

**AMENDMENT NO. 1  
CITY OF PLEASANT HILL  
DESIGN SERVICES AGREEMENT**

**1. Parties and Date.**

This Amendment No. 1 to the Design Services Agreement is made and entered into as of August 1, 2018, by and between the City of Pleasant Hill, a municipal organization organized under the laws of the State of California with its principal place of business at 100 Gregory Lane, Pleasant Hill, CA 94523 ("City") and Bohlin Cywinski Jackson, an S-Corporation, with its principal place of business at 49 Geary Street, Suite 300, San Francisco, California 94108 ("Architect"). City and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Background. The City and Architect have entered into an agreement entitled "City of Pleasant Hill Design Services Agreement" dated October 16, 2017 (the "Agreement"), for the purpose of retaining the services of Architect to provide professional design services for the New Pleasant Hill Library Project ("Project"). As of March 6, 2018, City and Architect entered into Authorization of Additional Services #1 to authorize certain site boundary and site hydrology analysis as additional services. Concurrently with this Amendment No. 1, City and Architect propose to enter into Authorization of Additional Services #2 for additional conceptual design services.

2.2 Amendment Purpose. The City and Architect desire to amend the Agreement to revise the fee schedule and the performance schedule to reflect the additional services authorized by Authorization of Additional Services #1 and Authorization of Additional Services #2.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Sections 3.7.3 and 3.37 of the Agreement.

**3. Terms.**

3.1 Performance Schedule. The preliminary schedule table in Section 3.7.3 of the Agreement is hereby amended and restated as follows:

Phase / Project Activity	Start	Complete
Programming / Site Analysis	23-Oct-17	12-Feb-18
Schematic Design	6-Apr-18	20-Sep-18
Design Development	4-Sep-18	1-Feb-19
Construction Contract Documents	21-Jan-19	22-Jun-19
90% / Permit Issuance		11-May-19
Bid Set Issuance		22-Jun-19
Bidding	25-Jun-19	14-Sep-19
Construction Phase (76 Weeks)	17-Sep-19	6-Mar-21
Substantial Completion		6-Mar-21
Close-out Phase	9-Mar-21	23-May-12
Warranty Period / Post Occupancy	7-Mar-21	6-Mar-22

Except for the preliminary schedule table, all other provisions of Section 3.7.3 of the Agreement shall remain in full force and effect.

3.2 Fee Schedule Revised. The Fee Schedule and the compensation to be paid to Architect shall be as set forth in Exhibit B attached hereto and incorporated herein by this reference. This Exhibit B shall supersede the Exhibit B attached to and incorporated into the October 16, 2017 City of Pleasant Hill Design Services Agreement.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.5 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

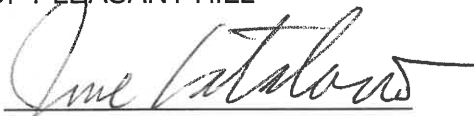
**[Signatures on Next Page]**

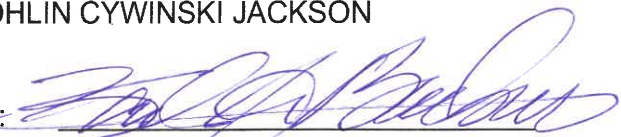
**SIGNATURE PAGE FOR  
AMENDMENT NO. 1  
CITY OF PLEASANT HILL  
DESIGN SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.


CITY OF PLEASANT HILL

BOHLIN CYWINSKI JACKSON

By:   
June Catalano  
City Manager

By:   
Its: VIC. PROMPT  
Printed Name: KARL A. BACKUS.

ATTEST:

By:   
City Clerk

APPROVED AS TO FORM:

By:   
City Attorney

**EXHIBIT "B"**  
**FEE SCHEDULE**  
**(Revised per Amendment No. 1)**

**1. FEE SCHEDULE**

The not-to-exceed Total Compensation amount of the Agreement shall be \$3,257,048. The compensation is composed of three elements: fees for basic services and associated expenses; an allowance for materials, designs, and renderings not covered under basic services; and a City contingency for additional services not covered under basic services.

**Fees for Basic Services and Associated Expenses**

The fees for basic services and associated expenses shall be billed on a fixed fee basis as a percentage of completion per phase as shown below. Associated expenses include local travel, long-distance travel, and reproduction for internal use of Architect and its Consultants.

Consultant:	PHASE:							TOTAL:
	Programming/ Community Engagement	Schematic Design	Design Development	Construction Documents (for Permit and Contract)	Bid Phase	Construction Phase	Close-out Phase	
Bohlin Cywinski Jackson Architect	\$44,000	\$212,000	\$306,000	\$420,000	\$31,000	\$430,000	\$34,000	<b>\$1,477,000</b>
Margaret Sullivan Studios Program, Comm. Engagement, Interior Des. Collaboration	\$38,000	\$35,000	\$15,000	\$4,000				<b>\$92,000</b>
Integral Group Mechanical / Electrical Eng.		\$24,625	\$117,875	\$136,800	\$3,925	\$95,025	\$15,000	<b>\$393,250</b>
Rutherford & Chekene Structural Engineering	\$2,000	\$18,000	\$80,000	\$136,000	\$3,000	\$55,000	\$3,500	<b>\$297,500</b>
Einwiller Kuehl Landscape Architect	\$14,000	\$25,000	\$36,000	\$72,000	\$9,000	\$24,000	\$8,000	<b>\$188,000</b>
Sherwood Design Civil Engineering	\$6,000	\$18,000	\$59,000	\$72,000	\$3,000	\$17,000	\$2,000	<b>\$177,000</b>
The Fire Consultants Code Consulting		\$4,800	\$3,200	\$6,000				<b>\$14,000</b>
TBD Consultants Cost Estimating	\$3,500	\$14,000	\$18,200	\$29,400				<b>\$65,100</b>
Charles Salter Associates Acoustical Engineering		\$4,000	\$7,500	\$9,500	\$1,000	\$5,500		<b>\$27,500</b>
Auerbach Glasow French Lighting Design		\$7,000	\$36,000	\$42,000	\$3,000	\$35,000	\$2,000	<b>\$125,000</b>
Expenses	\$16,000	\$9,000	\$7,000	\$16,000	\$1,000	\$20,000	\$1,600	<b>\$70,600</b>
<b>PHASE TOTALS:</b>	<b>\$123,500</b>	<b>\$371,425</b>	<b>\$685,775</b>	<b>\$943,700</b>	<b>\$54,925</b>	<b>\$681,525</b>	<b>\$66,100</b>	<b>\$2,926,950</b>

**Allowance for Materials, Designs, and Renderings Not Covered under Basic Services**

The table below illustrates the individual components of the allowance for materials, designs, and renderings not covered under basic services. The Architect must obtain written approval in advance from the City before making expenditures for allowances and requesting payment for such from the City.

<b><u>Allowances</u></b>	<b><u>Amount</u></b>
Modeling (physical and daylight)	\$15,000
FF&E Design Services	\$25,000
Renderings (Photo-realistic, x 3)	\$30,000
Signage & Graphic Design (beyond code required)	\$50,000
Irrigation Design	\$20,000
<b>Total Allowances for Materials, Designs, and Renderings Not Covered under Basic Services</b>	<b>\$140,000</b>

### **City Contingency for Additional Services Not Covered Under Basic Services**

A City Contingency is included in the Agreement to compensate the Architect for any Additional Services (those beyond Basic Services) that it performs. The Architect must obtain written approval in advance from the City before making any expenditures on additional services and requesting payment for such from the City.

<b><u>Contingency</u></b>	<b><u>Amount</u></b>
Authorization of Additional Services #1 – Additional Site Analysis	\$46,000
Authorization of Additional Services #2 – Additional Conceptual Design Exploration	\$76,000
Other Additional Services Not Covered Under Basic Services	\$68,098
<b>Total City Contingency for Additional Services Not Covered Under Basic Services</b>	<b>\$190,098</b>

### **Not-to-Exceed Total Compensation**

The not-to-exceed Total Compensation of the Agreement is composed of fees for basic services and associated expenses; an allowance for materials, designs, and renderings not covered under basic services; and a City contingency for additional services not covered under basic services, as illustrated below.

<b>Fees for Basic Services and Associated Expenses</b>	<b>\$2,926,950</b>
<b>Allowance for Materials, Designs, and Renderings Not Covered Under Basic Services</b>	<b>\$140,000</b>
<b>City Contingency for Additional Services Not Covered Under Basic Services</b>	<b>\$190,098</b>
<b>TOTAL COMPENSATION</b>	<b>\$3,257,048</b>