

REPORT TO CITY COUNCIL

DATE: FEBRUARY 12, 2014

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER *GR*

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER *NH*

SUBJECT: REQUEST FOR APPROVAL OF THE FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH ROESLING NAKAMURA TERADA ARCHITECTS FOR DESIGN SERVICES RELATED TO ADDITIONAL CONSTRUCTION ELEMENTS FOR THE AGOURA HILLS RECREATION CENTER

As the Agoura Hills Recreation Center continues in its initial construction phase, staff has continued to seek additional funds that would allow the City to complete additional construction elements that were anticipated to be part of the final phase of the approved site master plan.

In August 2011, the City awarded the architectural design services agreement to Roesling Nakamura Terada Architects (RNT). Following the approval of the Recreation Center site Master Plan, RNT completed engineering and construction drawings for the initial phase of construction in conjunction with the funding that was available at the time. Through a generous donation from the Conrad N. Hilton Foundation, the City was able to fully fund the construction of the event center portion of the master plan and secure dedicated space for the region's youth/teens. Since the time that the construction contract has been awarded, staff has continued to seek additional funding from several sources, that will allow for the design and construction of an interpretive play area, a covered patio for the senior citizen area, landscape and hardscape components, and several building improvements that were previously excluded due to the amount of funding that was available.

In order to complete the additional improvements to the Recreation Center buildings and site, additional engineering and construction drawings must be completed prior to securing funding commitments. RNT has submitted a cost proposal to complete all of the necessary tasks, which include, but are not limited to:

- Modify mechanical, electrical/lighting drawings
- Modify architectural drawings and specifications
- Provide Title 24 calculations in conjunction with additional features
- Add new play area with shade structure and senior patio to architectural drawings
- Modify landscaping site drawings

- Modify civil engineering site drawings and replacement drainage plans
- Provide new structural drawings for additional retaining walls
- Complete engineering drawings for roofing enhancements to senior classrooms
- Review and respond to RFI's and construction change order proposals and additional design oversight related to additional improvements

The costs related to this amendment (\$82,080) would be accounted for with the funds from the existing project budget, with a possibility of being reimbursed if additional funding is secured. The first amendment to the Consultant Services Agreement with RNT would bring the total agreement amount to be in a not-to-exceed amount of \$820,639.80. The project remains within the approved budget and the established construction schedule. Although the additional construction improvements will add a small amount of time to the current schedule, the improvements are still expected to be completed prior to the anticipated opening of the facility in winter 2014. The term with RNT will be extended to coincide with the established construction dates and a period of time after the opening of the facility to assist with any close out items.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the first amendment to the Consultant Services Agreement with Roesling Nakamura Terada Architects, amending the scope of work, term of completion, and financial terms for the engineering and design services for the Agoura Hills Recreation Center.

Attachment: Amendment RNT agreement

AGREEMENT (AMENDMENT) ROUTING SLIP FOR

Roesling Nakamura Terada Architects

Consultant Name (\$25K and Over Amendment)

Attached, please find (check one of the following boxes):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Standard Template with no changes
Complete Section 2 only | <input type="checkbox"/> Outside Agency Agreement
Complete Sections 1 and 2 |
| <input checked="" type="checkbox"/> Standard Template with changes
Complete Sections 1 and 2 | <input type="checkbox"/> Special Agreement
Complete Sections 1 and 2 |

Section 1 – Changes to template or insurance: Receive Department Head approval to amend. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for template review and approval. Attach City Attorney email response (approval) to this slip.

- | | |
|--|--|
| <input type="checkbox"/> _____ (Dept. Head Initials/Date)
Authorization to Amend Agreement | <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Approval to Forward to City Attorney |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Insurance Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials(From No. 1 Below)
City Attorney Email Approval Attached |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Template Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials/Date
Other (See Notes Below) |

Section 2 – Signed agreement received from Consultant. Sign/date and attach this routing slip to the proposed agreement and route to staff in the order listed below (i.e., 2-4). Submit the signed agreement, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Agreements without the appropriate insurance attached will be returned to the department. A copy of the final agreement will be provided to the Consultant and the staff person (in Item No. 1 below)

- | | |
|---|---|
| 1. <u>N. HAMBURGER 2/1/14</u>
Prepared by (Staff Name/Date) | 2. _____
Department Head - Date
(Authorization to forward to Risk Mgr/Clerk) |
| 3. <u>W. [Signature] 2/1/14</u>
Risk Manager – Date <u>NO CHANGES</u>
(Insurance Review/Approval) | 4. _____
City Clerk – Date
<input checked="" type="checkbox"/> (Template Review/Final Distribution) |

- FOR CITY CLERK USE ONLY -

Year: _____ Month/Day: _____
 Agreement/Insurance Received: _____
 To City Attorney for Signatures: _____
 To City Manager/Mayor for Signatures: _____
 City Attorney Email/Scope Attached: _____
 Distributed to Consultant/Staff: _____
 Laserfiche/Log/Index/File: By: _____
 Insurance Logged: By: _____

Notes:

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND ROESLING NAKAMURA TERADA ARCHITECTS
AGOURA HILLS RECREATION CENTER**

THIS FIRST AMENDMENT is made and entered into as of February 12, 2014, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Roesling Nakamura Terada Architects, a Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On August 24, 2011, the City and Consultant entered into that certain Agreement entitled "Agreement for Design services for Agoura Hills Recreation Center" in the amount of seven hundred and thirty-eight thousand, five hundred and fifty-nine dollars (\$738,559.00),

b. The parties now desire to extend the term of the agreement to January 31, 2015, and increase the payment in the amount of eighty-two thousand and eighty dollars (\$82,080.00).

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than January 31, 2015 unless sooner terminated pursuant to the provisions of this Agreement."

3. Section 4 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The First Amendment amount shall not exceed eighty-two thousand and eighty dollars (\$82,080.00), for additional design services related to the new play area, senior patio, hardscape/landscape improvements, second floor office ceiling redesign, and building improvements, for a total Agreement amount of eight hundred twenty thousand six hundred thirty-nine hundred and eighty cents. (\$820,639.80).

4. Exhibit A to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

William D. Koehler,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Roesling Nakamura Terada Architects
285 N. Ventura Blvd., Suite 102
Attention Tyson Cline
(805) 626-5330
(805) 626-5350 fax number

By: _____

Print Name: _____

Title: _____

By: _____

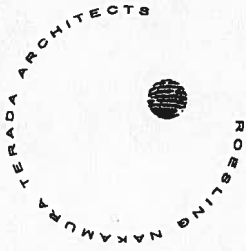
Print Name: _____

Title: _____

[Signatures of Two Corporate Officers Required]

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant.



Roesling Nakamura Terada Architects

www.rntarchitects.com
285 N Ventura Ave | Ste 102 | Ventura, CA 93001 | P 805.626.5330 | F 805.626.5350

Ralph Roesling
Kotaro Nakamura
Mun Ying Kung
Chikako Terada
Joe Mansfield

1/21/2014

Chris Dodd
Public Works Project Manager
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Re: **Additional Service Proposal**
Revise second floor office to include open ceilings

Dear Chris:

Upon direction from you and the city we are providing you with a proposal to revised our drawings to remove the lay-in ceiling and provide an open ceiling with exposed duct work and pendant style lighting

Scope of Consultants' Services:

The scope of work for this additional service request includes work beyond those covered within the base agreement due to the change in design direction. The additional services including the following items:

- Modification to the architectural drawings to provide an open ceiling
- Modification to the Mechanical drawings to provide an open ceiling
- Modification to the Electrical/Lighting drawings to provide an open ceiling
- Provide new Title 24 calcs.
- Approvals from building and Safety

Fee Schedule:

Please refer to Attachment 'B': Schedule of Fees.

Reimbursable Expenses:

Reimbursable Expenses are as defined in the master contract.

Additional Services:

Additional services will be billed in accordance with the Consultants' Standard Hourly Rates.

Owner's Responsibilities:

Owner's Responsibilities are as defined in the master contract.

Exclusions / Limitations:

Exclusions and limitations are as defined in the master contract.

Thanks again for allowing us to present this proposal. Please do not hesitate to call should you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to be 'Tyson Cline', written over a light gray rectangular background.

Tyson Cline, Project Manager
Roesling Nakamura Terada Architects, Inc.



Roesling Nakamura Terada Architects

www.rntarchitects.com
285 N Ventura Ave | Ste 102 | Ventura, CA 93001 | P805.626.5330 | F805.626.5350

Ralph Roesling
Kotaro Nakamura
Mun Ying Kung
Chikako Terada
Joe Mansfield

1/28/2014

Chris Dodd
Public Works Project Manager
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Re: Additional Service Proposal

New play area, replacement of contractor demolished drainage, new Trellis at Senior Patio, hardscape/landscape improvements and inclusion of additional classroom building improvements.

Dear Chris:

Upon direction from you and the city's we are providing you with a proposal to provide construction documents, building and safety approvals and contract administration/observation for a new play area with a new shade structure. We are also including work to provide exterior improvements, including new roofing to the existing classroom building, and new site shade structures. This proposal also includes time to design replacement hardscape and drainage systems removed by the contractor. The contract documents clearly indicated this area to remain untouched.

Additionally, within this proposal we are providing you provisions for construction documents, building and safety approvals and contract administration/observation for hardscape, landscape improvements and a new site shade structure at the senior patio area. This proposal will also include the generation of a bid set for the brissoles (window louver).

Scope of Consultants' Services:

The scope of work for this additional service request includes work beyond those items covered within the base agreement due to the change in design direction. The additional services include the following:

- Modification to the architectural site drawings to provide new play area with shade structures at the play area and Senior Patio, replacement drainage and landscaping/hardscape within the area.
- Modification to the landscaping site drawings to provide new play area, replacement drainage and landscaping/hardscape.
- Modification to the civil site drawings to provide new play area and replacement drainage.

- Provide new structural drawings for new retaining walls and new Senior and splay area shade structure and engineering for a new roof at the existing classrooms.
- Obtain approvals from building and safety.

Fee Schedule:

Please refer to Attachment 'B': Schedule of Fees.

Reimbursable Expenses:

Reimbursable Expenses are defined in the master contract.

Additional Services:

Additional services will be billed in accordance with the Consultants' Standard Hourly Rates.

Owner's Responsibilities:

Owner's Responsibilities are defined in the master contract.

Exclusions / Limitations:

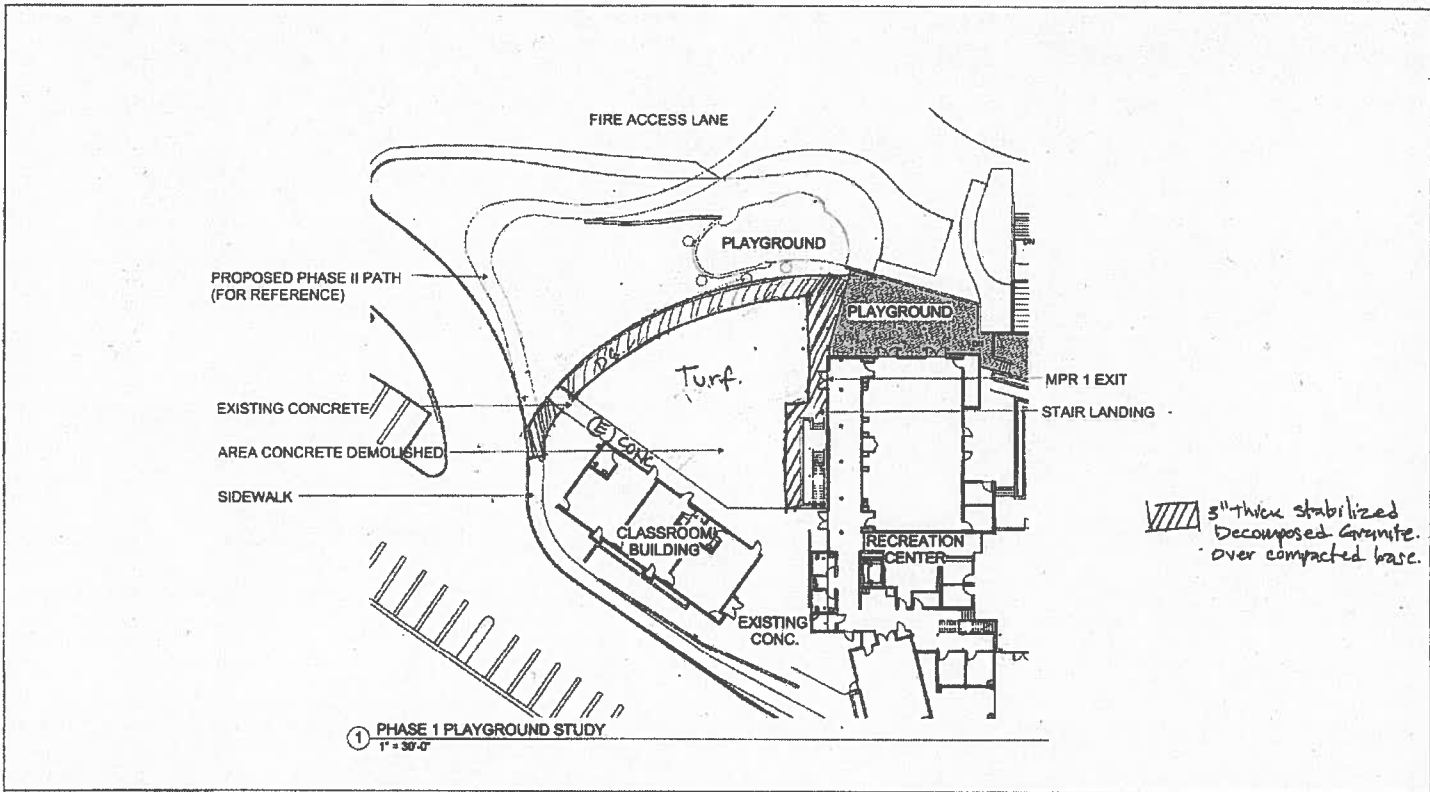
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Thanks again for allowing us to present this proposal. Please do not hesitate to call should you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to be 'Tyson Cline', written over a light gray rectangular background.

Tyson Cline AIA, Project Manager
Roesling Nakamura Terada Architects, Inc.




 Roesling Nakamura
 Terada Architects
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 Ventura, California
 805.626.5350
 805.626.5350
 www.RNTarchitects.com

Agoura Hills Recreation Center
 PHASE 1 PLAYGROUND STUDY
 11/26/13

SHEET
EX-0.2

