

# ORIGINAL

## AGREEMENT FOR SERVICES #032-S0511 AMENDMENT II

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This Amendment II to that Agreement for Services #032-S0511, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Brian Shinault Architect, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 976 Edgewood Circle, South Lake Tahoe, CA 96150; (hereinafter referred to as "Consultant" or "Architect");

### WITNESSETH

**WHEREAS**, Consultant has been engaged by County to provide architectural services necessary for the South Lake Tahoe Animal Control Remodel, Project #04-15, Facilities Design and Development Division, in accordance with Agreement for Services #032-S0511 dated July 20, 2004, and Amendment I dated February 15, 2005, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend the Project Description and Compensation for Services, hereby amending **ARTICLE 1.1.: 1.1.1.1 – Project Description, 1.1.1.3 – Compensation for Services and ARTICLE 3.1.7.: 3.1.7.1 - Indemnity**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #032-S0511 shall be amended a Second time as follows:

#### **ARTICLE 1.1 – Project Description**

**1.1.1.1.** In general, the work described under this Agreement can be described as: Design services for the South Lake Tahoe Animal Control Remodel for the Department of General Services, Facilities Design and Development Division. Services shall be in accordance with Exhibit 'A' marked, "Goals and Scope of Work" and Exhibit "B", marked "Increase in Scope of Work", incorporated herein and made by reference a part thereof. Services shall include, but not be limited to, full design, drawing and specification work for the architectural, civil, structural, mechanical, electrical and plumbing upgrades required.

In addition to the above, Consultant shall provide grading and drainage design and plans. Hydrology study for rock lined drainage swale, including corrections and plan revisions per County plan checks.

**1.1.1.3.** Compensation for Services: For services provided herein, Owner agrees to pay Architect monthly in arrears. Payments shall be made thirty (30) days following Owner's receipt and approval of itemized invoice(s) detailing services rendered.

For the purpose hereof, billing shall be in accordance with the following:

	<b>Original</b>	<b>Additional</b>	<b>Total</b>
Task 1	2,000.00	1,255.00	3,255.00
Task 2	4,000.00	2,510.00	6,510.00
Task 3	6,000.00	4,765.00	10,765.00
Task 4	20,250.00	11,705.00	31,955.00
Task 5	<u>6,000.00</u>	<u>3,765.00</u>	<u>9,765.00</u>
<b>TOTAL</b>	<b>38,250.00</b>	<b>24,000.00</b>	<b>62,250.00</b>

In addition to the above, Owners agrees to pay Architect Task 6 (Provide grading and drainage design and plans; hydrology study for rock lined drainage swale, including corrections and plan revisions per County plan checks) the lump sum amount of \$5,000.00

Project Administration Support Services shall include, but not be limited to, pre-bid meeting, attendance at site; pre-construction meeting attendance; construction supervision assistance, including assistance with change orders, possible design changes during construction, three (3) site visits during construction; and assistance with punch list.

County requires Consultant's services on public works project(s) involving local, State and/or Federal funds to which prevailing wage requirements may apply to pay and require payment of wages according to a scale of prevailing wage rates determined by California law. As a consequence, Consultant shall comply with all applicable State and Federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable Federal and State provisions, the higher prevailing wage rate shall apply. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the County in which the work is to be done. Consultant shall comply with all wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, & 1813. Changes, if any, to the general prevailing wage rates will be available at the same location. Federal minimum wage rates are determined by the United States Secretary of Labor.

As required under the provisions of Labor Code Section 1776, Consultant and subcontractors shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the local branch office of the Consultant.

Total amount of this Agreement shall not exceed \$67,250.00.

**ARTICLE 3.1.7 Indemnity**

**3.1.7.1.** For services rendered pursuant to this Agreement for the period commencing with the effective date of the Agreement and continuing to the effective date of Amendment II to the Agreement, the following provision shall apply:

The Architect shall defend, indemnify, and hold the Owner 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, Owner employees, and the public, or damage to property, or in any way arise out of or are connected with the Architect's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the Owner, the Architect, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Owner, its officers and employees, or as expressly prescribed by statute. This duty of Architect to indemnify and save Owner harmless includes the duties to defend set forth in California Civil Code Section 2778.

