



AGREEMENT FOR SERVICES #273-S1511

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") Architectural Nexus, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2505 East Parleys Way, Salt Lake City, Utah 84106 and whose local place of business is 1990 Third Street, Suite 500, Sacramento, California 95811 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to assist its Chief Administrative Office, Facilities Management Division with architectural services related to the Buildings A and B Renovation Project ("Project"); and

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

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

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Contractor shall perform all professional and technical services and shall make available Contractor's own personnel, subcontractors, materials and equipment necessary to perform the services, work, and tasks outlined below.

**Phase A - Schematic Design Services**

The Contractor (inclusive of engineering contractors) shall review the program and other information furnished by the County, and shall review laws, codes, and regulations applicable to the Contractor's services.

The Contractor shall prepare a preliminary evaluation of the County's program, schedule, budget for the Project Construction Cost, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Contractor shall notify the County of: (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

The Contractor shall present its preliminary evaluation to the County and shall discuss with the County alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Contractor shall reach an understanding with the County regarding the requirements of the Project.

Based on the Project's requirements agreed upon with the County, the Contractor shall prepare and present for the County's approval a preliminary design illustrating the scale and relationship of the Project components.

Based on the County's approval of the preliminary design, the Contractor shall prepare Schematic Design Documents for the County's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

The Contractor shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the County's program, schedule and budget for the Project Construction Cost. The County may obtain other environmentally responsible design services.

The Contractor shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the County's program, schedule and budget for the Project Construction Cost.

The Contractor shall submit to the County an estimate of the Project Construction Cost.

The Contractor shall submit the Schematic Design Documents to the County, and request the County's approval.

**Phase B - Design Development Services**

Based on the County's approval of the Schematic Design Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the Project Construction Cost, the Contractor shall prepare Design Development Documents for the County's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall

also include outline specifications that identify major materials and systems and establish in general their performance and quality levels.

The Contractor shall update the estimate of the Project Construction Cost.

The Contractor shall submit the Design Development Documents to the County, advise the County of any adjustments to the estimate of the Project Construction Cost, and request the County's approval.

The deliverables for Phases A and B are collectively referred to as "Bridging Documents for a Design/Build RFP."

### **Phase C - Additional Services**

#### **Design Oversight**

The Contractor shall review the progress and report to the County general compliance set forth in the Schematic Design and Design Development documents by subsequent entities delivering design and construction services. The design oversight work shall occur at the completion of Design Development Documents, at 50% Construction Documents and at 100% of Construction Documents. Compliance summary report shall include Architectural, Structural, Mechanical, Electrical, and Plumbing disciplines.

#### **Limited Construction Administrative Support**

The Contractor shall conduct four site visits during construction at the following intervals; conclusion of demolition, rough-in of utility infrastructure, conclusion of finish works and at final punch list. The site visits will summarize general compliance set forth in the Schematic Design and Design Development deliverables and shall include Architectural, Structural, Mechanical, Electrical and Plumbing disciplines.

#### **Planning Meetings**

The Contractor shall participate in strategic planning meetings with the County pertaining to all increments of the project scope as requested and determined by the County.

The time to complete all aforementioned tasks (Phase A, B and C) shall be mutually agreed upon between Contractor and Contract Administrator.

Upon full execution of this Agreement, the Contract Administrator will issue a single written Notice to Proceed for all of the tasks and services to be provided under this Agreement. Contractor shall not commence work on any of the tasks or services until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed. The schedule for tasks and services shall be mutually agreed upon by the Contract Administrator and Contractor.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date thereof.

### ARTICLE III

**Compensation for Services:** For services provided herein, including all deliverables described in the notice to proceed issued pursuant to this Agreement, and including any progress reports requested through Article V, Progress Reports, below, County agrees to pay Contractor monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing services rendered.

Monthly payments for Phases A and B shall be based on the percentage of completion of the Bridging Documents for a Design/Build RFP. The minimum total compensation for Phases A and B shall be \$296,250.00, which is based on a total construction cost for the project of \$10,000,000.00 over three years. Total construction cost shall be determined by adding together all construction contracts entered into by County related to the Building A/B Renovation Project.

Should the total construction costs exceed \$10,000,000, the contractor shall be compensated additionally. The additional compensation shall be determined by multiplying the amount in excess of \$10,000,000 by 0.027. For example:

For total construction costs of \$12,000,000, additional compensation would be:

Amount in excess of \$10,000,000.:  $\$12,000,000 - \$10,000,000 = \$2,000,000$

Additional compensation:  $\$2,000,000 * 0.027 = \$54,000$

The total compensation for Phases A and B inclusive of all costs, work, and expenses shall be a fixed fee as described above and shall not exceed \$431,250.00.

The billing rates for Phase C – “Additional Services” as described in ARTICLE I shall be in accordance with Exhibit “A” marked “Fee Schedules”, incorporated herein and made by reference a part hereof. Upon written approval by the Contract Administrator, the fee schedules may be updated once annually during the term of this Agreement. The total compensation for Phase C shall not exceed \$100,000.00 inclusive of all costs, work of subcontractors and expenses.

The total amount payable for all services provided under this Agreement, inclusive of all costs, work, and expenses shall not exceed \$531,250.

Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Facilities Management  
3000 Fairlane Court, Suite One  
Placerville, California 95667  
Attn.: Russell Fackrell, Facilities Manager

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in Article XIV, Default, Termination, and Cancellation herein

#### **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Progress Reports:** At the request of County, Contractor shall submit written progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. The reports shall be sufficiently detailed for the Contract Administrator to determine if Contractor is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed.

County's review of these reports will ensure that Contractor's work meets a level of acceptability as determined by the Contract Administrator, and Contractor shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Progress reports shall include the total number of hours worked by Contractor and any authorized subcontractors and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period.

#### **ARTICLE VI**

**Contractor's Project Manager:** Contractor designates Jeff Kennedy as its Project Manager for this Agreement. Contractor's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Contractor's Project Manager shall be responsible for all matters related to Contractor's personnel, operations and any subcontractors authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required pursuant to this Agreement; (2) reviewing, monitoring, training and directing Contractor's personnel and any subcontractors authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

#### **ARTICLE VII**

**Architectural License:** The Contractor hereby warrants and represents that Contractor is licensed to practice Architectural work as required by the State of California and that during the term of the

Agreement, Contractor and subcontractors have all the licenses, permits, qualifications and approvals that are required to provide the services under this Agreement. The Contractor agrees to provide professional services that reflect the standards of professional care.

#### **ARTICLE VIII**

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

#### **ARTICLE XI**

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

#### **ARTICLE X**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Except for those subcontractors list in Exhibit "B" marked "Subcontractors", incorporated herein and made by reference a part hereof hereto, contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

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

#### **ARTICLE XI**

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

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE XII**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XIII**

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

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

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

## **ARTICLE XIV**

### **Default, Termination, and Cancellation:**

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

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

this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

#### **ARTICLE XV**

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

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Facilities Management  
3000 Fairlane Court, Suite One  
Placerville, CA 95667  
ATTN: Russell Fackrell, Facilities Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Terri Daly, Purchasing Agent



Notices to Contractor shall be addressed as follows:

ARCHITECTURAL NEXUS, INC.  
1990 Third Street, Suite 500  
Sacramento, CA 95811  
ATTN: Charles D. Downs, Sr. Principal

or to such other location as the Contractor directs.

#### **ARTICLE XVI**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XVII**

**Indemnity:** 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 Contractor, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Contractor includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

#### **ARTICLE XVIII**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor 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, Contractor 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 Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XIX**

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

#### **ARTICLE XX**

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

#### **ARTICLE XXI**

**California Residency (Form 590):** If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXII**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

## **ARTICLE XXIII**

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

## **ARTICLE XXIV**

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

## **ARTICLE XXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

## **ARTICLE XXVI**

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

## **ARTICLE XXVII**

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

## **ARTICLE XXVIII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


## **ARTICLE XXIX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXX**

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

**Requesting Contract Administrator Concurrence:**


By:   
Russell Fackrell  
Facilities Manager  
Chief Administrative Office

Dated: 12/2/14

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.


-- COUNTY OF EL DORADO --

By:   
Purchasing Agent  
*Interim* Chief Administrative Office  
"County"

Dated: 12/10/14

-- CONTRACTOR --

ARCHITECTURAL NEXUS, INC.  
A Utah Corporation

By:   
Charles D. Downs, AIA #C9717  
Senior Principal/Vice President  
"Contractor"

Dated: 11/26/14

By: \_\_\_\_\_  
Corporate Secretary

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




-- COUNTY OF EL DORADO --

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
\_\_\_\_\_, Purchasing Agent  
Chief Administrative Office  
"County"

-- CONTRACTOR --

**ARCHITECTURAL NEXUS, INC.**  
A Utah Corporation

By:  \_\_\_\_\_ Dated: **12-2-14**  
Charles D. Downs, AIA #C9717  
Senior Principal/Vice President  
"Contractor"

