Discharge Elimination System (NPDES) Phase 1 or Phase 2 post-construction requirements implement significant post construction stormwater quality features including Low-Impact-Development (LID) and hydromodification principles.

Based on a preliminary risk assessment performed by RBF Consulting, we have determined that this project will likely qualify as a Risk Level 2. This level will require effluent monitoring for pH and turbidity during storm events during construction, with requirements for mitigation at prescribed numeric action limits. However, it is our understanding that exceedance of these limits will not directly result in a permit violation as long as efforts to mitigate and correct the issues are undertaken and subsequent testing results in compliant values.

Furthermore, the permit requires the preparation of a Rain Event Action Plan (REAP) for Risk Level 2 projects. A unique REAP must be developed 48 hours prior to any rain event that is forecast with a 50% or greater probability, and must be implemented 24 hours prior to the rain event.

RBF will develop, prepare and file Permit Registration Documents (PRD) with the State Water Resources Control Board, through the Storm Water Multi Application and Report Tracking System (SMARTS) database. These documents include the Notice of Intent (NOI), post construction design narrative, risk assessment, SWPPP, vicinity map and erosion control plans. RBF will act as the Qualified SWPPP Developer (QSD), write the SWPPP and associated documents and assist the client with the SMARTS database project registration.

This task does not include any Qualified SWPPP Practitioner (QSP) services including, but not limited to, the preparation of the REAP, SWPPP Updates during construction, or any testing/monitoring of storm events.

Task 2 Estimated Effort

| <u>Task</u> | <u>Staff</u> | <u>Budget Rate</u> | <u>Effort (hrs)</u> | <u>Total</u> |
|-----------------------|------------------|--------------------|---------------------|----------------|
| Risk Assessment | QSD | \$148 | 4 | \$592 |
| SWPPP Report | QSD | \$148 | 26 | \$3,848 |
| Erosion Control Plans | Project Engineer | \$148 | 16 | \$2,368 |
| QA/QC | Project Manager | \$195 | 4 | \$780 |
| Total | | | | \$7,588 |

TASK 3: POST CONSTRUCTION DESIGN HYDRAULIC MODELING

The newly adopted General Permit further requires that projects that are not located within an area subject to post-construction standards of an active Phase I or II municipal separate storm sewer (MS4) permit that has an approved Storm Water Management Plan comply with additional post construction runoff reduction requirements. It is our understanding that the County does not have an approved MS4 permit and is therefore subject to the additional post construction requirements. These requirements include demonstrating compliance upon the submittal of the PRDs through the following actions:

- Replicate the pre-project water balance for the smallest storms up to the 85th percentile storm event. (The 85th percentile storm is also commonly referred to as the “water quality event” and is a bigger storm that than would, on average, be expected to be exceeded once each year, but not as big as a storm that than would, on average, be expected to be exceeded once every two years.)
- Preserve the pre-construction drainage density.
- Ensure that post-project time of runoff concentration is equal or greater than pre-project time of concentration.
- Implement best management practices to reduce pollutants in storm water discharges that are reasonably foreseeable after all construction phases have been completed.

RBF will analyze the hydrology and drainage characteristics of the proposed site in order to meet newly released post construction design requirements. After analyzing these characteristics and constraints, RBF will identify and design drainage features that conform to LID principles and conform to the intent of the Statewide General Construction Permit and the post construction requirements listed above. RBF may consider the use of the XP-SWMM computer program to simulate performance of the recommended LID features and size the features for the 85th percentile storm. The site will be divided into drainage management areas to identify the area tributary to each LID feature to demonstrate compliance. Drainage from offsite will be accommodated by keeping it separate from onsite runoff treatment systems and it will be modeled so that design measures maintain or extend pre-project time of concentration.

Hydraulic modeling of the project is required due to the significant constraints presented by the project site. The model will be beneficial in allowing detailed analysis of the alternatives and identification of best management practice measures that have the least impact on the project from a cost and constructability standpoint.

