

FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT

CANNON/PARKIN, INC. dba CANNONDESIGN

**Architectural Design Services for the New City of Riverside
SPC Jesus S. Duran Eastside Library – Phase 2 – Schematic Design**

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“First Amendment”) is made and entered into this _____ day of _____, 2023, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), CANNON/PARKIN, INC., a California corporation, doing business as CANONDESIGN (“Consultant”), with respect to the following facts:

RECITALS

WHEREAS, on December 14, 2020, City and Cannon/Parkin, Inc. dba CannonDesign., entered into that certain Professional Consultant Services Agreement, in conjunction with Architectural Design Services for the New City of Riverside SPC Jesus S. Duran Eastside Library – Phase 1 – RFP No. 1934 (“Agreement”), in the amount of Ninety-Four Thousand Five Hundred Dollars (\$94,500.00); and

WHEREAS, the City and Consultant desire to amend the Agreement to add the Phase II Design services in the amount not to exceed One Million Six Hundred Thousand Dollars (\$1,600,000.00); and

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Consultant agree as follows:

1. Term. The term of the Agreement is extended by five (5) additional years expiring on July 1, 2028.

2. Scope of Services. For the extended term of the Agreement, Consultant shall perform the additional Phase II Schematic Design through Construction Administration as more particularly described in Exhibit “A-1,” attached hereto and incorporated herein by this reference.

3. Compensation/Payment. For period of the extended term of the Agreement, from Section 3, “Compensation/Payment,” is hereby amended by increasing the contract in an amount not to exceed One Million Six Hundred Thousand Dollars (\$1,600,000.00) for the additional Services, as set forth in Exhibit “B-1,” attached hereto and incorporated herein by reference, for a new total contract amount of One Million Six Hundred Ninety-Four Thousand Five Hundred Dollars (\$1,694,500).

4. 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.

[signatures on next page]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____

City Manager

Attest: _____

City Clerk

Certified as to Availability of Funds:

By: 

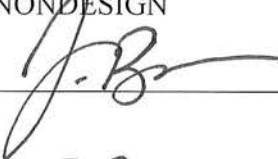
for Chief Financial Officer

Approved as to Form:

By: 

Ruthann M. Salera
Deputy City Attorney

CANNON/PARKIN, Inc.,
a California corporation doing business as
CANNONDESIGN

By: 

J. Brandon Decker

Printed Name

Principal - Office Practice Leader

Title

By: 

Gregory K. Bennett

Printed Name

Sr. Vice President - Business Practice Leader

Title

Exhibit A-1
Scope of Services

CANNONDESIGN

March 22, 2023 (Revised)

Mr. Jorge L. Villanueva
Senior Project Manager, MBA
City of Riverside
General Services Department
Capital Projects Division
8095 Lincoln Avenue, Riverside CA 92504

Re: **City of Riverside**
SPC JESUS S. DURAN EASTSIDE LIBRARY
CannonDesign Project No. 006455.00

Dear Jorge:

CannonDesign is pleased to present this proposal for SPC Jesus S. Duran Eastside Library. This letter and the attached exhibits outline our understanding of the project, the scope for professional design services, the project schedule, inclusions, exclusions, and fee. We look forward with great enthusiasm to working with the City to move this exciting project forward.

Project Understanding

The following represents CannonDesign's understanding of the project:

The new SPC Jesus S. Duran Eastside Library is proposed to be located within the City's Bobby Bonds Park. The new building will be approximately 15,000 square feet in size. Library parking will be provided from the existing park (shared parking). The project will include a new approximately 15,000sf shaded multipurpose meeting area. Create a lighted pedestrian pathway from parking area to the new library. Construction Cost is anticipated to be \$15,000,000.

The Project consist of two Phases: Phase 1: Programming and Conceptual Design that has been completed; and Phase 2: Schematic Design through Construction Administration.

