

**AMENDMENT NO. 4 TO  
AGREEMENT FOR PROFESSIONAL SERVICES (TAYLOR DESIGN)**

This Amendment No. 4 to the Agreement for Professional Services ("Amendment"), is made and entered into this 30th day of September, 2019, by and between the **Peralta Community College District** ("District") and **Taylor Design** ("Consultant") (together, "Parties") as follows:

**RECITALS**

**WHEREAS**, the Parties entered into that certain Agreement for Professional Services, dated January 24, 2017 ("Agreement"), relating to the Laney College Locker Room Title IX Design Services Project, to be located at 900 Fallon Street, Oakland, CA 94607 ("Project"), as further described in the Agreement; and

**WHEREAS**, on or about September 13, 2017, the Parties entered into Amendment No. 1 to the Agreement to increase the total fee to Two Hundred Sixty-Seven Thousand, Five Hundred Fifty-Five and 00/100 Dollars (\$267,555.00), and increase the scope of work to include a feasibility study; and

**WHEREAS**, on or about March 26, 2019, the Parties entered into Amendment No. 2 to the Agreement to clarify and reduce the scope of Services under the Agreement and to decrease the total fee to Two Hundred Fifty-Eight Thousand, Seven Hundred Thirty and 73/100 Dollars (\$258,730.73);

**WHEREAS**, on or about October 8, 2019, the Parties entered into Amendment No. 3 to the Agreement to extend the term of the time for the Consultant to complete the Services until September 30, 2019, thus extending the contract by 132 days.

**WHEREAS**, at this time, the Parties wish to further amend the Agreement to convert the existing schematic design documents into design/build delivery design criteria documents, add a cost of Ninety-Nine Thousand, Two Hundred and 0/100 Dollars (\$99,200.00) for Design Build Criteria Document services and a cost of Thirty-Two Thousand, Five Hundred and 0/100 Dollars (\$32,500.00) for Early Construction and Peer Review Allowance services, for a total cost of One Hundred Thirty-One Thousand, Seven Hundred and 0/100 Dollars (\$131,700.00), and extend the term of the Agreement an additional 177 days;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

Section I. Amendments to Agreement

1. Effective as of September 30, 2019, Section I. SCOPE OF THE SERVICES of the Agreement is amended so that the following subsection VI. DESIGN BUILD CRITERIA DOCUMENT PHASE, and the following subsection VII. [ALLOWANCE] EARLY-CONSTRUCTION AND PEER REVIEW PHASE, are added immediately following existing subsection V. Schematic Design, subpart (o.), within Section I:

VI. DESIGN BUILD CRITERIA DOCUMENT PHASE

1. Meet with the Owner and selected User Groups to confirm design, project scope, and program objectives [training rooms, women's locker rooms, etc.] (2 User Group meetings, led by Taylor Design).

- a. Room data coordination and confirmation with multiple User Groups and spaces; Training Room, Team Rooms, Locker Attendant Areas, Locker Room Storage/Amenities, Laundry Room.
2. Revise design package based on User input.
3. Perform additional site visits to confirm design consistency with existing conditions (2 site visits).
4. Refine Schematic Design Code Analysis, interior design concept, and material palette of the areas of work.
5. Prepare a Design Build Criteria Document package and coordinate with the Engineers to develop a structural, mechanical, plumbing, electrical, low-voltage, fire alarm, and architectural design package to communicate design intent to Design/Build team. Package to include:
  - a. Revised Schematic Design Drawings and diagrams as necessary to convey the design criteria.
  - b. A basis of design narrative with drawings, diagrams, and photos as necessary to convey the design criteria.
  - c. Incorporate District standards.
  - d. Code analysis and compliance.
  - e. Technical design calculations.
  - f. Performance specifications.
  - g. Prepare one intermediate package: 75%. Coordinate with engineers to provide required accompanying design of engineered systems for the project.
  - h. Meet with the Owner and selected User Group to review the 75% submittal (1 meeting).
  - i. Prepare final package: 100%. Coordinate with engineers to provide required accompanying design of engineered systems for the project.
6. Meet with the Division of the State Architect (DSA) at the Oakland office, and the Owner as available, to confirm preliminary project information, scope of work, and requirements prior to submittal (1 meeting).
7. Meet with the Owner and selected User Group to review and approve the final Design Build Criteria Document submittal (1 meeting).
8. Assume one teleconference coordination meeting with the Swinerton Management per week for the duration of the Documentation Phase with Architectural Project Manager in attendance. (8 meetings).

VII. [ALLOWANCE] EARLY-CONSTRUCTION AND PEER REVIEW PHASE

1. Evaluate alternatives and enhancements proposed by Design-Build Teams.
2. Attend pre-bid meeting with Owner to walk the area of work with the selected bidders (1 meeting).
3. Attend an early-construction meeting with the Owner and selected Design Build team (1 meeting).
4. Review submittals, shop drawings, and review Design Build team's proposed substitutions and enhancements.
5. Peer review the selected Design Build team during the initial phase of construction.

2. Effective as of September 30, 2019, Section II. COMPENSATION FOR SERVICES of the Agreement is amended and supplanted such that the existing Section II is struck and replaced with the following amended Section II:

Consultant's total compensation for Services performed under this Order is to be paid as:

monthly invoices based on percent complete of the Facility Assessment, Visioning, Feasibility Study, Revised Locker Feasibility Report – Scope

and Budget Alignment Document, Schematic Design, Design Build Criteria Document and [Allowance] Early-Construction and Peer Review Phase not to exceed the total lump sum price of \$390,430.73.

**I. Facility Assessment**

Taylor Design  
Work performed January 2017 through May 31, 2017: \$7,230.00

**II. Visioning**

Taylor Design  
Work performed January 2017 through May 31, 2017: \$7,665.00

**III. Feasibility Study**

Taylor Design  
Work performed September 2017 through April 30, 2018: \$79,095.00

**IV. Revised Locker Feasibility Report – Scope & Budget Alignment Document**

Taylor Design  
Work performed February 2017 through December 2018: \$33,115.73

**V. Schematic Design**

Taylor Design (Architectural)	\$97,885.00
Estructure (Structural)	\$3,500.00
Interface Engineering (Mechanical & Plumbing)	\$20,240.00
EDGE (Electrical)	\$10,000.00
<b>Professional Services Sub-total</b>	<b>\$131,625.00</b>

**VI. Design Build Criteria Document Phase**

Taylor Design (Architectural)	\$44,700.00
Estructure (Structural)	\$10,000.00
Interface Engineering (Mechanical & Plumbing)	\$29,500.00
EDGE (Electrical)	\$11,000.00
<b>Professional Services Sub-total</b>	<b>\$95,200.00</b>
<b>Estimated Reimbursable Expenses Allowance, NTE</b>	<b>\$4,000.00</b>
<b>Combined Professional Services Subtotal</b>	<b>\$99,200.00</b>

**VII. [Allowance] Early-Construction and Peer Review Phase**

Taylor Design (Architectural)	\$15,000.00
Estructure (Structural)	\$5,000.00
Interface Engineering (Mechanical & Plumbing)	\$8,000.00
EDGE (Electrical)	\$2,500.00
<b>Professional Services Sub-total</b>	<b>\$30,500.00</b>
<b>Estimated Reimbursable Expenses Allowance, NTE</b>	<b>\$2,000.00</b>
<b>Combined Professional Services Subtotal</b>	<b>\$32,500</b>

**Combined Total**

**\$390,430.73**

3. Effective as of September 30, 2019, Section III. SCHEDULE OF PERFORMANCE of the Agreement is deleted in its entirety and amended and replaced with the following Section III.:

Consultant shall commence the Services after the Parties have executed this Amendment No. 4 and complete the Services by March 25, 2020, thus extending the contract by 177 days.

Section 2. Other Provisions Reaffirmed

All other provisions of the Agreement and Amendment No. 1, Amendment No. 2, and Amendment No. 3 shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement or any prior amendment thereto relating to the scope of work only, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date herein above set forth.

Dated: \_\_\_\_\_, 2020

Dated: \_\_\_\_\_, 2020

**Peralta Community College District**

**Taylor Design**

By: \_\_\_\_\_  
[Name]  
[Title]

By: \_\_\_\_\_  
Kevin Hinrichs  
Principal