Task 3 Estimated Effort

| <u>Task</u> | <u>Staff</u> | <u>Budget Rate</u> | <u>Effort (hrs)</u> | <u>Total</u> |
|----------------------------|------------------|--------------------|---------------------|----------------|
| Hydraulic Model | Senior Engineer | \$163 | 16 | \$2,608 |
| Water Balance Calculations | Project Engineer | \$148 | 26 | \$3,848 |
| Total | | | | \$6,456 |



TASK 4: POST CONSTRUCTION DESIGN MODIFICATIONS

Based on the anticipated outcome of the hydraulic model, we anticipate that compliance with the post-construction requirements will necessitate modifications to the construction documents and storm drain design for the project site. We anticipate that the following modifications to the plans may be required:

- Addition of vegetated swales to on-site areas (swales must be designed to flow at less than 4 inches deep at less than 1 foot per second and must demonstrate effectiveness for 85th percentile water balance)
- Addition of permeable pavement
- Addition of permeable areas at roof drain discharge locations
- Bio-retention/infiltration features Revisions to storm drain piping routing, sizing and discharge locations
- Revisions to precise grading plan construction plans to accommodate LID features
- Revisions/updates to the project storm drainage report.

Task 4 Estimated Effort

| <u>Task</u> | <u>Staff</u> | <u>Budget Rate</u> | <u>Effort (hrs)</u> | <u>Total</u> |
|----------------------------|------------------|--------------------|---------------------|----------------|
| Site Plan Analysis | Project Engineer | \$148 | 16 | \$2,368 |
| Civil Plan Updates/Grading | Project Engineer | \$148 | 26 | \$3,848 |
| Discipline Coordination | Project Engineer | \$148 | 8 | \$1,184 |
| Report Updates | Senior Engineer | \$163 | 8 | \$1,304 |
| QA/QC | Project Manager | \$195 | 4 | \$780 |
| | | | Total | \$9,484 |

REIMBURSABLE EXPENSES

RBF has included a budget amount within this proposal to cover the direct costs for the project including, but not limited to, printing, plotting, reproduction, in-house reproduction, working drawings, progress prints, mileage, messenger service, and overnight deliveries. The reimbursable expenses budget is based on the assumption that the plans will not be bid. Should the project be bid, additional copies of the plans may be required, and the additional fees may be required.

**EXHIBIT "B"
COMPENSATION**

**EL DORADO COUNTY WESTERN SLOPE ANIMAL SHELTER
PROPOSAL FOR ENGINEERING SERVICES**

Client agrees to compensate RBF Consulting for such services as follows:

RBF will complete the work outlined in the Scope of Services, Exhibit A, and invoice Client monthly on a percent complete basis in accordance with Schedule of Professional Fees below. Any work previously authorized by Client considered to be outside of the Scope of Services contained herein shall be performed as "Extra Work" on a Time and Materials basis in accordance with the RBF's Hourly Rate Schedule. The allowance for reimbursable expenses is a budget amount representing an initial authorization.

| Task | Description | Budget |
|---|---|-----------------|
| CIVIL ENGINEERING SERVICES | | |
| 1 | Civil Improvement Plans Updates | \$4,500 |
| 2 | Retaining Wall Design Updates | \$2,000 |
| 3 | Project Submittals | \$5,700 |
| 4 | Project Meeting | \$400 |
| | Subtotal Civil Engineering Services | \$12,600 |
| QUALIFIED SWPPP DEVELOPER SERVICES | | |
| 1 | SMARTS Database | \$1,500 |
| 2 | SWPPP Development | \$7,500 |
| 3 | Post Construction Design Hydraulic Modeling | \$6,500 |
| 4 | Post Construction Design Modifications | \$9,500 |
| | Subtotal QSD Services | \$25,000 |
| | Reimbursable Expenses (allowance) | \$5,000 |
| | | |
| | TOTAL | \$42,600 |

These tasks and fees will be added to the existing tasks and fees with remaining budget under the existing contract between RBF Consulting and Client which is still valid. The existing tasks with remaining budget are detailed in Exhibit C under "Services Remaining Under Existing Contract."

