

ORIGINAL

AGREEMENT #738-S0711 AGREEMENT BETWEEN OWNER AND ARCHITECT FOR ARCHITECT'S SERVICES

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Owner") and Nacht & Lewis Architects, Inc., a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 600 Q Street, Suite 100, Sacramento, CA 95814(hereinafter referred to as "Architect").

WHEREAS, Owner has determined that it is necessary to obtain an Architect to provide architectural services necessary for the Expansion of the Jail Facility in Placerville, CA for the Department of General Services, Facilities Division; and

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

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

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

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

ARTICLE 1.1. PROJECT DESCRIPTION

1.1.1.1. The project will consist of an overall expansion of the existing Placerville Jail Facility. Improvements common to the existing building include the addition of a forty (40) bed dorm and recreation yard together with a series of upgrades to the kitchen, dinning, laundry and storage areas. In addition, the project will include the construction of a one hundred twenty (120) bed minimum security facility with an added locker room space under separate roof but adjacent to the main jail.

These facilities improvements shall be in accordance with Exhibit "A" marked "Scope of Service" incorporated herein and made by reference a part hereof.

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

1.1.1.3. Owner shall provide project budget, topographic survey, geotechnical survey and report, existing Jail as-built documents, and testing inspection services.

1.1.1.4. Owner shall research and provide clearance with regards to right-of-way, setbacks, environmental analysis and determination. County shall coordinate, with Architect's technical assistance, with other county agencies such as El Dorado Irrigation District, El Dorado County Development Services Department, El Dorado County Department of Transportation, El Dorado County Environmental Management Department, El Dorado County Zoning Department, El Dorado County Building Department, County Fire Marshal, and other agencies in matters relative to this project.

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

If applicable, County requires Architect'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, Architect 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. Architect 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. Architect 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, Architect 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 Architect.

Travel expenses shall be compensated in accordance with Exhibit "B", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof. The total amount of this Agreement shall not exceed \$2,360,000.00, inclusive of all expenses.

1.1.1.6 Time is of the essence in this Agreement. This Agreement shall become effective when fully executed by both parties hereto and shall expire upon filing of "Notice of Completion" for the construction of the facility. The Architect agrees to complete the performance of all design/construction documents no later than Twenty four (24) months from date of fully executed Agreement, unless amended under the mutual agreement of both parties, the agreement of which shall not be unreasonably withheld.

Before Architect submits the first invoice for professional services to the Owner, the Architect shall prepare for the Owner's review and approval a comprehensive schedule of the performance of the Architect's services and that of his sub-consultants. This schedule shall indicate dates of Owner's approvals, dates when specific information is required by the Architect, and anticipated approval periods required for public authorities with jurisdiction over the project. Whether or not deviations from the schedule have been authorized by the Owner, the Architect shall update this schedule as necessary to reflect approved, and unavoidable deviations, and the probable impact of those deviations on the project and the performance of Architect's services. However, nothing in this section shall be construed as a waiver of the Owner's right to obtain full compliance by the Architect to the approved schedule.

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

1.1.2. PROJECT TEAM

1.1.2.1. The Owner's Designated Representative is: George W. Sanders, Deputy Director, General Services Department, or successor.

1.1.2.2. The persons or entities, in addition to the Owner's Designated Representative, who will be involved in the review of the Architect's submittals to the Owner, are staff within the El Dorado County General Services Department, Facilities Design/Construction/Maintenance Division, and the El Dorado County Sheriffs Department.

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

1.1.2.4. The Architect's Designated Representative is: John K. Wong, Architect, or successor.

1.1.2.5. The sub-consultants retained at the Architect's expense will include, but not be limited to: programming specialist; structural engineer; electric engineer specializing in security electronics; food service specialist; civil engineer; mechanical engineer; and cost estimating specialist.

ARTICLE 1.2. RESPONSIBILITIES OF THE PARTIES

1.2.2. OWNER

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

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

1.2.3. ARCHITECT

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

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

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

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

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

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

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

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

ARTICLE 1.3. SPECIAL PROVISIONS.

1.3.1. COST OF THE WORK

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

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

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

1.3.2. INSTRUMENTS OF SERVICE

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

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

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

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

1.3.3. CHANGE IN SERVICES

1.3.3.1. Change in Services of the Architect, including services required of the Architect's sub-consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. The Architect shall notify the Owner in writing immediately upon the Architect's determination that Changes in Service are needed and justified. The Architect shall indicate in that notice (a) the scope of the change, (b) the reason for the change, (c) the party, if any, whose acts or omissions the Architect believes resulted in the proposed change, (d) the estimated financial and schedule impacts of the change, and (e) a definite statement of fees due to the Architect for professional services and expenses related to such change. In addition to any other remedies available to the Owner under this Agreement or under law, to the extent that the change was the result, in whole or in part, of error, omission, inconsistency, or lack of clarity in the Contract documents or otherwise avoidable by full performance by the Architect, the professional services required to implement the change shall be performed by the Architect and his sub-consultants at no cost to the Owner.

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

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

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

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

1.3.4. PAYMENTS TO THE ARCHITECT

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

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

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

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 Architect's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

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

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

ARTICLE 2.2 SUPPORTING SERVICES

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

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

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

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

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

ARTICLE 2.4 DESIGN SERVICES

2.4.1.1. The Architect's design services shall include normal structural, mechanical/plumbing, electrical, civil, engineering together with specialists in programming, security, food service and cost estimating.

2.4.2. SCHEMATIC DESIGN DOCUMENTS

2.4.2.1. The Architect shall provide Schematic Design Documents based upon the most recent Owner approved program, schedule and estimate for the Cost of Work. The schematic drawings shall establish scaled relationships among the project components and shall include plans, sections, elevations, study models, perspective sketches, schematic diagrams, and narratives of major enclosure, electrical, mechanical, and structural systems, survey of applicable codes, and the value engineering analysis and report noted herein. The Architect will report in writing to the Owner any deviations between Owner-provided information or programs and the design presented.

2.4.3. DESIGN DEVELOPMENT DOCUMENTS

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

2.4.4. CONSTRUCTION DOCUMENTS

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

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

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

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

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

2.5.2. COMPETITIVE BIDDING

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

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

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

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

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1. EVALUATION OF THE WORK

2.6.1.1. The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Architect'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 Architect's rights and responsibilities under the Contract Documents.

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

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

2.6.2. CERTIFICATION OF PAYMENTS TO ARCHITECT

2.6.3. SUBMITTALS

2.6.3.1 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.

2.6.4. CHANGES IN THE WORK

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

2.6.4.2. The Architect shall analyze written requests by the Owner or Architect 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 Architect within a reasonable period of time but in no case later than ten (10) business days after the Architect's receipt of the request.

2.6.4.3. 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 Architect, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Architect.

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

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

2.6.5. PROJECT COMPLETION

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

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

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

ARTICLE 3: GENERAL PROVISIONS

3.1.1. DEFAULT, TERMINATION, AND CANCELLATION

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

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

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

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

3.1.1.4. Termination or Cancellation without Cause: Not with-standing 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 action arising out of this Agreement shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

3.1.4. ASSIGNMENT

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

3.1.5. SAFETY

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

3.1.6. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1.7. INDEMNITY

3.1.7.1. To the fullest extent allowed by law, Contractor 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 Architect, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Architect 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.

3.1.8. FISCAL CONSIDERATIONS

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

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

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

3.1.9. LIABILITY OF ARCHITECT NEGLIGENCE

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

3.1.10. NONDISCRIMINATION

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

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

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

3.1.11. CONFLICT OF INTEREST

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

3.1.12. NOTICE

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

OWNER: George W. Sanders, Deputy Director
General Services Department
360 Fair Lane
Placerville, CA 95667

ARCHITECT: Nacht & Lewis Architects
600 Q Street, Suite 100
Sacramento, CA 95814

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)

3.1.16.1 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. COUNTY BUSINESS LICENSE

3.1.17.1 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.

