

AGREEMENT FOR SERVICES #301-S1611

AMENDMENT V

This Amendment V 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, Amendment III dated May 17, 2017, and Amendment IV dated July 25, 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 \$101,590.00 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 fifth time as follows:

ARTICLE I – Scope of Services is hereby amended to add Phase 9 – Furniture, Fixture and Equipment (FFE) to read as follows:

Phase 9 – Furniture, Fixture and Equipment (FFE):

Phase 9A - Develop FFE Design via Collaborative Workshops:

Contractor will conduct three meetings with the County to facilitate the FFE design and bid documents.

Meeting 1 and 2: Contractor will meet with the various departments to establish furniture/workstation detailed criteria for every office type, workstation type and other rooms requiring furniture. During these meetings departments Contractor shall verify layouts, specific components needed for each office and workstation

type, and establish finishes. Contractor will identify the preferred options for inclusion in the bid documents and provide feedback and functional information required for a final design.

Meeting 3: Contractor will meet with the departments to do a final review of the bid documents and specifications for sign off prior to them being issued for bid. This will be a single meeting.

Phase 9B - Bid Document Preparation: Preparation of bid documents for competitive bidding of all FFE items. The design will incorporate products from County's recommended furniture vendor, used as a basis of design only, which fact will be well advertised.

Bid documents will be based on a design and layout that is coordinated with construction documents from Design Build Entity (DBE). The FFE package will follow DBE design progression and more specific programmatic information as provided by County. Contractor's coordination with DBE will also include power and data connections.

Included in the bid documents will be a performance based furniture specification that covers cubical as well as free standing furniture, seating and tables. Bid documents will also include drawing layouts that reflect design intent, quantities and locations of all required furniture. In addition, there will be drawings that show typical layouts for offices, conference rooms and cubicles so that the bidders can provide unit pricing.

Unit pricing will be required of bidders to protect County against increased costs as changes will invariably be made to the Criteria Documents, and to expedite furniture budgeting and design in buildings less prominent than the main building.

Contractor will review all DBE specified architectural finishes. In this review Contractor will confirm with the DBE, that the materials specified are accurate. Samples of those materials will be requested from the DBE, all FFE items specified as part of the FFE Bid Package will be selected to coordinate with these finishes. This will ensure a comprehensive, integrated interiors design package. Changes determined to be desirable as a result of this process, will be recommended to the County for its use directing the DBE.

Phase 9C - Vendor Selection: Bid documents will be posted County's website. Contractor will assist County in reviewing the proposals for compliance with the bid documents. Once a vendor is selected, vendor, County, and DBE will finalize the design and coordinate all installation requirements with winning system.

Contractor is not included in this effort as these final coordination items will be between vendor and DBE. If County would like representation during the final design and shop drawing creation, Contractor will offer their services per hourly rates listed on Exhibit "A-4" marked "Amended Fee Schedule Phases 1-9 with Contingency Services", incorporated herein and made by reference a part hereof.

Phase 9D – Construction Administration: During construction, DBE and vendor are responsible for coordination and installation of furniture. DBE will be responsible for communicating changes to Contractor and the furniture consultant during construction. Contractor will review key submittals for coordination with the furniture specifications in order to maintain the design. Contractor will arrive at the completion of installation to conduct a final walk through. This phase will require several days on site to walk through all buildings, punch-listing all furniture included in the bid package.

DELIVERABLES

Contractor will provide the following:

1. Furniture Plans: Each piece of furniture in the plans will be tagged with a code that corresponds with specification information. Drawings will include layouts that reflect design intent, quantities and locations of all required furniture. In addition, there will be drawings that show typical layouts for offices, conference rooms and cubicles so that the bidders can provide unite pricing.
2. Specifications: Performance-based furniture specifications that include cubicles as well as free standing furniture, seating and tables.
3. Furniture Detail Sheets: These will include images of basis of design pieces, materiality, finishes, upholstery fabrics, etc.
4. Revit model, to be incorporated into DBE model, if necessary.
5. Three (3) hard copy sets of plans and specifications, plus digital copy of each.

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. 9 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-4” marked “Amended Fee Schedule Phases 1-9 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 \$1,110,239.00. 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 #301-S1611 shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Fifth 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: _____
Douglas A. Thimm
Corporate Secretary

Exhibit “A-4”
Amended Fee Schedule for Phases 1-9 with Contingency Services

| 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 |
| 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 |
| 9 | Furniture, Fixture and Equipment (FFE) – Reimbursable Expenses | Fixed | \$2,000.00 |
| 9A | Develop FFE Design via Collaborative Workshops | Fixed | \$12,930.00 |
| 9B | Bid Document Preparation | Fixed | \$57,730.00 |
| 9C | Vendor Selection | Fixed | \$12,330.00 |
| 9D | Construction Administration | Fixed | \$16,600.00 |
| | Contingency Services (approved by Work Order) | Hourly Rate - not to exceed | \$50,000.00 |
| Total Estimated Fee | | | \$1,110,239.00 |

| 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 |

| Position | Hourly Rate |
|-------------------|--------------------|
| 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%.**