

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
INDIGO HAMMOND + PLAYLE ARCHITECTS
FOR
POLICE BUILDING AND SOUTH OFFICES MODIFICATIONS PROJECT**

This **Amendment No. 1** ("Amendment") is made by and between the City of San Leandro ("City") and Indigo Hammond + Playle Architects ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2017, and amends that certain Consulting Services Agreement ("Agreement") dated November 7, 2016, between the Parties.

WHEREAS, City and Consultant have executed the Agreement, pursuant to which Consultant has provided certain consulting services to City with regard to the development of plans, specifications and estimates for the Police Building and South Offices Modifications Project; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of service and modify the scope of work.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled "Term of Services" is hereby amended to extend the term from December 31, 2017, to December 31, 2018; and
2. Section 2 of the Agreement entitled "Compensation" is hereby amended to pay Consultant a sum not to exceed EIGHT HUNDRED SIX THOUSAND ONE DOLLAR AND EIGHTY FIVE CENTS (\$806,001.85); and
3. Section 2.6 of the Agreement entitled "Reimbursable Expenses" is hereby amended such that the not-to-exceed amount for reimbursable expenses is \$18,469.00.
4. Exhibit A of the Agreement entitled "Scope of Services" is hereby amended to read:

EXHIBIT A

SCOPE OF SERVICES

Project Description

The Consultant shall prepare construction-ready plans, specifications and cost estimates (PS&E) for the *Police Building and South Offices Modifications Project* based on the conceptual plan and Facilities Assessment Report that resulted from the *Space Planning for Police Department Expansion into South Offices and Dispatch Center Expansion Project* completed in 2014. Work shall also include the remodeling

of the existing theater in the South Offices Building as outlined under Task 5 below to convert it into a community meeting space.

This renovation project involves relocating non-essential functions of the San Leandro Police Department (SLPD) from the existing Public Safety Building to the South Offices Building. Approximately 6,700 SF of the 9,800 SF South Offices Building will be improved to house the Traffic Division, Records Division, and several sections of the Criminal Investigations Division. The remaining 3,100 SF of the South Offices will be renovated into a community meeting space and includes the existing theater and its associated offices, dressing rooms and restrooms. The vacated areas of the existing Public Safety Building will be reconfigured to house an expansion of the Communications Division and supporting spaces, improving roughly 3,900 SF of existing space.

The Consultant shall evaluate the condition of the HVAC system, electrical system, telecom system, lighting, fire alarm system, sprinkler system, security system and standby generators for both buildings. Improvements shall be designed to meet current code requirements, recommendations from the 2014 Facilities Assessment Report, the needs of the San Leandro Police Department, and the proposed uses of the community meeting space. The design scope of work will include, but is not limited to, adding a gym and locker rooms in the South Offices Building; moving the Uninterruptible Power System from the server room in the South Offices to the Public Safety Building; expanding the server room in the Public Safety Building; miscellaneous site improvements within the Civic Plaza area in front of the Public Safety Building for accessibility and aesthetic purposes; providing code compliant restrooms in both buildings; constructing a second egress for the South Offices Building; and security gate and fencing to the south of the South Offices Building.

Modifications to the 2014 conceptual design will be made under Task 1, Final Design Confirmation. Every improvement considered will be evaluated based on public safety functionality, security, cost, and life cycle cost assessment (LCCA). The design shall meet all State Building Code and regulatory requirements, including those for Essential Services Buildings when applicable, in the most direct and cost-effective manner possible. Consultant shall employ an "extended survivability" design approach that is specifically geared to provide a level of emergency preparedness beyond code minimums.

Design of the project shall not exceed the construction cost budget of \$5,436,000 (for building improvements, site work and indirect costs) by more than 4%.

Task 1 – Final Design Confirmation

Conduct kick-off meeting with all involved City staff including those from the Police Department, Public Works maintenance, and Information Services. Review elements of the conceptual design and discuss any changes required to meet current needs and conditions including, but not limited to: 1) providing a traffic window to the new public lobby in the South Offices and/or relocating the proposed traffic division closer to the public counter; 2) relocating the new Live Scan room to the proposed easterly interview room in the South Offices; 3) removal of the wall between the break room and the kitchen in the South Offices; 4) have proposed exercise and locker rooms accessible to all City staff and 5) additional tenant improvements to the theater space (use to be determined).

Discuss other changes as may be required for the Server Room, Dispatch, Traffic Division, Records including Live Scan and Criminal Investigations Divisions. Discuss phasing and staff move-ins required. Discuss furnishings layout and method of procurement, meet with City of San Leandro Chief Building Official to review any relevant code updates since 2014 and any impact on design. Revise design documents accordingly, update cost estimate and project schedule, and conduct follow-up with City staff to review and approve the design. In event of any budget overage, identify list of value engineering (VE) opportunities for discussion with committee and selection of which to implement.

Meetings: Includes 1 meeting with SLPD Facility Committee, 1 meeting with City of San Leandro Chief Building Official, and walking tour of South Offices Building and Police Department Building.

