

FIRST AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

PAGE & TURNBULL, INC.

[Architectural Design Services]

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 PAGE & TURNBULL, INC., a California corporation ("Consultant"), with respect to the following:

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement dated October 30, 2017 ("Agreement") for Architectural Design Services in conjunction with Cheech Marin Center for Chicano Art located at 3581 Mission Inn Avenue ("Project").

WHEREAS, pursuant to the Agreement, Consultant was to provide services for Phase 1 of the Project.

WHEREAS, the City has been satisfied with Consultant's performance under the Agreement and desires to have Consultant continue providing services for Phase 2 of the Project; and

WHEREAS, the City and Consultant desire to extend the term of the Agreement to December 31, 2021 for additional design services in the amount of One Million, Three Hundred Thirty-Five Thousand, One Hundred Eighty Dollars (\$1,335,180) for a revised total contract amount of One Million, Four Hundred Thirty-Five Thousand, One Hundred Eighty Dollars. (\$1, 435,180) with a 10% design contingency in the amount of One Hundred Forty-Three Thousand, Five Hundred Eighteen Dollars (\$143,518), for a total not to exceed the amount of by One Million, Five Hundred Seventy-Eight Thousand, Six Hundred Ninety-Eight Dollars (\$1,578,698).

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 amended to include the Services described in Exhibit "A-1" attached hereto and incorporated herein.

2. Section 2, Term, is hereby amended to extend the term of the Agreement to December 31, 2021.

3. Section 3, Compensation/Payment, is amended to increase the compensation by One Million, Three Hundred Thirty-Five Thousand, One Hundred Eighty Dollars (\$1,335,180) for a revised total contract amount of One Million, Four Hundred Thirty-Five Thousand, One Hundred Eighty Dollars (\$1,435,180). With a 10% design contingency in the amount of One Hundred Forty-Three Thousand Five Hundred Eighteen Dollars (\$143,518), for a total not to exceed the amount of One Million, Five Hundred Seventy-Eight Thousand, Six Hundred Ninety-Eight Dollars (\$1,578,698) payable in accordance with Exhibit "B-1" attached hereto and incorporated herein.

4. Section 8, Personnel is amended to include Exhibit "C-1," attached hereto and incorporated herein.

5. 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 FOLLOWING PAGE.]

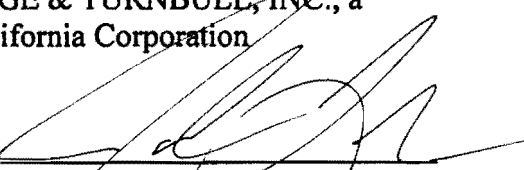
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: _____
City Manager

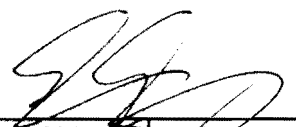
Attest: _____
Colleen J. Nicol
City Clerk

PAGE & TURNBULL, INC., a
California Corporation

By: 
Its: John D. Lesak
Principal / Vice-President

By: _____
Its: _____

Certified as to Availability of Funds:

By: 
Chief Financial Officer

APPROVED AS TO FORM:


By: 
Ruthann M. Salera
Deputy City Attorney

EXHIBIT "A-1"
SCOPE OF SERVICES

EXHIBIT A – PHASE II SCOPE OF SERVICES

INITIAL INFORMATION

The Project

The Project consists of the adaptive reuse of the Riverside Main Library building as The Cheech Marin Center for Chicano Art, Culture, and Industry (The Cheech). The building is located in Riverside. The City of Riverside anticipates the Main Library will be moving from its current location at 3581 Mission Inn Avenue into a newly constructed facility at 3911 University Avenue. To become The Cheech, the existing, historically-designated building requires upgrading of mechanical, electrical, and plumbing systems; as well as, rehabilitating the building interior to accommodate galleries, art storage, a café, administrative offices, classrooms, artists in residence and a store. The Project work is limited to the building only, no site or landscaping work is included.

Previously Completed Services

The Page & Turnbull led Design Team completed Phase I – Concept Design of the Project in 2018.

