

**AMENDMENT NO. 2  
CITY OF PLEASANT HILL  
DESIGN SERVICES AGREEMENT**

**1. Parties and Date.**

This Amendment No. 2 to the Design Services Agreement is made and entered into as of January 29, 2019, 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, as amended by Amendment No. 1, dated August 1, 2018 (collectively, the "Agreement"), for the purpose of retaining the services of Architect to provide professional design services for the New Pleasant Hill Library Project ("Project").

2.2 Amendment Purpose. The City and Architect desire to amend the Agreement to provide additional allowance for materials, designs and renderings not covered under the basic services. Section 2.3.1 of the Agreement sets forth the project description for the Project, including among other items, features such as approximately 140 free parking spaces. In Section 2.4(g) of the Agreement, the Architect agreed to perform architectural design services and landscape design, among other tasks, for improvements within the Project Site (as defined in Section 2.3.2 of the Agreement). The parties now desire for Architect to (a) extend its design services to the portion of the shared parking lot that will be located on adjacent Recreation and Park District property; and (b) extend its landscape design services to Monticello Avenue. While these areas are not technically included within the Project Site, they are part of the larger development that is being constructed concurrently with the Project and it is anticipated that the City will be reimbursed for the majority of these expenses. Due to the interconnected nature of these areas with the Project Site, it is to the benefit of the Project that these areas have cohesive design performed by the Architect.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.37 of the Agreement.

**3. Terms.**

3.1 Examples of Additional Services Amended. Section 3.8.3, entitled "Examples of Additional Services", of the Agreement shall be amended to add new subsections (cc) and (dd) as follows:

"(cc) Design of Shared Parking Lot. Design services for the portion of the shared library-sports field parking lot that will be on Recreation and Park District property.

(dd) Landscape Design for Oak Park Boulevard and Monticello Avenue. Perform landscape design services for the Oak Park Boulevard and Monticello Avenue streetscape.

All other provisions of Section 3.8.3 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 Amendment 1, dated August 1, 2018, to the City of Pleasant Hill Design Services Agreement.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

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. 2.

3.5 Severability. If any portion of this Amendment No. 2 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. 2  
CITY OF PLEASANT HILL  
DESIGN SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date first written above.

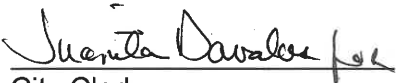
CITY OF PLEASANT HILL

BOHLIN CYWINSKI JACKSON

By:   
June Catalano  
City Manager

By:   
Its: VICE PRESIDENT  
Printed Name: GREGORY R. MOTTOLO FAIA

ATTEST:

By:   
City Clerk

APPROVED AS TO FORM:

By:   
City Attorney

**EXHIBIT "B"**  
**FEE SCHEDULE**  
(Revised per Amendment No. 2)

**1. FEE SCHEDULE**

The not-to-exceed Total Compensation amount of the Agreement shall be \$3,332,048. 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	\$1,477,000
Margaret Sullivan Studios Program, Comm. Engagement, Interior Des. Collaboration	\$38,000	\$35,000	\$15,000	\$4,000				\$92,000
Integral Group Mechanical / Electrical Eng.		\$24,625	\$117,875	\$136,800	\$3,925	\$95,025	\$15,000	\$393,250
Rutherford & Chekene Structural Engineering	\$2,000	\$18,000	\$80,000	\$136,000	\$3,000	\$55,000	\$3,500	\$297,500
Einwiller Kuehl Landscape Architect	\$14,000	\$25,000	\$36,000	\$72,000	\$9,000	\$24,000	\$8,000	\$188,000
Sherwood Design Civil Engineering	\$6,000	\$18,000	\$59,000	\$72,000	\$3,000	\$17,000	\$2,000	\$177,000
The Fire Consultants Code Consulting		\$4,800	\$3,200	\$6,000				\$14,000
TBD Consultants Cost Estimating	\$3,500	\$14,000	\$18,200	\$29,400				\$65,100
Charles Salter Associates Acoustical Engineering		\$4,000	\$7,500	\$9,500	\$1,000	\$5,500		\$27,500
Auerbach Glasow French Lighting Design		\$7,000	\$36,000	\$42,000	\$3,000	\$35,000	\$2,000	\$125,000
Expenses	\$16,000	\$9,000	\$7,000	\$16,000	\$1,000	\$20,000	\$1,600	\$70,600
<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>Allowances</b>	<b>Amount</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
Additional design services for portion of shared parking lot on future Recreation and Park District property	\$35,000
Landscaping design services on Oak Park Boulevard and Monticello Avenue	\$40,000
<b>Total Allowances for Materials, Designs, and Renderings Not Covered under Basic Services</b>	<b>\$215,000</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>Contingency</b>	<b>Amount</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>\$215,000</b>
<b>City Contingency for Additional Services Not Covered Under Basic Services</b>	<b>\$190,098</b>
<b>TOTAL COMPENSATION</b>	<b>\$3,332,048</b>