

AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. 22D02297

This Amendment No. 1 (“**Amendment**”) shall serve to modify the existing Contract No. 17C4229 (“**Contract**”) between the County of Santa Cruz (“**County**”) and William Fisher Architecture Inc. (“**Contractor**”). County and Contractor may sometimes be referred to in this Amendment collectively as “**Parties**” or individually as “**Party**.”

I. Background.

- a. The Parties entered into the Contract effective March 1, 2022.
- b. The Contract has not been previously amended.
- c. The additional scope of work provides construction administration services for the project.

II. Effective Date of Amendment.

- a. This Amendment shall be effective as of the date fully executed by all Parties hereto (“**Effective Date**”).

III. Changes to Contract.

- a. By executing this Amendment, the Parties agree that the Contract shall be changed in the following manner.
 1. Section 1 “Duties” shall be modified to include Scope defined in Exhibit A.1 Additional Scope of Services, dated November 12, 2024.
 2. Section 2 “Compensation” shall be increased from \$95,000 to \$291,345.
 3. Section 3 “Term” shall be deleted in its entirety and replaced with the following: “The term of this Contract shall be: March 1, 2022 through December 31, 2026, or completion date, whichever is later.”
- b. All other existing provisions of the Contract not specifically addressed by this Amendment shall remain unchanged and in full force and effect. In the event of a conflict between the language of this Amendment and the Contract or any previous amendment of the Contract, the language of this Amendment shall control.

IV. Exhibits / Attachments.

The following Exhibits and/or Attachments are attached to this Amendment and hereby incorporated into its terms by this reference as though set forth in full:

- a. EXHIBIT A.1: Additional Scope of Services, dated November 12, 2024.

In Witness Whereof, the Parties have executed this Agreement by their duly authorized officers or representatives.

WILLIAM FISHER ARCHITECTURE, INC. (“Contractor”)	COUNTY OF SANTA CRUZ (“County”)
<div>William Fisher</div> <div>2</div>	<div>Fernando Giraldo, Chief Probation Officer</div> <div>Date</div> <div>4</div>
<div>Address: 603 Front Street, Santa Cruz, CA 95060</div> <div>Telephone: 831-457-0246</div> <div>Email: bill@modern-architecture.com</div>	<div>Approved as to Form:</div> <div><div>DocuSigned by:</div><div>Justin Graham</div><div>2/11/2025</div><div>40E85ACDEDA842D...</div><div>Office of County Counsel</div><div>Date</div><div>1</div></div>
<div>DISTRIBUTION:</div> <div>Public Works</div> <div>Contractor</div>	<div>Approved as to Insurance:</div> <div><div>Signed by:</div><div>Gina Borasi</div><div>2/11/2025</div><div>F4EADC5BA53B4DB...</div><div>Risk Management</div><div>Date</div><div>3</div></div>

WILLIAM FISHER ARCHITECTURE, INC.

Architecture, Design/Build, Planning, Interiors

Attn: Nicole Steel, Project Manager, Capital Projects
General Services Department
Santa Cruz County
701 Ocean St, Santa Cruz, CA 95060
831-454-5139 | Nicole.Steel@santacruzcountycalifornia.gov

Re: SC County Juvenile Hall
Multi-Use Recreation and Program (Gym) Project
3650 Graham Hill Rd, Felton, CA 95018

November 12, 2024

SCOPE OF SERVICES

Architectural services for the Santa Cruz County Juvenile Hall, Multi-Use Recreation and Program (Gym) Project. Consisting of a pre-engineered steel structure containing a gymnasium, two restrooms, two training facility rooms, equipment room, mechanical/electrical spaces and supporting site work.

CONSTRUCTION PHASE SERVICESBidding Process:

The County will administer the public bidding process, issue documents, be the point of contact, issue addenda, evaluate bids, and make Contractor selection. The Architect and consulting engineers will answer bidding questions and prepare addenda pertaining to scope of work as consolidated by the County.

Included Construction Phase Services:

The County will administer the construction phase. The Architect and consulting engineers shall assist the County and project through the construction phase of the project with:

- The architect will attend one pre-construction conference with the selected Contractor.
- The architect will attend weekly construction meetings (up to 53), make observations, and advise the County on progress.
- Review Contractor submittals.
- Evaluate and process Contractor's proposed substitutions.
- Respond to Contractor questions, Requests For Information (RFI's).
- Assist with processing and evaluation of Change Orders, if required.
- Prepare Construction Change Directives as needed.
- Prepare Architects Supplemental Instructions as needed.
- Coordinate Deferred Submittals.
- Assist with review of Contractor payment applications.
- Attend one walkthrough at Substantial Completion. Prepare one punch-list of items to be addressed.

WILLIAM FISHER ARCHITECTURE, INC.

modern-architecture.com • 831-457-0246 • 603 Front Street, Santa Cruz, CA 95060

courtney@modern-architecture.com • bill@modern-architecture.com

Architect C-11008 • General Contractor 961435

ATTACHMENT A.1 ADDITIONAL SCOPE OF SERVICES

Excluded Construction Phase Services

(Not in base scope, but can be addressed as Supplemental Services)

- Additional services or correspondence not identified above.
- Attend additional meetings as requested or required.
- Project close-out documents.
- Investigate matters regarding site conditions that are different than expected, found by the Contractor during performance of the work. Recommend an adjustment of the Contract Sum and/or Contract Time based on these unanticipated conditions. Generate clarification drawings, if required.

SUPPLEMENTAL/ADDITIONAL SERVICES

Supplemental/additional services as requested or required, and as authorized by the County shall be billed hourly. The Architect's and consulting engineers' services may include additional meetings/correspondence, additional documentation, processing building permit, supplemental construction phase services, updates/revisions, and/or other services not listed above.

Allowance included below.

COMPENSATION

CONSULTANT	FEE
Architect	\$87,357
Civil Engineer + 15%	\$20,470
Structural Engineer + 15%	\$17,365
Mechanical Engineer + 15%	\$6,440
Electrical Engineer + 15%	\$31,050
Fire Alarm & Telecommunications + 15%	\$15,813

Construction Phase Total: \$178,495

Supplemental/Additional Services Allowance: \$17,850

TOTAL: \$196,345

Consultant Compensation:

We apply a 15% administrative charge to the consultants' compensation for liability purposes and to coordinate the engineers and consultants included under our contract. This is included in the fees listed above. This will also be applied to consultants' amount invoiced to the Architect for Supplemental and Additional Services.

ATTACHMENT A.1 ADDITIONAL SCOPE OF SERVICES

Consultant Contracts: The agreements for the consultants included under this contract proposal are attached. They outline limits to scope of work, exclusions, assumptions, and terms and will be binding as part of this agreement. The Client is responsible for reading and Approving these sub-proposals as part of executing this agreement.

Hourly Rates: William Fisher Architecture, Inc.

Architects	\$ 250
Project Managers	\$ 225
Technical Staff	\$ 185

See attached proposals for consultant's hourly rates

EXCLUDED ITEMS

Services other than identified above
Government agencies fees
Client hired engineering or other consultants, and coordination of the same
Value engineering and scope revisions/updates
Environmental reports and hazardous materials
Reimbursable expenses
Reproductions

Note: Where the County has directly retained other consultants, it agrees that it shall not seek to hold the Architect responsible for the services or other activities of such Consultants, nor for the coordination or integration of the service of those consultants except as expressly agreed to by the Architect. It is the County's sole responsibility to coordinate the work efforts and schedule of their directly retained consultants. The Architect will endeavor to communicate with the county's directly retained consultants. The County's directly retained consultants are required to coordinate their work with the Architect's work, and with the work of the County's other directly retained consultants. Additional services on an hourly basis will be incurred by the Architect should additional time be necessary to assist the County and their directly retained consultants.

Certificate Of Completion

Envelope Id: 826125F8-181A-45EE-9D25-CA58685FF9DD

Status: Completed

Subject: Complete with Docusign: Amendment 1 - 22D02297 - WFA SB81 R1 Contract.pdf

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Luna Harter

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Luna.Harter@santacruzcountyca.gov

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Luna Harter

Location: DocuSign

2/11/2025 1:27:46 PM

Luna.Harter@santacruzcountyca.gov

Security Appliance Status: Connected

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Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Justin Graham

Justin.Graham@santacruzcountyca.gov

Reviewed as to form / Assistant County Counsel

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

Justin Graham
40E85ACDEDAB42D...

Timestamp

Sent: 2/11/2025 1:28:25 PM

Viewed: 2/11/2025 1:59:23 PM

Signed: 2/11/2025 2:00:41 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM

ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed by:

Gina Borasi
E4EADC5BA53B4DB...

Sent: 2/11/2025 2:00:42 PM

Viewed: 2/11/2025 5:13:23 PM

Signed: 2/11/2025 5:13:49 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.6.202.106

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

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Timestamp

Carbon Copy Events

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Witness Events

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Notary Events

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Envelope Summary Events

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Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/11/2025 1:28:25 PM
Certified Delivered	Security Checked	2/11/2025 5:13:23 PM
Signing Complete	Security Checked	2/11/2025 5:13:49 PM
Completed	Security Checked	2/11/2025 5:13:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.