

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

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

RECITALS

WHEREAS, the City and Consultant have previously executed a Consultant Services Contract to create a concept design and layout for the new Nature Center building dated **August 23, 2021**; and

WHEREAS, the original contract was in the amount of \$53,000.00 with an expiration date of September 6, 2023;

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

WHEREAS, the First 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 FIRST AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."

Section 2 is hereby amended to add the following:

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 January 31, 2024”

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 Five hundred Forty-Nine Thousand Four Hundred Seventy Dollars (\$549,470) for professional services making the total obligation of the City for this contract to Six hundred Two Thousand Four Hundred Seventy Dollars (\$602,470)

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 First Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

19six Architects

By _____
Tamara Vides, City Manager Pro-Tempore

DocuSigned by:
By Ralph Le Roux
Ralph Le Roux, Principal

ATTEST:

By _____
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

EXHIBIT "1"

FIRST AMENDMENT TO SCOPE OF SERVICES

The scope of services is as follows:

1. Schematic Design - Review the information furnished by the owner to ascertain the requirements of the project. Prepare schematic design for approval by owner derived from the conceptual design parameters. Review the budgeted amount of the project with the owner and establish a preliminary project construction cost subject to later revision.
2. Design Development - Prepare a site plan, floor plans, elevations, and other drawings necessary for the successful completion of the Project. Prepare outline specifications to fix and illustrate the size and character of the project. Submit project to the city for a Development Permit.
3. Construction Drawings - After design approval and entitlement, prepare all necessary documents, including working drawings and specifications setting forth in detail work to be done. Complete fully engineered construction working drawings and specifications.
4. City of Watsonville review. Submit project to the City for building permit Amendment for Architectural and Engineering services - Watsonville Resource Conservation & Exploration Center
5. Bidding: Assist the City with all aspects of solicitation and bidding.
6. Construction Administration – Attend regularly held Construction Administration OAC (Owner, Architect and Contractor) meeting and keep meeting minutes. Review All submittals and respond to RFI's (requests for information). Coordinate responses with Engineers. Project Closeout - Perform a site visit and prepare a punch list of any deficiencies for correction prior to final acceptance of the Project. Close out project with City. For a description of the scope of work per discipline refer to **Exhibit B: Detailed Scope of Work and Assumptions**

EXHIBIT "B"

FIRST AMENDMENT

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:

Complete all services described in the enclosed Scope of Service by January 31, 2024.

EXHIBIT "C"

FIRST AMENDMENT

COMPENSATION

- a. Total Compensation. The total obligation of City under this contract shall not exceed Six Hundred Two Thousand Four Hundred Seventy Dollars (\$602,470).
- 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 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.