Phase I included:

- Conditions and Program Assessment;
- Community Meetings and Stakeholder meetings;
- Presentation to City Council;
- Presentation to Riverside Art Museum Board of Directors;
- Conceptual Design and Renderings;
- Cost Estimate;
- Project Schedule.

Phase II is based on the following documents that were produced during Phase I:

- Conceptual Design and Renderings, dated February 12, 2018: Exhibit A – Attachment 1
- Conceptual Cost Estimate, dated August 30, 2018: Exhibit A – Attachment 2
- Project Schedule, dated August 8, 2018: Exhibit A – Attachment 3

Project Roles

The building is owned by the City of Riverside and will be used by the Riverside Art Museum (RAM). The Project Team consists of the following organizations:

OWNER TEAM:

- Owner: City of Riverside
- Owner's Representative / Director / Senior Project Manager: Riverside General Services Department
- User: Riverside Art Museum
- Art Collector/Benefactor: Richard "Cheech" Marin.

DESIGN TEAM (refer to Exhibit C for Key Staff)

- Executive Architect / Architect: Page & Turnbull, Inc.
- Design Architect: wHY
- Mechanical, Electrical, Plumbing, Fire and Life Safety Engineering: Design West Engineering
- Structural Engineer: Structural Focus
- Cost Estimating: Searock Stafford Construction Management

SCOPE OF BASIC SERVICES

General

Page & Turnbull's Basic Services consist of those described in this Article and include usual and customary architectural services, and structural, mechanical, electrical, lighting and plumbing engineering services. All other services are Additional Services.

Page & Turnbull shall manage Basic Services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

Page & Turnbull shall coordinate its services with those services provided by the Owner and the Owner's consultants. Page & Turnbull shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. Page & Turnbull shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

Page & Turnbull and/or our consultants shall, at appropriate times, coordinate with the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Page & Turnbull shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services to obtain design approvals.

Page & Turnbull and/or our consultants shall assist the Owner in connection with Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Preparation of construction drawings and project specification shall be the responsibility of the Architect.

Basic Services Phase II are broken down into the following phases: Schematic Design, Design Development, Construction Documents, Bidding and Negotiation, Permit Documents, and Construction Administration. Tasks associated with these phases are described below.

Schematic Design Phase

- SD.1. Additional building investigation. Investigation will include a site visit to confirm critical dimensions, access, and egress. Site visit will be used to reassess existing structural, mechanical, electrical, and plumbing systems. We will need unrestricted access to the building and site.
- SD.2. Confirmation of the Phase 1 Program, including confirmation of space requirements and relationships.
- SD.3. Development of the conceptual Design, including architectural, structural, mechanical, electrical, and plumbing components.
- SD.4. Code analysis.
- SD.5. Identification of issues requiring Owner decisions.
- SD.6. Identification of requirements for City Approvals.
- SD.7. Preparation of Schematic Design Drawings, including: a Site Plan, floor plans, sections, and elevations. The drawings may include some combination of 3-dimensional models, perspective sketches, or digital modeling.
- SD.8. Preparation of Outline Specifications, including product data sheets for major system components and identifying the selection of major building materials.
- SD.9. Attendance at project team meetings. Basic Services include five (5) in person meetings:
 - i. Project Kick-off meeting,
 - ii. 50% SD meeting,
 - iii. 100% SD meeting,
 - iv. Meeting to review client comments,
 - v. Scope and budget reconciliation meeting.
- SD.10. Attendance at project presentations. Basic services include three (3) project presentations, which include preparation of support materials and presentation of the project. Presentations include a "working" meeting and proposed project presentation with the Cultural Heritage Board, and a project update to the RAM Board of Directors.
- SD.11. Preparation of a Schematic Design Cost Estimate

Schematic Design Deliverables

Schematic Design Deliverables include:

- 50% SD Documents
- 100% SD Documents
- Project presentation support materials, including one 3D rendering of proposed design
- Meeting agendas and minutes
- Presentation to RAM Board of Directors

- Schematic Design cost estimate
- Project schedule updates (as required)

