

To: Kootenai County board of County Commissioners
Attn: Commissioner Leslie Duncan

Notification Number: Four
Date: October 11, 2023

In accordance with the Agreement dated: December 27th, 2023

between the Architect: Lombard Conrad Architects, Inc.
472 W. Washington St.
Boise, ID 83702

and the Owner: Kootenai County Board of County Commissioners
451 N. Government Way
P.O. Box 9000
Coeur d'Alene, Idaho 83816-9000

for the project: L/C KOOTENAI COUNTY JUSTICE BUILDING EXPANSION
L/C Project No. 20045.01

Authorization is requested:

- to proceed with Additional Services or a Change in Services as listed below
 to incur Additional Reimbursable Expenses

This AMENDMENT dated October 11, 2023: is made to the AGREEMENT dated December 27, 2022.

BETWEEN the Owner:

Kootenai County Board of County Commissioners
451 N. Government Way
P.O. Box 9000
Coeur d'Alene, Idaho 83816-900

And the Architect:

Lombard-Conrad Architects, Inc.
472 W. Washington St.
Boise, Idaho 83702

For the following Project:

Kootenai County Justice Building Expansion
324 W. Garden Avenue

Date October 11, 2023

Kootenai County Board of Commissioners
451 N. Government Way
Coeur d'Alene, Idaho 83814

RE: Kootenai County Justice Building Expansion
Revised Proposal Letter
LCA No. 20045.01 File Code 00a

To whom it may concern,

Thank you for giving Lombard-Conrad Architects the opportunity to provide you with a revised scope of work and fee for architectural and engineering services for the Kootenai County Justice Building.

PROJECT DESCRIPTION

Architectural and engineering services for the design and construction of an expansion to Kootenai County's Justice Building facility. The expansion will house new courtrooms, in-custody holding cells, court services, Prosecutor and other County departments as well as secured public entry and building support services.

Owner project requirements:

- Approximately 58,700 s.f. adjoining expansion;
- Court facilities: three large courtrooms with jury chambers, office space for judges, clerks, and bailiffs, secure holding cells;
- Office spaces for county departments: Adult Misdemeanor Probation, Prosecuting Attorney;
- Associated site improvements for the new construction.

SCOPE OF SERVICES

Services consist of those described below and include normal architectural, structural, mechanical/ and electrical engineering services. Also included is specialty consulting services for Security System design.

This agreement does not include surveying or geotechnical services. Civil engineering and landscape architecture services shall be Supplemental Services provided to the Owner, and the Architect agrees to coordinate the work activity of these consultants.

Services will be broken out into two (2) phases.

1. Programming and Concept Design (Phase 1):

- 1.1 Facilitate review meeting with the Owner to ascertain the requirements of the Project and to arrive at a mutual understanding of such requirements with the Owner.
 - 1.1.1 Confer with the County on Design objectives, limitations and criteria
 - 1.1.2 Confer with the County on Space Requirements and department adjacencies.
 - 1.1.3 Confer with the County on Site Requirements
 - 1.1.4 Confer with the County on Construction Budget
 - 1.1.5 Confer with the County on Schedule
 - 1.1.6 Confer with the County on project construction Phasing.
 - 1.1.7 Meet with the County's agencies on matters affecting the project specific scope.
- 1.2 Obtain and review applicable standards and guidelines for planning and design from authorities having jurisdiction.

- 1.3 Planning and procuring necessary surveys, geotechnical engineering investigation, field investigations and engineering studies required for preliminary design considerations.
- 1.4 Facilitate up to six (6) on site design workshops with the Owner and User Groups to review Concepts, floor plan layout and exterior elevation design in order to establish a single preferred option.
 - 1.4.1 Preliminary Programming
 - 1.4.1.1 Review / clarify with each County department gross square footage needs against previous space needs assessment.
 - 1.4.1.2 Review current office space and function of County departments that will occupy the new building.
 - 1.4.2 Design Charettes
 - 1.4.2.1 Develop and interactively layout spaces with the user groups to come up with conceptual floor plans.
 - 1.4.2.2 Review of space layouts, department adjacencies and security requirements.
- 1.5 Attend County Commissioners meetings, and Planning and Zoning meetings as required to address points of clarifications regarding the project.
- 1.6 Prepare and submit one (1) set of Schematic Design Documents, preliminary estimate of Probable Construction Cost and Schedule for review and approval by the Owner. Components to include:
 - 1.6.1 Site Plan
 - 1.6.2 Floor Plan
 - 1.6.3 Exterior Elevations
 - 1.6.4 Building Sections
 - 1.6.5 Other documents as necessary to illustrate the scale and relationship of Project components.
- 1.7 Facilitate a presentation and review meeting of the Schematic Design Documents with the Owner.
- 2. Construction Manager/General Contractor Selection (Phase 1):**
 - 2.1 Assist the Owner in obtaining and reviewing negotiated proposals from potential Construction Manager/General Contractors (CMGC) and assist in awarding and preparing a contract for services.
 - 2.2 Coordinate with the selected CMGC throughout all Phases of the contract.
- 3. Design Development (Phase 1):**
 - 3.1 Facilitate up to three (3) meetings with Owner and Engineering Consultants to develop Design Development Documents.
 - 3.2 Prepare and submit one (1) sets of Design Development Documents including drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and other documents illustrating the scale and relationship of Project components for approval by the Owner. Components to include:
 - 3.2.1 Site Plan, Grading Plan, Paving Layouts, Lighting, Utilities Plan and Landscaping Plan.

- 3.2.2 Floor Plans, Exterior Elevations, Building Sections, preliminary Finish Schedule.
 - 3.2.3 Structural, Electrical, Mechanical, Plumbing, Fire Protection Plans.
 - 3.2.4 Updates to the preliminary estimate of Probable Construction Cost and Schedule.
- 3.3 Facilitate a review meeting of Design Development Documents with Owner.
- 4. Construction Documents (Phase 2):**
 - 4.1 Prepare and submit one (1) set of 90% complete Construction Documents consisting of Drawings, Specifications and Updated Cost Estimate for review by the Owner.
 - 4.2 Facilitate a review meeting with Owner and incorporate comments into the final set of Construction Documents.
 - 4.3 Assist the Owner and CMGC in the preparation of the necessary bidding information, bidding forms, and Conditions of the Contract for any Work Packages and the GMP Amendment.
 - 4.4 Prepare 100% complete Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project for approval by the owner.
 - 4.5 Assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- 5. Construction Phase (Phase 2):**
 - 5.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Guaranteed Maximum Price Amendment or any preceding Work Packages and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
 - 5.2 The Architect shall provide administration of the project construction as set forth below and in the version of the Agreement between the Owner and the CMGC current as of the date of this agreement.
 - 5.3 The Architect and the Engineers shall visit the site to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
 - 5.3.1 The Architect shall visit the site and attend construction meetings at least once each month with a maximum of twelve (12) site visits over the duration of the project. The Architect will be compensated for site visits in excess of this number as Additional Services.
 - 5.3.2 The Architect is not responsible for sequencing, means, and methods of construction or job site safety.
 - 5.4 The Architect shall review and certify the amounts due to the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as noted above and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

- 5.5 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- 5.6 The Architect shall assist the CMGC in preparing Change Orders and Construction Change Directives and may authorize minor changes in the Work for the Owner's approval and execution in accordance with the Contract Documents.
- 5.7 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.
- 5.8 The Architect shall issue, review, and forward to the owner closeout submittals, records, written warranties, and related documents required by the Contract Documents from the Contractor for completeness and forward to the Owner.
- 5.9 The Architect shall provide support services as needed during project closeout process.

SERVICES NOT INCLUDED

This agreement does not include the following services. It is understood that these services shall be provided by the Owner and that the Architect agrees to coordinate the work activity of these Consultants.

- Permits and fees
- Detailed Cost Estimating
- Commissioning
- As-Constructed Record Drawings
- LEED Certification
- Furniture, Furnishings, and Equipment Design
- Professional Liability Limits in Excess of \$2,000,000
- Materials testing services
- Environmental site assessments
- Hazardous materials investigation

BASIC COMPENSATION

For the services as described, compensation shall be a fixed fee as follows, plus Reimbursable Expenses:

PHASE 1 SERVICES:

Programming and Concept Design Services, Design Development	FIXED FEE
Programming / Concept Design (Basic A/E Services)	\$308,700.00
Amendment #1	\$27,500
Amendment #2	\$25,000
Design Development (Basic A/E Services)	\$369,900.00
Amendment #3	\$18,570.00
Compensation Phase 1	\$749,670.00

PHASE 2 SERVICES:

Construction Documents, Bidding Support, Construction Administration	FIXED FEE
Construction Documents Phase (Basic A/E Services)	\$712,800.00
Security Electronics Design Phase 1 <i>(amount moved from Phase 1 into Phase 2)</i>	\$15,000.00

Security Electronics Design Phase 2	\$35,000.00
Bidding Support (Basic A/E Services)	\$59,400.00
Construction Phase	\$415,800.00
Compensation Phase 2	\$1,238,000.00

Total Compensation (Phase 1 + Phase 2) **\$1,987,670.00**
Does not include Reimbursable Expenses

PAYMENT

Invoices will be issued monthly and are payable within thirty (30) days of presentation of the invoice and supporting documentation. Amounts unpaid forty-five (45) days after the date of presentation of the invoice and supporting documentation shall be subject to dispute resolution as set forth in Article 8 of the December 27, 2022 agreement between Lombard-Conrad Architects and Kootenai County. Attorney’s fees and any other costs incurred in collecting delinquent accounts shall be paid by Owner. LOMBARD/CONRAD will invoice professional fees monthly, on a percent complete basis throughout the project term.

REIMBURSABLE EXPENSES

Not to Exceed **\$94,000.00** in total over the length of the project, unless an increase is otherwise approved in writing.

Phase 1 Reimbursables (Estimated Budget)	\$14,000.00
Phase 2 Reimbursables (Estimated Budget)	\$80,000.00
Total not to exceed:	\$94,000.00

For reimbursable expenses, as described in section 11.8.1 of this Agreement, and any other items included as reimbursable expenses, a multiple of one point one (1.1) times the expenses incurred by the Architect, the Architect’s employees, and Consultants directly related to the project.

COMPENSATION FOR ADDITIONAL SERVICES

Additional Services, if requested by Owner, will be performed on a stipulated sum or current hourly rate basis, as agreed to in writing by both parties prior to initiating the additional services. Additional services of the Architect compensated on an hourly basis shall be computed as follows:

2023 Lombard-Conrad Hourly Billing Rates

Principal	\$185
Planner	\$175
Architect III	\$170
Architect II	\$150
Architect I	\$120
Interior Designer III	\$125
Interior Designer II	\$100
Interior Designer I	\$ 85
Project Manager	\$120

Senior BIM Tech	\$115
BIM Tech	\$ 90
Emerging Professional III	\$100
Emerging Professional II	\$ 90
Emerging Professional I	\$ 80
Word Processing	\$ 75

The rates for services of the Architects and the Architect's Consultants are applicable in the calendar year noted above. Positions and hourly rates are subject to review and adjustment annually.

For Additional Services of Consultants, including additional structural, mechanical, electrical, civil engineering and landscape architecture services, a multiple of one-point-one (1.1) times the amounts billed to the Architect for such services will be billed.

If this proposal meets with your approval, we will be glad to proceed to a formal contract for the fees proposed.

Sincerely,

LOMBARD-CONRAD ARCHITECTS, INC.



Ken Gallegos, AIA LEED BD+C

Managing Partner

Certificate Prohibiting Contracts with China

The undersigned do hereby certify that the company contracted with hereby is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China, and that this contract complies with all of the requirements of Idaho Code 67-2359:

Lombard-Conrad Architects, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

10/11/23

DATE

KOOTENAI COUNTY BOARD OF COUNTY COMMISSIONERS: