FIRST AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF PROFESSIONAL CONSULTING SERVICES

This first amendment ("First Amendment") to the agreement to provide professional consulting services dated November 14, 2014, (the "Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Higginson & Cartozian Architects, Inc. ("Consultant"), is made and entered into this 4th day of March, 2015.

RECITALS

WHEREAS, it is the desire of City and Consultant to amend their existing Agreement, specifically "Article 2 – Services of Consultant, Exhibit "A" (Scope of Services) and Article 4 – Performance of Services, Exhibit "B" (Project Schedule).

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

Section 1. Article 5 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

Article 5-Payments to Consultant

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Twenty Four Thousand Dollars (\$24,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "C" entitled "Project Costs and Hourly Rates." Exhibit "C" is attached hereto and incorporated herein by this reference.
- Section 2. "Scope of Services" are amended to include Construction Document Phase, City Plan Review Phase, Bidding Phase, and Construction Administration. Exhibit "A" (Scope of Services) is hereby amended which is attached hereto and incorporated herein by reference.
- <u>Section 3</u>. "Performance of Services" are amended to include Scheduling and Deliverables, and Professional Service Fee and Terms. Exhibit "B" (Performance of Services) is hereby amended which is attached hereto and incorporated herein by reference.
 - <u>Section 4.</u> All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of March 4, 2015.

CITY OF REDLANDS

Enrique Martinez, City Manager

HIGGINSON & CARTOZIAN

ARCHITECTS 1

Darryl W. Cartozian, C.F.O., A.I.A

ATTEST:

Sam Irwin, City Clerk

Exhibit "A"

DESIGN SCOPE OF SERVICES

Our team has identified the following separate and distinct upgrades that are being requested by staff to remodel the existing facility:

- 1. Casework (lobby customer counter, break room area, copy room)
- 2. New tile flooring in lobby area and kitchen
- Painting of all surface walls and door/window moldings
- 4. Custom mural feature in lobby area. (Mural by others)
- 5. New ADA compliant front door with automatic opener and entrance pop-out in lobby to provide more space for ADA counter.
- 6. New appropriately sized appliances for break room (refrigerator, microwave)
- 7. Minor construction including relocating a door, closing two doorways, removing and closing up two windows, relocating a wall in the lobby/copy room, removing hallway doors and finishing door jams.
- 8. Minor electrical including new or relocated electrical outlets, and overhead light fixtures.
- 9. New door in conference room to provide sound proofing of the HVAC unit.

PROJECT SCOPE / CRITERIA

Construction Document Phase

- Project Planning Meetings: HCA, Inc. shall meet with the City Staff members to discuss any specific program requirements required for the interior remodel.
- It is anticipated that six (6) meetings will be held with the City during this phase
- Provide Biddable set of Construction Documents and Design conformance Specifications that include the following:

Architectural

Structural Engineering for Window Wall

Electrical

- Design plans to include (3) design/color scheme options for the overall department (carpet/paint colors) theme
- Prepare construction estimate using the higher of either federal or state prevailing wages for all trades
- Final bid document to include a base "project" with multiple bid alternates.

City Plan Review Phase

- HCA, Inc. will submit plans and specifications to the City for review and approval. HCA, Inc. will incorporate City corrections into the drawings and specifications.
- Update construction estimate based on any additional city comments which affect project scope.

Bidding Phase

 HCA, Inc. shall assist the City in performing Bidding Phase services for the project as follows:

Review and comment on the City's proposed bidding procedures and Front-End boiler plate Bid Documents.

Assist in the development of bid alternates (if required) and milestone dates to be required of the contractors.

Respond to RFI's, and review Requests for Substitutions.

Construction Administration

- Site Visits: HCA, Inc. shall visit the site on a bi-monthly basis to become generally familiar
 with the construction progress and quality of the work completed, as well as conformance
 with the construction documents. (2 site visits are included in this proposal)
- Review of Submittals. HCA, Inc., Development Services, and Municipal Utilities and Engineering Departments shall review and accept, reject or take other appropriate action upon contractor's submittal schedule and submittals of shop drawings, product samples, and samples for the purpose of checking for conformance with the approved construction documents.
- Construction Period. The estimated time of construction for this work is estimated to be approximately Two (2) months.

Exhibit "B"

Consultant shall, upon request by City:

- 1. Provide a consultant available for an onsite inspection within 2 business days.
- 2. Prepare preliminary findings and conceptual layout within 7 business days.
- 3. Provide final feasibility study and final conceptual floor plan within 14 business days.
- 4. Provide expedited time frames for the above services when requested to do so by the City, as mutually agreed upon at the time of the request.

Scheduling and Deliverables

Construction Bid Documents Phase
 Design Phase Plan Review
 Bidding Phase
 Bid Opening / Review
 Construction Administration Phase
 03/02/15 - 03/31/15
 03/31/15 - 04/30/15
 05/06/15 - 05/26/15
 05/27/15 - 06/11/15
 07/13/15 - 09/05/15

Professional Service Fee and Terms

District shall compensate HCA, Inc. for the aforementioned services, as follows:

- Basic Architectural Compensation Fee: HCA, Inc. shall be paid a Not-to-Exceed Fee of \$24,000.00 for the Basic Architectural Compensation Fee.
- Consultant shall submit monthly invoices to the City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the project. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- For any additional services not indicated in the scope of work above, fees shall be computed on an hourly basis. See attached Appendix "A" Hourly Rate Schedule.
- Consultants, Engineers, and/or items not included in Basic Services include:

 Other Classification of Appendix Figure 1.

 Other Classification of Appendix Figure 1.

 Other Classification of Appendix Figure 1.

City Plan Check and Agency Fees

Mechanical Engineering for any new HVAC System Upgrades

Specifying or Incorporating Carpet or base molding into contract.

IT or telephony cabling, wiring or hardware

Toilet Room upgrades for ADA compliance.

Specifying or planning of Modular walls or furniture

Testing and Inspection

Offsite engineering for street connections

Flow Tests

Topographic Surveys for ADA Path of Travel

Soils and Geotechnical Reports

Renderings and models

Significant modifications to original program after design approval

Phasing of construction

Value Engineering

Life Cycle Cost Analysis

Interim Housing Services

Exhibit "C"

HOURLY RATE FEE SCHEDULE HIGGINSON & CARTOZIAN ARCHITECTS

Corporate Officer	Hourly Rate: \$190.00
Architect	Hourly Rate: \$175.00
Senior Associate	Hourly Rate: \$145.00
Associate	Hourly Rate: \$120.00
Project Manager	Hourly Rate: \$100.00
Senior CADD Operator	Hourly Rate: \$80.00
CADD Operator	Hourly Rate: \$65.00
Administrative/Clerical	Hourly Rate: \$55.00