By:  \_\_\_\_\_ Dated: 12/2/14  
Corporate Secretary

# Exhibit "A" - Fee Schedules



Architectural Nexus, Inc  
www.archnexus.com

**SACRAMENTO**  
1990 Third Street  
Suite 500  
Sacramento, CA 95811  
T 916 433 5911

**SALT LAKE CITY**  
2505 East Parleys Way  
Salt Lake City Utah 84109  
T 801 824 5000

## ARCHITECTURAL NEXUS HOURLY BILLING RATES

Effective 08/01/2014

POSITION	RATE
Sr. Principal Planner.....	\$260.00
Sr. Principal Architect , .....	\$210.00
Medical Planner.....	\$160.00
Principal Architect / Designer.....	\$160.00
Professional Engineer.....	\$150.00
Project Architect.....	\$135.00
Sr. Interior Designer II.....	\$135.00
Staff Architect.....	\$120.00
Sr. Interior Designer.....	\$110.00
Sr. Graphic Designer.....	\$100.00
Sr. Project Manager.....	\$100.00
Architect.....	\$ 95.00
Job Captain.....	\$ 90.00
Interior Design.....	\$ 85.00
Site Design.....	\$ 85.00
Graphic Designer.....	\$ 80.00
Intern Architect.....	\$ 80.00
Technical Drafter.....	\$ 70.00
Administrative Assistant.....	\$ 70.00
Clerical.....	\$ 45.00

### PRINCIPALS

David L. Cassil, AIA  
Mark A. Davis, AIA  
Charles D. Downs, AIA  
Jan A. Erdmann, AIA  
Donald T. Finlayson, ACHA, AIA  
David N. Fletcher, AIA  
Kenner B. Kingston, AIA, LEED AP BD+C O+M  
Scott A. Larkin, ACHA, AIA  
Peter Moyes, AIA, LEED AP  
Douglas A. Thimm, AIA, LEED AP  
Julie K. Barneth, AIA, LEED AP  
Brian Cassil, ASAI, LEED AP BD+C  
Mehmet Costantino, LEED Q  
Jeffrey L. Davis, AIA, LEED AP BD+C  
Jeffrey B. Gardner, AIA, LEED AP BD+C  
Robb T. Harrop, AIA  
Bob Petroff, AIA  
W. Jeffrey Thorpe  
Carlos R. Setterberg, AIA, LEED AP BD+C  
Joseph Yee, AIA



## Capital Engineering Consultants, Inc.

Sr. Principal	\$220.00 / hour
Principal	\$200.00 / hour
Director	\$190.00 / hour
Sr. Project Manager	\$175.00 / hour
Project Manager	\$165.00 / hour
Field Services	\$160.00 / hour
Senior Engineer	\$145.00 / hour
Engineer	\$135.00 / hour
Senior Designer	\$125.00 / hour
Designer	\$115.00 / hour
Technician / CADD	\$105.00 / hour
Project Administrator	\$90.00 / hour
Administration	\$60.00 / hour

### Reimbursable Expenses

Reimbursable expenses include: Postage other than for general correspondence; plan check permit and inspection fees required by governing bodies; plotting of CADD originals; printing and reproduction costs applicable to project submissions to client or review agencies; toll calls; Overnight or daily delivery service when required to meet a need of the client not the fault of the Engineer or to meet a previously agreed to submission date.

Reimbursable expenses will be billed at actual cost plus a service charge of 10%.

CECI Tax ID No. 94-1492674



**RATE SHEET 2014**

Principal	\$180 per hour
Senior Cost Estimator	\$150 per hour
Take off Estimator	\$120 per hour
Scheduler	\$120 per hour
Clerical	\$40 per hour

Travel within 100 miles and administrative expenses included in rate

**STANDARD HOURLY BILLING RATES**

CLASSIFICATION	RATE/HR	CLASSIFICATION	RATE/HR
<b>ENGINEERING DESIGN</b>		<b>SUSTAINABILITY CONSULTING</b>	
President	\$275	Integrated Design / LEED Consulting	\$100 - \$170
Principal	\$225	Energy Modeling	\$110 - \$160
Associate Principal	\$205	CFD Modeling	\$120 - \$200
Project Manager	\$160 - \$200	Lighting Design	\$110 - \$160
Project Engineer	\$140 - \$190	Technology Integration Design	\$130 - \$180
Designer	\$100 - \$160	Commissioning	\$100 - \$180
BIM	\$105 - \$165	<b>PROJECT ADMINISTRATION</b>	
CAD	\$75 - \$105	Project Coordinator	\$100
Construction Manager	\$130 - \$190	Project Administrator	\$80
		Project Assistant	\$70

**REIMBURSABLE EXPENSES**

Drawing Plots & Prints (Color/Bond)	At cost (prevailing printer rates)
Travel, Lodging, Transportation	At cost
Printing, Reproduction, Photography	At cost
Mileage	At prevailing IRS Rate/Mile
Reimbursable Mark-up Fee (on all expenses)	10%

Effective January 2013

Miyamoto International, Inc.  
Billing Rates

Principal	\$230.00/hr.
Project Manger	\$175.00/hr.
Engineer	\$135.00/hr.
Designer	\$115.00/hr.
Administrative	\$65.00/hr.

## Exhibit “B” - Subcontractors

### Authorized Subconsultants:

Capital Engineering Consultants, Inc.

Cowan Construction Services, Inc.

Glumac

Miyamoto International, Inc.