

AMENDMENT TWO TO AGREEMENT FOR ARCHITECTURAL/ENGINEERING SERVICES
FOR THE REMODEL OF THE FORMER STATE NATIONAL GUARD ARMORY

This Amendment Two to the Agreement for Facility Design Services for architectural / engineering services for the remodel of the former state national guard armory Project is made this _____ day of _____ 2024, by and between the County of Lake, hereinafter referred to as "COUNTY", and Dewberry Architects, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an Agreement dated April 6, 2023, as amended by Amendment One dated December 18, 2023, to provide professional facility design services architectural/engineering services for the remodel of the former state national guard armory; and

WHEREAS, CONSULTANT was previously selected by COUNTY as the most qualified firm to complete facility design services, including Schematic Design, Design Development, Construction Documents, and Construction Bidding/Administration; and

WHEREAS, CONSULTANT has satisfactorily completed the Schematic Design (Phase 1); and

WHEREAS COUNTY desires to advance the project through the Design Development Phase, Construction Documents Phase, and Construction Bidding/Assistance Phase (Phases 2-4); and

WHEREAS, Article XIII, MODIFICATION, of said Agreement allows that matters concerning scope of services which affect the agreed price may only be modified by written amendment thereto, executed by both parties; and

WHEREAS, COUNTY and CONSULTANT desire to amend said Agreement to complete the necessary work.

NOW, THEREFORE, the parties hereto agree as follows:

1. ARTICLE I, CONSULTANT'S RESPONSIBILITIES, SECTION A, is hereby modified to read as follows:

"Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A (CONSULTANT's Phase 1 Proposal) and Exhibit C (CONSULTANT's Phase 2-4 Proposal) at the time and place and in the manner specified therein. Consultant shall not begin work on any subsequent phase of work without prior written approval from County."

2. ARTICLE IV, COMPENSATION AND TERMS OF PAYMENT, SECTION A, is hereby modified to read as follows:

"Basic Compensation Fee: Provided that the CONSULTANT is not in default under any provision of this Agreement, COUNTY will compensate CONSULTANT in accordance with the procedures set forth hereinafter, in an amount not to exceed the stipulated sum of ONE MILLION THREE HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED FIFTY FIVE DOLLARS AND NO/100S (\$1,324,455.00). Except as otherwise provided elsewhere in this Agreement, said compensation shall constitute all compensation to CONSULTANT for all costs of services, including, but not limited to, direct costs of labor of employees engaged by CONSULTANT, subcontractors, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses, fees and charges of CONSULTANT, its agents and employees.

Total payments to CONSULTANT shall not exceed the stipulated sum without prior written authorization by COUNTY and formal Amendment to this Agreement."

3. ARTICLE V, TERM, is hereby modified to read as follows:

"This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2025 unless earlier terminated as hereinafter provided. This term may be extended an appropriate period of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment by modification of this agreement as hereafter provided."

4. Exhibit C, "Dewberry Phase 2-4 Proposal", is hereby added and incorporated in this Agreement.

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated April 6, 2023 shall remain in full force and effect.

COUNTY and CONSULTANT have executed this Amendment Two to Agreement on the day and year first written above.

COUNTY OF LAKE:

Dewberry Architects, Inc.:

Erica Nelles

Chair, Board of Supervisors

William Oren, Business Unit Manager
Erica Nelles, Senior Principal

ATTEST:
SUSAN PARKER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

By:  _____

EXHIBIT C
DEWBERRY PHASE 2-4 PROPOSAL

January 31, 2024 (Revised 03/01/2024)

County of Lake, Department of Public Services
Attn: Lars Ewing, Lake County Public Services Director
Facilities & Community Services Department
333 Second Street
Lakeport, CA 95453

RE: Remodel of National Guard Armory to Sheriff Administration Facility
Fee Proposal for Phases 2 through 4

Dear Mr. Ewing,

Thank you for the opportunity to provide our fee proposal for Architectural/Engineering Services for the conversion of a former National Guard Armory Facility into space that will support Lake County Sheriff's Patrol and Administrative staff.

