

SECOND AMENDMENT
to Agreement between the
City of Chula Vista
and
DAVY ARCHITECTURE, INC.
For Design and Construction Administration for Deck in Friendship Park

This SECOND AMENDMENT "Amendment" is entered into effective as of 12/10/19 "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 19-0557 - Attachment 3 - Second Amendment to Agreement - Davy Architecture Inc "Original Agreement" on October 2, 2018; and

WHEREAS, City and Contractor/Service Provider agreed to amend the Original Agreement on ("First Amendment") on May 7, 2019. The Original Agreement and First Amendment may be referred to herein as "Agreement"; and

WHEREAS, City and Contractor/Service Provider desire to amend the Original Agreement to expand services to include additional Construction Management and additional architectural services required for design modification of the deck footings 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 Agreement is amended as follows:
 - a. 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, registering and recording project and activities with DIR, 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

- b. Section 3., entitled "Compensation," is replaced in its entirety with the following:

"Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin October 3, 2018 and end on January 10, 2020 for completion of all Required Services.

City has option to extend this term of Agreement in its sole discretion. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein. Such notice shall be provided at least 30 days prior to the expiration of the term."

- 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 | \$104,500 |
| 8 | Closeout | \$4,900 |
| 9 | Modify Deck Foundations | \$8,400 |

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.

If the City exercises its option to extend the Agreement beyond January 10, 2020, the amount to be paid to the Contractor/Service Provider for services provided during the term of that extension shall be on an hourly basis at the contract rates for Davy Architecture and OCMI, as noted in the table below. Hours will not exceed 4 hours per week for Davy Architecture or 8 hours per week for OCMI.

| DAVY ARCHITECTURE, INC | Amount |
|---------------------------------|---------------|
| Expert Witness/Depositions | \$380/hr. |
| Senior Principal Architect | \$230/hr. |
| Principal Architect | \$190/hr. |
| Project Manager | \$165/hr. |
| Project Architect | \$155/hr. |
| Job Captain – Tech III | \$135/hr. |
| CAD Drafter – Tech II | \$130/hr. |
| CAD Drafter – Tech I | \$100/hr. |
| Intern/Administrative Assistant | \$90/hr. |
| | |
| OCMI | |
| Construction Manager | \$145/hr. |

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through January 10, 2020 shall not exceed \$215,400.

2. Except as expressly provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.
3. Each party represents that it has full right, power and authority to execute this [SECOND] 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 SECOND
AMENDMENT
TO
19-0557 - ATTACHMENT 3 - SECOND AMENDMENT TO AGREEMENT - DAVY
ARCHITECTURE INC**

DAVY ARCHITECTURE, INC.

CITY OF CHULA VISTA

BY: _____
Enrique Rodriguez
Civic Studio Director / PM

BY: _____
MARY CASILLAS SALAS
MAYOR

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APPROVED AS TO FORM

BY: _____
GLEN R. GOOGINS
CITY ATTORNEY

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