

AGREEMENT FOR SERVICES #301-S1611

AMENDMENT II

This Amendment II 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 1990 Third Street, Suite 500, 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, in accordance with Agreement for Services 301-S1611 dated January 15, 2016 and Amendment I dated June 23, 2016, both incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add additional services, extend term and increase the compensation by \$216,069.00 for said services, hereby amending **ARTICLE I – Scope of Services; ARTICLE II – Term**, and **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXVI – USDA Compliance Requirements**.

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

ARTICLE I – Scope of Services is hereby amended to add Phase 4B – Bridging Document services to read as follows:

Phase 4B – Bridging Design Documents: Further develop and refine Phase 3 Conceptual/Schematic documents to prepare bridging design documents that include design criteria, performance specifications, and other project-specific requirements acceptable to the County and sufficient to provide the basis for procuring design-build proposals. The bridging design documents shall clearly state County's essential requirements and also allow for latitude for the design-build contractor to find cost and time efficiencies:

- Clarify design intent which will become basis of design for prospective Design-Build teams.
- Identify applicable codes and standards
- Design of the facility must be in accordance with sound engineering and architectural practices and comply with the requirement of federal, state and local agencies, including requirements specified in Rural Development Instruction 1942-A, Section 1942.18(d).
- Produce performance specifications, design narratives for each discipline, including:
 - Functional priorities, including facilities hardening criteria.
 - Quality levels.
 - Aesthetic requirements.
 - Design and engineering criteria.
- Develop project objectives and estimates; prepare preliminary designs, design criteria and detail specifications, schematic and bridging level drawings.
- Prepare one draft for review, and one final proposal set of bridging plans and performance specifications.
- Provide exterior and interior finish material suggestions:
 - Provide two (2) presentation boards with rendered representations of the main building and the campus.
- Confirm budget, program and sustainability goals; correlate the program and design to the project budget; and confirm in writing that Consultant agrees the project can be achieved within budget.
- Attend meetings as requested.

Consultant shall complete services required under Phase 4B Bridging Design Documents and provide to County the deliverables within ten weeks after written authorization from County to proceed. The time frame for deliverables may be adjusted in writing by the Contract Administrator.

ARTICLE II is hereby replaced in its entirety:

Term: The term of this agreement, as amended, shall be for the period of January 25, 2016 through January 14, 2020.

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. 4B outlined in Article I – Scope of Services, shall be billed monthly on a percentage of completion basis. Additional services not included in the Scope of Services shall be billed hourly. All billing shall be in accordance with Exhibit “A-1” marked “Amended Fee Schedule”, incorporated herein and made by reference a part hereof.

The total amount of this Agreement, inclusive of all costs and expenses, shall not exceed \$591,069.00. 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.

ARTICLE XXXVI:

USDA Compliance Requirements: Consultant shall design the Public Safety Project in compliance with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) as implemented by 7 CFR, Parts 15 and 15b by adherence to the Architectural Barriers Accessibility Standards (ABAAS) as well as in compliance with the requirements of the American Disabilities Act of 1990, California Building Codes and all other applicable codes and standards.

- The Design Standard to satisfy Section 504 of the Rehabilitation Act of 1973 is the current version of the Architectural Barriers Act Accessibility Standards as published by the United States Access Board (<http://www.access-board.gov/guidelines-and-standards>).
- The Design Standard to satisfy The Americans with Disabilities Act of 1990 is the 2010 ADA Standards for Accessible Design (“2010 Standards”) (<http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards>).
- Design and construction must comply with all applicable Parts of the current version of Title 24 of the California Code of Regulations (California Building Standards Code) and to all applicable local codes and standards.
- The Project Architect of Record must determine any additional codes, standards or regulations that apply to the Project.

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: _____

Requesting Department Head Concurrence:

By: _____
Don Ashton, MPA
Chief Administrative Officer

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

ARCHITECTURAL NEXUS, INC.
A Utah Corporation

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

By: _____ Dated: _____
Corporate Secretary

**Exhibit “A-1”
Amended Fee Schedule – Phases 1 Through 4B**

PHASE	DESCRIPTION	FEE TYPE	TOTAL FEE
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
Total Estimated Fee			\$591,069.00

Position	Hourly Rate
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%.**