

AMENDMENT TO THE AGREEMENT WITH THE CITY OF MURRIETA AND CONSULTANT

Amendment No.: 2nd Amendment

Original Agreement Title (“Agreement”): AGREEMENT BETWEEN THE CITY OF MURRIETA AND SVA ARCHITECTS, INC.

Agreement Effective Date: June 6, 2023

Agreement Termination Date: June 6, 2026

Consultant Name: SVA Architects, Inc.

Brief Description of Scope of Services (“Services”) under the original agreement: Consultant is providing architectural design services for the Murrieta Library Expansion Project. In order for successful project completion, various tasks are implemented in phases to meet City’s project expectation.

Task 1: Preliminary Design/Concept Planning

Consultant will conduct an initial meeting with City staff, facilities team, and other stakeholders to review project objectives, tour existing library, and obtain and review any existing plans and documents relevant to the development of the project. Consultant will discuss organizational structure, time schedule, project budget, responsibilities and priorities.

Task 2: Schematic Design

Consultant will develop three concept designs based upon the results of Task 1. Associated cost estimates will be developed for these designs, and one concept will be selected to proceed. Schematic site and floor plans, building elevations, building sections, and preliminary landscape/parking plans will be prepared as well as schematic site studies.

Task 3: Design Development

Design development drawings, outline specifications, and preliminary engineering calculations and analysis will be performed to reflect various components including architectural, interiors, civil, electrical/mechanical, and specialty design. A second estimate of construction costs will be developed.

Task 4: Contract Documents

The final design of the project will be coordinated and revised based upon the results of previous reviews. Engineering systems design will be finalized and completed. The design team will coordinate to handle construction contract contents of the project manual. Updated estimated of construction costs will be prepared.

Task 5: Permitting

Consultant will obtain permits for this project and ensure a smooth design development and construction documents process.

Task 6: FF&E Design, Procurement, and Installations

Consultant’s in-house Interiors Department will evaluate the existing furnishings, fixtures, and equipment to provide recommendations for reuse or replacement. Consultant will prepare

performance-based specification set.

Task 7: Bidding

Consultant will coordinate distribution to contractors, assistance with construction pre-bid conference, response to questions during the bidding phase. If necessary, the design team will make recommendations for award of the construction contract.

Task 8: Construction Consulting

Consultant will advise City of any deficiencies observed during construction and conduct both an administrative and physical review of the project status. Consultant will review and monitor the construction schedule as necessary and conduct site reviews. A detailed punch list will be created for each space, building component, or site element in a detailed manner by the design team and submitted to the contractor for correction and completion.

This Second Amendment to the Agreement, made effective on the date executed by the City by and between the City of Murrieta, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("City"), and the above referenced Consultant with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

Whereas, City is a general law city, formed and existing pursuant to the provisions of the California Government Code.

Whereas, City and Consultant entered into an Agreement on June 6, 2023 for the Services.

Whereas, the Agreement was previously modified by the following prior amendments: The Agreement authorized a sliding scale fee structure from Consultant to account for the increasing construction costs and decreasing design fees percentages based on a \$2.25 million construction budget with compensation not to exceed \$ 302,300. On June 18, 2024, the First Amendment to the Agreement was authorized by the City Council, based on a proposal from Consultant dated May 31, 2024, as the project's scope grew to award additional compensation in the amount of \$222,700 (a new total not to exceed \$525,000) based on a construction budget that was increased to \$4,545,454.55.

Whereas, as the City Council is concurrently awarding the construction contract for the project in the amount of \$5,188,600, the City and Consultant wish to amend the Agreement as further set forth herein.

AMENDMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The above recitals are true and correct.

2. The following terms of the Agreement are hereby amended to read as follows:

“3.1 The term of this Agreement shall be from 6/6/23 to 6/6/27.”

“4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT in accordance with the rates set forth in Exhibit “B”, attached hereto and incorporated herein, a not-to-exceed contract sum of Five Hundred Eighty Thousand Six Hundred Three Dollars (\$580,603). In the event that the construction budget for the Project changes from the initial contract award of \$5,188,600, the parties agree to meet in good faith to negotiate a revised not-to-exceed contract sum based on the increased construction budget and the hourly rates set forth in Exhibit “B” and subject to City Council approval.”

The Fee Schedule in Exhibit “B” is revised to reflect updated design fees reconciled as follows:

10.5% of \$5,188,600.00 New Total Construction Amount	\$544,803.00
11.0% of \$4,545,454.55 Estimated Construction Amount	<u>\$500,000.00</u>
Difference	\$44,803.00
Required Topographical Survey for Offsite Work	<u>\$10,800.00</u>
Total	<u>\$55,603.00</u>

3. All other conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed on the dates set forth below.

Signature Page to Follow.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the date and year first-above written.

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____

Cindy Warren, Mayor

Date:

ATTEST:

Cristal McDonald, City Clerk

Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

Date:

CONSULTANT:

SVA ARCHITECTS, INC., a California corporation

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Contractor's business City.

By: _____

Name: Robert M. Simons, AIA

Title: Partner and President

Date:

By: _____

Name: Ernesto M. Vasquez, FAIA

Title: CEO

Date: