

REPORT TO REDEVELOPMENT AGENCY

DATE: OCTOBER 13, 2010

TO: HONORABLE CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

FROM: GREG RAMIREZ, EXECUTIVE DIRECTOR

BY: MIKE KAMINO, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

SUBJECT: APPROVAL OF AMENDMENTS TO AGREEMENTS WITH KTG Y GROUP INC., FOR ARCHITECTURAL AND LANDSCAPE DESIGN CONSULTING SERVICES FOR THE AGOURA HIGH SCHOOL, GATEWAY 1, AND GATEWAY 2 AFFORDABLE HOUSING PROJECTS

The purpose of this item is to seek Redevelopment Agency approval for amendments to three Consulting Services Agreements with KTG Y Group, Inc. to provide architectural and landscape design services for the City's affordable housing project sites – Gateway 1, Gateway 2 and the Agoura High School. These amendments are described further below.

Amendment to Agreement - High School Project

The original agreement for services at the Agoura High School affordable housing site was approved on December 10, 2008 for a not-to-exceed fee of \$45,000. On February 3, 2009, an addendum to the agreement for \$48,250 was approved to complete additional design tasks, including photosimulations, a lighting plan, renderings, cross sections, a roof plan, and a line of sight diagram.

KTGY Group, Inc. has prepared preliminary site and building design of the proposed housing units. The proposed amendment to the agreement is to prepare the following additional items requested by City staff: fuel modification zone plan; additional site design related to site boundary, grading and design changes; revised photosimulations and color elevations; landscape plan of the widening of Easterly Road fronting the project site; and other related items for a total cost of \$9,495. With the amendment, and prior addendum, the total not-to-exceed agreement amount is \$102,745.

The amendment has been reviewed and approved as to form by Agency Counsel.

Amendment to Agreement - Gateway 1 Project

The original agreement for services at the Gateway 1 site was approved on December 10, 2008 for a not-to-exceed fee of \$58,000. On February 3, 2009, an addendum to the Agreement for \$50,750 was approved to complete additional design tasks, including photosimulations, a lighting plan, renderings, cross sections, a roof plan, and a line of sight diagram.

KTGY Group, Inc. has prepared preliminary site and building design of the proposed housing units. The proposed amendment to the agreement is to prepare the following additional items requested by City staff: fuel modification zone plan, additional site design related to grading design changes, and a landscape plan of the widening of Agoura Road fronting the project site for a total cost of \$7,371. With the amendment, and prior addendum, the total not-to-exceed agreement amount is \$116,121.

The amendment has been reviewed and approved as to form by Agency Counsel.

Amendment to Agreement – Gateway 2 Project

The original agreement for services at the Gateway 2 site was approved on December 10, 2009 for a not-to-exceed fee of \$90,000. KTG Y Group, Inc. has prepared initial site design and elevation design of the proposed housing units. The proposed amendment to the agreement is to prepare the following additional items: fuel modification zone plan, additional site design based on changes to the housing product type, and landscape plan of the widening of Agoura Road fronting the project site for a total cost of \$9,615. With the amendment, the total not-to-exceed agreement amount is \$99,615.

The amendment has been reviewed and approved as to form by Agency Counsel.

RECOMMENDATION

Staff recommends the Redevelopment Agency approve:

1. The attached amendment to the Consulting Services Agreement with KTG Y Group, Inc. for the Agoura High School affordable housing site in the not-to-exceed amount of \$9,495.
2. The attached amendment to the Consulting Services Agreement with KTG Y Group, Inc. for the Gateway 1 affordable housing site in the not-to-exceed amount of \$7,371.
3. The attached amendment to the Consulting Services Agreement with KTG Y Group, Inc. for the Gateway 2 affordable housing site in the not-to-exceed amount of \$9,615.