3.1.18. AUTHORIZED SIGNATURES

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

3.1.19. PARTIAL INVALIDITY

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

3.1.20. ADMINISTRATOR

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

3.1.21. ENTIRE AGREEMENT

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

3.1.22. VENUE

3.1.22.1. 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

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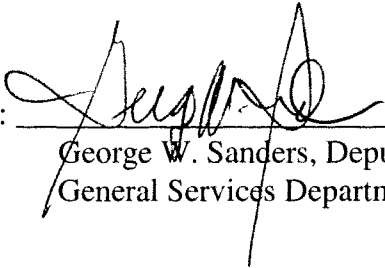
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Requesting Contract Administrator/Department Head Concurrence:

By:  _____ Dated: 4/3/07
George W. Sanders, Deputy Director
General Services Department

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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: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

--ARCHITECT--

Dated: _____

By: _____
John K. Wong
President
"Contractor"

By: _____
Corporate Secretary

Dated: _____

EXHIBIT “A”

Scope of Services El Dorado County Expansion of the Placerville Jail Facility

I. Design Team

- A. John K. Wong ,AIA, Principal in Charge, or successor
- B. Consultants retained by Nacht & Lewis Architects (Design Team)
 - Smith, Dan C. & Associates, Programming
 - Carlton Engineers, Civil Engineering
 - Buehler & Buehler, Structural Engineering
 - Turley & Associates, Mechanical Engineering
 - AVS Engineers, Electrical Engineering/Security Electronics
 - Quadriga, Landscape Architecture
 - Jeff Fetter Associates, Food Service
 - Sierra West Group, Cost Estimating

II. Scope of Work

- A. General - An element of the project will include a CEQA analysis. This analysis is likely to take the form of an Environmental Impact Report. Although Nacht & Lewis will not be responsible for the preparation of the environmental document; there will be a need to provide technical assistance relative to the planning, design, construction and operation of the proposed expansion of the jail facility. It is anticipated that this environmental document will also address the proposed construction of a new Sheriff Administration Center. All work associated with the Administration Center will not be the responsibility of Nacht & Lewis with the exception of certain improvements to the infrastructure, consisting of but not limited to; roadways, sewer, water, power, and communication systems that would be a common need to both the Jail Expansion and Administration Center.

Phase I – Analysis, design, and construction of the infrastructure of the existing jail, as well as the design of the minimum security facility associated parking and a new access road to the facility. This phase also includes relocation and expansion of the propane tank, a new laundry and jail storage facility, expansion of the existing kitchen and addition of a staff dining area, reuse of the vacated laundry in the existing jail and an addition of a recreation yard to include security fencing, lighting and camera surveillance. Additionally, a 40-bed dorm will be included at the unexcavated area below the existing east recreation yard of the jail. The infrastructure scope will also include expansion of the paved parking area at the site with rolling terrain.

Phase II – Construction of the 120-bed minimum security facility adjacent to the existing main jail. This phase also includes adding a covered walkway between the existing jail and the new minimum security facility, a new men's locker room and conversion of the existing men's locker room into a female locker room. The facility expansions identified in Phases I and II will need to evaluate the space needs for the inmate transportation program

III. Scope of Services

Pre-Schematic Design – Program Validation/Enhancement Phase

1. Objective: to validate the previously developed Needs Assessment dated April 2005, enhance it with new data in addressing operational requirements, study the impact on the jail capacity needs due to the establishment of a casino, develop a full space program and associated cost estimates for the two phases.
2. Tasks
 - a. Program validation and enhancement meetings with the user.
 - b. Adjustments to the program based upon user meetings and approval by the County.
 - c. Adjustments to site plan based upon program changes.
 - d. Establishment of a Project Budget based upon the initial cost estimates.
3. Deliverables
 - a. Six (6) copies of a revised Needs Assessment and Building Space Program with concept floor plans, site development plans and a Project Budget including cost estimates.
 - b. Minutes of meetings prepared in electronic format and distributed by email to meeting participants.

B. Schematic Design Phase

1. Tasks

- a. Review concept floor and site plans and establish possible phasing and alternates bids. Confirm the Project Budget.
- b. Building and site Design.
 - 1) Prepare schematic design phase civil drawings for site grading, drainage and utility drawings. Contact and coordinate with utility companies. (County to contact and coordinate with county agencies and to provide boundary/topo, existing utilities and easements drawings, and geotechnical investigations.
 - 2) Prepare schematic design phase structural, mechanical, plumbing, electrical, security electronics, communications and landscape drawings.
 - 3) Prepare schematic design phase architectural drawings for building shell design, interior layout for all program components and interior finish schedule.
 - 4) Review drawings with County.
 - 5) Prepare building codes analysis – Meet and/or coordinate with State's Corrections Standards Authority and County's Building and Fire Departments to obtain compliance approvals. Provide technical assistance to County for coordination with other county agencies having jurisdiction over the design of the project, such as, but not limited to EID, PG&E, DOT, etc.
- c. Prepare schematic design phase outline specifications.
- d. Prepare schematic design phase estimate of probable construction cost.
- e. Prepare a list of Owner furnished equipment.
- f. Presentation drawings for Public Hearings. These will include one colored exterior elevation, colored landscape plan and sketch rendering in addition to plans and sections. All drawings will be converted to power point presentation format.

2. Meetings

- a. User meetings as required. Certain meetings will be conducted at the Architect's office in Sacramento.
- b. Attendance at one (1) Public Hearing

3. Deliverables

- a. Eight (8) hardcopies of drawings, specifications and cost estimates.
- b. One (1) electronic format on CD of the above.
- c. Four (4) hardcopies of the presentation drawings/renderings.
- d. One (1) electronic format on CD of the above in Power Point.

4. County's Deliverable to Correction Standards Authority:

- a. Operational Program Statement.

C. Design Development Phase

1. Tasks

- a. Review/implement schematic design phase drawing comments.
- b. Building and Site Design:
 - 1) Prepare design development phase civil drawings including erosion plan, storm water retention plan and calculations.
 - 2) Prepare design development phase architectural, structural, mechanical, plumbing, electrical, electronic security, communications and landscape drawings. Coordinate with County relative to colors, finishes and FF&E requirements. Coordinate with user relative to all detention hardware, doors, windows, glazing and miscellaneous security issues.
 - 3) Coordinate civil and structural design with County Geotechnical consultant.
- c. Prepare design development phase specifications.
- d. Prepare design development phase estimate of probable construction cost.

2. Meetings

- a. User meetings as required. Certain meetings will be conducted at the Architect's office in Sacramento.
- b. Attendance at one (1) Public Hearing.

3. Deliverables

- a. Eight (8) hardcopies of drawings, specifications and cost estimates.
- b. One (1) electronic format on CD of the above.
- c. Four (4) hardcopies of the presentation drawings/renderings.
- d. One (1) electronic format on CD of the above in Power Point.

D. Construction Documents Phase

1. Tasks

- a. Review/implement design development phase review comments.
- b. Building and Site Design.
 - 1) Prepare construction documents (drawings and specifications):
 - Architectural
 - Civil Engineering
 - Structural Engineering
 - Mechanical Engineering
 - Electrical Engineering/Security Electronics
 - Landscape
 - Food Service
 - Cost Estimating
 - 2) Prepare structural calculations and Title 24-Energy Conservation Forms.
 - 3) Prepare construction documents phase estimate of probable construction cost.
 - 4) Coordinate final construction documents with County Geotechnical consultant.
- c. Review 95% complete construction documents with County Project Architect.
- d. Submit 100% complete construction documents, structural calculations and Energy Forms to County Architect to initiate building permit review process.
- e. Revise construction documents as appropriate in response to County Building Department and County Architect review comments. Submit revised (Final) construction documents to County Architect.
- f. Participate in presentation of project to Board of Supervisors if required.

2. Meetings

- a. User meetings as required. Certain meetings will be conducted at the Architect's office in Sacramento.
- b. Attendance at one (1) Public Hearing as noted under "F" above.

3. Deliverables

- a. Deliver one reproducible hardcopy of the following for bid. Multiple signed copies will be submitted for Agency approval as required.
 - 1) Final Construction drawings
 - 2) Final Specifications
 - 3) Final Estimate of probable construction cost
 - 4) Final Title 24 Calculation and Energy Forms
- b. One (1) electronic format on CD of the above.

E. Bidding Phase

1. Tasks

- a. Respond to Bidder's questions.
- b. Attend one (1) pre-bid conference.
- c. Prepare addenda as required
- d. Review bids with County.

2. Meetings

- a. User meetings as required.

3. Deliverables (all deliverables shall be provided in hardcopy format as well as electronic format on CD).

F. Construction Administration

1. Meetings – Attend one (1) Pre- construction Conference and periodic site meetings approximately every two weeks over an anticipated 72-week construction period. Approximately 36 meetings total. Note it is understood that certain meetings will need to meet weekly. However, the fee is based on an approximate 36 meetings over this period of time. Meetings beyond 10% more that 36 meetings (or 4 additional), will be treated as an additional services.

2. Scope of work – Will generally follow those tasks described in the AIA B141 Owner/Architect Agreement and in the AIA 201 of General Conditions of the Contract.
3. Prepare a punch list for all construction disciplines. Work includes one follow up visit per discipline to verify completed items. These visits will be conducted once the Contractor indicates in writing that all work is complete. Multiple follow up visits will be conducted if needed, but they will be treated as additional services. We recommend that the Contract Documents include a clause that the Contractor reimburses the County for such additional follow up visits.

G. Construction Administration

1. Record Drawings – Nacht & Lewis and its Consultants will provide one (1) hardcopy of Record Drawings. These drawings will be based upon Contractor supplied As-Built mark ups. Any work required of Nacht & Lewis and its Consultants to verify existing conditions in the field will be treated as additional services.

IV. Other Requirements

A. County Standards

1. Nacht & Lewis and its Consultants shall use AutoCad version 2006 drafting standards and County title blocks and borders.
2. County of El Dorado construction standard specifications.

B. Exclusions

1. Topographic, Boundary and Utility Surveys.
2. Geotechnical Investigation and Recommendations.
3. Soil toxicity/corrosion/pH studies and tests.
4. EIR and/or related EIR studies such as traffic analysis, wetlands' study, etc.
5. Separate Bid Documents for any other components not specifically called out herein.

C. Additional Services

1. Services requested by the County not included herein under Item III of Scope of Services shall be subject to additional compensations as mutually agreed upon.
2. Any documentation related to Alternate Bids.

V. Fee Proposal

A. Consultant Fees per Phase

Pre-schematic (8%)	\$ 188,800.00
Schematic Design (15%)	\$ 354,000.00
Design Development (22%)	\$ 519,200.00
Construction Documents (30%)	\$ 708,000.00
Bidding (1%)	\$ 23,600.00
Construction Administration (24%)	<u>\$ 566,400.00</u>

Total Fee for Basic Services	\$2,360,000.00
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B. Reimbursable Expenses

1. Reimbursable Allowance:

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

Reimbursable items shall be charges at a rate equal to the cost of the items plus 15% (cost x 1.5).

C. Hourly Rate Schedule

Nacht & Lewis Architects

Principal	\$ 225.00
Project Manager	\$ 160.00
Lead Project Architect	\$ 140.00
Project Architect	\$ 125.00
Project Coordinator	\$ 110.00
Senior Technician	\$ 90.00
Technician	\$ 75.00
Clerical	\$ 55.00

Consultants

Principal	\$ 230.00
Project Manager	\$ 165.00
Lead Engineer	\$ 150.00
Project Engineer	\$ 130.00
Engineer	\$ 115.00
Technician	\$ 85.00
Clerical	\$ 60.00

Nacht & Lewis Architects will invoice Consultants' hourly rates plus 15%

The above rates will be valid for two years from the date of this Agreement.
Rates after the two year period will be adjusted to increase by 6%.



EXHIBIT "B"

COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

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

BACKGROUND:

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

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

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



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D-1	Page Number: 2 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

POLICY:

1. General Policy

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



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D-1	Page Number: 3 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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

2. Approvals Required

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 4 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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

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

3. Travel Participants and Number

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

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

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

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 5 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 6 of 14
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the purpose of discussing important issues related to County business and policies.

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

4. Mode of Transport

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 7 of 14
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prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

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

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

5. Reimbursement Rates

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



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

b. Private Auto

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

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

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

c. Meals

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



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

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

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



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

Maximum Allowable Meal Reimbursement

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

d. Lodging

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



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

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

e. Other Expenses

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

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

6. Advance Payments



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

7. Compliance - Claimant Responsibility

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

8. Procedures:

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



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

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



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