

**AMENDMENT I
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY OF CALAVERAS
AND
ASPEN STREET ARCHITECTS, INC.**

THIS FIRST AMENDMENT to that Agreement made and entered by and between the County of Calaveras, a political subdivision of the State of California, whose principal place of business is 891 Mountain Ranch Road, Calaveras, California 95249 (hereinafter referred to as "County"), and Aspen Street Architects, Inc., California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 494 North Main Street, (Mailing: Post Office Box 370) Angels Camp, California 95222 (hereinafter referred to as "Consultant"); both County and Consultant constituting "the Parties" to the Agreement.

RECITALS

WHEREAS, County has entered into an agreement with Consultant for the provision of architectural services on an "as needed" basis for the Facilities Division of the County Administrative Office, in accordance with Agreement for Services dated August 9, 2018, incorporated herein and made by reference a part hereof; and

WHEREAS, the Parties hereto mutually desire to utilize Consultant to provide project management services associated with various capital improvement projects, hereby amending **SECTION 1. – Scope of Services** and **SECTION 3. – Compensation for Services and Reimbursement of Expenses**; and

WHEREAS, the Parties hereto mutually agree to authorize the use of subConsultants in the performance of work necessary under this Agreement, hereby amending **SECTION 7. – Subcontracting** and updating **SECTION 11. – Notices to Parties**.

NOW, THEREFORE, the Parties hereto mutually agreement to amend this Agreement for Services a first time as follows:

SECTION 1.

Scope of Services: The scope of services is hereby amended to include the provision of project management services in addition to the architectural consulting services as identified in the original Agreement, dated August 9, 2018. Project Management services shall include, but not be limited to, the following:

1. Provide guidance on specific projects identified by the County as to the scope of design and construction required, anticipated construction costs, potential timeline for project delivery and potential impact to other projects that may be contemplated by the County.
2. Review existing facilities with appropriate County staff and Consultant's subconsultants as needed to determine elements of Item 1. above.
3. Provide preliminary design plans, specifications and other documents needed to identify the size and scope of facility improvement projects, provide information to additional consultants, review the project with County staff and utility vendors, and determine the potential cost for such projects.
4. Provide customary Schematic, Design Development, Construction Document, Bidding and Construction Administration/Observation services as applicable for a specific project.
5. Meet with the County Administrative Office and the Facilities Maintenance and Grounds Division as needed to update the status of various facilities improvement projects.
6. Attend County Board of Supervisors meetings as requested by the County to update the Board on the status of various facility projects and address relevant Board discussion items as needed.

Consultant will provide to the County a Work Order with appropriate description and numbering system as each project is requested by the Facility Division. Billing for specific projects will be billed under the Consultant's job number for that project. Billing for general guidance and project update meetings will be billed under the job number for which project management services are provided.

Services Not Included:

- A. Services to provide an assessment, testing or investigation of hazardous materials.
- B. Provision of specialty consultants that are not a part of customary architectural basic services, such as acoustical engineers, testing services, and environmental impact consultants.
- C. Additional Bidding or Construction phase services for more than one bidding or construction period not caused by the Consultant.
- D. "As-Built" CAD drawings depicting changes made during construction.

- E. Re-design for changes in scope, changes to drawings after substantial completion of design or changes necessary for substituted systems, especially ones requiring agency re-approvals.
- F. Unforeseen conditions: Evaluation of any existing site condition discovered during construction which affects the project design and could not have been seen by visual inspection during a site investigation visit. Any resulting instructions or change directives required as a result of this discovery would be provided as additional services.

SECTION 3.

Compensation for Services and Reimbursement of Expenses: For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes hereof, the billing rates for services provided shall be in accordance with Exhibit "A", marked "Fee Schedule", incorporated herein and made by reference a part hereof. Consultant shall furnish a status report for work completed associated with each monthly invoice, including anticipated timelines for completion, estimated budgets available, daily or weekly logs of communications and or inspections, and any other information deemed relevant by the County necessary to monitor the progress of work orders and other "as needed" services associated with various capital improvement projects.

The total amount of this Agreement shall not exceed \$300,000.00, as amended, inclusive of expenses.

SECTION 7.

Subcontracting: Consultant shall not subcontract any portion of the services required of Consultant by this Agreement without the express written consent of the County Contract Manager. If any portion of the services required of Consultant is subcontracted, the sub consultant(s) shall maintain the same insurance as required of Consultant by this Agreement and Consultant shall be fully responsible to the County for all work undertaken by sub consultant(s).

The Parties hereto mutually agree to authorize the use of subConsultants in the performance of work herein and any authorized Work Orders. Authorization for the use of subConsultants shall be deemed authorized in writing if notice is made in accordance with Notice to Parties. For the purposes of this Agreement, the County will accept and approve the use of subConstultants via electronic (email) communication or notice as addressed to County and Consultant pursuant to **SECTION 11. – Notice to Parties.**

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SECTION 11.

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. County and Consultant mutually agree to utilize electronic communication (email) necessary to request approval for the use of subConsultants via electronic communication (email). Notices to County shall be addressed as follows:

COUNTY OF CALAVERAS
ADMINISTRATION
891 MOUNTAIN RANCH ROAD
SAN ANDREAS, CA 95249
ATTN: ALBERT ALT, COUNTY ADMINISTRATIVE OFFICER, OR SUCCESSOR
aalt@co.calaveras.ca.us

With a Carbon Copy to:

COUNTY OF CALAVERAS
FACILITIES DIVISION
891 MOUNTAIN RANCH ROAD
SAN ANDREAS, CA 95249
ATTN: BONNIE H. RICH, DEPUTY CAO, OR SUCCESSOR
brich@co.calaveras.ca.us
PATRICK MARTIN, FACILITIES MANAGER, OR SUCESSOR
pmartin@co.calaveras.ca.us

Or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

ASPEN STREET ARCHITECTS, INC.
P.O. BOX 370
ANGELS CAMP, CA 95222
ATTN: ANDY FLIES, VICE PRESIDENT
aflies@asai.us

Or to such other location as the Consultant directs.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

-- COUNTY OF CALAVERAS --

By: _____ Dated: _____
Jack "John" Garamendi, Chair
Board of Supervisors
"County"

ATTEST: Rebecca Turner, Clerk-Recorder and
Ex-Officio Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONSULTANT --

ASPEN STREET ARCHITECTS, INC.,
A California Corporation

By: Andy Flies Dated: 07/25/2019
Andy Flies, AIA, CAsp
Vice President
"Consultant"

Approved As To Form:

Date: 07/24/2019

By: [Signature]
Deputy County Counsel