

COPY

ORIGINAL

AGREEMENT FOR SERVICES #648-S0811

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the Anova Architects, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 3025 Sacramento Street, Placerville, CA 95667, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide professional design, project management, and construction management services for the remodel and alterations to the El Dorado County Sheriff's Facility at 300 Fair Lane, Placerville, CA 95667 for the General Services Department; and

WHEREAS, Consultant has represented to County 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, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services 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, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to provide professional design, project management, and construction management services for the remodel and alterations to the El Dorado County Sheriff's Facility at 300 Fair Lane, Placerville, CA 95667 for the General Services Department. Services shall be in accordance with Exhibit "A", marked "Scope of Work", incorporated herein and made part by reference hereof.

ARTICLE II

Term: Time is of the essence. Consultant shall complete all work and provide all deliverables required by Exhibit "A" within two (2) year of the effective date of this Agreement. Consultant's failure to do so shall be considered a default as provided in Article XI herein.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, billing rate shall be based on a percentage of completion of each phase in accordance with Exhibit "A". The total amount of this Agreement shall not exceed \$86,800.00.

ARTICLE IV

Architectural License: The Consultant hereby warrants and represents that Consultant is licensed to practice Architectural work as required by the State of California. The Consultant agrees to provide professional services that reflect the standards of professional care.

ARTICLE V

Engineering License: The Consultant hereby warrants and represents that Consultant or any subconsultant is licensed to practice Engineering as required by the State of California. The Consultant agrees to provide professional services that reflect the standards of professional care

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

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ARTICLE VII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Except for those subconsultants list in Exhibit "A" hereto, consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

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

ARTICLE IX

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant 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. County 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 Consultant or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County 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 County business, County 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, County 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 County 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 County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **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 at 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 reason(s) for the extension and the date on 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. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

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

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
GENERAL SERVICES DEPARTMENT
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: RICHARD COLLIER, CAPITAL PROGRAMS MANAGER

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

ANOVA ARCHITECTS, INC.
3025 SACRAMENTO STREET
PLACERVILLE, CA 95667
ATTN: CHARLES D. DOWNS, PRESIDENT

or to such other location as the Consultant directs.

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ARTICLE XIII

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XIV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant 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 \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant 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, Consultant 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 the 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 Risk Management and Consultant agrees that no work or services shall be performed prior

to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 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 the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. 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.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant 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 County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

Interest of Consultant: Consultant covenants that Consultant 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. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XVII

California Residency (Form 590): All independent Consultants providing services to the County 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 Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

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

ARTICLE XIX

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Richard Collier, Capitol Programs Manager, General Services Department, or successor.

ARTICLE XXI

Authorized Signatures: 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.

ARTICLE XXII

Partial Invalidity: 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.

ARTICLE XXIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives all objections to joinder of Consultant as a party to any mediation, arbitration, or litigation related to the Pollock Pines Community Park Project in which the County is joined or is otherwise named as a party and in which Consultant's conduct or its performance of professional services is in any way relevant to the subject of the dispute.

ARTICLE XXIV

Entire Agreement: 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.

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REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Richard Collier Dated: 2/21/08
Richard Collier
Capitol Programs Manager
General Services Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Laura S. Gill Dated: 2/22/08
Laura S. Gill
Acting Director
General Services Department

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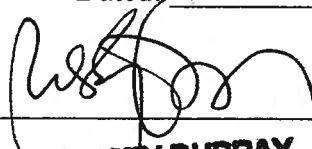
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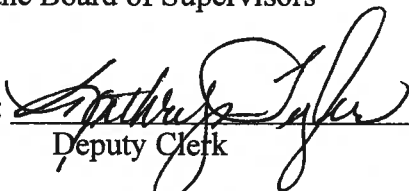
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: 4/1/08
By: 
RUSTY DUPRAY Chairman
Board of Supervisors
"County"

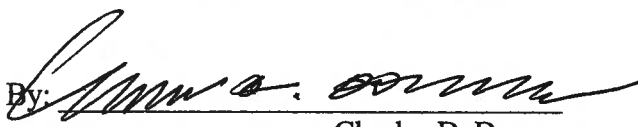
ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors


By:  Date: 4/1/08
Deputy Clerk

-- CONSULTANT --

Dated: _____

ANOVA ARCHITECTS, INC.
A CALIFORNIA CORPORATION

By: 
Charles D. Downs
President
"Consultant"

By: 
Corporate Secretary

Dated: 2.11.08

Exhibit "A"
Scope of Work

October 31, 2007

Richard Collier, Capital Programs Manager
County of El Dorado
General Services Department
3000 Fairlane Court, Suite 2
Placerville, CA 95667

Re: El Dorado County Sheriff Facility Remodel

Dear Mr. Collier,

Thank you for the opportunity to submit this proposal to provide professional design services for the remodel and alterations to the El Dorado County Sheriff Facility (EDCSF) located at 300 Fair Lane Drive, Placerville, CA. and offices located on the basement level of Building A at Fair Lane Drive, Placerville, CA. The purpose of the project is to remodel portions of the two facilities for better utilization and to accommodate expanding mission requirements. This proposal outlines project assumptions and deliverables to accomplish the scope of work.

The project encompasses:

Project Parameters:

1. Owners total project budget is \$750,000.00 which includes all soft costs but excludes all furniture, equipment, and moving expenses related to the work.
2. Project scope is represented by a project walk through at the facility and as described by members of the El Dorado County Sheriff staff.
3. Project will not require approval from El Dorado county planning or CEQA.
4. It is to be determined during Schematic Design if current HVAC/Plumbing system can supply the needs for the new design, including exhaust and restroom ventilation.
5. It is to be determined during Schematic Design if current electrical services can supply the needs for the remodel and alterations.

Project Scope Outline:

The project scope was determined after a walk through of the project and interviewing the affected groups.

1. Remodel for approximately 1200 gross square feet on the basement level of Building A to accommodate relocation of Sheriff, Undersheriff, and Administrative Staff, Conference Room, and Public Announcement area.
 - a. Remodel office areas for Sheriff, Under Sheriff, and Administrative Support
 - b. Conference Room
 - c. Public Announcement facility

WHERE WHAT IF MEETS WHAT WORKS

ANOVA ARCHITECTS, INC.
3075 SACRAMENTO STREET
PLACERVILLE, CA 95667
T. 530.628.1810 . F. 530.628.1931
WWW.ANOVAARCHITECTS.COM

2. Renovate approximately 6500 gross square feet at EDCSF 300 Fair Lane Drive, Placerville, to accommodate Patrol, records, LiveScan, and lobby areas as follows:
 - a. 2 Lieutenant Offices
 - b. 20 to 25 additional Patrol Lockers with shower/bathroom facilities
 - c. 2 CSO Offices
 - d. Administrative Sergeant Office
 - e. Administrative CSO
 - f. Lobby remodel/expansion
 - g. Reconfigure existing Sergeant Offices and "safe room" to 2 new Sergeant Offices
 - h. Extend briefing into Administrative Sergeants office and report-writing room
 - i. New report writing room with perimeter computer station counter
 - j. Remodel/update existing shower/bathroom facilities
3. As a Construction budget alternate, add vehicular security gates for parking segregation of public and patrol vehicles.
4. As a Construction budget alternate, provide entrance canopy design associated with lobby expansion that is complimentary of the general campus look and feel found on Building A.

Required Information to be provided by Client:

1. Completed Hazardous Materials Report for both buildings 300 Fair Lane and Building A.
2. Complete record drawings for 300 Fair Lane where work is to be performed. Record drawings need to show existing/modified structural systems, mechanical systems, plumbing systems, and electrical systems.
3. Site plan which includes the paved parking areas surrounding 300 Fair Lane and indicates grade elevations for the building lobby and entrance approach apron to 20' -0" in front of the main entrance.
4. Existing Civil documents identifying the location of underground utilities and services entering and around 300 Fair Lane. Under slab utility plans showing all sizes and locations.
5. Complete record drawings for Building A entrance canopy structure to allow the matching of size and method of construction.

Summary of Professional Services:

A. Architectural Services \$59,350.00

1. Scope of Services:
 - a. Schematic Design, Design Development, and Construction Document design services for permitting and construction of the project.
 - b. Projected construction cost estimates at each milestone phase
 - c. Project Manual (edited from the Counties Master Format)
 - d. Architectural assistance in preparation of documents for permit submittals and plan check review during pre construction and bidding
 - e. Bid Support & Addenda phase will consist of attending the pre-bid conference/walk and answer questions for incorporation in addenda by county staff.
 - f. Construction Administration phase will be handled by the County. Per the County request we will only participate in one pre-construction meeting, one site visit during construction, one punch list walk. If required by the County, we will assist them in other matters on a Time and Materials basis.

2. Anticipated Deliverables: (based on Record Drawings provided by the County)
 - a. Cover Sheet
 - b. Localized Site Plan and Site Details
 - c. Demolition Plan without Field Dimensioning
 - d. Floor Plan/Wall Type Schedule/Door Schedule/Details
 - e. Reflective Ceiling Plan
 - f. Interior Elevations/Details/Schedules
 - g. Project Manual (edited from the Counties Master Format)

3. Exclusions:
 - a. Pre Design Program Evaluation, needs and/or Use Assessments
 - b. Time or fees associated with any exploratory or investigative observation that may be necessary to complete the design evaluation and work
 - c. Field measurement of existing As-Built conditions
 - d. Design outside limit of remodel scope for general building system
 - e. Selection, specification & coordination of furniture, fixtures and equipment
 - f. Agency processing
 - g. Agency fees such as Building Permit, Fire Department, Licenses or Certifications required for the construction, occupancy, inspection and/or certification of the project
 - h. Specialty Design Consultants, including food service and acoustical engineering
 - i. Services related to Hazardous materials
 - j. Abatement Reports
 - k. Value-engineering Services

This proposal and the fees presented are based on the presumption that all existing conditions are documented fully and that the record drawings will be available for analysis and execution of work.

- B. Structural Engineering Services \$7,600.00
- C. Mechanical/Plumbing Engineering Services \$9,850.00
- D. Electrical Engineering Services \$10,000.00

Phasing Schedule and Deliverable Summary:

A. Schematic Design Subtotal:	\$ 13,000.00
B. Design Development Subtotal:	\$ 13,040.00
C. Construction Document Subtotal:	\$ 30,380.00
D. Application Processing:	\$ 4,340.00
E. Bid Phase Processing:	\$ 4,340.00
F. Construction Administration:	<u>\$ 21,700.00</u>
 Total Fee for Professional Services	 \$ 86,800.00