

AMENDMENT NO. 1
TO ARCHITECTURAL SERVICES AGREEMENT
Environmental Learning Center
PROJECT NO. FA1040

THIS AMENDMENT NO. 1, made and entered into this _____ day of _____, 2019, by and between Lake Havasu City, an Arizona municipal corporation ("City"), and Jones Studio, Inc. ("Consultant"), amending the Architectural Services Agreement dated March 19, 2018 ("Agreement"), between City and Consultant for the project known as Environmental Learning Center, FA1040.

WHEREAS, the City and Consultant mutually agree to amend Agreement to add necessary services to complete Phase 2 of the Project.

NOW THEREFORE, in consideration of the mutual promises and obligation set forth herein, the parties hereto agree as follows:

I. Amended Scope of Work, Fee Schedule

A. Scope of Work

Exhibit "A" to the Agreement, referenced in Section 1, Scope of Work, is amended to include the additional services for Phase 2 of the Project described in the attached Exhibit "A" incorporated herein by this reference. The Consultant's services consist of those services performed by the Consultant, Consultant's employees, and Consultant's subconsultants. All services shall be performed and delivered in accordance with the Agreement and this Amendment No. 1.

B. Compensation and Payment Schedule.

Exhibit "B" to the Agreement, referenced in Section 2, Compensation and Payment Schedule, is amended to include additional fees necessary for Phase 2 of the Project described in the attached Exhibit "B" incorporated herein by this reference. Total compensation for the Agreement and Amendment No. 1 shall not exceed \$435,750. All payments are to be based on actual costs and reimbursable expenses, not to exceed the contract amount.

II. General Conditions

All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect as stated therein.

III. Indemnification

Consultant shall indemnify and hold harmless City, its officers, employees, and volunteers from and against any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, but

only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Consultant or other persons employed or used by the Consultant in the performance of this Amendment No. 1. It is agreed that Consultant will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

IV. Insurance

Consultant certifies that the insurance requirements contained in the Agreement are applicable to, extend to, and include the services to be performed pursuant to this Amendment No. 1.

This AMENDMENT NO. 1 TO THE ARCHITECTURAL SERVICES AGREEMENT is entered into as of the day and year first written above.

LAKE HAVASU CITY

BY: _____
Title: City Manager
Date: _____

CONSULTANT

DocuSigned by:
E Neal Jones
1 B950 President
Date: 10/16/2019

APPROVED AS TO FORM:
Lake Havasu City Attorney's Office

DocuSigned by:
Kelly Garry
04EC72D9510A4E8...

ATTEST:
(if corporation)

WITNESS:
(if individual or partnership)

BY: _____

EXHIBIT “A”- SCOPE OF WORK

Phase 2

Environmental Learning Center

Lake Havasu City, Arizona

LHC Project No. FA1040

Consultant agrees to perform professional services for Phase 2 of a project known and described as the Lake Havasu Environmental Learning Center (ELC or Project). The services are described in the following three subtasks:

1. Project Services

(Sections 1.6 thru 1.9)

2. Project Schedule

3. Services Not Included

1. Project Services

1.6 Master Planning/ Conceptual Building Design

A. Introduction

i. This effort will include the development of a master plan for the 80-acre site. Also included will be the development of a conceptual design for the ELC building illustrating the scale and relationship of the Project requirements based on Volumes 1 and 2, Programming and Cost & Feasibility Document delivered in Phase 1 and dated 12.7.18.

ii. Includes design team participation and preparation of collateral materials including boards and a PowerPoint-style presentation for:

1. Four (4) stakeholder meetings in LHC of which two stakeholder meetings are combined with Two (2) Community Open House/ Workshops in Lake Havasu City and
2. One (1) City Council Presentation

iii. Community Workshop #1/ Stakeholder Meeting: Share the site and building concepts and solicit feedback on design direction, materials and other project needs.

iv. Community Workshop #2/ Stakeholder Meeting: Present final concept for the site and building. Obtain feedback on design direction, materials and other project needs.

v. Additional Stakeholder Meetings: In addition to the two community workshops noted above, the design team will participate in two additional stakeholder meetings in Lake Havasu City, TBD.

vi. City Council Presentation: The architects and economist will present the final master plan concept and conceptual building design including cost projections to the City Council on a date TBD.

vii. The design team will be entitled to rely on approvals received from the City to complete the Master Planning/ Conceptual Building Design phase.

B. Master Plan

i. Program/ Site Analysis. Analyze the building program prepared in Volume 1 – Program Document dated 12/7/18 with respect to the area required for parking, circulation, open space, and other program elements; and any special constraints or requirements such as security, easements, and preserving habitat and wetlands.

ii. Site Development Planning. Based on the preliminary site analysis, prepare two overall site concepts for the ELC and for City review showing the layout of wetlands, Botanical Garden, Outdoor Shared Event Spaces, Native Preserve, Urban Fishing/ Detention Pond, Education Scaled Waste Water Treatment and Living Machine, Outdoor Classrooms and Amphitheaters, Extensive Trail System, Sculpture Gardens, Observatory, Water/ Lake Experience, Habitat Towers, Iconic Shade Structures, Lookouts and Vistas. Also show access and circulation of vehicles and pedestrians, parking, steps, ramps, walls, fences, gates, planting, water elements, shade structures and other site elements. Analyze surface conditions, soils report (*provided by City*), vegetation, slope of land and ecological requirements. The drawings will include illustrative plans and three sections or elevations as required to convey the design intent of each of the two site concepts and describe the proposed materials.

iii. Design team will conduct an internal three day/ two night design charrette to explore opportunities and arrive at unified visions for the site. Day 1 will include prep and travel to Lake Havasu City, arriving early evening. Day 2 will include a full day of exploring the site for opportunities/ constraints, drive back to Phoenix end of day. Day 3 will include a full day at the architect's office to charrette and arrive at options for unified visions for the site. Prepare a preliminary site analysis drawing.

iv. Preparation of inspiration images to show character and design intent.

v. The design team will make a presentation of the two master plan concepts to the City in Community Workshop #1/ Stakeholder Meeting.

vi. Participation in a second internal day-long charrette at Architect's office to incorporate feedback received from the City, stakeholders and the community at Community Workshop #1, into a final concept for the site.

vii. Based on feedback from the City, make modifications to the final master plan concept.

viii. Preparation of a final illustrative site plan, three sections and two elevations to be utilized for project approvals.

ix. Input into final Master Plan Document will include:

1. Final illustrative site plan (outlined in B.ii., above);

2. Three site sections and two site elevations (outlined in (B).ii., above);
 3. Three site renderings to show the character of the site;
 4. Input into identification of benefits that would result from the final site design for this Project;
 5. Review and comment on cost, revenue and funding opportunities; and
 6. Assistance with marketing tools package including visual aids, documentation and other marketing tools.
- x. Coordination with Project design team.
- xi. The design team will make a presentation of the final master plan concept to the City in Community Workshop #2/ Stakeholder Meeting.
- xii. The architects and economist will make a presentation of the final master plan concept and conceptual building design including cost projections (reference C., below) to the City Council on a date TBD.

C. Conceptual Building Design

- i. Based on information collected in Volumes 1 and 2 of the Cost & Feasibility and Programming Documents dated 12.7.18, the design team will prepare two conceptual building design approaches/ building location for the ELC and for City review. Discuss generalized criteria for building materials, architectural features, building systems and sustainability features. The design documents will consist of a site plan, floor plans, sections and elevations, perspective sketches and/or a digital model. Preliminary selection of major building systems and construction materials will be noted on the drawings or described in writing. Once the final conceptual design of the project is approved, the Architect will prepare five professionally prepared images from the rendering consultant for marketing purposes. The architect will coordinate closely with the rendering consultant in the preparation of these drawings. Reference Section 1.6.D.ii.8 for deliverable.
- ii. The architect will consider environmentally responsible design alternatives such as material choices and building orientation, energy footprint, water footprint, etc. together with other considerations based on the building program and aesthetics, in developing a design that is consistent with the program, schedule and budget for the Cost of the Work developed in Volume 2, Cost & Feasibility Document dated 12.7.18.
- iii. The architect will submit to the City a general, non-binding single “Rough Order of Magnitude” (ROM) construction cost estimate for the ELC and site development.
- iv. The list of visitor types and financial strength of each type will impact design of the ELC. The economic analysis prepared in Volume 1, Cost & Feasibility Document will include multiple discussions with the design team.

- v. Proposed Construction Procurement/ Delivery Methodology. The design team will discuss with the City various approaches for the construction procurement/ delivery phase of the Project.
- vi. A Project schedule will be developed by the A/E team for the design and construction phase of work.
- vii. Presentations of the Conceptual Building Design will coincide with the Community Workshops/ Stakeholder and City Council meetings as described in 1.6.B, Master Plan.

D. Deliverables of the Master Plan and Conceptual Building Design

i. INITIAL CONCEPTS

1. Two initial building/ location and site concepts.
2. Three site sections of initial concepts.
3. Two site elevations of initial concepts.
4. Initial building floor plans.
5. Initial building sections.
6. Initial building elevations.
7. Initial building details, as needed.
8. Perspective sketches and/or a digital model.
9. Receive/ document input from the City into the PowerPoint-style presentation and boards for Community Workshop #1/ Stakeholder Meeting.
10. Initial discussion on the Project schedule for the design and construction phase including phasing strategies.

ii. FINAL CONCEPTS

1. Three sections of the final site plan.
2. Three elevations of the final site plan.
3. Three renderings of the final site plan.
4. Final building floor plans.
5. Final building sections.
6. Final building elevations.
7. Final building details, as needed.
8. Up to five professionally prepared renderings of final building design.
9. Receive/ document input from the City into PowerPoint-style presentation and boards for Community Workshop #2/ Stakeholder Meeting. Include a preliminary, non-binding Rough Order of Magnitude construction cost estimate for the building and site development.
10. Receive/ document input into the final master plan/ conceptual building design document. Include the final, non-binding Rough Order of Magnitude construction cost estimate for the building and site development.
11. Project Schedule for the design and construction phase, including phasing strategies.

Note: Drawing scale of all deliverables is TBD.

1.7 Permitting

A. Identify Permits for the Project

- i. The design team will research and identify all potential permits that may be required for the Project such as the Building Permit, any special water related permits, coordination with electrical utility service provider, etc. Work tasks will include the impact, both in terms of cost and schedule, permitting will have on overall Project development.

B. Deliverables

- i. Prepare listing of potential permits that may be required for the Project.

1.8 Program Schedule

A. Prepare Overall Project Schedule

- i. The design team, in consultation with the City and stakeholders, will prepare an overall program schedule for the ELC. The schedule will be based on information derived from the economic analysis phase, program phase and master planning and conceptual building design

phase of work. This schedule will also include a conceptual timeline for the design, permitting and construction phases of the ELC. Recommendations on phasing the Project will be explored, if applicable.

1.9 Marketing Tools Package

A. Prepare Marketing Tools

- i. The marketing effort will be a joint effort between the economics team and the design team. The research into tourism opportunities will reveal the types of Project marketing that will be the most effective. The team also proposes to explore public private partnerships related to the Project. For example, local restaurants and hotels may want to participate in a program where each facility promotes the other. State and federal funding resources will be explored as well.
- ii. The design team will prepare various visual aids and documentation that the City and associated stakeholder groups can utilize to obtain support, membership and funding of the ELC.
- iii. The design team will assist the City with two public presentations.

B. Deliverables

- i. Visual aids include a site plan rendering, building floor plan/ sections/ elevation renderings and perspective renderings, contextual images to support the design, and a “book” that includes all of the above along with the documentation data and analysis. Reference Section 1.6.D for other Project deliverables available for use during the marketing campaign.

2. Project Schedule

The Services will commence upon receipt of an executed Amendment No. 1 from the City and will take approximately four (4) months for completion of Services. Reference detailed schedule as follows:

1. Prepare Master Plan/ Conceptual Design Phase (includes two City reviews – Workshops #1 & #2 and two additional stakeholder meetings)	12 Weeks
2. Prepare Marketing Tools Package (Includes Permitting and Program Schedule, one City review and one presentation to City Council)	4 Weeks
TOTAL	<hr/> 16 Weeks

3. Services Not Included

- i. Architectural/ Engineering services beyond those noted in Section 1.
- ii. Any detailed engineering assessments including, but not limited to mechanical, electrical, plumbing engineering/ utility and infrastructure data and evaluation, soil or other material testing.
- iii. Civil engineering.
- iv. Preparation of topographical and boundary surveys and legal descriptions.
 - v. Eco-machine design (packaged wastewater treatment plant).
- vi. Design specification of water feature equipment, waterproofing materials, systems engineering and their protection.
- vii. Signage, wayfinding or lighting design.
- viii. Vibration design for labs.
 - ix. Furniture, Fixtures and Equipment design.
 - x. Telcom/ security design.
 - xi. LEED and/or Living Building Challenge.
 - xii. Video/ animations.
- xiii. Schematic Design, Design Development, Construction Documents, Bidding Phases of Work and Construction Administration.
- xiv. Native plant inventory.
 - xv. Endangered or threatened plant species search.
 - xvi. Environmental assessment studies and reports.
 - xvii. Energy studies.
- xviii. Solar/ Green roof technology exploration.
 - xix. Traffic, water and sewer impact analysis.
 - xx. Off-site improvements.
 - xxi. Hazardous material identification.
- xxii. Physical model.
- xxiii. Conceptual Master Plan/ Conceptual Building designs beyond the two outlined in Section 1.6.B and C.
- xxiv. Revisions and/or redesign to work which has already been completed and approved by the City (in any phase).
- xxv. Revisions to the design documents after their approval by the City when such revisions arise out of a decision by the City to modify the Project program or budget and when such revisions are not the result of actions by the Consultant or could not have reasonably been foreseen by the Consultant. These extra services will be discussed with the City and a fee associated with the revisions. These changes will be made as extra services and compensated at Consultant's hourly rates shown on Exhibit 'B' – Fee Schedule.

- xxvi. Additional meetings or presentations outside of the firm's main office area other than outlined in this proposal.
- xxvii. Artist selection and coordination.
- xxviii. Master Planning of the additional 200 acres.

End of Exhibit 'A'

EXHIBIT "B"-FEE SCHEDULE
Phase 2, Environmental Learning Center
Lake Havasu City, Arizona
LHC Project No. FA1040

FEE SCHEDULE

	<u>A/E Services (incl. all consultants)</u>	<u>Actual</u>
1.6	Master Planning/ Conceptual Design	\$198,500.00
1.6a	Rendering Cost Increase	\$ 1,700.00
1.6b	Engineering Fee "Carry Forward" from Phase 1	\$ 4,860.00
1.7	Permitting Requests	\$ 4,800.00
1.8	Program Scheduling	\$ 3,660.00
1.9	<u>Marketing Tools Package</u>	<u>\$ 36,450.00</u>
	TOTAL	\$249,970.00

TRAVEL AND PER DIEM BACKUP INFORMATION

Reimbursable Expenses Allowance **\$26,300.00**

Reimbursable expenses are in addition to fees for professional services billed at cost (no markups) and shall be billed against a \$26,300 allowance, as established by the Agreement and described below. Consultant may bill against this amount on a monthly basis, with City retaining any unused balance at the close of the Agreement. Consultant will provide backup documentation/receipts with each month's progress invoice.

- 01 Travel time: from Phoenix to LHC -- Seven (7) hours round trip multiplied by billing rate and is included in the Fee Calculation Spreadsheet.
- 02 "Mileage: from Phoenix to LHC -- 406 miles round trip total multiplied by \$0.525/mile = \$213.15/trip.
- 03 Mileage: from LA to LHC = 596 miles round trip total multiplied by \$0.525/mile = \$312.90/trip.
- 04 "Travel Expenses for design team are per GSA FY 2019 per diem rates for Arizona and include hotel, meals and incidentals, rental car, gas, and mileage. **\$15,300.00**
- 05 Hotel: \$93/night low season; \$189/night high season in LHC; \$200/night in PHX.
- 06 Rental Car @ \$70/day - PHX
- 07 Rental car @ \$205/day - LA
- 08 Airfare: LA to PHX: \$1,200 (3 people)/trip
- 09 Hotel in LHC during high season, 3.8.19 to 3.31.19: (allowance) **\$3,000.00**
- 10 Meals per GSA FY 2019 per diem rates for Arizona.
- 11 Copies or reproductions including renderings, plots, booklets, reports, and estimates furnished or prepared in connection with this contract. **\$8,000 est.**
- 11a Postage, shipping and messenger expenses other than first class mail.
- 11b Teleconference charges.
- 11c Presentation quality perspective renderings.

END OF FEE SUMMARY