

13-090

ORIGINAL

ARCHITECTURAL SERVICES

**AGREEMENT FOR SERVICES #218-S1310
AMENDMENT II**

This Amendment II to that Agreement for Services #218-S1310 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), Architectural Nexus, Inc., a Utah Corporation, doing business as Anova Nexus, Inc. duly qualified to conduct business in the State of California, whose principal place of business is 778 Pacific Street, Placerville, California 95667; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Chief Administrative Office, Facilities Management Division with architectural services related to the development of a West Slope Animal Control Shelter, in accordance with Agreement for Services #218-S1310, dated January 11, 2013 and Amendment I dated July 23, 2013, both incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to revise Compensation to include subconsultants hereby amending **ARTICLE III – Compensation**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXX – Audit by California State Auditor**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #218-S1310 shall be amended a second time as follows:

ARTICLE III

Compensation for Services: For all services provided pursuant to this Agreement, and including the progress reports, if required, by Article V, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, each task shall be billed at a not to exceed amount in accordance with Exhibits "A" and "A-2". Hourly rates and expenses shall be billed in accordance with Revised Exhibit "B", marked "Hourly Rates", incorporated herein and made by reference a part hereof. Subconsultant services and expenses shall be billed at actual cost plus 10%.

The total amount of this Agreement, as amended, inclusive of all costs and inclusive of all work of subconsultants and expenses shall not exceed \$306,473.00.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation.

Consultant shall attach copies of any progress reports required under the provisions of Article V, Progress Reports that relate to the services being billed to every invoice submitted for payment under the terms of this Agreement.

Copies of documentation attached to invoices shall reflect Consultant'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 Consultant 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 XVI, Default, Termination, and Cancellation herein.

ARTICLE XXX

Audit by California State Auditor: Consultant 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, Consultant 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.

Requesting Contract Administrator Concurrence:

By: 
Russell Fackrell
Facilities Manager
Chief Administrative Office

Dated: 5/28/13

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #218-S1310 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 8/27/13
By: [Signature] Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrising
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 8/27/13

-- CONSULTANT --

Architectural Nexus, Inc.
dba Anova Nexus, Inc.
A Utah Corporation

By: [Signature]
Charles D. Downs, AIA #C9717
Senior Principal/Vice President
"Consultant"

Dated: 8/26/13

By: [Signature]
Jeff Thorpe
Chief Financial Officer

Dated: 8/26/13

Revised

Exhibit "B" - Hourly Rates



Anova NEXUS – Hourly Billing Rates
Effective 1/1/2012

<u>Position</u>	<u>Rate</u>
Sr. Principal, Architect, Planner	\$260.00
Sr. Principal Architect	\$190.00
Sr. Principal Architect – Medical Planner	\$190.00
Principal Land Planner	\$175.00
Medical Planner	\$160.00
Principal Architect	\$155.00
Principal Landscape Architect	\$150.00
Two Man Field Crew – Landscape	\$150.00
Project Architect	\$130.00
Sr. Interior Designer II	\$125.00
I.T. Consultant	\$120.00
Staff Architect	\$115.00
Sr. Graphic Designer	\$100.00
Sr. Project Manager	\$ 95.00
Sr. Interior Designer	\$ 95.00
Intern Medical Planner	\$ 95.00
Job Captains	\$ 85.00
Interior Design	\$ 80.00
Graphic Designer	\$ 80.00
Intern Architect	\$ 75.00
Technical Drafter	\$ 70.00
Admin Asst.	\$ 60.00
Clerical	\$ 45.00

REIMBURSABLE EXPENSES

Subconsultants*.....	Actual Cost + 10%
Mileage	\$.555 per mile
Printing/Postage	Actual Cost + 10%

*Effective 1/11/2013, including, but not limited to, subconsultant work involving architects, general engineers, structural engineers, electrical engineers, mechanical engineers, acoustical engineers and geotechnical engineers. Should any other subconsultant work be required, approval shall be in writing from the Contract Administrator prior to commencement of subconsultant work.