

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
HARRIS DESIGN  
FOR  
SIEMPRE VERDE PARK REHABILITATION PROJECT**

This **Amendment No. 1** (“Amendment”) is made by and between the City of San Leandro (“City”) and Harris Design (“Consultant”) (together sometimes referred to as the “Parties”) as of \_\_\_\_\_, 2016, and amends that certain Consulting Services Agreement (“Agreement”) dated July 20, 2015, 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 construction support for the Siempre Verde Park Rehabilitation Project; and

**WHEREAS**, the Parties desire to amend the Agreement to increase the total amount of compensation and scope of services.

**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 2 of the Agreement entitled “Compensation” is hereby amended to pay Consultant a sum not to exceed \$82,004.15; and

2. Exhibit A of the Agreement entitled “Scope of Services” was modified to include Sections 5.14, 5.15, 5.16 and 5.17 and is hereby amended to read:

**EXHIBIT A**

**SCOPE OF SERVICES**

**PROJECT DESCRIPTION**

During the first half of 2015, Harris Design completed the PS&E documents for the rehabilitation of Siempre Verde Park based on the 2010 conceptual plan for the project. The purpose of this contract is to retain Harris Design as a consultant to the City to provide support during the construction phase of the project as outlined below.

**CONTRACT SERVICES**

**5.0 Construction Review Services**

**5.01 Pre-construction Conference**

The Consultant will attend a pre-construction conference to review the contract requirements with the contractor and City.

**5.02 Shop Drawings, Samples, and Submittals Review**

Review and approve shop drawings, samples and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Budget for this task is based on up to two reviews for each submittal. Additional reviews would be provided as additional services and should be charged to the contractor by the City. City shall be responsible for final approvals and issuing all submittal reviews to the contractor.

#### 5.03 Requests for Information (RFI's)

The Consultant shall prepare necessary interpretations and clarifications of the Construction Contract Documents in response to RFIs forwarded by the City. Responses shall be sent to the City and not to the Contractor

#### 5.04 Requests for Quotations (RFQ's)

Prepare sketches and narratives for change order quotations of additional work as requested by the City. Work also includes review of the contractor's price proposals.

#### 5.05 Change Orders

Not included. Construction bulletins, work directive changes and change orders shall be prepared by the City.

#### 5.06 Substitutions

Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor to the extent provided in the General Conditions of the construction contract.

#### 5.07 Site Visits

Make eight visits to the site at intervals appropriate to the various stages of construction in order to observe the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, Consultant will endeavor to determine, in general, if such work is proceeding in accordance with the contract documents.

Deliverable shall be a site observation report for each site visit.

#### 5.07A Well Construction Support Services

The Consultant shall provide support services for the construction of the well. Work shall include:

Pilot hole drilling observation – Observe the drilling of the pilot hole during critical times and document the subsurface conditions. Geologically log samples of the cuttings take at 5-foot intervals by the driller. Perform sieve analyses on selected samples to aid in the lithologic evaluation and to assist in confirming screen slot-size in the production well. Following the completion of the pilot hole drilling, geophysical logging will be performed in the pilot hole by a selected service company. The resulting logs will be interpreted for a prognosis of water quantity and quality for the production well.

Production well design – Prepare final well construction diagram for the production well. Details shall include completion depth, screen intervals, screen slot size, gravel pack gradation, and depth of seal for the production casing.

Production Casing Installation, Seal, and Development Observation – At critical times, observe reaming of the pilot hole, installation of the production casing and screens, test pumping, and other well development operations. Laboratory fees for water quality analyses of samples collected during the pumping tests are not included as part of this task.

Aquifer Test Analysis and Summary Report Preparation – Determine a safe sustained yield for the well. Prepare a completion report summarizing information gathered during well construction and testing, including an as-built construction diagram of the well.

#### 5.08 Substantial Completion Review

Harris Design will conduct an inspection to determine if the work is substantially complete, and will prepare a punch list of incomplete or unacceptable work items. Should the project be determined by Harris Design to be substantially complete, a notice of substantial completion will be prepared and issued to the City so they can issue it as necessary to the Contractor.

Deliverable shall be a list of items to be included on the City's punch list to be issued to the Contractor.

#### 5.09 Follow-Up Substantial Completion Review

Should the project not be determined to be substantially complete, the Contractor shall satisfactorily complete the punch list items and issue a notice that all punch list items have been completed. Upon receipt of this notice, a second review will be held to determine if the completed work is acceptable. Once the work has been deemed substantially complete, Harris Design will recommend to the City that notice shall be given to the Contractor indicating authorization to begin the maintenance period. Any further reviews necessary to deem the project substantially complete shall be provided as additional services.

#### 5.10 Final Review

Not included. City staff will inspect the site at the end of the project maintenance period.

#### 5.11 Review Contractor-Supplied Verifications and Supplemental Information

Receive and review maintenance and operating instructions, schedules, irrigation controller charts, and guarantees, which are to be assembled by the Contractor in accordance with the Construction Contract Documents. Such review will only be to determine that their content complies with the requirements of the Construction Contract Documents.

#### 5.12 Record Drawings

Record drawings are not part of the scope of work, since they will be provided by the Contractor.

#### 5.13 Project Close-Out

Close out and archive Consultant's project files and records.

#### 5.14 Plan Revisions

Revise plans and specifications due to unforeseen conditions or changes in project scope, including:

- Replacement of the flagstone paving at the Tai Chi area with concrete paving
- Design of a custom concrete mounting for the 2016, 1992 and 1959 dedication plaques
- Review layout of additional boulders added to the project scope of work

- Revise location of various park benches to facilitate the movement of maintenance vehicles
- Additional electrical design for reconnection of power to the lights on the Veterans Memorial

#### 5.15 Illustrative Plan

Prepare color image of project site plan

#### 5.16 Additional Site Visits for Concrete Mock-up Review

Make three additional site visits for review of concrete mock-ups for paving, seat walls, and planter walls. Deliverable shall be a site observation report for each site visit that describes what was observed and recommendations for how the final concrete paving or wall should be constructed.

#### 5.17 Bay-Friendly Coordination

Attend one meeting and respond to questions related to Bay-Friendly landscaping requirement from City staff, StopWaste and the City's Bay-Friendly project rater.

3. 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 in Exhibit A shall not exceed \$82,004.15 as outlined below:

Phase:	Harris Design	Bellecci & Associates	Zeiger Engineers	Wy'east	Jeremy Wire	Biggs Cardosa & Associates	Total
5.0 Construction Observation	\$43,497.50	\$0	\$1,501.50	\$10,476.99	\$22,400.00	\$0	\$77,875.99
Subconsultant Administration (10%)	\$3,583.40						\$3,583.40
Reimbursable Expenses (allowance for direct project expenses)	\$544.76						\$544.76
<b>Total</b>	\$47,625.66	\$0	\$1,501.50	\$10,476.99	\$22,400.00	\$0	<b>\$82,004.15</b>

The length of construction was assumed to be nine months. Additional services may be required and added as a change order to this contract at the request of the City should the scope of improvements and associated costs increase significantly.

These services will be provided on an hourly basis not to exceed the total amount shown. The Consultant shall notify the City when approximately 80% of the maximum "bottom line" fee has been expended so that an assessment may be made of the anticipated work to complete the construction period services and anticipated overage, if any.

Additional Services

In addition to performing the services described above, Harris Design shall perform any desired Additional Services upon the City's request. Additional services are to be compensated at the hourly rates noted, and for related reimbursable expenses, in accordance with Harris Design's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by Harris Design, or as otherwise mutually agreed upon. Harris Design will not perform additional services without the City's express authorization.

The following are hourly rates for professional services by Harris Design. These fees are effective January 1, 2015 and are subject to semi-annual review and revision. A surcharge of one hundred percent (100%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

<b>Harris Design Hourly Rates</b>	
Principal	\$175/hr
Associate 3	\$155/hr

Associate 2	\$140/hr
Associate 1	\$125/hr
Landscape Architect Staff 6	\$135/hr
Landscape Architect Staff 5	\$125/hr
Landscape Architect Staff 4	\$115/hr
Landscape Architect Staff 3	\$105/hr
Landscape Architect Staff 2	\$95/hr
Landscape Architect Staff 1	\$85/hr
Project Administrator	\$105/hr
Construction Manager	\$125/hr
Intern	\$65/hr
Clerical	\$75/hr

**Reimbursable Expenses**

Reimbursable expenses include the items noted in the Reimbursable Expenses Schedule below. The total reimbursable costs to perform the Basic Services shall not exceed \$700 and Harris Design will not exceed this amount without prior approval by City.

<b>Harris Design Reimbursable Expenses Schedule</b>	
Mileage	\$0.55/mile
Travel and subsistence	At cost
Printing, delivery, photography, materials	Cost + 15%
Subcontract and subconsultant services	Cost + 10%
In-House Charges	
Oversize prints, B&W	\$1.00/SF
Oversize prints, color	\$6.00/SF
B&W Photocopies 8-1/2 x 11	\$0.10/EA
B&W Photocopies 11 x 17	\$0.50/EA
Color Copies 8-1/2 x 11	\$1.00/EA
Color Copies 11 x 17	\$3.00/EA
CD's	\$5.00/EA
Travel time	At hourly rates

4. 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

HARRIS DESIGN

\_\_\_\_\_  
Chris Zapata, City Manager

\_\_\_\_\_  
Bill Harris, Principal

Attest:

\_\_\_\_\_  
Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

\_\_\_\_\_  
David Baum, Finance Director

\_\_\_\_\_  
210-62-116-5120  
Account Number

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

(2015)