Scope of Services

Based upon the above project understanding, CannonDesign will provide professional A/E Services including the following disciplines:

CONTRACT SERVICES

Architecture

CannonDesign

Civil Engineering	Armstrong and Brooks
Landscape	GroundLevel
Structural Engineering	CannonDesign
Mechanical Engineering	CannonDesign
Electrical Engineering	CannonDesign
Plumbing Engineering	CannonDesign
Acoustical	CSDA Design Group
FF&E	CannonDesign

Scope of Work

CannonDesign will provide the tasks and deliverables outlined in the following phases of work:

PHASE 1: *Programming and Conceptual Design – Completed*

PHASE 2: *Schematic Design through Construction Administration:*

Schematic Design Phase

Based on the approved Conceptual Design, Program, Budget, and establishment of the Project Understanding, CannonDesign will provide Schematic Design services and documents.

During this phase the basic plans, appearance, form, and character of the project will be established as design solutions are developed. The CannonDesign team will proceed with the Schematic Design phase consistent with the approved space program and project goals.

- Presentation to City Council and Meetings with user groups – a total of five (5) virtual and/or in person meetings included.
- Develop design concept.
- Prepare Schematic Design Documents in accordance with Attachment B, Deliverables List.
- Prepare engineering system narratives.
- Provide statement of probable construction cost.
- Submit and Present Schematic Design documents for City of Riverside approval.
- Provide Site Survey (boundary, topographic and utility).
- Develop furniture test-fits per space-type per User requests and provide list of recommended new furnishings: by room type.
- Conduct an environmental noise study to provide exterior facade recommendations.

Design Development Phase

Based upon the approved Schematic Design and any adjustments in the scope or quality of the Project or in the construction budget authorized by the City of Riverside, CannonDesign will provide Design Development tasks and documentation.

In this phase, drawings and other documents including two (2) exterior and one (1) interior digital perspective drawings (generated from Revit, not photorealistic) will be prepared in sufficient detail to describe the size and character of the project and architectural, interior design, structural, mechanical, and electrical systems.

- Meetings with and presentations to user groups and the City of Riverside's representatives – five (5) virtual or in person meetings; including presentations and one in person meeting with City's Development Design Team included.
- Develop project design components, including typical systems and construction standards, details, and finishes.
- Present colors, materials and finishes including outline specifications for proposed design elements and features.
- Engineering interface with local utility company and public authorities.
- Develop structural, mechanical, and electrical engineering concepts. Meet with Building Safety staff for MEP requirements.
- Update the statement of probable construction cost by CannonDesign.
- Present (or submit) Design Development documents for City of Riverside approval.
- Develop furniture plans with generic tags indicating furniture item type to baseline specification.
- Provide architectural noise control recommendations, such as for demising walls, floor-ceiling assemblies, impact noise and entry doors. Provide specialized acoustical details as needed.
- Provide MEP noise reduction guidelines.

Construction Documents Phase

Based upon the approved Design Development documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City of Riverside, construction documents will be prepared in sufficient detail to communicate the scope and intent of the Project for construction by City qualified contractor(s). CannonDesign internal quality controls procedures will be followed, and final QA/QC review will occur in this phase.

- Three (3) Meetings with City of Riverside representatives are included.
- Prepare construction documents for architectural and engineering aspects of the project.
- Review the project documents with City of Riverside code officials – Three (3) meetings with Code Officials are included.
- Update and finalize specifications including Division One and general project conditions.
- Establish / confirm bidding procedures (see Project Delivery Method section below).

- Submit construction documents for City of Riverside (AHJ) approval.
- Code required signage. Design to coordinate with interior finish palette.
- Design of Library book stack signage to include changeable message inserts and coordinate with interior finish palette.
- Design of exterior building-mounted letters to coordinate with exterior façade and finish palette.
- Includes design for bringing utilities from the street into new Library along the project frontage.
- Code required lighting.
- Infrastructure and cabling for Telecommunication Systems including wireless access point placement.
- Infrastructure for Security System (video surveillance cameras, access control system, intrusion detection) and equipment selection.
- Fire Protection (Fire Sprinkler system and Fire Alarm) initial design is included. Final design as part of Deferred Approval items prepared by the Contractor.
- Finalize furniture plans showing placement of all furniture, identifying each with a unique keying code per specifications.

Note: Meetings can be used at any phase of the design process interchangeably. Meetings that exceed the quantities in the proposal are an additional service. The interchangeability applies to design phase meetings only and excludes meetings that are planned as part of the Construction Administration period of service.

Agency Review

During this phase CannonDesign will submit Construction Documents to the City of Riverside for plan review

- Incorporate plan review comments into Drawings and Specification
- Obtain Plan Approval

Note: Copy reproduction of plans for Building Safety Department submittals shall be the City's responsibility.

Bidding Phase

During this phase CannonDesign will assist City of Riverside in the identification, review, and analysis of the qualifications of contractors to bid on the project and on the responsiveness of contractor proposals to the project requirements.

- Review and respond to bidding questions and provide clarification to the construction documents through issuance of addenda.
- Attend the pre-bid conference and provide appropriate information and advice to prospective bidders and contractors.

- Review alternates and substitutions, proposed by the bidders, if the construction documents permit alternates and substitutions.
- Assist the City of Riverside in negotiations with bidders and contractors, if requested.

Construction Administration

CannonDesign will advise and consult with the City of Riverside during the Construction Phase and, upon selection of the contractor, provide administration services as set forth in the Agreement. The following activities constitute this phase:

- Meetings:
 - Attendance at Pre-construction conference
 - On-site project meetings, bi-weekly for a total of 12-months
 - Virtual project meetings, bi-weekly for a total of 12-months
 - Contractor shall take meeting minutes, distribute, and manage such documents.
- On-site project observation
 - CannonDesign has estimated 16-hours per week for Construction Administration services. Should additional time be necessary, additional compensation may be requested if necessary and justified.
- Review Contractor's Submittals.
- Respond to properly prepared Requests for Information.
- Issue supplemental drawings and bulletins.
- Review Contractor's Payment Applications.
- Issue Field Observation Reports.
- Review Contractor Change Proposals.
- Participate in one (1) on-site review for Substantial Completion.
- Participate in one (1) on-site review for Final Completion.
- Assist in review of Contractor's closeout submittals.
- Furniture scope - Owner issues Purchase Orders and sends to furniture dealers as required. CannonDesign to create and maintain order tracking log and review related shop drawings and submittals. Two (2) on-site progress field visits and one (1) site visit for punch walk.

Project Delivery Method

Design-Bid-Build - Single Prime contractor.

Schedule

CannonDesign proposes the following schedule for the design and construction phases of the project. The fees proposed are based on this schedule with a project start in second quarter of 2023.

Phase	Duration
<ul style="list-style-type: none"> ▪ Phase 2: <ul style="list-style-type: none"> ○ Schematic Design ○ Design Development Phase ○ Construction Documents Phase ○ Agency Review ○ Bidding ○ Construction Administration 	<ul style="list-style-type: none"> 8-weeks 10-weeks 12-weeks 16-weeks 8-weeks 52-weeks

Note: If the identified durations are extended, additional services shall be authorized using CannonDesign's billing rates, stated in Attachment A: Hourly Rate Schedule.

Owner Responsibilities

The City of Riverside will provide the following services and information that CannonDesign may rely upon in performing its services under the Agreement:

- The City of Riverside will appoint a representative to act on its behalf with respect to the project, and to provide written direction to CannonDesign
- The City of Riverside will render timely decisions in writing when so requested by CannonDesign on matters pertaining to the progress of the work. The City of Riverside's authorized representative will review, provide comments, and provide written approval of milestone submittals provided by CannonDesign at each phase.
- The City of Riverside will furnish data, drawings, program, and other information as required for CannonDesign to perform its services, including, but not limited to Geotechnical Report, Hazardous Materials Survey, Tree Survey, and a written Program which sets forth the space requirements for the project.
- The City of Riverside will be responsible for demolition and removal of existing buildings and improvements as required for construction of the new library and related site improvements.
- The City of Riverside will establish a periodically update a budget for the project including the construction cost, the Owner's other costs, and reasonable contingencies related to all of these costs.
- The City of Riverside will furnish tests, inspections and reports required by law or the contract documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- The City of Riverside will furnish its own legal, insurance and accounting services, including auditing services, that may be reasonably necessary for the Project to meet the Owner's needs and interests.
- The City of Riverside will furnish the services of consultants reasonably required for the project other than those designated in this proposal or will authorize CannonDesign to furnish them as an additional service.
- The City of Riverside shall provide under a separate contract Deputy Inspection Services for the project completion.

Compensation

PHASE 2: Schematic Design through Construction Administration:

Cannon Design proposes compensation for the **PHASE 2 –Scope** of professional Architectural/Engineering services outlined herein, for a total lump sum fee in the amount of **One-million and six-hundred thousand Dollars (\$1,600,000)**. The Fee is inclusive of sub-consultant costs. The fee will be billed monthly based on the percent completion of the work.

The proposed fee is broken down per phase as follows:

Project Phase	Architectural / Engineering Fees
Schematic Design	\$ 279,267
Design Development	\$ 397,811
Contract Documents	\$ 477,374
Agency Review	\$ 47,737
Bidding	\$ 31,825
Construction Administration	\$ 365,986
Total Fee	\$ 1,600,000

The proposed fees are reflecting Phase 2 Schedule and are valid for the noted duration. This proposal is based on sequential phases of work that occur without interruption. No fast-tracking is anticipated.

CannonDesign’s billing rates, applicable to additional services are stated in Attachment A: Hourly Rate Schedule.

Additional Services / Excluded Services

The services listed below as additional services are services that may be needed for this project and can be provided by CannonDesign or our consultants. Fees for these services are excluded from this proposal. Upon the request of City of Riverside, CannonDesign will provide a proposal to perform these additional services:

- Specialty Lighting Design
- Measured drawings of existing conditions
- Design modifications resulted from project delays or changes in market conditions.
- Life cycle cost analysis
- Existing Building Upgrades or Demolition
- Wayfinding + Signage and peripheral infrastructure – Code compliancy signage is provided.
- Professional models, animations, or fly-throughs.
- Data network electronics and wireless network electronics design.
- Sustainability (LEED, WELL, etc.) documentation and/or certification.

- Commissioning Services. The City shall provide as required.
- Entitlement services/approvals.
- Services required by extension of Schedule, outlined in this Proposal, change in scope, including, but not limited to, size, quality, complexity, budget, or procurement method.
- Revisions required due to changes in codes, laws, or regulations.
- Engineering services and specialty consultant services, other than as specified in this proposal.
- Multiple bid packages
- Additional site observation services beyond what is noted in this proposal.
- On-site project representation beyond what is noted in this proposal.
- Record Drawings at completion of construction based on Contractor As-Builts

The services listed below are excluded:

- Geotechnical services
- Services related to identification or abatement of hazardous materials.
- Services relating to on-site safety.

Terms and Conditions

The services proposed herein are per the terms and conditions of the City of Riverside's PROFESSIONAL CONSULTANT SERVICES AGREEMENT, provided in the RFP with potential adjustments, if necessary.

Compliance Provisions

All parties to the Agreement agree to comply with all applicable laws, including the Anti-Bribery and Anti-Corruption laws, of every government entity having jurisdiction in this matter, as well as the Foreign Corrupt Practices Act (FCPA) of the United States. If a party becomes aware of any governmental restriction pertaining to direct or indirect government contact or on any of its services performed by or for any party hereunder, it shall immediately notify CannonDesign of those restrictions so as to ensure that neither party unintentionally violates or breaches any government regulation related to this contracted matter.

CannonDesign will provide access to the City, CannonDesign's Code of Conduct and will provide full access to the client to utilize its EthicsLine to report to CannonDesign any suspected violation of law or Policy during the course of its services.

We thank you again for this opportunity and look forward to getting started!