

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT WITH
ROYSTON HANAMOTO ALLEY & ABEY FOR
BAYER NEIGHBORHOOD PARK AND GARDENS**

This First Amendment to the Professional Services Agreement with Royston, Hanamoto, Alley & Abey, dated May 19, 2009 ("Original Agreement") is made as of this _____ day of _____, 2013, by and between the City of Santa Rosa, a municipal corporation ("City"), and Royston, Hanamoto, Alley & Abey ("Consultant").

RECITALS

- A. City and Consultant entered into the Original Agreement for Consultant to provide a master plan and construction drawings for improvements to Bayer Neighborhood Park & Gardens.
- B. City and Consultant now desire to amend the Original Agreement for the purpose of extending the time of performance under the Original Agreement, adding to the scope of work, and increasing the encumbered funds for the additional services in Exhibit A-1 hereto.
- C. City and Consultant would also like to amend the Original Agreement to add the contingency of \$93,881.60 which was approved by the City Council on May 19, 2009 through Council Resolution number 27386 but not yet included in the total compensation payable under the Original Agreement. The contingency is needed to cover the cost of the modified scope of services.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Original Agreement, as follows:

1. Time of Performance.

The parties hereby agree to extend the time of performance in the Original Agreement. The last sentence in Section 12, entitled "Time of Performance," is hereby amended to extend the time of performance from the former completion date, to read as follows:

"Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2015."

2. Scope of Services.

The parties hereby agree that the scope of services as described and set forth in Exhibit A to the Original Agreement shall be supplemented to allow for completion of the construction drawings, updated cost estimate, architectural and landscape design services, engineering, construction support and community outreach as set forth in Exhibit A-1 to this Amendment which is incorporated herein as though set forth in full.

3. Compensation.

The parties hereby agree that the compensation under the Original Agreement shall be amended to provide additional compensation for additional services in the amount of Three Hundred Nineteen Thousand, Seven Hundred Six Dollars (\$319,706) and Ninety-three thousand, Eight Hundred and Eighty One Dollars and Sixty Cents (\$93,881.60) in contingency and to increase the total compensation payable by City under the Original Agreement.

The first sentence of Section 2(c) of the Original Agreement is hereby amended to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of One Million, Three Hundred Fifty Two Thousand, Four Hundred Three Dollars and Sixty Cents (\$1,352,403.60)."

All other terms of the Original Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

ROYSTON HANAMOTO ALLEY & ABEY

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company
 Other (please specify: _____)

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: *Barbara Lundburg*

Angela Caragonda, ACF

Print Name: Barbara Lundburg

City Attorney

Title: President

By: *Manuela King*

ATTEST:

Print Name: Manuela King

Title: Vice President

City Clerk

Taxpayer I.D. No. 94-1649892

City of Santa Rosa Business Tax Cert. No. 68675

Attachment:

Exhibit A-1 - Scope of Services

Exhibit A-1
Additional services
Bayer Neighborhood Park and Gardens

Original 2008 Fee Proposal was based on an assumed \$1m construction estimate for modifying an existing building. The original proposal included the following services and task assumptions:

- A. Site Analysis
- B. Community Outreach
 - 1. 7 Steering Committee Meetings and 6 Workshops
 - 2. Presentation to boards, commissions and council
- C. Master Plan
 - 1. Program and design alternatives for *EXISTING BUILDINGS* (emphasis mine)
 - 2. Building costs for renovation of existing house and barn
 - 3. Implementation plan for building elements
- D. Operating Cost Model and Park Maintenance Plan
 - 1. Provide maintenance cost for buildings
 - 2. Provide lifecycle cost for select materials and finishes
- E. Design and CD's – Phase One was to be initial improvements to the existing residences
 - 1. DD
 - 2. CD
- F. Construction Administration

The actual effort has included:

- A. Site Analysis – as described above
- B. Community Outreach –
 - Meetings with city, stakeholders and groups
 - (8) Community Workshops
 - (10) Steering Committee Meetings
 - (1) Meeting with Seniors
 - (1) Playground Workshop
 - Twenty Plus Meetings with Community Leaders
- C. Master Plan- after investigation and findings of lead, asbestos, mold, accessibility issues, and structural issues, the existing residence was determined to be unsuited for renovation for public use. Building program desired by the community group lead to concept design for:
 - 1. Nine new buildings and structures
 - a. Community Hall
 - b. Outdoor Education Headquarters
 - c. Garden (Kitchen) Pavilion

- d. Kiosco
- e. Barn
- f. Residence
- g. Green House
- h. Lath House
- i. Farm Stand

Numerical program developed during master plan phase (NOTE: Building program was more fully flushed out with City and LandPaths in DD phase)

- 2. Building costs for nine buildings
- 4. Master plan and implementation document describing these nine elements building elements

D. Design and CD's

- 1. SD – FOR NINE BUILDINGS
 - a. Community Hall
 - b. Outdoor Education Headquarters
 - c. Garden (Kitchen) Pavilion
 - d. Kiosco
 - e. Barn Renovation
 - f. Residence
 - g. Green House
 - h. Lath House
 - i. Farm Stand
- 2. DD – FOR FIVE BUILDINGS
 - a. Community Hall
 - b. Outdoor Education Headquarters
 - c. Garden (Kitchen) Pavilion
 - d. Kiosco
 - e. Barn Renovation

Meetings:

- (1) Health Department
- (1) County Building Department
- (X) Steering Committee
- (X) Community
- (1) Design Review Presentation to City of Santa Rosa

Program development meetings:

- (3) Program meetings with City and LandPaths (accompanied with building design revisions)

(2) Existing conditions review of LandPaths offices in downtown Santa Rosa and coordination with Staff on program requirements

(1) Skate Park meeting with teens and youth in Emeryville and Berkeley

DD drawings:

Completed DD documentation – drawings and outline specification

Completed presentation drawings for Design Review

Engaged a Food Service Consultant for commercial kitchen

Completed building code research

Cost estimate for nine buildings

3. Project Redefinition (Spring/Summer 2013)

Meetings:

(1) Steering Committee

(2) Community

(3 or 4) Client Group

Value Engineering:

Coordinated with design team on design revisions

Coordinated with estimator on reducing construction cost for CH & PV

Revised Community Hall drawings (3 iterations)

Revised Pavilion drawings (2 iterations)

Revised scope and fee

The total request for additional services to offset this expanded scope is **\$319,706**.