

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2023, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and RossDrulisCusenbery Architecture, Inc., a California corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated January 13, 2022, for professional architectural services for the design of plans and general construction contract documents for the Fresno Fire Department Regional Training Center (Agreement); and

WHEREAS, Consultant has completed the Part 1B Schematic Design Documents portion of the Agreement; and

WHEREAS, due to high estimated construction costs exceeding available project budget, it was determined that a new project site would be required and the Fresno Fire Department identified the State Center Community College District (SCCCD) First Responders Center Campus as a potential solution; and

WHEREAS, City and Consultant now desire to modify the scope of work therein by requiring additional services.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed within the timeframes provided in this Amendment.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$2,951,601.

3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

4. Exhibit B "MINIMUM LIMITS OF INSURANCE" PROFESSIONAL LIABILITY (Errors and Omissions) shall be replaced with the following:

(i) \$2,000,000 per claim/occurrence; and,

(ii) \$4,000,000 policy aggregate.

5. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated January 13, 2022, remains in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

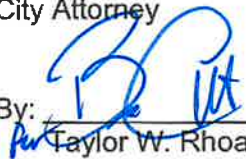
CITY OF FRESNO,
a municipal corporation

By: _____
Randall W. Morrison, PE
Director
Capital Projects Department

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  9/7/23
Taylor W. Rhoan Date
Deputy

Addresses:

CITY:
City of Fresno
Attention: Mike Mooneyham, PE
Licensed Professional Engineer
2600 Fresno Street, Room 4016
Fresno, CA 93721
Telephone No. 559-621-8623

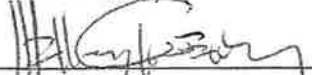
Attachment: Attachment A

ROSSDRULISCUSENBERRY
ARCHITECTURE, INC., a California
Corporation
a _____

By: 

Name: Michael B. Ross


Title: President
(If corporation or LLC, Board Chair, Pres.
or Vice Pres.)

By: 

Name: Matthew Caputo

Title: Secretary
(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

REVIEWED BY:


Mike Mooneyham, PE
Licensed Professional Engineer
Capital Projects Department

CONSULTANT:
RossDrulisCusenbery Architecture, Inc.
Attention: Michael Ross, AIA, NCARB,
Principal
18294 Sonoma Highway
Sonoma, CA 95476
Telephone No. (707) 996-8448
FAX: (707) 996-8542

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service First Amendment to Agreement between City of Fresno (City) and
RossDrulisCusenbery Architecture, Inc. (Consultant)

Fresno Fire Department Regional Training Center

Additional Scope of Services includes, but is not limited to: professional services related to the change in project location from 6375 Central Avenue to the State Center Community College District (SCCCD) First Responders Center Campus, 3300 North Avenue, Fresno, CA (Part 1 and Part 2) and Part 3 Preparation of Construction Documents and Permit Facilitation, Part 4 Bidding Services, and Part 5 Construction Phase Services.

Division of the State Architect (DSA) Review

Due to the change in location to the SCCCDC First Responders Center Campus, this project will be subject to DSA plan check review, Inspector of Record (IOR) inspection, and construction phase service requirements.

Services Provided Under This Amendment

The Consultant will provide Basic and Specialty Consultant services for this contract as listed below:

Basic Services

- Architecture
- Structural Engineering
- Mechanical Engineering – including LPG system and excluding gas fired props
- Plumbing Engineering
- Fire/Life Safety Engineering
- Electrical/Lighting Engineering
- Landscape Architecture
- Cost Consultant
- Low Voltage Systems Consultant
- Title 24 Cal Green Consultant

Specialty Consultant Services

- Fire Training Center Subject Matter Expert Consultant

Part 1 – Program Verification & Site Master Plan

1.0 – Program Verification

Prior to starting work, the Consultant and specialty sub-consultants will meet with the Fresno Fire Department (FFD) to verify the facility program requirements for the project. Following program verification, the Consultant will review three to four Site Test Fit options for the site for FFD's consideration. The Consultant will endeavor to reutilize the same designs for the fire training tower and single-story residential burn building developed for the Central Avenue site for this project. Based on the approved program and updated BOD site test fit, the Consultant will produce a new Program Level Construction Cost Estimate for the facility at the SCCCD site. The approved program, site test plan, conceptual design drawings and the construction budget will form the Basis of Design (BOD) for the preparation of Schematic Design (SD) Documents for the project.

1.A – Schematic Design Documents

Based on the approved program, conceptual site plan and budget, the Consultant will prepare for approval by the FFD, SCCCD and City staff, Schematic Design Documents consisting of design drawings, outline specifications and other documents illustrating the scale and relationship of the components of the project.

Schematic Design Documents will consist of plans and design narratives containing conceptual layouts, sketches, and schematic design criteria, sufficient to present concepts of all major elements, building systems, equipment, and landscape design proposed for construction which complies with the budgets for each phase. During this phase the Consultant will assist City staff in CEQA coordination and prepare the Project Description, Site Master Plan and other architectural and civil engineering data necessary for the Initial Study.

Activities/Deliverables:

- Prepare schematic design drawings based on the approved site master plan developed in Part 1.0
- Coordination with FFD
- Present alternatives to FFD and SCCCD for review
- Building & Prop Design
 - Civil Site Plan
 - Architectural Site Plan
 - Floor Plans
 - Roof Plans
 - Building Elevations and Sections
- 3D Renderings
- Meet with the SCCCD, City Building and Public Works Department for occupancy & code compliance requirements
- CEQA Coordination
- Consultation with SCCCD and public agencies relative to public utilities, easements,

- and zoning requirements
- 100% SD Construction Cost Estimate
- Present Schematic Design documents and cost estimate to FFD and Capital Projects Department for review and approval

Part 2 – Design Development Documents

2.0 – Preparation of Design Development Documents

Based upon the accepted schematic design documents and the Construction Budget, including authorized revisions thereto, the Consultant shall prepare Design Development documents consisting of drawings and other documents to fix and describe the size and character of the Project as necessary to show treatment of significant details. In addition, the Consultant shall provide outline specifications of the work indicating the kinds of materials, systems, and other such design elements as may be required. The Consultant will also prepare a 100% Design Development Construction Cost Estimate. The Design Development documents, cost estimate and the specifications shall be subject to review and acceptance by City staff.

Activities/Deliverables:

- A/E Design Development Drawings
- Coordination with FFD
- Coordination with SCCCD
- Outline Specifications
- Engineering Analysis
- Refinement of Design Strategies
- Material Selections
- 100% DD Cost Estimate
- City Review and Approval
- Design Presentation to FFD

Part 3 – Construction Documents & Permit Facilitation

Following receipt of written authorization to proceed, the Consultant will prepare Construction Documents (CD), and provide permit facilitation services per the following scope of work.

3.0 – Preparation of Construction Documents

Based on the approved Design Development documents and construction budget, the Consultant shall prepare detailed plans and specifications setting forth the complete work to be done, including the materials, workmanship, finishes and equipment, fixtures, and site work requirements. The Consultant shall also prepare necessary technical specifications of the general construction contract. Such documents shall be subject to the review and acceptance by City staff. The Consultant shall cooperate with, assist and

be responsive to the City's Purchasing Manager in preparation of all documents including, without limitation, slip-sheeting final documents for printing when requested. Final drawings shall be drawn in Revit format capable of being printed or reproduced by a process providing a permanent record in black on vellum, tracing cloth, polyester base film, or high-quality bond copy. Bid, general conditions, contract and bond document forms or formats regularly used by City staff shall be used by the Consultant unless City staff determines they would be impractical for this Project. The Consultant will be responsible for assuring that the special conditions, technical specifications, and any other documents prepared by the Consultant are consistent with any documents regularly used by City staff. The Consultant will prepare two construction cost estimates at 50% and 95% Construction Documents. The Consultant's drawings and specifications will set forth in detail the requirements for the permitting and construction of the Project.

