

ORIGINAL

AGREEMENT FOR SERVICES #301-S1611

AMENDMENT IV

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This Amendment IV to that Agreement for Services #301-S1611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Architectural Nexus, Inc., a Utah 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 84109 and whose local place of business is 990 R Street, Sacramento, California 95811 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to assist its Chief Administrative Office, Facilities Management Division with architectural services related to the Public Safety Facility Project ("Project"), in accordance with Agreement for Services 301-S1611 dated January 15, 2016, Amendment I dated June 23, 2016, Amendment II dated June 30, 2016, and Amendment III dated May 17, 2017, all incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to add additional services and increase the compensation by \$63,500.00 for said services, hereby amending **ARTICLE I – Scope of Services** and **ARTICLE III – Compensation for Services**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #301-S1611 shall be amended a fourth time as follows:

**ARTICLE I – Scope of Services** is hereby amended to add a sixth bullet point to Phase 5 for additional services and to add Contingency Services to read as follows:

**Phase 5 – Design-Build Prequalification and Selection:**

- Mechanical, Electrical and Electronics/Low Voltage/Telecommunications consultants attend 2 full days of confidential meetings with each of the three (3) short-listed D-B entity (half day per team x 3 teams, plus debrief sessions with the County team immediately following the confidential meetings with the D-B entities). These meetings will be held at the County offices in Placerville, California.

**Contingency Services:** Contingency Services shall include, but not be limited to additional review and design and any other necessary architectural services related to the Public Safety Facility Project. For Contingency Services, the Contract Administrator will issue a separate written Work Order to Contractor for each Contingency Services work assignment identifying the description of the work, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Contractor shall not commence Contingency Services work until receiving the written Work Order. No payment will be made for any work performed prior to the issuance of the written Work Order.

**ARTICLE III:**


**Compensation for Services second and third paragraphs are amended in their entirety to read as follows:**

For the purposes hereof, the fees for Phases No. 1 through No. 8 outlined in Article I – Scope of Services shall be billed monthly on a percentage of completion basis. Contingency Services, if authorized, shall be billed on a time and materials basis. All billing shall be in accordance with Exhibit “A-3” marked “Amended Fee Schedule Phases 1-8 with Contingency Services,” incorporated herein and made by reference a part hereof.

The total amount of this Agreement, inclusive of all costs and expenses, shall not exceed \$1,008,649. 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.

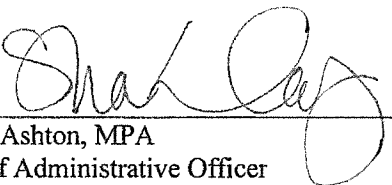
Except as herein amended, all other parts and sections of that Agreement #301-S1611 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Russell Fackrell  
Facilities Manager  
Chief Administrative Office

Dated: 7/25/17

**Requesting Department Head Concurrence:**

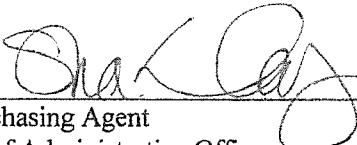
By:   
Don Ashton, MPA  
Chief Administrative Officer

Dated: 7/25/2017

ASSISTANT CAO  
2 of 4


IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #301-S1611 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  \_\_\_\_\_ Dated: 7/25/2017  
Purchasing Agent  
Chief Administrative Office  
"County" ASSISTANT CAO

-- CONTRACTOR --

ARCHITECTURAL NEXUS, INC.  
A Utah Corporation

By:  \_\_\_\_\_ Dated: 7/25/17  
Charles D. Downs, AIA #C9717  
Senior Principal/Vice President  
"Contractor"

By:  \_\_\_\_\_ Dated: July 19 2017  
Douglas A. Thimm  
Corporate Secretary

**Exhibit "A-3"**  
**Amended Fee Schedule for Phases 1-8 with Contingency Services**

<b>PHASE</b>	<b>DESCRIPTION</b>	<b>FEE TYPE</b>	<b>TOTAL FEE</b>
1	Project Initiation	Fixed	\$20,000.00
2	Assessment Validation and Program Compliance	Fixed	\$40,000.00
3	Conceptual / Schematic Design	Fixed	\$290,000.00
4	Preliminary Architectural Report (PAR)	Fixed	\$25,000.00
4B	Bridging Documents	Fixed	\$216,069.00
5	Design-Build Prequalification and Selection	Fixed	\$57,720.00
6	Construction Document Review/Design Intent Review	Fixed	\$118,900.00
7	Design-Build Construction	Fixed	\$148,920.00
8	Facility Commissioning and Project Closeout	Fixed	\$42,040.00
	Contingency Services (approved by Work Order)	Hourly Rate - not to exceed	\$50,000.00
<b>Total Estimated Fee</b>			<b>\$1,008,649</b>

<b>Position</b>	<b>Hourly Rate</b>
Sr. Principal Planner	\$260.00
Sr. Principal Architect	\$210.00
Principal Medical Planner	\$180.00
Principal Architect/Designer	\$160.00
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	\$100.00
Job Captain	\$90.00
Site Design	\$90.00
Interior Designer	\$85.00
Graphic Designer	\$80.00
Intern Architect	\$80.00
Technical Drafter	\$70.00
Admin. Assistant	\$70.00
Clerical	\$55.00

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