Timeline: Completion within 5 weeks of the Notice to Proceed to be sent out after approval of Contract Amendment No. 1

Deliverables: Updated plans constituting the final conceptual design for approval, including project Phasing Plan. Provide meeting notes.

Task #2 – Prepare Construction Documents – 60% PS&E

Review documentation available for South Offices Building and Police Department Building. Conduct engineering analysis of existing building systems including: architectural; structural, mechanical, electrical; and security. Based on input received in the Final Design Confirmation under Task #1 and architect's and engineer's own quality control review, prepare working drawing plans, specifications and estimate (PS&E) to the 60% stage of development for the major categorical remodel work as follows: building interior walls and finishes; general accessibility and code compliance; normal and emergency power; uninterruptible power supply (UPS), data/telecommunications, IT server rooms, HVAC, plumbing, CCTV surveillance, access control and security electronics including CCTV; and hazmat remediation, if any is required.

Areas of improvement include but are not limited to Server Room, Dispatch, Traffic Division, Records including Live Scan and Criminal Investigations Divisions. Criminal Investigations Division components include Youth and Social Services such as school resource officers; Juvenile Detectives; Counseling Services; and Community Support Services. Dispatch will include CAD workstation layouts, lead dispatcher, and supervisor's office break area. Other elements of SLPD operations shall be shown as required.

Parking availability and access will be indicated. Construction phasing requirements as necessary to ensure continuous 24/7/365 operations will be identified. Operational security of the SLPD will be provided especially at safe and secure points of public access at South Offices Building (business hours), Police Department Building (after hours), shared use of toilet rooms in the South Offices (if applicable), etc. Other electronic security improvements are included. Conduct any furnishings coordination including that required for CAD workstations in Dispatch.

Meet with City staff once during the design process and once to receive plan review comments. As a result of 60% cost estimate review, finalize selection of any value engineering (VE) items still open for discussion with committee.

Meetings: Includes 2 meetings with SLPD Facility Committee, 1 meeting with City of San Leandro Chief Building Official.

Timeline: Completion within 10 weeks after Task #1.

Deliverables: Working Drawing Plans, Specifications and Estimate (PS&E) to the 60% level of completion, including project Phasing Plans. Includes calculations, material sample boards, cut sheets and manufacturer's literature of products and systems included in the design. Includes itemized response to comments received in Final Design task. Provide meeting notes.

Task #3 – Prepare Construction Documents – 90% PS&E

Based on input received in the 60% PS&E review and architect's and engineer's own quality control review, prepare working drawing plans, specifications and estimate (PS&E) to the 90% stage of development and submit to the City of San Leandro Chief Building Official, including to any outside third party plan reviewer, for review and comment. Provide itemized response to comments received in 60% review. Meet with City staff to receive plan review comments.

Meetings: Includes 1 meeting with SLPD Facility Committee, 1 meeting with City of San Leandro Chief Building Official.

Timeline: Completion within 4 weeks after Task #2.

Deliverables: Working Drawing Plans, Specifications and Estimate (PS&E) to the 90% level of completion, including project Phasing Plans. Includes updated calculations, material sample boards, cut sheets and manufacturer's literature of products and systems included in the design. Includes itemized response to comments received in 60% PS&E review. Provide meeting notes.

Task #4 – Prepare Construction Documents – Final PS&E and Permitting

Based on input received in the 90% PS&E review and architect's and engineer's own quality control review, make final revision to working drawing plans and specifications and submit the requisite number of wet-signed documents for final review and approval, stamping and signature by City of San Leandro City Engineer. Provide itemized and final response to all comments received in 90% review.

Meetings: None.

Timeline: Completion within 4 weeks after Task #3.

Deliverables: Final Plans and Specifications and Estimate (PS&E) including project Phasing Plans.

Task #5 – Prepare PS&E to Convert Theater to Community Meeting Space

Prepare plans, specifications and estimates for the conversion of the theater area to community meeting space. The documents can be part of the same PS&E sets related to the expansion of the SLPD. As with Tasks 1 through 4, the documents shall be prepared based on comments and input from City staff, and

itemized responses shall be provided for review comments on the 30%, 60% and 90% documents. Provide support to City staff who will present the meeting space design to City Council

Key design features and goals for the new community meeting space include:

- Demolition of the existing restrooms behind the stage and the creation of new code compliant restrooms.
- Incorporation of the existing restrooms closest to the building entrance from E. 14th Street as part of the future SLPD space
- Food preparation area
- General storage space
- New ceiling finishes
- Resilient flooring
- New furniture (provide allowance in cost estimate)
- Data ports and power outlets on the floor of the meeting area
- Fire alarms / sprinklers
- Retain wood paneling where they currently exist in the theater
- Removal of stage lighting and installation of an appropriate lighting system.
- No new windows for the meeting space are anticipated
- No new entrance for the meeting space is required. The entrance off of E. 14th Street will remain.
- New audio-visual equipment including a video wall-based display, signal routing, distributed audio, sound reinforcement and a control system.
- Accessible secondary egress
- HVAC system modifications
- Partial slab demolition and replacement
- Miscellaneous structural modifications to support new mechanical or plumbing
- Miscellaneous modifications to existing lighting, power and data systems

Meetings: Two meetings with City staff and any invited public members to review the design.

Timeline: The timeline for the 30% plans shall be the same as that for the Final Design Confirmation drawing under Task 1. The 60%, 90% and final plans, specifications and estimates shall follow the same timeline as Tasks 2, 3 and 4, respectively.

Deliverables: 30%, 60%, 90% and final plans, specifications and estimates, the formats for which shall be the same as those outlined under Tasks 1 through 4. The bid documents shall be written such that the improvements for the community meeting space is an additive bid item.

Deliverables

Drawings and technical specifications shall be clear, complete, and buildable. All information required to build the project shall be shown. If required information is not shown in the details, then the location of said information shall be clearly noted. Details, plans, elevations, etc. shall be arranged and numbered on the sheets in a regular consistent pattern. Per the Public Contract Code, the specifications shall not call for a

designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service.

All work shown on the plans and specifications shall conform with the City of San Leandro Standard Plans, if applicable. Door hardware shall conform with City of San Leandro standard door hardware specification guidelines.

Structural design shall be in accordance with the current CBC and SEAONC blue book. Where conflicts exist, the more stringent requirements shall control the design. Structural calculations shall be provided for the design of the vertical and lateral force resisting systems.

Deliverables Format

Final design confirmation plans: PDF

Meeting notes: PDF

60%, 90% and Final Plans: PDF and AutoCAD format. All xref drawings, pen-setting files, attached images, fonts, and other files associated with the AutoCAD files shall also be sent to the City to allow for accurate plotting of the drawings. Drawings shall be on the City standard title block.

Final Plans: Provide two wet-signed full-sized hardcopies in addition to the electronic files

60%, 90% and Final cost estimates: Microsoft Excel. Cost estimates shall break down the scope of work in sufficient detail to allow City staff to verify the cost of the individual work items

60%, 90% and Final project technical specifications: Microsoft Word. The front end specifications will be prepared by the City.

Excluded Services

The following items are excluded from the scope of work unless noted as included, but are available on the basis of additional services should they become required and as approved by the City of San Leandro:

- Hazmat assessment (City to provided separately)
- Sprinkler system design (design-build by contractor)
- Bidding and construction management services.
- Civil Engineering and Landscape architecture services.
- Hazardous material assessment and abatement planning.
- Coordination with City or its furnishings vendor is included, however furnishings design and procurement are excluded and will be provided by the City or its furnishings vendor.
- Minor structural accommodations for the remodel area shall be included, however significant structural renovations or seismic retrofit or analysis of building frame and lateral force pathways is not included.

- Minor modification to building mechanical and electrical building systems for the remodel area shall be included, however significant mechanical or electrical renovations to building central systems is not included.
- Emergency generator and power system replacement is excluded.
- Preparation of CAD backgrounds for area of work based on as-built drawings provided by City and limited field reconnaissance is included, however extensive field measuring to document existing conditions is not included.
- Agency or utility permitting plan check or review fees (to be paid by City)
- Value engineering or constructability reviews conducted outside of A&E (architect & engineer) team.
- Design of a project substantially exceeding the construction cost budget of \$5,436,000 or substantially exceeding timeline stated above.
- Printing and delivery will be charged as reimbursable expenses and are in addition to the basic scope fee amounts.

5. Exhibit B of the Agreement entitled "Compensation Schedule & Reimbursable Expenses" is hereby amended to read:

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Compensation for the work identified under Exhibit A shall not exceed \$806,001.85 as outlined below:

	Fee
Task #1 – Final Design Confirmation	\$33,990.00
Task #2 – Prepare Construction Documents – 60% PS&E	\$317,460.00
Task #3 – Prepare Construction Documents – 90% PS&E	\$211,200.00
Task #4 – Prepare Construction Documents – Final PS&E & Permitting	\$32,010.00
Task #5 – Prepare 100% PS&E to Convert Theater to Community Meeting Space	\$156,000.00
Reimbursable Expenses, Indirect Costs, and Administration including all Markup	\$55,341.85
Total Maximum Not-to-exceed Fee:	\$806,001.85

The standard rate schedules below will be used as the basis for time-and-materials billings, a 15% markup will be applied to all expenses including subconsultants. The rate schedules will also be used if any additional services are required or requested by City. In no case will additional services be completed or compensated without written approval by City in advance of such work being performed. Total hours and expenses spent on the project are chargeable regardless of phase of work, but only to the extent they are within the cumulative not-to-exceed amount based on percent of contract completion. Reimbursable expenses include mileage, printing, and delivery charges.

6. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

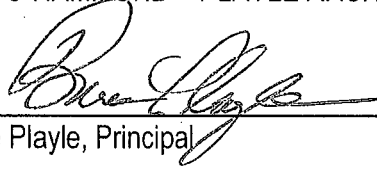
SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

INDIGO HAMMOND + PLAYLE ARCHITECTS

Chris Zapata, City Manager



Bruce Playle, Principal

Attest:

Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

210-18-137-5120
Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

(2015)