EXHIBIT "C"
CONDITIONS, EXCLUSIONS, AND CLIENT RESPONSIBILITIES
EL DORADO COUNTY WESTERN SLOPE ANIMAL SHELTER
PROPOSAL FOR ENGINEERING SERVICES

Conditions

- ❖ Monthly billings will be processed based upon the estimated percentage of completion of the work.
- ❖ Progress billings will be forwarded to Client on a monthly basis. These billings will include the fees earned for the billing period, plus all direct costs advanced by RBF Consulting. Client shall make every reasonable effort to review invoices within fifteen (15) working days from the date of receipt of the invoices and notify RBF Consulting in writing of any particular item that it is alleged to be incorrect. The fees proposed herein shall apply until January 1, 2011.
- ❖ Services which are not specifically identified herein as services to be performed by RBF Consulting or its Consultants shall be considered Additional Services. Additional Services shall be negotiated as a separate contract for an additional fee.
- ❖ Client may request in writing that RBF Consulting perform services which are considered Additional Services. However, RBF Consulting is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Services. In the event RBF Consulting performs Additional Services with the knowledge and approval of Client before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at RBF's standard rates, within thirty (30) days of receipt of RBF's invoice.
- ❖ The costs for any environmental determinations (biological, archeological, noise, air quality, or other environmental studies) and the identification, treatment, or mitigation of any hazardous materials are not included within this proposal.
- ❖ Client will provide any and all indemnification, abatement, disposal, or other actions required by local, state, or federal law regarding hazardous materials.

Services Remaining Under Existing Contract

- **Bidding Support** – Attendance at 1 pre-bid meeting and response to civil engineering-related questions during bidding
- **Construction Assistance** – Perform 2 site visits during key times of site work construction. Respond to civil engineering-related RFI's and field questions.
- **As-built Drawings** – Prepare as-built drawings based on plans marked-up and furnished by the contractor. Field surveys are not included in this item.
- **Final Quantity and Opinion of Probable Cost**

Exclusions to Current Proposal

RBF's services relating to any of the following tasks may be completed for an additional fee, but are presently specifically excluded from the basic services agreement:

- Survey and Mapping Services during construction (BY OTHERS)
- Exhibits for Planning/Use permit process (ALREADY COMPLETE)
- Use Permit / Planning Permitting Processing (ALREADY COMPLETE)
- Architectural Design Services
- Mechanical, Electrical and Plumbing (MEP) services or design for buildings
- Dry utility engineering and design (BY OTHERS)
- Environmental clearances and documentation
- Off-site street and utility design (Phase I, BY COUNTY)
- Structural design services, other than for retaining walls.
- Title 24 Lighting Compliance
- Design of paving section (Geotechnical Report, BY OTHERS)
- Encroachment Permitting / ROW Acquisition
- Traffic Analysis, Signal Warrant Analysis, Signal Interconnect Plans, Signal Timing Plans
- Planning Studies, including Tree Shading Plans and/or Exhibits
- Three-dimensional modeling of the project or BIM services
- LEED services
- Qualified SWPPP Practitioner services, including on-site monitoring, inspection, and stormwater sample collection during construction and rain events, preparation of annual reports and updates to project SWPPP once construction has commenced.
- Other services not specifically set forth in the above Scope of Services

Client Responsibilities

- ❖ Client will provide permission for access to the site.
- ❖ Client will pay all governmental fees and costs.

Fukushima

Landscape Architecture

August 28, 2011

Mr. George Miers
Swatt|Miers Architects
5845 Doyle Street, Suite 104
Emeryville, CA 94608

RE: WESTERN SLOPE ANIMAL SHELTER

Dear George;

I reviewed the status of my plans as well as the status of the contract and have determined that at the point that the project was stopped, I had a remaining 4 hours of original time to complete the plans. If there have been no changes to the site plans, which is my understanding, this should be adequate for completing the plans. In light of the small amount of hours, I will stay with my original billing rate and hours for completing this portion of the contract. My original plans are set up for base and additive alternate bids, which I assume we are keeping this arrangement.

There will be some additional expenses in starting up which I will outline in an attached spreadsheet. I am also including in this a change to my billing rate going forward in terms of performing services for bidding and construction administration (changes in red on attached spreadsheet). I have included one additional cycle of plan submittal and revisions which I believe is justified as there is a new County project team which will result in another cycle of reviews.