For services rendered pursuant to Amendment II of this Agreement performed on or after the effective date of Amendment II of the Agreement, the following provision shall apply:

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.

Except as herein amended, all other parts and sections of that Agreement #032-S0511 shall remain unchanged and in full force and effect.

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**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Richard Collier Dated: 5/27/8  
Richard Collier  
Capital Programs Manager

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: George W. Sanders Dated: 5/28/08  
George W. Sanders  
Interim Director  
General Services

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to that Agreement for Services #032-S0511 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

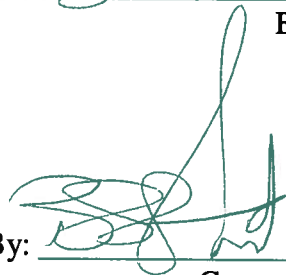
By: \_\_\_\_\_  
Deputy Clerk

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

--CONSULTANT--

Dated: 5.08.08  
Brian Shinault Architect, Inc.  
A California Corporation

By:   
Brian Shinault  
President  
"Consultant"

By:   
Corporate Secretary

# ORIGINAL

## AGREEMENT FOR SERVICES #032-S0511 AMENDMENT I

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This Amendment I to that Agreement for Services #032-S0511, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County" and/or "Owner"), and Brian Shinault Architect, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 976 Edgewood Circle, South Lake Tahoe, CA 96150 (Mailing: P.O. Box 79, South Lake Tahoe, CA 96156); (hereinafter referred to as "Architect").

### WITNESSETH

**WHEREAS**, Architect has been engaged by County to provide architectural services necessary for the South Lake Tahoe Animal Control Remodel, Project #04-15, for the Department of General Services, Facilities Design and Development Division, in accordance with Agreement for Services #032-S0511, dated July 20, 2004; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE 1.1.: 1.1.1.1 - Project Description and 1.1.1.3 - Compensation for Services.**

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #032-S0511 shall be amended a first time as follows:

#### **ARTICLE 1.1 - Project Description**

**1.1.1.1.** In general, the work described under this Agreement can be described as: Design services for the South Lake Tahoe Animal Control Remodel for the Department of General Services, Facilities Design and Development Division. Services shall be in accordance with Exhibit "A", marked "Goals and Scope of Work" and Exhibit "B", marked "Increase in Scope of Work", incorporated herein and made by reference a part hereof. Services shall include, but not be limited to, full design, drawing and specification work for the architectural, civil, structural, mechanical, electrical and plumbing upgrades required.

**1.1.1.3. Compensation for Services:** For services provided herein, Owner agrees to pay Architect monthly in arrears. Payment shall be made thirty (30) days following Owner's receipt and approval of itemized invoice(s) detailing services rendered.

For the purposes hereof, billing shall be in accordance with the following:

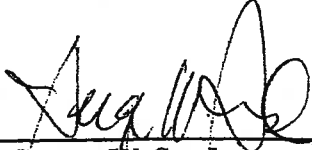
	<b>ORIGINAL</b>	<b>ADDITIONAL</b>	<b>TOTAL</b>
Task 1	2,000.00	1,255.00	3,255.00
Task 2	4,000.00	2,510.00	6,510.00
Task 3	6,000.00	4,765.00	10,765.00
Task 4	20,250.00	11,705.00	31,955.00
Task 5	6,000.00	3,765.00	9,765.00
<b>TOTAL</b>	<b>38,250.00</b>	<b>24,000.00</b>	<b>62,250.00</b>

Project Administration Support Services shall include, but not be limited to, pre-bid meeting attendance at site; pre-construction meeting attendance; construction supervision assistance, including assistance with change orders, possible design changes during construction, three (3) on site visits during construction; and assistance with punch list.

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 on file at the El Dorado County Department of General Services, Facilities Design and Development Division.

Total amount of this Agreement, as amended, shall not exceed \$62,250.00, inclusive of all expenses.

