

C.A.O.  
EL DORADO COUNTY  
2013 JUL 22 AM 11:47  
**ORIGINAL**  
**ARCHITECTURAL SERVICES**

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

This Amendment I 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, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to expand Scope of Services, hereby amending **ARTICLE I – Scope of Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE III – Compensation** and **ARTICLE V – Progress Reports**.

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

**ARTICLE I**

**Scope of Services:** Consultant agrees to furnish personnel, subconsultants, materials, equipment and services necessary to perform various architectural review services related to the development of a West Slope Animal Control shelter. Services shall include, but not be limited to, performing the services, work, and tasks outlined in Exhibit "A" marked "Scope of Work and Fee Schedule" and Exhibit "A-2" marked "Supplemental Scope of Work", both incorporated herein and made by reference a part hereof.

All of the services included in this Article are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration and work performed by any subconsultant for services rendered under this Agreement.

### **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 Exhibit "B", marked "Hourly Rates", incorporated herein and made by reference a part hereof.

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 V**

**Progress Reports:** At the request of County, Consultant 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. If requested, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for the Contract Administrator to determine if Consultant 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 Consultant's work meets a level of acceptability as determined by the Contract Administrator, and Consultant 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 Consultant and any authorized subconsultants 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.

Except as herein amended, all other parts and sections of that Agreement #218-S1310 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Russell Fackrell  
Facilities Manager  
Chief Administrative Office


Dated: 7/19/13

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

-- COUNTY OF EL DORADO --

Dated: 7/23/13

By:   
Ron Briggs, Chair  
Board of Supervisors  
"County"


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

By:   
Deputy Clerk

Dated: 7/23/13

-- CONSULTANT --

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

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

Dated: 7/17/13

By:   
Jeff Thorpe  
Chief Financial Officer

Dated: 7/17/13

**Architectural Nexus, Inc.**  
**dba**  
**Anova Nexus, Inc.**

**Exhibit A**

**Scope of Work and Fee Schedule**

The scope of work is broken down into three efforts; general layout of the overall building and site, due diligence, and CEQA process. These efforts are expanded below to identify specific tasks within each effort:

**Task 1. General Layout**

- Work with the County to establish a program for the facility including interior and exterior spaces
- Building and site evaluation that includes documenting the "as-built" condition
- Prepare diagrams for a test fit of the facility's program both interior and exterior spaces
- Evaluate fit-up of the existing building and development of exterior spaces
- Meet with County to review findings
- The time frame to complete this task is estimated to be two weeks after the effective date of the Notice to Proceed.
- **The total not-to-exceed cost for this task is \$20,855.00**

**Task 2. Due Diligence**

- Evaluate existing building systems including, but not limited to, mechanical, electrical, plumbing and fire suppression systems
- Work with acoustician to evaluate systems for noise reduction
- Refine test fit diagrams for interior and exterior spaces
- Provide a code summary of each building
- Provide an estimate of probable cost
- Evaluate fit-up of the existing building and development of exterior spaces
- Meet with County to evaluate due diligence
- Meet with BOS to present findings
- The time frame to complete this task is estimated to be three weeks after completion and Contract Administrator approval of Task 1.
- **The total not-to-exceed cost for this task is \$26,525.00**

**Task 3. CEQA Process**

- Provide improvement plans for the CEQA consultant. These plans include, but are not limited to, floor plans, site plans, roof plans and elevation plans.
- Coordination between CEQA consultant and acoustician
- The time frame to complete CEQA documentation will be determined by the CEQA consultant and agreed upon by the Contract Administrator.
- **The total not-to-exceed cost for this task is \$9,948.00**

**Architectural Nexus, Inc.  
dba  
Anova Nexus, Inc.**

**Exhibit A-2**

**Supplemental Scope of Work**

The scope of architectural services includes the following phases. A description of tasks and deliverables where applicable under each phase are described. Each phase includes work associated with coordinating engineering consultants. The work of the architect and engineering consultants pertains to the building per the conceptual floor plan submitted under Exhibit A. The scope of services of Exhibit A-2 does not include site work. The scope of basic services includes:

**Schematic Design Phase Services:**

- Architect shall view conceptual plans completed under separate contract and make recommendations to the owner for further refinement.
- Architect shall establish with the owner the project schedule and the final budget.
- Architect shall prepare preliminary drawings illustrating the scale and relationship of the project components including preliminary scope of work for mechanical, electrical and plumbing systems.
- Architect shall submit Schematic Design Documents to the owner for approval.
- **The total not-to-exceed cost for this task is \$19,645.00**

**Design Development Phase Services:**

- Based on the approved Schematic Design Documents the architect shall prepare Design Development Documents for the owner's approval.
- The Design Development Documents shall illustrate and describe the size and character of the project as to architectural, structural, mechanical and electrical systems. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general the quality levels.
- The architect shall provide an update to the cost of the work.
- The architect shall submit both the Design Development Documents and the cost estimate for the owner's approval.
- **The total not-to-exceed cost for this task is \$54,000.00**

**Construction Documents Phase Services:**

- Based on the owner's approval of the Design Development Documents and on the owner's approval of the budget for the cost of the work the architect shall prepare the Construction Documents for the owner's approval.
- The Construction Documents shall illustrate and describe in further detail the scope of the contracted construction work including the quality levels of materials. The Construction Documents shall consist of drawings and specifications setting forth the requirements for the construction of the work.

- The architect and owner acknowledge that to construct the work the contractor will provide additional information including shop drawings, product data, samples and other submittals including differed approvals if applicable.
- The architect shall submit the Construction Documents to the El Dorado Building Department for review and approval.
- The architect shall assist the owner in the preparation of the bidding information, the form of agreement between the owner and the contractor and the conditions of the contract for construction.
- The architect shall update the estimate and advise the owner of any changes to the established budget.
- The architect shall submit the Construction Documents and cost estimate for the owner's approval.
- **The total not-to-exceed cost for this task is \$108,000.00**

**Bidding Phase Services:**

- The architect shall advise the owner in bidding the project.
- The architect shall organize a pre-bid conference for prospective bidders.
- The architect shall prepare written addendum as necessary and respond to questions during the bidding process.
- The architect shall assist the owner in receiving the bids and advise the owner as to compliance with the contract documents.
- **The total not-to-exceed cost for this task is \$13,500.00**

**Construction Phase Services:**

- The architect shall advise and consult with the owner during the construction phase services.
- The architect shall attend regularly scheduled on site construction meetings.
- The architect shall observe the construction periodically as to the general conformance to the requirements set forth in the contract documents. The architect's scope of service does not include inspection services.
- The architect shall notify the owner or if applicable the owner's inspector of record of any observable deviation from the contract documents.
- The architect has the right to reject work with the owner's approval that does not conform to the requirements of the contract documents.
- The architect shall review and process shop drawings and submittals provided by the contractor according to the requirements of the contact documents.
- The architect shall issue clarifications and or change orders upon owner's approval during the construction phase services.
- The architect shall assist the owner in contractor pay application requests.
- The architect's construction phase services terminate on the date of the final construction payment.
- **Charged at an hourly rate in accordance with Exhibit B "Hourly Billing Rates" with a not-to-exceed of \$54,000.00**