Design Development Phase

- DD.1. Development of the Schematic Design, including architectural, structural, mechanical, electrical (including lighting), and plumbing components.
- DD.2. Meeting with City of Riverside Building Department.
- DD.3. Preparation of Design Development Drawings including: Site Plan, floor plans, roof plan, exterior elevations, enlarged floor plans and interior elevations (including ticketing desk/area, Art-in-Residence studio, classrooms, other key areas), building sections, exterior signage, and critical details.
- DD.4. Preparation of Design Development level specifications in CSI format
- DD.5. Client Meetings: Basic Services includes 3 in-person meetings:
 - i. 50% DD meeting,
 - ii. 100% DD meeting,
 - iii. Client comment review meeting,
 - iv. Working meeting to reconcile budget and scope.
- DD.6. Review and written response to Client Comments.
- DD.7. Presentation to RAM Board of Directors.
- DD.8. Update of the Schematic Design Cost Estimate

Design Development Phase Deliverables

Design Development includes:

- Project schedule, updated.
- 50% DD Documents
- 100% DD Documents
- Meeting Agendas and Minutes
- Presentation to RAM Board of Directors
- Cost Estimate

Construction Documents Phase

- CD.1. Preparation of Construction Document (CD) Drawings. CD drawings, size 30x40-inches will be issued at 50%, 75%, 90%, and 100%. The 90% CD set will be used for plan check. The 100% CD set will incorporate plan check comments and be used for bidding the project.
- CD.2. Preparation of specifications in CSI format. Note that our Basic Services does not include preparation of Division 1 specifications, it is assumed these will be prepared by the Client.

- CD.3. Client Meetings: Proposal includes 2 meetings: 50% CD meeting, and 90% CD meeting.
- CD.4. Permitting: Page & Turnbull will address plan check comments sufficient to receive final approval from the Building and Safety Department and provide the City with construction drawings, calculations and project specifications necessary to pull a permit for the project.
- CD.5. Review and addressing of Client Comments.
- CD.6. Presentation to RAM Board of Directors.
- CD.7. Presentation to City Council.
- CD.8. Update of the Design Development Cost Estimate at 50% CDs.

Construction Documents Phase Deliverables

- Project schedule, updated.
- 50% CD Documents. Note that all drawings submittals will be on 30-inch by 40-inch sheets.
- 75% CD Documents
- 90% CD Documents to be used for first Plan Check submittal with the Building and Safety Department.
- Presentation support materials
- Written plan check comment response and revised drawings, as required.
- 100% CD drawings and Project Specifications for bid procurement phase.
- Meeting Agendas and Minutes.
- Cost Estimate.

Bidding and Negotiation Phase

Page & Turnbull will assist the Client with obtaining bids for the Project. Our Basic Services include the following tasks:

- BN.1. Review bid materials: Page & Turnbull review and edit an Invitation to Bid, Bidder Instructions, Bid Form and associated "Front End" materials prepared by the client.
- BN.2. Pre-Bid Meeting: Page & Turnbull will participate in a pre-bid walk-through with invited contractors.
- BN.3. Contract drawings and project specifications: Page &
- BN.4. Bidder Questions: Page & Turnbull will respond to bidder questions related to the project in written form.
- BN.5. Addenda: If required, Page & Turnbull will prepare addenda to clarify the scope of the project.

BN.6. Coordination: Page & Turnbull will coordinate Bidding, Negotiation, and Permitting subtasks with the Structural Engineer, Electrical Engineer, the Property Manager, Owner, and other design professionals.

Bidding & Negotiation Phase Deliverables

- Red-lines and/or written comments of bid materials
- Bid materials (digital copy).
- Pre-bid meeting minutes (sent digitally).
- Bid Addenda, as required (sent digitally)

CONSTRUCTION ADMINISTRATION PHASE

The Construction Administration Phase consists of the following subtasks:

- CA.1. Kick-off Meeting:** Design Team will attend a kick-off meeting.
- CA.2. Owner, Architect, and Contractor (OAC) Meetings:** Page & Turnbull will attend weekly progress meetings. Following the meeting, we will “walk” the project with the contractor to observe the progress of the work. Page & Turnbull will review the Contractor's payment applications as part of the OAC meeting preparation. Other members of the Design Team will attend OAC meetings as required.
- CA.3. Site Visits:** In addition to OAC meetings, periodically visit the site to observe the progress of work, review samples / mock-ups, or answer contractor questions related to a specific field condition. We will issue a field report for each site visit.
- CA.4. RFIs:** Respond to Requests for Information.
- CA.5. Submittals:** Page & Turnbull will review project submittals, including product data, shop drawings, calculations, and samples (2 reviews maximum per submittal).
- CA.6. Final review / punch list:** As the Contractor completes portions of the work, Page & Turnbull will visit the site and perform a punch list walk-through with the Contractor and Client. Items to be completed will be documented in written and photographic format and distribute digitally.