**Requesting Department Concurrence:**

By:   
\_\_\_\_\_  
**George W. Sanders**  
**Interim Director**  
**General Services Department**

Dated: 1/20/05

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #032-S0511 the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 2/15/05

By: Charlie Paine  
**CHARLIE PAINE** Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

By: Astryn Tyler Dated: 2/15/05  
Deputy Clerk

-- ARCHITECT --

Dated: 1.27.05  
**BRIAN SHINAULT ARCHITECT, INC.**  
A CALIFORNIA CORPORATION

By: Brian Shinault  
Brian Shinault, President  
"Architect"

By: [Signature]  
Corporate Secretary

Dated: 1.27.05



**EXHIBIT "B"**  
**INCREASE IN SCOPE OF WORK**

Original scope of work contained the remodel of existing Animal Control Facility. County has now determined it is necessary to purchase adjacent property to the existing Animal Control. Expanded scope includes expanding existing facility onto adjacent property and providing for increase in parking area.

Additional work includes the design of a new addition to the existing facility of 1,000 square feet plus approximately 5,000 square feet of new parking areas. Because County is now building on new parcel Architect will be required to spend additional time with TRPA, utilities, etc. In addition, there will be extra civil engineering required on the new parcel for the parking area and the new building that was not required in the original remodel of existing facility, there will be additional construction documents required to encompass the additional work.

Additional services shall include, but not be limited to:

**Project Description:**

1. 1,000 sq. ft. +/- increase to existing structure
2. 5,000 sq. ft. +/- parking area
3. Additional planning services

**Project consists of the following:**

1. Architectural Construction Documents  
The scope of services shall include site investigation to verify existing conditions, construction documents from approved County design, for submittal to the County of El Dorado Building Department for permit approval.

**Assumptions:**

1. One County of El Dorado Building Department Submittal Package.
2. Architectural Construction Documents will be prepared in ADT 2004.
3. County shall provide reproduction at County's expense for County's use or for the distribution to County's staff.
4. Energy calculations within scope of work.
5. Electrical, mechanical, structural and architectural design within scope of work.

**Exclusions**

1. Sub-surface investigations, hardscape, or additional topographic survey.
2. Any services related to hazardous materials identified or abatement.
3. Employment of special sub-consultants at the request of the County.
5. Site survey

Extra Services (Charged at Time and Materials Rate)

1. Visual Simulation

Material will be charged at 100% Architects cost plus 10% administrative fee.

Time and Materials/Extra Services Rate:

Architect	\$125.00/hr.
Sr. Associate	\$87.50/hr.
Draftsperson	\$75.00/hr.
Administrative	\$50.00/hr.

Total amount for Additional Scope of Work shall not exceed \$24,000.00 inclusive of all expenses.

# ORIGINAL

## AGREEMENT BETWEEN OWNER AND ARCHITECT FOR ARCHITECT'S SERVICES #032-S0511

**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 Brian Shinault Architect, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 976 Edgewood Circle, South Lake Tahoe, CA 96150 (Mailing: P.O. Box 79, South Lake Tahoe, CA 96156); hereinafter referred to as "Architect").

**WHEREAS**, Owner has determined that it is necessary to obtain an Architect to provide architectural services necessary for the South Lake Tahoe Animal Control Remodel, Project #04-15 for the Department of General Services, Facilities Design and Development 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 work described under this Agreement can be described as: Design services for the South Lake Tahoe Animal Control Remodel for the Department of General Services, Facilities Design and Development Division. Services shall be in accordance with Exhibit "A", marked "Goals and Scope of Work", incorporated herein and made by reference a part hereof. Services shall include, but not be limited to, full design, drawing and specification work for the architectural, civil, structural, mechanical, electrical and plumbing upgrades required.

**1.1.1.2.** Design-build documentation shall include design criteria, product and execution requirements, and MEP equipment capacity requirements, and shall be adequate for design phase cost estimating and for bidding by contractors.

**1.1.1.3.** Compensation for Services: For services provided herein, Owner agrees to pay Architect monthly in arrears. Payment shall be made thirty (30) days following Owner's receipt and approval of itemized invoice(s) detailing services rendered.

For purposes hereof, billing shall be in accordance with the following:

Task 1 - \$ 2,000	Project and Site Investigation
Task 2 - \$ 4,000	Schematic Design
Task 3 - \$ 6,000	Design Development (TRPA submittal)
Task 4 - \$20,250	Construction Documents (Plans/ Specifications)
Task 5 - \$ 6,000	Project Administration Support

Project Administration Support Services shall include, but not be limited to, pre-bid meeting attendance at site; pre-construction meeting attendance; construction supervision assistance, including assistance with change orders, possible design changes during construction, three (3) on site visits during construction; and assistance with punch list.

The County requires the Consultant's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable State prevailing wage rates, statutes, rules, and regulations then in effect. The scale is on file at the El Dorado County Department of General Services, Facilities Design and Development Division.

**1.1.1.4** This Agreement shall become effective when fully executed by both parties hereto and shall expire upon issuance of Notice of Completion for the Project. 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 Architect's. 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.

**1.1.1.5.** Other parameters are: all services rendered under this Agreement shall conform with Title 15, and Title 24 of the California Code of Regulations.

**1.1.2. PROJECT TEAM**

1.1.2.1. The Owner's Designated Representative is: Tom MacConnell, Project Manager.

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: Tom MacConnell, Project Manager; Gayle Erbe-Hamlin, Public Health Director; and Henry Brzezinski, Animal Control Chief.

1.1.2.3. The Architect's Designated Representative is: Brian Shinault.

**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 highest standards of professional care. If changes in schedule are requested by the Owner or otherwise develop during the course of the Project that would require the Architect to perform with a lesser standard of care in order to meet the schedule, it is solely the responsibility of the Architect to notify the Owner in advance in writing that such deviation will be required and to provide the Owner the specific basis for the opinion. The Architect shall not deviate to a lesser standard of care in the absence of an express written authorization by the Owner. 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 Architect's practicing under similar circumstances and conditions.

The Architect warrants and represents that the fee stated herein is adequate and sufficient consideration for his provision of 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 exceptions to

this being: (1) the cost of those Architects or that become necessary as a result 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 Architect's shall 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.

## **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.

### **1.3.2. INSTRUMENTS OF SERVICE**

**1.3.2.1.** The Architect hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, 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. The Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written assignment from his Architect's that obligate the Architect to Owner as set forth herein, which copyrights the Architect hereby assigns to the Owner.

**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 Architects, 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 Architects 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. 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 on either the date of Substantial Completion (for acts or failures to act occurring prior to Substantial Completion of which the Owner was aware as a result of notice by the Architect) or upon the Owner's discovery of damages to the Owner or the Project resulting in any part from the act or failure to act by the Architect, whichever is later.

1.3.3.4. 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.

1.3.3.5. 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. The Architect may not assign Architect's rights in this regard to any third persons or consultants.

1.3.3.6. 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 1.1.1.3. 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 Architects 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.

## **ARTICLE 2.4 DESIGN SERVICES**

2.4.1.1. The Architect's design services shall include normal structural, mechanical, plumbing and electrical engineering services.

### **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.

**ARTICLE 2.5 COMPETITIVE BIDDING**

**2.5.1.1.** 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.

**2.5.1.2.** The Architect shall participate in, at the Owners direction, a pre-bid conference for prospective bidders.

**2.5.1.3.** The County shall 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 based on Architect information.

**ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES**

**2.6.1. GENERAL ADMINISTRATION (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 assist in the preparation of 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 recommend 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.

**2.6.5.4.** 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 accompany the Project Manager on an inspection of the site to determine substantial completion of the Project and assist in the preparation of a punch list of items requiring completion prior to final inspection. Upon completion of the punch list items, the Architect shall accompany the Project Manager on an inspection of the site to determine Final Completion of the Project.

**2.6.6.2.** The Architect's inspection 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 to the Contractor of Work to be completed or corrected.

#### **ARTICLE 2.7 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.

**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 days 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 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. Architect waives any removal rights it might have under Code of Civil Procedure Section 394.

**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 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 \$1,000,000.00 per occurrence. 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 three (3) years following completion of performance of this Agreement.

**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 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, Owner employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Architect's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the Owner, the Architect, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Owner, its officers and employees, or as expressly prescribed by statute. This duty of Architect to indemnify and save Owner 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 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-consultants 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.** The Owner Officer or employee with responsibility for administering this Agreement is George W. Sanders, Interim Director/Facilities Manager, General Services Department, or successor. 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:                   GEORGE W. SANDERS, INTERIM DIRECTOR  
                          GENERAL SERVICES DEPARTMENT  
                          360 FAIR LANE  
                          PLACERVILLE, CA 95667

ARCHITECT:             BRIAN SHINAULT ARCHITECT, INC.  
                          P.O. BOX 79  
                          SOUTH LAKE TAHOE, CA 96156

**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. AUTHORIZED SIGNATURES**

**3.1.17.1.** 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.

**3.1.18. PARTIAL INVALIDITY**

3.1.18.1. 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.


**3.1.19. ENTIRE AGREEMENT**

3.1.19.1. 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

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

Dated: July 20, 2004

By:   
Chairman  
Board of Supervisors  
"County"


ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: Margaret E. Moody Date: July 20, 2004  
Deputy Clerk

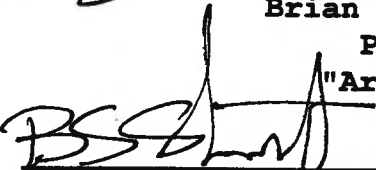
- - A R C H I T E C T - -

Dated: 6.30.04

BRIAN SHINAULT ARCHITECT, INC.  
A CALIFORNIA CORPORATION

By: 

Brian Shinault  
President  
"Architect"

By:   
Corporate Secretary

Dated: 6.30.04

## EXHIBIT A – Goals and Scope of Work

### I. PROJECT LOCATION:

El Dorado County Animal Control  
1128 Shakori Drive  
Meyers, CA

### II. PROJECT GOALS:

1. The County intends to perform a remodel of the existing South Lake Tahoe Animal Control Facility in order to improve staff working conditions, public use and access, and to bring the facility into conformance with ADA, (American's With Disabilities Act), requirements.

### III. SCOPE OF WORK:

1. Services shall generally include, but not be limited to, full design, drawing, and specification work for the architectural, structural, civil, mechanical, electrical and plumbing work as described herein.
  - A. Construct a new roof structure over existing facility in order to increase headroom in kennel areas for staff and public. Provide for improved snow shedding characteristics with design of new roof structure.
  - B. Reconfigure administration area floorplan to improve utilization of staff offices, reception area, public areas, animal housing/viewing areas, restroom access and to provide ADA conformance throughout.
  - C. Provide ADA access to dog kennel area.
  - D. Upgrade dog kennel areas with new fencing, upgraded floor drains, improved wall and floor finishes, improved lighting, improved ventilation and improved acoustics for noise attenuation.
  - E. Improve dog quarantine area.
  - F. Enclose existing incinerator enclosure and convert to usable indoor space. (Specific use to be determined as part of design)
  - G. Improve functionality of existing boiler/laundry room.

- H. Improve functionality of existing storage room.
- I. Provide for improved dead animal storage.
- J. Provide an outside Adoption Visitation area if feasible.
- K. Provide at least one uni-sex restroom with separate access conforming to ADA requirements.
- L. HVAC:
  - 1. Replace existing hydronic heating system boiler with new, high efficiency unit.
  - 2. Replace fan coil units and plumbing as required.
  - 3. Kennels, quarantine areas, and staff areas to be on separate systems for heating and cooling.
  - 4. Provide improved, upgraded HVAC controls.
- M. Provide upgraded lighting throughout conforming to Title 24 energy standards.
- N. Parking: Provide at a minimum, one ADA accessible parking stall with ADA accessibility to building entrance.
- O. Provide staff break room / lunchroom.
- P. Relocate euthanasia room to more private location within facility.

#### IV PROJECT REQUIREMENTS:

- 1. All design work shall conform to requirements of the Tahoe Regional Planning Agency (TRPA), El Dorado County Building Department, El Dorado County Environmental Management, South Tahoe Public Utilities District (STPUD), local Fire District, and all applicable Federal, State and Local codes and ordinances.