Attachments:

1. Amendment to the Consultant Services Agreement for the Agoura High School site (with Exhibit A)
1. Amendment to the Consultant Services Agreement for the Gateway 1 site (with Exhibit A)
2. Amendment to the Consultant Services Agreement for the Gateway 2 site (with Exhibit A)

AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS REDEVELOPMENT AGENCY

NAME OF CONSULTANT: KTG Y Group, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Manny Gonzalez

CONSULTANT'S ADDRESS: 1733 Ocean Avenue, Suite 250
Santa Monica, CA 90401

CITY'S ADDRESS: City of Agoura Hills
Redevelopment Agency
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: Executive Director

PREPARED BY: Allison Cook

COMMENCEMENT DATE: October 14, 2010

TERMINATION DATE: October 13, 2011

CONSIDERATION: Contract Price
Not to Exceed: \$9,495

**AMENDMENT TO AGREEMENT FOR CONSULTANT
SERVICES BETWEEN THE CITY OF AGOURA HILLS
REDEVELOPMENT AGENCY AND KTG Y GROUP, INC.**

This AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into as of the 13th day of October, 2010, by and between the City of Agoura Hills Redevelopment Agency, a municipal corporation (“Agency”) and KTG Y Group, Inc. (“Consultant”) and with respect to the following recitals:

A. On December 10, 2008, the Agency and Consultant entered into an Agreement for design consultant services in an amount not to exceed \$45,000, with a termination date of June 30, 2010. The Agreement was to provide architectural and landscape design services for the City’s affordable housing project at Agoura High School. The project site is located at Easterly Road and Fountain Place.

B. An Addendum to the original Agreement for \$48,250 was approved on February 3, 2009. The Addendum was related to services for additional design tasks, including photosimulations, lighting plan, renderings, cross sections and roof plan, and line of sight diagram.

C. The Consultant has completed substantial work on the preliminary design of the project. At this time, additional work related to the preparation of the following is needed: fuel modification zone plan; additional site design related to site boundary, drainage and grading design changes; revised photosimulations and color elevations; landscape plan of the widening of Easterly Road fronting the project site; and other related items.

D. The Agency and Consultant now wish to modify the Agreement to extend the termination date to October 13, 2011, and to provide the supplemental scope of work outlined in Exhibit A herein, which is a supplement to the Agreement’s Exhibit A, for an additional \$9,495. With this Amendment, and the prior Addendum, the total contract price is a not to exceed fee of \$102,745.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, PROMISES, COVENANTS, AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES DO AGREE HEREBY AS FOLLOWS:

SECTION 1. The Agreement is hereby amended to read as follows:

1. TERM. This Agreement shall commence on October 14, 2010, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 13, 2011, unless sooner terminated pursuant to the provisions of this Agreement.

2. PAYMENT. The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in

full, based upon actual time spent on the tasks outlined in Exhibit A. Any terms in Exhibit A other than the scope of work, payment rates and schedule of payment are null and void. This amount shall not exceed \$102,745 (“Contract Price”) for the Term of the Agreement unless additional payment is approved as provided in this Agreement.

SECTION 2. All other provisions of the Agreement remain unchanged.

SECTION 3. The Recitals are incorporated herein as though set forth in full.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**CITY OF AGOURA HILLS
REDEVELOPMENT AGENCY**

Harry Schwarz
Chair

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele,
Agency Attorney

KTGY GROUP, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

[*Signatures of Two Corporate Officers Required]

EXHIBIT A

SUPPLEMENTAL SCOPE OF WORK AND SCHEDULE OF FEES

AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS REDEVELOPMENT AGENCY

NAME OF CONSULTANT:	KTGY Group, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Manny Gonzalez
CONSULTANT'S ADDRESS:	1733 Ocean Avenue, Suite 250 Santa Monica, CA 90401
CITY'S ADDRESS:	City of Agoura Hills Redevelopment Agency 30001 Ladyface Court Agoura Hills, CA 91301 Attn: Executive Director
PREPARED BY:	Allison Cook
COMMENCEMENT DATE:	October 14, 2010
TERMINATION DATE:	October 13, 2011
CONSIDERATION:	Contract Price Not to Exceed: \$7,371

**AMENDMENT TO AGREEMENT FOR CONSULTANT
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REDEVELOPMENT AGENCY AND KTG Y GROUP, INC.**

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A. On December 10, 2008, the Agency and Consultant entered into an Agreement for design consultant services in an amount not to exceed \$58,000, with a termination date of June 30, 2010. The Agreement was to provide architectural and landscape design services for the City’s Gateway Church Site 1 affordable housing project. The Gateway 1 Project site is located at the Gateway Church site, along Agoura Road, and consists of a portion of Parcel 7, Rancho Las Virgenes.

B. An Addendum to the original Agreement for \$50,750 was approved on February 3, 2009. The Addendum was related to services for additional design tasks, including photosimulations, lighting plan, renderings, cross sections and roof plan, and line of sight diagram.

C. The Consultant has completed substantial work on the preliminary design of the project. At this time, additional work related to the preparation of the following is needed: fuel modification zone plan, additional site design related to grading design changes, and landscape plan of the widening of Agoura Road fronting the project site.

D. The Agency and Consultant now wish to modify the Agreement to extend the termination date to October 13, 2011, and to provide the supplemental scope of work outlined in Exhibit A herein, which is a supplement to the Agreement’s Exhibit A, for an additional \$7,371. With this Amendment, and the prior Addendum, the total contract price is a not to exceed fee of \$116,121.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, PROMISES, COVENANTS, AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES DO AGREE HEREBY AS FOLLOWS:

SECTION 1. The Agreement is hereby amended to read as follows:

1. **TERM.** This Agreement shall commence on October 14, 2010, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 13, 2011, unless sooner terminated pursuant to the provisions of this Agreement.

2. **PAYMENT.** The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in

full, based upon actual time spent on the tasks outlined in Exhibit A. Any terms in Exhibit A other than the scope or work, payment rates and schedule of payment are null and void. This amount shall not exceed \$116,121 (“Contract Price”) for the Term of the Agreement unless additional payment is approved as provided in this Agreement.

SECTION 2. All other provisions of the Agreement remain unchanged.

SECTION 3. The Recitals are incorporated herein as though set forth in full.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**CITY OF AGOURA HILLS
REDEVELOPMENT AGENCY**

Harry Schwarz
Chair

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele,
Agency Attorney

KTGY GROUP, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

[*Signatures of Two Corporate Officers Required]

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WITH THE CITY OF AGOURA HILLS REDEVELOPMENT AGENCY

NAME OF CONSULTANT:	KTGY Group, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Manny Gonzalez
CONSULTANT'S ADDRESS:	1733 Ocean Avenue, Suite 250 Santa Monica, CA 90401
CITY'S ADDRESS:	City of Agoura Hills Redevelopment Agency 30001 Ladyface Court Agoura Hills, CA 91301 Attn: Executive Director
PREPARED BY:	Allison Cook
COMMENCEMENT DATE:	October 14, 2010
TERMINATION DATE:	October 13, 2011
CONSIDERATION:	Contract Price Not to Exceed: \$9,615

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SERVICES BETWEEN THE CITY OF AGOURA HILLS
REDEVELOPMENT AGENCY AND KTG Y GROUP, INC.**

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A. On December 10, 2009, the Agency and Consultant entered into an Agreement for design consultant services in an amount not to exceed \$90,000, with a termination date of October 13, 2011. The Agreement was to provide architectural and landscape design services for the City’s Gateway Church Site 2 affordable housing project. The Gateway 2 Project site is located west of the Gateway 1 Project site, along Agoura Road, and consists of a portion of Parcel 7, Rancho Las Virgenes.

B. The Consultant has completed substantial work on the preliminary design of the project. At this time, additional work related to the preparation of the following is needed: fuel modification zone plan, additional site design related to product type changes, and landscape plan of the widening of Agoura Road fronting the project site.

C. The Agency and Consultant now wish to modify the Agreement to extend the termination date to December 31, 2011, and to provide the supplemental scope of work outlined in Exhibit A herein, which is a supplement to the Agreement’s Exhibit A, for an additional \$9,615. With this Amendment, the total contract price is a not to exceed fee of \$99,615.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, PROMISES, COVENANTS, AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES DO AGREE HEREBY AS FOLLOWS:

SECTION 1. The Agreement is hereby amended to read as follows:

1. TERM. This Agreement shall commence on October 14, 2010, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 13, 2011, unless sooner terminated pursuant to the provisions of this Agreement.

2. PAYMENT. The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in the Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the tasks outlined in Exhibit A. Any terms in Exhibit A other than the scope of work, payment rates and schedule of payment are null and void. This amount shall not exceed \$99,615 (“Contract Price”) for the Term of the Agreement unless additional payment is approved as provided in this Agreement.

SECTION 2. All other provisions of the Agreement remain unchanged.

SECTION 3. The Recitals are incorporated herein as though set forth in full.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

**CITY OF AGOURA HILLS
REDEVELOPMENT AGENCY**

Harry Schwarz
Chair

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele,
Agency Attorney

KTGY GROUP, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

[*Signatures of Two Corporate Officers Required]

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SUPPLEMENTAL SCOPE OF WORK AND SCHEDULE OF FEES