Deliverables

Construction Administration Phase deliverables include:

- Written response to OAC minutes (prepared by General Contractor)
- Certificate for payment review comments
- Response to submittals
- Response to RFIs
- Punchlist

ADDITIONAL SERVICES

Additional Services – Project Team

The following design services are not included in Basic Services but may be required for the Project. The consultants performing these services would contract directly with the Client.

- AS1.1. Hazardous materials abatement
- AS1.2. Civil engineering
- AS1.3. Landscape design
- AS1.4. As-constructed Record Drawings
- AS1.5. Tenant-related services
- AS1.6. Security evaluation and planning
- AS1.7. Commissioning
- AS1.8. LEED Certification
- AS1.9. Exhibit Design
- AS1.10. Audio/Visual System Design
- AS1.11. Furniture, Furnishings, and Equipment Design

ASSUMPTIONS & EXCLUSIONS

1. All deliverables will be provided in digital format unless noted otherwise. The Owner will pay for printing of Owner requested and/or required documents.
2. The following are not included in Page & Turnbull's and our subconsultant's proposed services:
 - Identification of hazardous materials or design of hazardous material remediation.
 - Geologic/soils testing or soils engineering.
 - Surveying.
 - Civil Engineering.
 - Hydrology/drainage calculations.
 - Contractor assistance for inspection openings, sample removal, difficult access, temporary lighting, etc.
 - Services pertaining to street improvements.
 - Services pertaining to utility infrastructure
 - Preparation of financial incentive applications.
 - Attendance or presentation at public meetings (other than as already identified above).
 - Permit fees.

EXHIBIT "B-1"
COMPENSATION

EXHIBIT B – COMPENSATION

BASIC SERVICES

Compensation for the Basic Scope of Services described in Exhibit A, is based upon 8.75 percent of the estimated base construction cost (\$14,663,800.00) plus selected add alternate construction costs for the building (\$595,400.00)¹, as listed in the *Phase 1 Basis of Design Conceptual Estimate for the Cheech Marin Center*, dated August 30, 2018. Owner shall compensate Page & Turnbull on a percent complete basis for a total additional fee of \$1,335,180.00.

Compensation distribution for each phase of Basic Services is as follows:

Schematic Design	\$226,725.00
Design Development.....	\$252,670.00
Construction Documents	\$427,765.00
Bidding & Negotiation	\$38,910.00
Construction Administration	<u>\$389,110.00</u>
Total	\$1,335,180.00

Reimbursable expenses are included in the amounts listed above.

KEY STAFF HOURLY RATES

Other additional services not specifically outlined above will be billed on a time and materials basis at the following rates:

Page & Turnbull

John D. Lesak, Principal / Architect	\$225.00 per hour
Elisa Skaggs, Project Manager	\$150.00 per hour
Lindsey Miller, Associate / Architect	\$125.00 per hour
Designer	\$100.00 per hour

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Kulapat Yanrasast, Creative Director.....	\$325.00 per hour
Gregory Fisher, Design Director	\$265.00 per hour
Chung Eun Kim, Designer.....	\$185.00 per hour

¹ The following three add alternates are excluded: brick cleaning, loading dock enhancements, and the second floor office fit out.

Paulina Bouyer Magana, Project Manager	\$155.00 per hour
Junior Designer	\$85.00 per hour

Structural Focus

David Cocke, Managing Principal	\$220.00 per hour
Russell Kehl, Principal (Project Manager)	\$200.00 per hour
Jonathan Lehmer, Design Engineer	\$145.00 per hour
Associate.....	\$190.00 per hour
Project Engineer.....	\$170.00 per hour
Structural Designer	\$125.00 per hour
Intern Designer.....	\$80.00 per hour
CAD Specialist	\$80.00 per hour
Administration / Clerical	\$40.00 per hour

Design West

Principal Engineering	\$215.00 per hour
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Mechanical & Plumbing Engineering

Senior Engineer, Mechanical	\$195.00 per hour
Mechanical/Plumbing Project Manager	\$150.00 per hour
Mechanical/Plumbing Designer	\$155.00 per hour
Mechanical/Plumbing CAD Draftsperson.....	\$95.00 per hour

Electrical Engineering

Senior Engineer, Electrical	\$195.00 per hour
Electrical Project Manager	\$150.00 per hour
Electrical Designer	\$115.00 per hour
Electrical CAD Draftsperson	\$95.00 per hour

Fire Protection Engineering

Senior Engineer, Mechanical	\$160.00 per hour
Fire Protection Project Manager	\$125.00 per hour
Fire Protection Designer	\$95.00 per hour
Clerical Support.....	\$75.00 per hour

Searock + Stafford Construction Management (SSCM)

Jeff Searock, Principal	\$200.00 per hour
Sr. Project Manager	\$175.00 per hour
Project Manager	\$165.00 per hour
Alex Grosjean, Assistant Project Manager	\$155.00 per hour
Project Engineer	\$135.00 per hour

Horton Lees Brogden Lighting Design (HLB)

Tina Aghassian, Principal.....	\$265.00 per hour
Guy Smith, Sr. Associate	\$195.00 per hour
Karen Park, Sr. Designer	\$180.00 per hour

Other staff may be assigned to the project as deemed necessary.

EXHIBIT "C-1"
KEY PERSONNEL

Exhibit C – List of Key Personnel

<u>NAME</u>	<u>TITLE/FIRM</u>	<u>PHONE</u>	<u>EMAIL</u>
John Lesak, AIA, FAPT	Principal-in-Charge <i>Page & Turnbull</i>	213.221.1203	lesak@page-turnbull.com
Elisa Skaggs, Assoc. AIA	Project Manager <i>Page & Turnbull</i>	415.593.3224	skaggs@page-turnbull.com
Lindsey Miller, AIA	Project Architect <i>Page & Turnbull</i>	213.221.1205	miller@page-turnbull.com
Kulapat Yantrasast	Creative Director <i>WHY</i>	310.839.5106	kulapat@why-site.com
Gregory Fischer	Director, LA <i>WHY</i>	310.839.5106	gregory@why-site.com
Paulina Bouyer Magana	Project Manager <i>WHY</i>	310-839-5106 x30	paulina@why-site.com
David Cocke	Managing Principal <i>Structural Focus</i>	310-323-9113 x16	dcocke@structuralfocus.com
Russell Kehl	Principal, Project Manager <i>Structural Focus</i>	310-323-9113 x12	rkehl@structuralfocus.com
Jonathan Lehmer	Design Engineer <i>Structural Focus</i>	310-323-9113 x39	jlehmer@strucuralfocus.com
Mark Galle	Principal <i>Design West</i>	909-890-3700	mgalle@designwesteng.com
Brian Graham	Mechanical Lead, Main Point of Contact <i>Design West</i>	909-890-3700 x210	bgraham@designwesteng.com
Adrian Jacques	Electrical Lead <i>Design West</i>	909-890-3700 x228	ajacques@designwesteng.com

Jeff Searock	Principal <i>Searock Stafford CM Inc.</i>	626-773-8122 x101	jeff@sscmla.com
David Stafford	Principal <i>Searock Stafford CM Inc.</i>	626-773-8122 x102	david@sscmla.com
Alex Grosjean	Project Estimator <i>Searock Stafford CM Inc.</i>	818-303-5916	alex@sscmla.com

RECOMMENDED ADDITIONAL SERVICES DESIGN TEAM

<u>NAME</u>	<u>TITLE/FIRM</u>	<u>PHONE</u>	<u>EMAIL</u>
Tina Aghassian	Principal <i>HLB Lighting</i>	323-940-7630	taghassian@hlblighting.com
Guy Smith	Senior Associate <i>HLB Lighting</i>	310-837-0929	gsmith@hlblighting.com
Karen Park	Senior Designer <i>HLB Lighting</i>	310-837-0929	kpark@hlblighting.com