There is also the matter of the proposed additional services I did not receive approval of for the changes to the entry road, which I have performed the work on already. This request was not approved at the time the project was stopped. I believe I should be paid for this additional work as it was performed and substantial in terms of completing the plans. I have attached the original spreadsheet for these services for your review.

Recap of Proposed Fee Changes

1. Changes to base contract for hourly fee changes - \$900.00
2. Changes due to Start-up - \$1690.00
3. Road 'B' Alignment from original phase of work - \$2,690.00

Sincerely,

Robert Fukushima
Principal

Attach: spreadsheets identifying changes (3 total)

PMB 257, 1271 Washington Avenue
telephone 510.612.0987

San Leandro, California 94577
facsimile 510.568.9902

El Dorado County/Placerville Animal Shelter

Prepared for Swatt|Miers Architects
SCOPE OF SERVICES AND FEE PROPOSAL

08/24/11

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 ReferencePlan | 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 | \$1,440.00 |
| Subtotal | | \$1,440.00 |
| Part V-Construction Phase Support | | |
| 1. Submittal Review | 4 | \$360.00 |
| 2. Site visits | 24 | \$2,160.00 |
| 3. Construction phase support-RFI and CO review | 16 | \$1,440.00 |
| Subtotal | | \$3,960.00 |
| Project Totals | | |
| Project Totals | 322 | \$25,050 |
| TOTAL - Not to Exceed Fee | | \$25,050 |
| Reimbursables - Not to exceed | | \$1,200 |

| As-builts Drawings | | |
|--|---|-------------------|
| 1. Review contractor's As-built records | 2 | \$180.00 |
| 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 |

El Dorado County West Slope Animal Shelter - Additional Services

Prepared for Swatt|Miars Architects

Fee and Hours Proposal

8/24/11

Additional Services - Project Start-up

Landscape Architectural Services

| Description | Hours | Fees |
|-------------|----------|----------|
| | Proposed | Proposed |

Part I-Pre-Schematic and Schematic Design

| | | |
|---|-----------|-------------------|
| 1. Coordination with Civil Engineer and Architect | 4 | \$360.00 |
| 2. Review Existing Plans | 4 | \$360.00 |
| 3. Additional Submittal Cycle for Permit | 4 | \$360.00 |
| 4. Coordination and Management | 4 | \$360.00 |
| Subtotal Professional Fees | 16 | \$1,440.00 |
| Reproduction Expenses | | \$250.00 |
| | | |
| TOTAL ADDITIONAL FEES | | \$1,690.00 |

El Dorado County West Slope Animal Shelter - Additional Services

Prepared for Swatt|Miers Architects
PROGRESS CHART AND HOUR BREAKDOWN
10/12/2008

Additional Services - Adjust plans for Road 'B' alignment
Landscape Architectural Services

| Description | Hours Proposed | Fees Proposed |
|---|-------------------|-------------------|
| Part I-Pre-Schematic and Schematic Design | | |
| 1. Coordination with Civil Engineer and Architect | 4 | \$340.00 |
| 2. Revise Planting Plan | 6 | \$510.00 |
| 3. Revise Irrigation Plan | 10 | \$850.00 |
| 4. Revise Layout and Reference Plan | 4 | \$340.00 |
| 5. Revise Construction Detail sheets | 3 | \$255.00 |
| 6. Project Administration and Communication | 3 | \$255.00 |
| Subtotal Professional Fees | 30 | \$2,550.00 |
| Reproduction Expenses | | \$140.00 |
| | | |
| TOTAL ADDITIONAL FEES | | \$2,690.00 |

EXHIBIT B (Revision1) and Billing Rates

Amendment II to Agreement #213 –S0711

Attachments to Swatt / Miers Architects October 3, 2011 Letter
Subject: Amendment to Contract

Exhibit B (Revision 1)