Background:

In March 2023, Dewberry Architects, Inc (DAI) was selected by Lake County to provide Phase 1 A/E services for the new Sheriff Administration Facility. During this phase, DAI, along with their subconsultants, performed a building assessment to review the condition of the building and evaluate the existing systems to determine if they could support the project's design objectives. The team also met with the County and the Sheriff Stakeholders to define the critical success factors for the project. To develop the project program, Dewberry used surveys and conducted interviews with each department stakeholder to ensure all the current staffing, future staffing growth, and space needs were captured. Using the information gathered by the survey and interviews, design concepts were developed and shared with the stakeholders. The two design concepts were then used to develop statements of probable construction costs.

After the County reviewed the cost estimates, a third option was developed and used to produce schematic design drawings. As of January 31st, 2024, Phase 1 services have been completed and the following deliverables submitted and approved by the County.

- Existing Facility Assessment Report
- Staff Analysis and Space Needs Report
- Conceptual Design Options
- Statement of Probable Cost
- Schematic Design Plans

Scope of Services

This fee proposal is to complete Phases 2, 3 & 4 based on the approved Schematic Design / Phase I deliverables and includes the following scope of services.

Phase II – Design Development

- Research and design all interior building requirements and site work including onsite parking, paths of travel and signage to comply with current code requirements.
- Advise the Project Coordinator on various options relative to materials, surface finishes, product

types and provide cost modifiers for each for comparison purposes.

- Incorporate the County's standards for materials, building and system components, and other standard items into the project design and cost estimates.
- Engage in bi-weekly reviews and discussion with Lake County Project Coordinator and Sheriff Stakeholder relative to design development issues and ideas.
- One (1) onsite meeting.

Deliverables:

- Civil plans, details, and specifications
- Structural plans, details, and specifications
- Mechanical plans, details, and specifications
- Plumbing plans, details, and specifications
- Electrical/communication/security plans, details, and specifications
- Landscaping plans, details, and specifications
- Provide a probable cost of construction - include estimated quantities and unit costs.
- Energy analysis and modeling, as required by California Building Code

Phase III – Construction Documents

- Using the approved Design Development plans and details from Phase II, produce construction documents for permit review and public bidding.

Deliverables:

- Plans and details (90% and 100%)
- Specifications (90% and 100%)
- Bid forms (90% and 100%) Division 2 through 33
- Contract forms (90% and 100%) Division 2 through 33
- Provide a probable cost of construction - include estimated quantities and unit costs.
- Title 24 calculations and forms
- One (1) onsite meeting.

Phase IV – Bidding and Construction Assistance

- Provide support to the County during the bidding and construction of the project.
- Assist the County in preparing the final bidding documents.
- Incorporate Bid Alternates as directed by the County.
- Assist the County in answering bid questions, preparation of any addenda, and attend the pre-bid job walk as scheduled by the County.
- Visit the project site at least twice a month to observe progress.
- Review shop drawings.
- Review submittals.
- Review change order requests.

- Review requests for information (RFI's).
- Review special Inspections reports.
- Review contractor as-built plans.
- Attend pre-final inspection.
- Attend final construction inspection.

Deliverables:

- Electronic record drawings.

Assumptions

- One single set of construction documents will be produced, permitted, and bid.
- Bid and Contract forms will come from the County. The design team will provide guidance on project specific language.
- Construction schedule will be approximately 11-12 months.
- All OAC meetings will be virtual unless combined with a project site visit.

Exclusions

- Hazardous Material Abatement
- Work beyond the area identified in the Schematic Design / Phase I deliverables
- Building Information Management
- LEED certification
- Life cycle cost assessment
- Multiple construction document or phasing packages for construction

Fee

The proposed fee for professional services is based on moving forward with the approved schematic design.

