

**FIRST AMENDMENT
TO
AGREEMENT FOR ARCHITECTURAL SERVICES
CENTRAL LIBRARY DESIGN CONCEPTS**

DATE: August 24, 2020

PARTIES: "OWNER"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Justin Hess
Title: City Manager
Telephone: (818) 238-5800

Mailing Address: 275 E Olive Ave.
Burbank, CA 91502

"ARCHITECT"

THE MILLER HULL PARTNERSHIP, LLP

Representative: Name: Ruth Baleiko, AIA
Title: Design Lead
Telephone: 206-682-6837

Mailing Address: 71 Columbia, Sixth Floor
Seattle, WA 98104

TERM: Original Commencement Date: December 18, 2019
Original Completion Date: August 31, 2020
Amended Completion Date: June 30, 2021

COST OF SERVICE:

Original Cost of Service:	Not to Exceed \$150,000
Amended Cost of Service:	N/A

THIS AMENDMENT TO THE AGREEMENT MUST BE EXECUTED BY THE ARCHITECT OR ITS REPRESENTATIVE AND THEN APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THIS AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BURBANK.

1.0 Purpose. Owner and Architect entered into a written agreement dated December 18, 2019, for Architect to provide architectural services, including community outreach, preliminary planning, and project budget validation, for a replacement Burbank Central Library known as the Central Library Design Concepts project ("Agreement"). Owner and Architect desire to amend the Agreement with this first amendment ("First Amendment") in order to extend the term of the Agreement to June 30, 2021, redistribute the payment allocation, and add to the required scope of services, all without increasing the do-not-exceed payment amount of \$150,000 within the Agreement.

2.0 Amendment to Schedule. The Schedule, as defined in Section 2.2 of the Agreement, is hereby amended to extend the date by which Architect must complete all Services, as defined in Section 1.1 of the Agreement, to no later than June 30, 2021.

3.0 Amendment to Schedule of Compensation. Exhibit C of the Agreement, titled "Schedule of Compensation", is hereby amended by replacing the third sentence and the first table within Section 1 of Exhibit C, titled "Basic Compensation", in their entirety with the following:

"Architect shall work with GGLO Landscape and Professional Estimating Consultant to perform total Services within the required do-not-exceed amount of \$150,000.00."

4.0 Amendment to Services. The Services, as defined in Section 2.1 of the Agreement, are hereby amended to include additional obligations for Architect to attend one City of Burbank Infrastructure Board meeting and one City of Burbank Library Board meeting in order to present a discussion of their required deliverables under the Agreement.

5.0 Ratification of Agreement. All other provisions of the Agreement, dated December 18, 2019, not inconsistent with this First Amendment shall remain in full force and effect.

In recognition of the obligations stated in this First Amendment, the parties have executed this First Amendment on the date indicated above.

"ARCHITECT"



Signature

RUTH BALETKO, FAIA

Name (please print)

PARTNER.

Title

"OWNER"



Signature

Judge Wilke

Name (please print)

Assistant City Manager

Title

ATTEST

Date 9-17-20



City Clerk
City of Burbank, California

PURCHASING DIV.
CITY OF BURBANK
2020 SEP 18 AM 10:38

Signature

Name (please print)

Title

ATTEST:
Office of the City Clerk

By: _____
Signature

Zizette Mullins, MMC
Name (please print)

City Clerk
Title

Approved as to Form
Office of the City Attorney

By: _____
Signature

Erin MacMillan
Name (please print)

Assistant City Attorney
Title

2020 SEP 18 PM 1:03
PURCHASING DIV.
CITY OF BURBANK