Activities/Deliverables:

- Prepare 50% Construction Documents
- Provide 50% level Construction Cost Estimate
- FFD Review and Comment
- Prepare 95% Construction Documents
- 95% CD Phase Construction Cost Estimate
- FFD and SCCCDD Review and Comment
- Complete 100% Construction Documents for Permit Submission
- Plan Check Review and Consultant Back Check Revisions
- Finalize 100% Construction Documents and Specifications for Bidding

3.A – Permit Facilitation

The Consultant will prepare permit documents for submission to the State of California Division of the State Architect (DSA) and the City of Fresno Building Department for Plan Check and Building Permit purposes. The Consultant will provide the following permit facilitation services:

- Provide Permit Documents, Specifications and Calculations for building permit application purposes
- Meet with DSA to orient them on the project
- Submit DSA documents
- Respond to DSA plan check requirements
- Respond to City Plan Check Review Comments
- Prepare Back Check Drawings for resubmission to DSA, Building Department, Public Works, Fire Marshal, and Planning Departments
- Prepare Plan Check Review Comment Response Spreadsheet
- Prepare final Construction Documents including resolved Plan Check review comments
- Finalize permit documents and post to DSA

Part 4 – Bidding Services

4.0 – Bidding Services

The Consultant will provide Contract Documents inclusive of all drawings, specifications, and supplemental data to competitively bid the project to multiple contractors. The Consultant will assist City staff in responding to RFI's from Bidders and in reviewing bids. City staff will provide all "Front End" Specifications and Instructions to Bidders and the Contract between City staff and General Contractor for inclusion in the Project Manual prepared by the Consultant. City staff will solicit competitive bids from qualified general contractors.

Part 5 – Construction Phase & General Contract

Consistent with Part 5 of the Consultant Services Agreement, the Consultant will respond to RFI's, process submittals, review shop drawings and resolve construction related issues within the contractual time frames. The Consultant assumes City staff will engage a Construction Manager to prepare all construction meeting minutes and action items, monitor the construction schedule prepared by the General Contractor and maintain the RFI log for the project. The Consultant will coordinate with DSA during this period, responding to DSA construction phase service requirements. Assumed construction duration is 24 months.

Activities/Deliverables Includes:

- Prepare a conformed set of Construction Documents with all addenda
- DSA coordination and CA process
- Attend Regular Construction Meetings – Primarily virtual meetings
- Prepare Field Observation Reports
- Review and Respond to Submittals and RFIs
- Provide Clarification Drawings as Required
- Review Contractor's Cost Proposals
- Prepare Punch List
- Site Visits and Final Punch List
- Review Contractor's As-Built Record Drawings for Completeness

Compensation

Payment for all services is based on the percentages listed below for each Part of the First Amendment to the Consultant Services Agreement. Fees will be billed monthly in accordance with the work completed.

Part 1: Program Verification & Site Master Plan (15%)	\$ 442,095
Part 2: Design Development Documents (19%)	\$ 541,035
Part 3: Construction Documents and Permit Facilitation (40%)	\$ 1,147,109
Part 4: Bidding Services (2%)	\$ 70,469
Part 5: Construction Phase Services (24%)	\$ 689,143
Reimbursable Allowance	\$ 61,750
Total Professional Services Fee	\$ 2,951,601

Schedule

Time allotted for each part is summarized below.

Part 1: Program Verification & Site Master Plan	98 calendar days
Part 2: Design Development Documents	105 calendar days
Part 3: Construction Documents and Permit Facilitation	168 calendar days*
Part 4: Bidding Services	84 calendar days
Part 5: Construction Phase Services	730 calendar days (estimated)

* Time allotted for Preparation of Construction Documents. The timeline for Permit Facilitation is dependent upon the review process of the various regulatory agencies involved with the project and is estimated to be approximately 168 calendar days additional.