Design Development: \$354,066

Construction Documents: \$446,048

Bidding and Construction Assistance: \$276,415

Total: \$1,076,529 (not to exceed lump sum)

Reimbursable Expenses: \$10,000

Mr. Lars Ewing
Fee Proposal
Remodel of National Guard Armory to Sheriff Administration Facility
January 31, 2024

We are committed to supporting your project and look forward to collaborating further with your team.

Sincerely,



Patricia Esposito
Associate Principal, Sr. Project Manager

Cc: Erica Nelles
File



County of Lake Sheriff Facility - Fee Proposal

| | hourly rate | Dewberry Architects (Planning / Code / Design) | | | | | BKF (Civil) | | | | | Crosby (Structure) | | | | Capital Engineering (Mech/Plumb) | | | TEE (Elec/LV, Data, Security) | | | | | Cumming (Estimating) | | | Elevator Consultant | TASK TOTALS | | | | | | | | | | | | | |
|---|-------------|---|-----------------|--------------------|-------------------|----------------|----------------|-----------------|-------------------------|------------|---------------|-----------------------|-----------|-----------------|------------------|-------------------------------------|-----------|-----------------|----------------------------------|-----------|--------------|----------|----------------|-------------------------|----------|-------------------|------------------------|-------------|------------|--|--|--|--|--|--|--|--|--|--|--|--|
| | | Principal | Project Manager | Planner / Designer | Project Architect | Administration | Vice President | Project Manager | Senior Project Engineer | Drafter II | Office Survey | 2 Man Survey Crew | Principal | Project Manager | Project Engineer | Structural Designer | Principal | Project Manager | Engineer | Principal | Sr. Engineer | Designer | BIM Technician | Administration | Director | Senior Cost & MEP | Cost Manager | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PHASE 2 Design Development | | \$330 | \$230 | \$130 | \$150 | \$95 | \$302 | \$260 | \$222 | \$170 | \$239 | \$365 | \$342 | \$230 | \$202 | \$178 | \$220 | \$195 | \$158 | \$290 | \$240 | \$210 | \$180 | \$135 | \$220 | \$185 | \$170 | | | | | | | | | | | | | | |
| 2.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A. 100% DD Plans and Specifications | | 10 | 120 | 500 | 600 | 40 | 2 | 20 | 28 | 34 | | | 2 | 4 | 40 | 60 | 24 | 92 | 113 | 12 | 62 | 52 | 44 | 6 | | | | | 1865 | | | | | | | | | | | | |
| B. Topographic Survey | | | | | | | | 1 | 12 | 3 | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C. Cost Estimate | | 3 | 20 | | 20 | | | 2 | 8 | 4 | | | | 4 | | | 1 | 3 | | | | | | | 8 | 60 | 40 | | | | | | | | | | | | | | |
| Total Hours Phase 2 | | 13 | 140 | 500 | 620 | 40 | 2 | 23 | 36 | 50 | 3 | 10 | 2 | 8 | 40 | 60 | 25 | 95 | 113 | 12 | 62 | 52 | 44 | 6 | 8 | 60 | 40 | | 1865 | | | | | | | | | | | | |
| Subtotal | | \$4,290 | \$32,200 | \$65,000 | \$93,000 | \$3,800 | \$604 | \$5,980 | \$7,992 | \$8,500 | \$717 | \$3,650 | \$684 | \$1,840 | \$8,080 | \$10,680 | \$5,500 | \$18,525 | \$17,854 | \$3,480 | \$14,880 | \$10,920 | \$7,920 | \$810 | \$1,760 | \$11,100 | \$6,800 | | | | | | | | | | | | | | |