EI Dorado County Western Slope Animal Shelter

7/25/11 Rev. 8/23/11 & 10/17/11

Architectural/Engineering Project Resumption and Redesign Costs along with Total Remaining Fee

| Services | Project Resumption costs including Structural Modifications, SWPPP and Revised Documents to meet 2010 Building Code. | Original "unused" 2006 Bidding Fee | Original "unused" 2006 Construction Administration Fee | "Remaining" Revised Total Professional Fee* w/o Reimbursable | Original Reimbursables* Remaining | Additional Reimbursables | Original 2006 As Built Drawings | "Remaining" Total Fee w/ Reimbursables & As Built |
|--|--|------------------------------------|--|--|-----------------------------------|--------------------------|---------------------------------|---|
| Architect (Swatt Miers Architects ††) | \$27,700.00 | \$4,000.00 | \$62,400.00 | \$94,100.00 | \$1,661.00 | \$10,140.00 | \$6,400.00 | \$112,301.00 |
| Structural (Simpson, Gumpert, Heger) | \$22,000.00 | \$2,000.00 | \$10,000.00 | \$34,000.00 | \$1,516.00 | \$1,000.00 | \$4,500.00 | \$41,016.00 |
| Mechanical/Plumbing (Interface Engineers) | \$28,040.00 | \$1,500.00 | \$5,000.00 | \$34,540.00 | \$1,242.00 | \$500.00 | \$2,500.00 | \$38,782.00 |
| Electrical (Koch, Chun, Knobloch & Assoc.) | \$3,780.00 | \$1,575.00 | \$6,300.00 | \$11,655.00 | \$463.00 | \$500.00 | \$1,200.00 | \$13,818.00 |
| Civil (RBF)** ††† | \$37,600.00 | \$1,500.00 | \$7,800.00 | \$46,900.00 | \$1.00 | \$5,000.00 | \$1,700.00 | \$53,601.00 |
| Landscape (Fukushima Landscape Architecture) | \$4,249.00 | \$1,200.00 | \$3,300.00 | \$8,749.00 | \$1,200.00 | \$140.00 | \$1,500.00 | \$11,589.00 |
| Spec. Writer (Richard Sinner) | \$1,000.00 | \$500.00 | \$1,000.00 | \$2,500.00 | \$500.00 | N/A | N/A | \$3,000.00 |
| Hardware Specifier (Nielsen Rogers) | \$250.00 | \$250.00 | \$500.00 | \$1,000.00 | \$250.00 | N/A | N/A | \$1,250.00 |
| Cost Estimator | \$20,000.00 | \$0.00 | N/A | \$20,000.00 | \$250.00 | N/A | N/A | \$20,250.00 |
| Acoustical (Wilson Ihng & Associates) | \$0.00 | \$0.00 | N/A | \$0.00 | N/A | N/A | N/A | \$0.00 |
| Security Electronics/Data/Telephone ** | N/A | N/A | N/A | \$0.00 | N/A | N/A | N/A | N/A |
| Subtotal Consultants | \$116,919.00 | \$8,525.00 | \$33,900.00 | \$159,344.00 | \$5,422.00 | \$7,140.00 | \$11,400.00 | \$183,306.00 |
| TOTAL Architects & Consultants | \$144,619.00 | \$12,525.00 | \$96,300.00 | \$253,444.00 | \$7,083.00 | \$17,280.00 | \$17,800.00 | \$295,607.00 |

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

** Not included in original GMA contract, other than to provide 1) card reader locations and empty conduit for low voltage wiring, 2) electrified hardware for door strikes at card readers, 3) security gate enclosure system and 4) security camera locations provided by the County's security vendor. We will coordinate all our work with the County's selected vendor/consultants.

*** Does not include Boundary or Topographic survey.

† 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 = \$28,000. 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.

†† Formerly George Miers & Associates.

††† Formerly contracted with Psomas.

*† The term "remaining" indicates the amount of Professional fee needed from this point onward to complete the project - not the amount "remaining" from the previous contract with George Miers & Associates.

SWATT | MIERS ARCHITECTS

2011 BILLING RATES

| | |
|---|--------------|
| Principal - Robert M. Swatt/George T. Miers | \$225.00 hr. |
| Principal - Steven Stept | 160.00 hr. |
| Senior Project Manager | 125.00 hr. |
| Senior Interior Designer | 120.00 hr. |
| Project Manager..... | 110.00 hr. |
| Junior Project Manager..... | 100.00 hr. |
| Project Architect..... | 105.00 hr. |
| Architect | 100.00 hr. |
| Job Captain | 95.00 hr. |
| Senior Designer | 95.00 hr. |
| Intermediate Designer..... | 85.00 hr. |
| Junior Designer..... | 75.00 hr. |
| Senior Drafter | 95.00 hr. |
| Intermediate Drafter | 85.00 hr. |
| Junior Drafter..... | 75.00 hr. |
| Administrative Staff | 50.00 hr. |

Reimbursable Expenses:

| | |
|--------------------------|--|
| Blueprints: Out of house | 1.15% of Invoice |
| In-house photocopies | \$.17 each |
| Fax | No charge |
| Travel | \$.50/mile – Or current standard IRS rate. |
| All other Reimbursables | 1.15% of Invoice |

Billing rates effective through December 2012

EXHIBIT C

Amendment II to Agreement #213 –S0711

C-1 Project Budget

C-2 Project Milestone Event Schedule

Exhibit C-1

**AGMT 213-S0711 Amendment II
Swatt / Miers Architects, Inc.**

Project Budget

| Project | Project Number | Not-to-Exceed Amount |
|---------------------------|-----------------------|-----------------------------|
| West Slope Animal Shelter | 90600 | \$323,107.00 |

Effective date: To be determined by the Notice to Proceed date

Architect shall perform the following items of work. See description of work to be performed and deliverables to be provided for these items of work in Exhibit A-1.

| <u>Base Scope of Work</u> | Item Not-to-Exceed Amount (\$) |
|--|---------------------------------------|
| Item of Work A. Project Resumption | 144,619.00 |
| Item of Work B. Construction, Bidding | 12,525.00 |
| Item of Work C. Construction Administration | 96,300.00 |
| Item of Work D. Reimbursables | 24,363.00 |
| Item of Work E. As-Built Drawings | 17,800.00 |
| Subtotal - Architect's Proposed Scope of Work | 295,607.00 |
| <u>Supplement Items</u> | |
| Additional Services - Items of work not yet determined | 27,500.00 |
| | |
| Total Project Budget | 323,107.00 |

Exhibit C-2

AGMT 213-S0711 Amendment II
Swatt / Miers Architects, Inc.

PROJECT MILESTONE EVENT SCHEDULE

Consultant shall provide architectural services as identified in the agreement amendment Base Scope of Work and in accordance with the schedule in the table below.

| Project Milestone Event | Schedule/ Duration (accumulative) |
|---|--|
| 1. Create Project Resumption plan | Initial Notice to Proceed NTP + 5 Working Days |
| 2. Deliver Preliminary Cost Estimate | NTP + 10 Working Days |
| 3. County Review of Preliminary Cost Estimate | NTP + 20 Working Days * |
| 4. Set and Hold Project Resumption Meeting - Mandatory attendees: Architect and County (DOT & Development Services staffs) | NTP + 25 Working Days |
| 5. Project Resumption - Existing Construction Plans review (Requires second Notice to Proceed) | NTP + 25 Working Days |
| 6. Modify construction plan and specifications to 95% completion level | NTP + 40 Working Days |
| 7. Set and Hold 95% Construction Plan and Specification Meeting - Mandatory attendees: Architect and County (DOT & Development Services staffs) | NTP + 45 Working Days |
| 8. Submit 95% Construction Plan, Specification and Estimate (PS&E) to County | NTP + 45 Working Days |
| 9. County review of PS&Es | NTP + 55 Working Days |
| 10. Architect makes revisions to PS&Es | NTP + 60 Working Days |
| 11. Final County Approval of PS&Es (Bidding and Construction Administration requires third Notice to Proceed) | NTP + 65 Working Days |

Adjustments to the Project Schedule may be made with the written approval of County's Contract Administrator, provided that any extension of time shall not extend beyond the expiration date of the Agreement Amendment.

*** Note:** If the Architect provided preliminary cost estimate is within the available County budget for Construction purposes then the 10 working day duration for the County review will be reduced to only the minimal time taken, thus reducing the total schedule duration.

