

**FIRST AMENDMENT
to Agreement between the
City of Chula Vista**

and

DAVY ARCHITECTURE, INC.

For Design and Construction Administration for Deck in Friendship Park

This FIRST AMENDMENT "Amendment" is entered into effective as of 5/7/19 "Effective Date" by and between the City of Chula Vista ("City") and DAVY ARCHITECTURE, INC. "Contractor/Service Provider" with reference to the following facts:

RECITALS

WHEREAS, City and Contractor/Service Provider previously entered into the Services Agreement with Davy Architecture, Inc to Provide Design and Construction Administration for Deck in Friendship Park "Original Agreement" on October 2, 2018; and

WHEREAS, City and Contractor/Service Provider desire to amend the Original Agreement to expand services to include Construction Management and add reimbursable expenses for printing and delivery of materials, as more specifically set forth below; and

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Contractor/Service Provider agree as follows:

1. Exhibit A to the Original Agreement is amended as follows:
 - a. Section 2.A., entitled "General Description," is replaced in its entirety with the following:

"Architectural, structural, limited civil, electrical, fire sprinkler protection engineering, construction management, and cost estimating services for design and engineering of a newly proposed 4,150 square foot outdoor deck, site features, and additional outdoor deck at Friendship Park, including rework of pedestrian pathway crossing at library from the park (the 'Project')."
 - b. Section 2.B., entitled "Detailed Description" is replaced in its entirety with the following:

"Contractor/Service Provider" shall complete the following for the Project:
Existing condition site research and documentation, project schedule, design and construction documents to include architectural, structural, electrical, fire sprinkler protection, specifications, materials board, two construction cost estimates, meetings, three meetings during the design phase, six site visits during construction, structural plans and calculations, electrical design to include lighting and power distribution system within the new outdoor deck at library only, tie into existing fire alarm system. Deliverables will also include grading and drainage plan at existing landscaped area north of children's area. Construction management services to include weekly on-site OAC meetings,

availability during normal business hours to take calls, process documents and answer any questions that may develop during construction, review and be responsible for ensuring grant funds are properly itemized and billed accordingly, provide support during bid phase to ensure the estimates are in line with the City's template and align with the estimate and construction documents, support City in completing the standard bid forms, review contractor pay requests, material testing coordination as needed, monitoring contractor's regulations and laws, and include any of the City's typical construction management scope from previous experience.

Schematic Design: Submit to City for Review and Approval - November 14, 2018

Design Development: Meeting with City for Page Turn Review & Approval - December 20, 2018

Construction Docs: Meeting with City for Page Turn Review & Approval - January 31, 2018

Bldg. Dept. Submittal: February 14, 2018

Construction Management Services begin: April 1, 2019”

- c. Section 4., entitled “Compensation,” is replaced in its entirety with the following:

“A. Form of Compensation

Fixed Fee Paid Increments. For the completion of each Deliverable of the Required Services, as identified in section 2.B., above, City shall pay the fixed fee associated with each Deliverable, in the amounts set forth below:

Task No.	Deliverable	Amount
1	Schematic Design	\$14,700
2	Design Development	\$19,600
3	Construction Documents	\$34,300
4	Plan Check Phase	\$4,900
5	Bidding Phase	\$4,900
6	Construction Administration	\$14,700
7	Construction Management	\$65,100
8	Closeout	\$4,900

B. Reimbursement of Costs

Invoiced or agreed-upon amounts as follows:

Allowance of \$4,500 for printing and delivery of materials pertaining to documents required to complete the construction of deck.

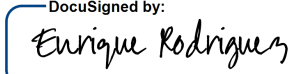
Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through June 30, 2019 shall not exceed \$167,600. If the City exercises its option to extend the Agreement, the amount to be paid to the Contractor/Service Provider for services provided during the term of that extension shall not exceed \$167,600. If the City exercises all additional options to extend the Agreement, the total amount to be paid to the Contractor/Service Provider for services provided during the initial and optional extension periods shall not exceed \$167,600.”

2. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.
3. Each party represents that it has full right, power and authority to execute this FIRST Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Amendment on the behalf of such party are duly authorized agents with authority to do so.

**SIGNATURE PAGE TO FIRST
AMENDMENT
TO
SERVICES AGREEMENT WITH DAVY ARCHITECTURE, INC TO PROVIDE
DESIGN AND CONSTRUCTION ADMINISTRATION FOR DECK IN FRIENDSHIP
PARK**

DAVY ARCHITECTURE, INC.

CITY OF CHULA VISTA

DocuSigned by:

BY: C3BB65736E22487
Enrique Rodriguez
Civic Studio Director / PM

BY: _____
MARY CASILLAS SALAS
MAYOR

ATTEST

BY: _____
KERRY K. BIGELOW, MMC
CITY CLERK

APPROVED AS TO FORM

BY: _____
GLEN R. GOOGINS
CITY ATTORNEY