| Subtotal Phase 2 | | \$198,290 | | | | | \$27,443 | | | | | \$21,284 | | | | \$41,879 | | | \$38,010 | | | | | \$19,660 | | | \$7,500 | \$ 354,066 | | | | | | | | | | | | | |
| PHASE 3 Construction Documents | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A. 90% CD Plans and Specifications | | 10 | 120 | 500 | 600 | 40 | 2 | 28 | 56 | 64 | | | 2 | 14 | 62 | 94 | 34 | 140 | 145 | 16 | 60 | 39 | 32 | 4 | | | | | 2062 | | | | | | | | | | | | |
| C. 90% Cost Estimate | | 1 | 20 | | 20 | | | 2 | 4 | 4 | | | | 4 | | | 1 | 3 | | | | | | | 8 | 60 | 24 | | 151 | | | | | | | | | | | | |
| D. 100% Plans and Specifications with AHJ comments incorporated | | | 20 | 100 | 100 | 10 | 2 | 8 | 12 | 16 | | | | 4 | 8 | 10 | 5 | 15 | 20 | 8 | 20 | 10 | 11 | 2 | | | | | | | | | | | | | | | | | |
| Total Hours Phase 3 | | 11 | 160 | 600 | 720 | 50 | 4 | 38 | 72 | 84 | | | 2 | 22 | 70 | 104 | 40 | 158 | 165 | 24 | 80 | 49 | 43 | 6 | 8 | 60 | 24 | | 2213 | | | | | | | | | | | | |
| Subtotal | | \$3,630 | \$36,800 | \$78,000 | \$108,000 | \$4,750 | \$1,208 | \$9,880 | \$15,984 | \$14,280 | | | \$684 | \$5,060 | \$14,140 | \$18,512 | \$8,800 | \$30,810 | \$26,070 | \$6,960 | \$19,200 | \$10,290 | \$7,740 | \$810 | \$1,760 | \$11,100 | \$4,080 | | | | | | | | | | | | | | |
| Subtotal Phase 3 | | \$231,180 | | | | | \$41,352 | | | | | \$38,396 | | | | \$65,680 | | | \$45,000 | | | | | \$16,940 | | | \$7,500 | \$ 446,048 | | | | | | | | | | | | | |
| PHASE 4 Bidding & Construction Assistance | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A. Bidding Assistance | | 5 | 100 | 10 | 140 | 10 | | 4 | 2 | 2 | | | | 2 | 8 | 4 | 4 | 10 | 4 | 2 | 6 | 4 | 2 | 1 | | | | | 320 | | | | | | | | | | | | |
| B. Construction Assistance | | 5 | 100 | 200 | 400 | 40 | | 4 | 16 | 4 | | | 4 | 20 | 44 | 6 | 25 | 90 | 40 | 10 | 60 | 45 | 25 | 12 | | | | | 1150 | | | | | | | | | | | | |
| C. Electronic Record Drawings | | | 10 | | 60 | | | 1 | 4 | 4 | | | | 2 | 6 | 12 | | 8 | | | | | | | | | | | | | | | | | | | | | | | |
| Total Hours Phase 4 | | 10 | 210 | 210 | 600 | 50 | | 9 | 22 | 10 | | | 4 | 24 | 58 | 22 | 29 | 100 | 52 | 12 | 66 | 49 | 27 | 13 | | | | | 1470 | | | | | | | | | | | | |
| Subtotal | | \$3,300 | \$48,300 | \$27,300 | \$90,000 | \$4,750 | | \$2,340 | \$4,884 | \$1,700 | | | \$1,368 | \$5,520 | \$11,716 | \$3,916 | \$6,380 | \$19,500 | \$8,216 | \$3,480 | \$15,840 | \$10,290 | \$4,860 | \$1,755 | | | | \$1,000 | \$ 276,415 | | | | | | | | | | | | |
| Subtotal Phase 4 | | \$173,650 | | | | | \$8,924 | | | | | \$22,520 | | | | \$34,096 | | | \$36,225 | | | | | | | | | | | | | | | | | | | | | | |
| Subconsultant Totals: | | \$603,120 | | | | | \$77,719 | | | | | \$82,200 | | | | \$141,655 | | | \$119,235 | | | | | \$36,600 | | | \$15,000 | | | | | | | | | | | | | | |
| Not to exceed PROJECT COST: | | \$1,076,529 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |