

FIRST AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

JOHNSON FAVARO ARCHITECTS

(Architectural and Engineering Design Services for Main Library)

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“First Amendment”) is made and entered into this _____ day of _____, 2018, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and JOHNSON FAVARO ARCHITECTS, a California professional partnership (“Consultant”), with respect to the following:

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement dated June 5, 2017 (“Agreement”); and

WHEREAS, the City has been satisfied with Consultant’s performance under the Agreement and desires to have Consultant continue providing the services referenced in that Agreement; and

WHEREAS, the City and Consultant have agreed to additional design services and an increase in compensation for the additional services.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 1, Scope of Services, is hereby amended to add the additional design services set out in Exhibit “A-1,” attached hereto and incorporated herein by reference.

2. Section 3, Compensation/Payment is hereby amended to increase the compensation by an additional Three Hundred Forty-Two Thousand Six Hundred Dollars (\$342,600), as shown in Exhibit “B-1,” attached hereto and incorporated herein by reference, plus a 6.269 percent contingency in the amount of One Hundred Twenty-Nine Thousand Six Hundred Thirty Dollars (\$129,630) for a total not to exceed contract amount of Two Million One Hundred Ninety-Seven Thousand Two Hundred Thirty Dollars (\$2,197,230).


3. All other terms and conditions of the Agreement between the parties which are not inconsistent with the terms of this First Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

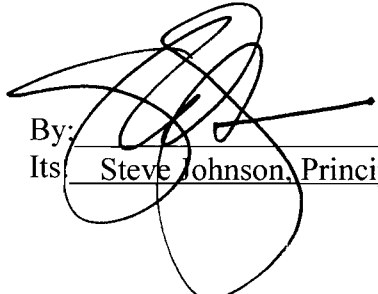
CITY OF RIVERSIDE,
a California charter city and municipal
corporation

JOHNSON FAVARO,
a California professional partnership

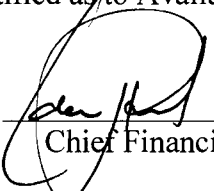
By: _____
City Manager

By: 
Its: Jim Favaro, Principal

Attest: _____
Colleen J. Nicol
City Clerk

By: 
Its: Steve Johnson, Principal

Certified as to Availability of Funds:

By: 
Chief Financial Officer

Approved as to Form:

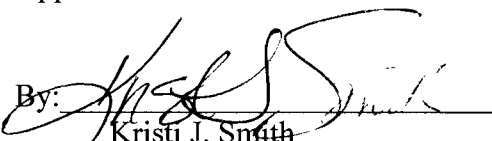
By: 
Kristi J. Smith
Chief Assistant City Attorney

EXHIBIT "A-1"

SCOPE OF SERVICES



August 4, 2017 (Rev Aug 11.17)

Mr. Carl Carey
General Services Director
City of Riverside
3900 Main Street
Riverside, CA 92522

PROJECT: RIVERSIDE MAIN LIBRARY 3-STORY OPTION ADDITIONAL SERVICES

Carl,

The following describes the scope of work of the additional services requested by the City of Riverside (Owner) to be provided by Johnson Favaro (Consultant) for the Riverside Main Library three story option as well as fees in compensation for the provision of such services.

ADDITIONAL PROJECT SCOPE

Our existing agreement with the Owner consists of services associated with the design of a 35,000 SF two story library with a \$22.5M construction budget. This agreement stipulates additional services and fees associated with a three story 35,000 SF library with a 4,000 SF Local History Archive, ground floor open-air public arcade and a second floor public terrace. The revised project budget has been identified as \$35.9M the scope of additional design and engineering services associated with the increased project scope include (but are not limited to):

- Structural design of three elevated floors in place of two elevated floors
- Structural design of 2nd floor (platform) concrete long span structure (to support 2-story library above) 36 FT above grade
- Structural design of dropped beams, slabs and wells to accommodate 2nd floor terrace with landscape and trees
- Structural design of poured-in-place gravity supporting and seismic resisting piers from ground floor to 2nd floor (platform)
- Structural design of transition from concrete structure of platform to steel structure of two story library above
- Foundation design of piers in three-story option in place of conventional footings of two story library
- High level environmental controls for the 4,000 SF local history archive

- Additional HVAC, electrical and plumbing supply and return trunk lines, ducts, pipes and conduits from grade to platform level
- Utility infrastructure for community events, food and beverage services at ground floor
- Lighting and digital technology design at open air arcade and other outdoor public spaces at the ground floor
- Additional stairs and elevators from grade to 36FT above grade
- Exterior materials, finishes of the platform piers and library components at-grade in the three-story option that are not a part of the two-story option
- Materials, finishes, site drainage and landscape at grade level below 2-story library above
- Additional cost estimation scope of a three story option not required of a two story option
- Code and specification analysis and documentation associated with a three story option not required of a two story option
- Additional views of the ground floor outdoor spaces provided in the three-story option
- Architectural coordination of the following disciplines: structural, MEP, lighting, digital technology, code consultation, specification writer, cost estimator
- See also proposals from our subconsultants for additional detail.

ADDITIONAL DESIGN SERVICES

The Consultant as Architect-of-Record will manage and coordinate all design and document preparation tasks through the phases identified below. The Consultant shall provide the services of external sub-consultants or professional expertise from its own staff in the following disciplines:

- Architecture
- Structural Engineering
- Mechanical, Electrical & Plumbing Engineering
- Lighting Design
- Code Consultation
- Specification Writing
- Cost Estimating
- CGI Rendering

EXHIBIT "B-1"
COMPENSATION

Based on the Scope of Work and Services defined above, Johnson Favaro and its consulting team propose a Professional Services Fee, of: **Three hundred and forty-two thousand and six hundred dollars (\$342,600)**. The fee will be billed monthly in proportion to the work completed.

PROFESSIONAL BASIC SERVICES FEES

<u>Discipline</u>	<u>Firm</u>	<u>Fee</u>
Architecture	Johnson Favaro	\$165,000
Cost Planning	MGAC	12,600
Structural Engineering	Englekirk Institutional	65,000
MEP/Digital/Electronic Technology	Interface Engineering	85,000
Lighting	Dark Horse Lightworks	15,000
Total:		\$342,600

JOHNSON FAVARO FEES

<u>Phase</u>	<u>Principal</u>		<u>Staff</u>		<u>Fees by Phase</u>
	<u>Hours</u>	<u>Fee</u>	<u>Hours</u>	<u>Fee</u>	
Pre-design	18	\$5,040	42	\$7,560	\$12,600
Schematic design	36	10,080	84	15,120	25,200
Design development	36	10,080	130	23,400	33,480
Construction documents	48	13,440	196	35,280	48,720
Permit	2	560	20	3,600	4,160
Bid	4	1,120	16	2,880	4,000
Construction administration	18	5,040	156	28,080	33,000
Post occupancy	6	1,680	12	2,160	3,840
					\$165,000