

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.**

This Amendment Number One ("Amendment") is made and entered into this 21st day of September, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC., a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on October 4, 2018 for Consultant to provide architectural design services for improvements at the Jack Hammett Sports Complex (the "Agreement"); and

WHEREAS, City and Consultant desire to amend the Scope of Services to include the additional services set forth in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, City desires to increase Consultant's maximum compensation accordingly to Sixty-Seven Thousand Four Hundred Fifty-Three Dollars (\$67,453.00); and

WHEREAS, Section 4.1 of the Agreement provides for a term of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year periods; and

WHEREAS, City and Consultant desire to amend the term to provide the option for one (1) two (2) year extension, and to extend the term of the Agreement for two (2) years accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Scope of Services shall be amended to include the additional services set forth in Exhibit A.
2. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total compensation shall not exceed Sixty-Seven Thousand Four Hundred Fifty-Three Dollars (\$67,453.00). Consultant shall be paid according to the fee schedule set forth in Exhibit A. City will pay Consultant's invoices in accordance with Section 2.3 of the Agreement.
3. Section 4.1 of the Agreement shall be amended to read as follows:
 - 4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on October 3, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) additional two (2) year period upon mutual written agreement of the parties.
4. The term of the Agreement shall be extended for two (2) years, through October 3, 2023.

5. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
6. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Lori Anderson H
 City Manager

Date: 09/30/21

CONSULTANT

[Signature]
 Signature

Date: 9/14/2021

DAVID VOLZ, President
 Name and Title

ATTEST:

Brenda Green 10/4/2021
 City Clerk



APPROVED AS TO FORM:

[Signature] AAA
 City Attorney


Date: 9/30/21

APPROVED AS TO INSURANCE:

[Signature]
 Risk Management

Date: 9/28/21

APPROVED AS TO CONTENT:


Project Manager


Date: 9/23/21

DEPARTMENTAL APPROVAL:


Public Services Director

Date: 9-23-21

APPROVED AS TO PURCHASING:


Finance Director

Date: 9/27/21

EXHIBIT A
ADDITIONAL SERVICES

.....
July 26, 2021
Revised August 17, 2021

Naz Mokarram
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

**RE: PROPOSAL TO PROVIDE LANDSCAPE ARCHITECTURAL SERVICES FOR JACK HAMMETT
CONSTRUCTION PERIOD SERVICES**

Dear Ms. Mokarram,

David Volz Design proposes to coordinate the final phase of the updated plan set that will no longer be part of the construction work. DVD will ask the consultants who prepared the plans to modify their drawings and specifications and to update an order-of-magnitude construction cost estimate for the work each is responsible for.

David Volz Design proposes to provide construction period services including bidding assistance for this project per the plans dated August 2021. At your request, the services listed below considered that your contract construction manager will oversee the construction contractor work and minimize the review and staff time of the design team. The services we will provide under this scope are as follows:

UPDATED PLAN SET PHASE II

Task 1 - Final plan coordination

1. Revise plans as needed
2. Ready plans and technical specifications for city bid package

CONSTRUCTION PERIOD SERVICES

Task 1 - Bidding Services

1. Bidding assistance
 - a. Attend pre-bid meeting
 - b. Preparation of addenda if needed
 - c. Response to requests for information/clarification
 - d. Bid review
 - e. City staff and construction management support

Task 2 - Construction Period Services

1. Prepare responses to request for information
2. Review and reply to submittals

3. Attend pre-construction meeting
4. Attend bi-weekly construction meetings (Up to 10 meetings)
5. Review change order requests and provide opinion
6. Final walk through and punch list preparation
7. Preparation of as-builts

Invoices will be prepared in accordance with the attached schedule. Payment will be net 15 days. Any printing or reimbursables will be billed at cost plus 15% in addition to these noted fees. This proposal anticipates final completion of construction within 110 days of the anticipated construction start date. Extension of this completion date could require additional services and additional fees.

We are looking forward to working with you and your staff to deliver this important project to the citizens of Costa Mesa. Should you have any questions please do not hesitate to call.

Very truly yours,

DAVID VOLZ DESIGN



David J. Volz, R.L.A. # 2375
LEED Accredited Professional, QSD/QSP

FEE PROPOSAL

The following fee schedule anticipates a typical construction project, the hours listed anticipate a 110 day construction period.

	DV \$220	ES \$175	LP \$121	AS & JG \$110	Total Hrs	Fee
UPDATE PLAN SET PHASE II						
Task 1 - Final Plan Coordination	2	8	16	2	28	\$ 3,996
Task 2 - Architectural Reviews						\$ 1,050
Task 3 - Architectural & Structural Reviews for building update						\$ 1,500
Task 4 - Civil Engineering Services						\$ 5,341
Task 5 - Electrical Engineering Services						\$ 827
Task 6 - Reimbursable expenses, printing, copying, postage, etc						\$ 1,000
Update Plan Set Subtotal						\$ 13,714

	DV \$220	ES \$175	LP \$121	AS & JG \$110	Total Hrs	Fee
CONSTRUCTION PERIOD SERVICES						
Task 1 - Bidding Assistance	2	4	8	4	18	\$ 2,548
Task 2 - Construction Period Services	16	64	40	16	136	\$ 21,320
Task 3 - Preparation of as-builts	1	2	16		19	\$ 2,506
	19	70	64	20	173	\$ 26,374
Task 4 - Architectural Reviews						\$ 5,000
Task 5 - Civil Engineering Services						\$ 8,855
Task 6 - Electrical Engineering Services						\$ 2,760
Task 7 - Geotechnical Services						\$ 5,750
Task 8 - Additional work items as directed by the City						\$ 5,000
Construction Period Service Subtotal						\$ 53,739

TOTAL BASE FEE (NOT TO EXCEED) \$ 67,453

ASSUMPTIONS:

1. Sub-consultant fees include 15% mark-up. Additional services when approved by city will be billed by our standard hourly rate schedule.
2. Only services specifically noted in the scope of services are included in the fee schedule. Services such as construction survey, utility potholing, engineering, etc. are not included.
3. Payment of fees for permits, processing, recordation or approvals are not included here in.
4. Construction management and inspection services including special inspection if needed, will be provided by the city.
5. Building construction reviews - up to 3 reviews
6. Geotech Engineering Services are provided on a time and materials basis, billing will based upon actual services, the fee amount is the anticipated billings allowance, this amount may need to be updated as the project construction proceeds.

DV = David Volz, ES = Eric Sterling, LP = Luis Pedraza, AS = Allie Stafford, JG = Jamie Graham