

AGREEMENT FOR SERVICES #301-S1611

AMENDMENT I

This Amendment I 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, 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 \$25,000.00 for said services, hereby amending **ARTICLE I – Scope of Services**; and **ARTICLE III – Compensation for Services**.

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

ARTICLE I – Scope of Services is hereby amended to add Phase 4 – Preliminary Architectural Report (PAR) to read as follows:

Phase 4 – Preliminary Architectural Report (PAR): Contractor shall provide all necessary services to provide a Preliminary Architectural Report (PAR) as related to the ongoing United States Department of Agriculture (USDA) financial application requirements. The PAR shall consist of the following.

- **General Project Information:** Includes the “Need for the Project”. This Phase will also include plans and elevations along with a project narrative describing the type of construction. Site photographs will be included in this Phase.
- **Planning/Zoning Issues:** Within this Phase, a description of all related planning and entitlement issues are described within the current status of the property. Environmental issues will be summarized as per the Environmental Impact

Reports (EIR). In addition, a narrative on the availability of utilities is contained within this Phase.

- Land/Easements: The property acquisition will be described within this Phase and importantly the alternative sites that were considered will be identified. Any easements or right of way issues will be identified. A general description of the suitability of the site for this project is within this Phase.
- Permit/Code Requirements: A description of all pertinent code requirements such as essential services will be provided. A discussion on how the project is providing accessibility compliance is detailed within this Phase including paths to public right of ways.
- Cost Estimates: A detailed cost estimate is provided along with a description of potential issues that could impact costs. The cost estimate shall include all project costs including furniture/equipment and all related soft costs such as permits, fees, project management etc.
- Conclusions and Recommendations: This Phase provides the opportunity to restate the critical need for this facility and that the site selection process was thorough and well executed.

Additionally, Contractor shall participate in necessary meetings with the USDA as the PAR is being prepared and as the final application is completed.

ARTICLE III:

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

For the purposes hereof, the Phases No. 1 through No. 4 outlined in Article I – Scope of Services, shall be billed 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” marked “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 \$375,000.00. 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.

Except as herein amended, all other parts and sections of that Agreement #391-S1511 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 First Amendment to that Agreement for Services #301-S1611 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Mollie Purcell
Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

-- CONTRACTOR --

ARCHITECTURAL NEXUS, INC.
A Utah Corporation

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

Dated: _____

By: _____
Corporate Secretary

Dated: _____