

AMG Management Group, LLC

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4495

THIS FIRST AMENDMENT to that Agreement for Services #4495 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 AMG Management Group, LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 2028 Larkstone Place, El Dorado Hills, California 95762 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide project management and real estate due diligence services concerning the Senate Bill 844 Adult Local Criminal Justice Facility Financing Placerville Jail Expansion Project and Senate Bill 81 Local Youthful Offender Rehabilitative Financing Program New Placerville Juvenile Hall Facility Project, pursuant to Agreement for Services #4495, dated December 13, 2019, incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of December 12, 2020 for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$201,050 for an updated not-to-exceed amount of \$370,050 and update Consultant's rates, amending **ARTICLE III, Compensation for Services**, and adding Amended Exhibit A, marked "Amended Fee Schedule;"

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #4495 on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and, as amended, shall cover the period of December 13, 2019 through December 12, 2021.

- II. **ARTICLE III, Compensation for Services**, is amended in its entirety, to read as follows:

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit A, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Any reimbursements for mileage expenses, if any, will only be made if such expenses are included in the Cost Proposal of an approved and fully executed Work Order issued pursuant to this Agreement.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant. The total amount payable by County for an individual Work Order shall not exceed the amount agreed to in the Work Order, unless County's Contract Administrator and Consultant amend the Work Order in writing and prior to the performance of the work.

The total amount of this Agreement, inclusive of all Work Orders, contingency work, costs, taxes, and expenses shall not exceed \$370,050.

Invoices shall follow the format specified by County and shall reference this Agreement number and County-supplied Work Order number both on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order, if any, per invoice.

Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
3000 Fairlane Court, Suite One
Placerville, California 95667

Attn.: Russ Fackrell
Facilities Division Manager

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by the Agreement or in individual Work Orders issued pursuant to 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 are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #4495, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4495 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

--AMG MANAGEMENT GROUP, LLC--

By: _____

Dated: _____

Jayson J. Mills
Manager
"Consultant"

AMG Management Group, LLC

Amended Exhibit A

Amended Fee Schedule

SB844 - NEW	Cost Per Hour	Amount	Number of Hours
Real Estate Due Diligence Phase	\$ 170.00	\$ 5,440.00	32
Bridging Document Phase	\$ 170.00	\$ 5,440.00	32
Request for Qualification (RFQ) / Request for Proposal (RFP) Phase	\$ 170.00	\$ 21,590.00	127
Design Build Development Phase	\$ 170.00	\$ 43,180.00	254
Design Build Project Management Phase	\$ 170.00	\$ 32,470.00	191
TOTALS		\$ 108,120.00	636

SB81 - NEW	Cost Per Hour	Amount	Number of Hours
Real Estate Due Diligence Phase	\$ 170.00	\$ 7,310.00	43
Bridging Document Phase	\$ 170.00	\$ 36,380.00	214
Request for Qualification (RFQ) / Request for Proposal (RFP) Phase	\$ 170.00	\$ 14,620.00	86
Design Build Development Phase	\$ 170.00	\$ 7,310.00	43
Design Build Project Management Phase	\$ 170.00	\$ 7,310.00	43
TOTALS		\$ 72,930.00	429

Contingency Services	\$ 20,000.00
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AMENDMENT TOTAL	\$ 201,050.00
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AMENDED TOTAL NOT-TO-EXCEED AMOUNT:	\$ 370,050.00
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The distribution of costs among the phases are estimates only. In the performance of the scope of services, Consultant may request to reallocate the costs listed among the various line items, subject to County Contract Administrator's prior written approval, provided the amendment total amount and the amended total not-to-exceed amount specified above shall not be exceeded.