**Contract Assignment Agreement
Relating to Architectural and Engineering Services for
The El Dorado County Animal Services Facility**

This Contract Assignment Agreement is entered into by El Dorado County ("County"), George Miers & Associates ("GMA"), a California corporation, and Swatt | Miers Architects ("SMA"), a California corporation.

Recitals

A. County and GMA entered into an agreement on September 28, 2006 where GMA agreed to provide architectural and engineering services for the design of an animal shelter for the County ("Agreement").

B. On April 9, 2009, GMA participated and joined in the formation of a new corporation, Swatt | Miers Architects. It is the desire of GMA to assign all of its covenants, agreements, and obligations in the Agreement to SMA and SMA desires to assume all of GMA's covenants, agreements, and obligations in the Agreement.

C. George Miers, the principal in GMA and a principal in SMA, will continue in the role of the architect responsible for the performance of the work and services required under the terms of the Agreement.

Agreement

1. GMA assigns to SMA all of GMA's rights, covenants, agreements, and obligations of GMA under the agreement to SMA and SMA accepts such assignment and assumes all of GMA's rights, covenants, agreements, and obligations in the Agreement

2. SMA agrees that George Miers shall remain and continue as the Principal-in-Charge Architect responsible for the performance of all architectural work and services required under the Agreement. There shall not be any change in the provisions of this Section 2 of this Assignment agreement without the written approval of the County.

3. The County consents to the GMA assignment of its rights, covenants, agreements, and obligations in the Agreement to SMA. The County also consents to SMA's assumption of GMA's rights, covenants, agreements, and obligations in the Agreement.

4. Except as expressly provided in this Assignment and Assumption Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

George Miers & Associates

Date: 7/15/11

By: [Signature]
Title: President
By: —
Title: —

Swatt | Miers Architects

Date: _____

7/15/11

By: [Signature]
Title: PRESIDENT
By: [Signature]
Title: Secretary

County of El Dorado

Date: 8-9-11

By: [Signature]
Title: CHAIR Board of Supervisors

ATTEST: SUZANNE ALLEN de SANCHEZ,
Clerk of the Board of Supervisors

By: [Signature]
DEPUTY

ORIGINAL

17
9/26

**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 the

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, survey

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 notices 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.

- 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.

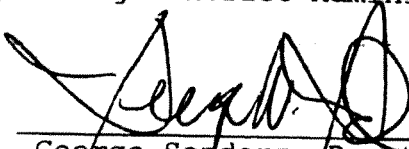
3.1.20. ADMINISTRATOR

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.

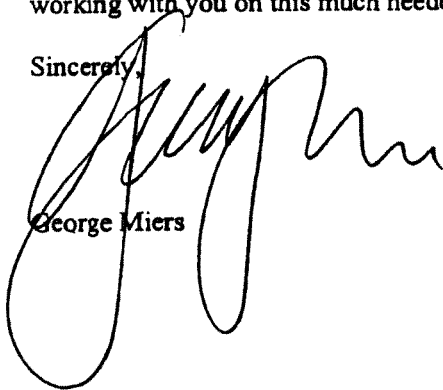
Reimbursable expenses include those incurred by George Miers & Associates (GMA) and its Consultants in the interest of the Project beyond those noted herein. Reimbursable items shall include, but are not limited to, travel, reproduction (photocopy and in-house and out of house plotting), postage, special 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

EXHIBIT B

7/10/2006

El Dorado County Western Slope Animal Shelter
Architectural/Engineering Fee

| Services | Pre-Schematic & Schematic Design | Design Development | Construction Documents & BIDDING | 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/ Off Site Work |
|---|----------------------------------|--------------------|----------------------------------|-------------|-----------------------------|--|-----------------|-------------------|---|---------------|------------------------|
| Architect (George Miers & Associates) | \$27,600.00 | \$23,600.00 | \$132,100.00 | \$4,000.00 | \$62,400.00 | \$248,700.00 | \$22,000.00 | \$6,400.00 | \$278,100.00 | \$2,500.00 | \$275,600.00 |
| Structural (Simpson, Gumpert, Hegler) | \$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) | \$8,500.00 | \$4,500.00 | \$28,000.00 | \$1,500.00 | \$5,000.00 | \$48,500.00 | \$1,500.00 | \$2,500.00 | \$49,500.00 | \$0.00 | \$49,500.00 |
| Electrical (Koch, Chun, Knobloch & Assoc.) | \$4,725.00 | \$8,300.00 | \$12,800.00 | \$1,875.00 | \$6,300.00 | \$31,500.00 | \$600.00 | \$1,200.00 | \$33,200.00 | \$0.00 | \$33,200.00 |
| Civil (Piomas)** | \$13,300.00 | \$22,600.00 | \$36,100.00 | \$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 (Fukuithina Landscape Architecture) | \$2,100.00 | \$3,300.00 | \$14,250.00 | \$1,200.00 | \$3,300.00 | \$34,150.00 | \$1,200.00 | \$1,500.00 | \$36,850.00 | \$0.00 | \$36,850.00 |
| Spec. Writer (Richard Steiner) | †† | †† | \$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 (TSD) | 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 Ibrag & Associates) | ††† | ††† | Allow \$5,000.00 | N/A | ††† | Allow \$5,000.00 | N/A | N/A | \$5,000.00 | N/A | \$5,000.00 |
| Security Electronics/Data/Telephone ** | - | - | - | - | - | - | - | - | - | - | - |
| Subtotal Consultants | \$39,625.00 | \$2,700.00 | \$154,450.00 | \$8,625.00 | \$33,900.00 | \$289,299.00 | \$7,700.00 | \$1,140.00 | \$308,300.00 | \$23,000.00 | \$285,300.00 |
| TOTAL Architects & Consultants | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$7,225.00 | \$78,300.00 | \$288,560.00 | \$12,825.00 | \$98,360.00 | \$338,900.00 | \$29,790.00 | \$17,900.00 | \$358,490.00 | \$25,500.00 | \$332,990.00 |

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

** Not included in GMA contract, other than to provide outlines 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. Obtain 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 28 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 28 visits = 224 hours x \$100/hr = \$22,800. 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.

††† \$6,000 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.

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 |

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

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Accepted:

GEORGE MIERS & ASSOCIATES

By _____

Title _____

Date _____

Attachment A, Fee Schedule
Attachment B, Standard Provisions

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

ATTACHMENT A

| <u>Personnel Category*</u> | <u>Hourly Billing Rate</u> <u>(\$ 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 | \$68 |
| 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.

FORM 0101D06

Effective 1 January 2006

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.

8. **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.

9. **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. **REMBURSABLE 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.
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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.
8. **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.

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.

Tel: (831) 637-0550 Fax: (831) 637-0606 Email: raoengineers@netzero.com

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 | S | 6,500.00 |
| Design Development | S | 4,500.00 |
| Construction Documents | S | 28,000.00 |
| Bidding | S | 1,500.00 |
| Construction Administration | S | 5,000.00 |
| Total | S | <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:

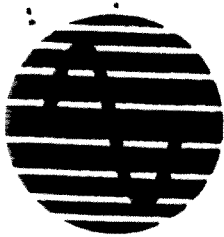
Compensation for authorized additional work not included in paragraphs (B) and (C) above will be provided at the following rates:

| | |
|----------------------------|---------------|
| 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 | \$6,300.00 |
| Total | \$31,500.00 |

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

Hourly not to exceed **\$1,200.00**

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**.

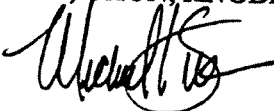
KCK will invoice Architect for reimbursable expenses at the rate of 1.00X actual incurred expenses.

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 purposed 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 |

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.

PMB 257, 1271 Washington Avenue
telephone 510.612.0987

San Leandro, California 94577
facsimile 510.568.9902

Mr. George Miers
El Dorado County/Placerville Animal Control Shelter
As-built Drawings
July 3, 2006
Page 2

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's 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 |
|--------------------------------------|--|----------------|

| | | |
|---|----------|-------------------|
| 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 C

COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

| | | |
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| 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



**COUNTY OF EL DORADO, CALIFORNIA
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.