

**SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF WATSONVILLE  
AND 19SIX ARCHITECTS**

**THIS SECOND AMENDMENT TO CONTRACT** for consultant services is entered into by and between the **City of Watsonville** ("City") and **19Six Architects** ("Consultant") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The City and Consultant agree as follows:

**RECITALS**

**WHEREAS**, City and Consultant have previously executed a Consultant Services Contract to revise professional architectural services for a conceptual design and cost estimates for Resources Conservation Center dated August 23, 2021; and

**WHEREAS**, the original contract was in the amount of \$53,000 with an expiration date of September 6, 2023;

**WHEREAS**, A request for quotes for professional services was conducted and met all the City's criteria and qualifications; and

**WHEREAS**, March 11, 2022, First Amendment was executed to add additional tasks to the work program, extend the term of the agreement to January 31, 2024 and add an additional amount of compensation of \$549,710; and

**WHEREAS**, the City has added additional tasks to the work program of the Consultant causing additional cost and time to the project completion; and

**WHEREAS**, the Second Amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

**NOW, THEREFORE**, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

***"Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in Exhibit "1," entitled SECOND AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."***

Section 2 is hereby amended to read:

**Section 2. Term of Contract and Exhibit B. Schedule of Performance are hereby amended to add the following:**

**"Term of Contract shall be extended to December 31, 2025"**

Section 4 is hereby amended to read:

***"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of Two Hundred Thirty Nine Thousand Three Hundred Thirty (\$239,330) for professional services to make a new contract amount of \$841,800."***

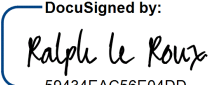
All other terms and conditions of the Contract dated August 23, 2021, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Consultant Services Contract the day and year first hereinabove written.

**CITY OF WATSONVILLE**

**19Six Architects**

By \_\_\_\_\_  
Rene Mendez, City Manager

DocuSigned by:  
  
By \_\_\_\_\_  
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Ralph le Roux, Principal

ATTEST:

By \_\_\_\_\_  
Irwin I. Ortiz, City Clerk  
APPROVED AS TO FORM:

By \_\_\_\_\_  
Samantha W. Zutler, City Attorney

## EXHIBIT "1"

### SECOND AMENDMENT TO SCOPE OF SERVICES

The scope of services is as follows:

Project Description:

**Item 1: Amphitheater Additional Scope**

The original scope for the amphitheater consisted of minor upgrades and a replacement in kind. The City would like a revised custom layout which will require a fully engineered solution and permitting. Additional scope is approximately 5,300 SF of site improvements at new amphitheater area. Work includes demolition of existing wood amphitheater and paving, regrading, cut and fill, new concrete walkways, ramps, and stairs along with new concrete seat walls and retaining walls. ADA (Americans with Disabilities Act) improvements and connections to all pathways. New permeable paving at lower portion of amphitheater and new planter areas and lawn space. Work includes additional exterior site lighting at amphitheater, electrical pedestal, and related storm drainage improvements.

Excluded: Exhibits and non-code required signage by others.

Scope of Amended Services and Fees:

Amendments to the following services:

A. New Amphitheater

1. Architectural Scope – Schematic Design through Construction Administration
2. Civil/Landscape Scope – Schematic Design through Construction Administration
3. Electrical Scope - Addition of Site Lighting & Power/Data Connections at Amphitheater
4. Cost Estimating - Cost Estimating for Amphitheater Scope

**ITEM 1 Total Fixed Fee**

**\$ 50,800**

**Item 2: Design Changes & Additional Scope Items**

City of Watsonville requested changes and revisions. These are additional services outside of original contract scope. Majority of work has been performed.

Scope of Amended Services and Fees:

Amendments to the following services:

A. Architectural:

- Access Road Scope – Design Development through Construction
- Utility Rooms & Utility Yard Expansion, Rainwater Tank Relocation – Design Development through Construction
- CNRA Urban Greening Grant – Additional Meetings & Document Prep (work already performed)
- Masterplan & Site Utility Coordination (ongoing)
- Additional Client Meetings (work performed)
- Site Lighting Coordination
- Value engineering meetings and coordination

B. Civil/Landscape:

- Access Road Scope – Design through Construction

- Utility yard & rainwater cistern design changes
- Additional LEED Documentation
- CNRA Urban Greening Grant – Additional Meetings & Document Prep (Work already performed)

C. Electrical:

- Addition of Site Lighting & Site Lighting Photometrics
- Revisions to electrical room layout and utility room

D. Cost Estimating:

- Design Development Cost Estimate Revisions (Value Engineering Estimate)

E. Contingency Allowance:

- 20,000 for future miscellaneous design changes.

**ITEM 2 Total Fixed Fee**

**\$ 88,330**

**Item 3: Picnic Area, Furniture Specification, Design Changes, Building Signage**

City requested additional services outside of the scope of original contract and multiple design revisions at the end of design development phase.

Scope of Amended Services and Fees:

Amendments to the following services:

Picnic Area Additional Scope:

The original scope for the picnic area was part of the Ramsey Renaissance Project Scope. For ease of construction sequencing and to simplify the logistics of phased construction on the site, it was determined that the picnic area would be better constructed with the Exploration Center project. Due to the proximity of the picnic area to the WEC on the site, The City requested that the area be added to the Exploration Center Project scope for Construction Documents phase through project construction.

Additional scope is approximately 6,500 SF of site improvements at new picnic area. Work includes demolition of existing playground and paving, regrading, new concrete walkways, concrete and DG picnic area, site furniture, including picnic tables, trash receptacles, BBQ, new shade structure and adjacent planting. Verde Design Inc. has already designed the picnic area to a 65% Construction Document Level under the Ramsey Renaissance Project. The following additional services amendment costs are based on the assumption that the City has accepted the design and that no additional design changes will be expected of 19six.

Furniture Specification Additional Scope:

Per client request 19six, proposes to incorporate furniture space planning, specification, and bidding services into the contract per attached scope breakdown.

Multiple Design Revisions:

Includes time spent on multiple post Design Development redesigns, including Complete revision of finishes boards and presentation of three additional color scheme options for both interior and exterior finishes, multiple design revisions, research and correspondence related to compost area, bike storage, and additional meetings for amphitheater and picnic area, added decorative concrete patterns, kitchen door, owner furnished item coordination, and shade structures.

Building Signage:

Design Pin mounted metal typographic building signage in front of Exhibit Design typography, mounted on front of building or canopy above entry doors. Sign to say "Nature Center" and "Centro de Naturaleza". Excludes: Graphic signage, branding design, and logo signage. Changes to Name of Building during or following original design will result in additional design fee.

Item 3: Scope of Amended Services and Fees:

A. PICNIC AREA:

1. Architectural Scope – Construction Document Coordination through Construction Administration
2. Civil/Landscape Scope – Construction Documents Coordination through Construction Administration
3. Electrical Scope - Addition of Site Lighting & Power/Data Connections and Site Electrical Coordination between projects.

**3.A. Picnic Area Total Fixed Fee** **\$ 32,000**

B. FURNITURE SPECIFICATION:

1. Furniture space planning, specification, and bidding services for furniture in the Office, and miscellaneous loose furniture and seating in the Rotunda and Community Room. Community Room and Rotunda Furniture will be coordinated with Exhibits Department Scope.
2. 19six to provide (3) three space planning options of the Office, and (1) one furniture spec option for Rotunda & Community Room for client review.
3. This proposal includes (1) revision based off the originally presented options.
4. Furniture specification will be completed with the approved space plan.
  - a. One (1) furniture specification for cost estimation for new furniture
  - b. One (1) furniture specification for used furniture.

5. SCHEDULE

- a. We are ready to proceed with this work upon your approval. The following schedule assumes an authorization to proceed of October 24, 2023:
- b. Authorization to Proceed ..... 10/24/23
- c. Schematic Design Completion ..... 11/30/23
- d. Design Development Completion ..... 01/31/24
- e. CD/Specifications Completion ..... 05/31/24
- f. Bidding ..... 10/31/24
- g. CA/Furniture Delivery .....01/31/25
- h. Note that this is a reference only schedule for general timeline. All construction activity shall be coordinated with the Overall project schedule.

6. SCOPE OF SERVICES AND FEES

Services shall include professional Interior Design Furniture Specification services. Our project team will consist of 19six Interiors Department. A breakdown of the services is as follows:

- a. Schematic Design
  - i. Review schematic drawings and receive client feedback.
  - ii. (1) meeting to review schematic plan.

Fee \$ 6,200

- b. Design Development
  - i. Design development drawings (3) Options for client review
  - ii. (1) revisions based on the original presented concepts
  - iii. (2) meeting to review design development plans.

Fee \$ 5,400

- c. Construction Documents
  - i. Preparation of specification for cost comparison
  - ii. Specifications
  - iii. (2) meeting to review plans and specifications.

Fee \$ 12,250

- d. Bidding
    - i. Attend bid job walk.
    - ii. Respond to bid questions from dealerships.
    - iii. Prepare addenda as necessary.
    - iv. Review contractor pricing
  - e. Furniture Installation Oversight
    - i. Review submittals
    - ii. Respond to contractor questions (RFI's)
    - iii. (2) site visits
    - iv. (2) final punch list walk and follow up
- Fee \$ 5,200
- Fee \$ 4,350

#### EXCLUSIONS

The following are not included in our services described above:

- As-built drawings for the existing buildings
- Plan review application fees
- Blueprinting and photocopying costs for additional copies beyond those required for the meetings and as listed above.
- Design revisions or multiple changes beyond the options listed above.
- Custom furniture design.
- Exterior & Site furniture.

**3.B. Furniture Specification Total Fixed Fee \$ 33,400**

#### C. MULTIPLE DESIGN REVISIONS:

- 1. Design Changes & Additional Meetings
  - a. Compost Bin
  - b. Kitchen Door
  - c. Decorative Concrete
  - d. Bike Storage Alternatives
  - e. Building Color Design Changes & Additional Finish Presentation w/ 3 new options
  - f. Owner Furnished Item Coordination

**3.C. Total Fixed Fee \$ 29,800**

#### D. BUILDING NAME SIGNAGE:

- a. Design Pin mounted metal typographic building signage in front of Exhibit Design typography, mounted on front of building or canopy above entry doors.
- b. Sign to say "Nature Center" and "Centro de Naturaleza".
- c. 19six will coordinate with Exhibits Department to have their graphic designers review signage for design/topographic consistency with the rest of the project.
- d. Excludes: Graphic signage, branding design, and logo signage.
- e. Changes to Name of Building during or following original design will result in additional design fee.

**3.D. Total Fixed Fee \$ 5,000**

**ITEM 3 Total Fixed Fee \$ 100,200**

## **EXHIBIT “B”**

### **SCHEDULE OF PERFORMANCE**

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule: **December 31, 2025**

## EXHIBIT "C"

### COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$841,800.
- b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:
- c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

The revised payment schedule is **(updated fees in bold)**  
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<u>Phase / Description</u>	<u>Previous Fee</u>	<u>Amendment #2</u>	<u>Revised Fee</u>
Concept Design	\$ 53,000	\$ 0	\$ 53,000
Schematic Design	\$ 34,050	\$ 0	\$ 34,050
Design Development	\$ 78,600	\$ 0	\$ 78,600
Construction Documents	\$ 178,050	\$ 0	\$ 178,050
Agency Approval	\$ 18,500	\$ 0	\$ 18,500
Bidding	\$ 13,250	\$ 0	\$ 13,250
Construction Admin	\$ 125,550	\$ 0	\$ 125,550
Alternate A: Amphitheater	\$ 5,300	\$ 0	\$ 5,300
Alternate B: Access Road	\$ 9,700	\$ 0	\$ 9,700
Alternate C: Exhibit Design			
Task 1 Exhibit Graphics (Hollis)	\$ 10,206	\$ 0	\$ 10,206
Task 1 Exhibit Planning	\$ 25,351	\$ 0	\$ 25,351
Task 2 Schematic Design	\$ 25,167	\$ 0	\$ 25,167
Task 3 Design Development	\$ 3,218	\$ 0	\$ 3,218
Task 4 Construction Docs	\$ 2,850	\$ 0	\$ 2,850
Task 5 Bidding	\$ 648	\$ 0	\$ 648
Task 6 Construction Admin.	\$ 912	\$ 0	\$ 912
Task 7 Post Const. Document.	\$ 747	\$ 0	\$ 747
Community Meetings / Conting.	\$ 17,371	\$ 0	\$ 17,371
<b>Amendment #2 (Combined)</b>			
Schematic Design	\$ 0	\$ 19,050	\$ 19,050
Design Development	\$ 0	\$ 66,900	\$ 66,900
Construction Documents	\$ 0	\$ 94,730	\$ 94,730
Agency Approval	\$ 0	\$ 2,900	\$ 2,900
Bidding	\$ 0	\$ 9,550	\$ 9,550
Construction Admin	\$ 0	\$ 26,200	\$ 26,200
Contingency Allowance	\$ 0	\$ 20,000	\$ 20,000
 Total	 \$ 602,470	 \$ 239,330	 \$ 841,800