



REMODEL OF THE CMC COUNCIL CHAMBER – PHASE TWO

October 13, 2015

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FINANCIAL IMPACT

The Amendment to the Contract with LPA, Inc. is for an additional amount of \$25,500.

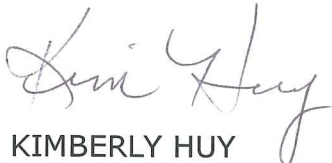
The projected cost for the construction, administration and remodeling of the Council Chamber is approximately \$425,000 for a total construction cost of \$450,500. Of these projected costs, \$375,500 is eligible to be paid through the Park In Lieu Fee Fund, as the Community Meeting Center is utilized for recreational and community programs for all ages. The cost to replace the audio-visual equipment, approximately \$75,000, is not an eligible expense for Park In Lieu fees. This expense will be absorbed within the existing FY 2015-16 Community Services Department budget.

At present, there is a \$165,000 savings from Phase One that will be returned to the Park In Lieu Fee Fund. Staff is recommending that the cost of bringing the Council Chamber into ADA compliance be paid through the Park In Lieu Fee Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment to the Agreement with LPA, Inc., for the preparation of audio visual engineered drawings for bid and the construction administration of the remodel of the Council Chamber; and
- Authorize that \$375,500 be allocated from the Park In Lieu Fee fund for the completion of the ADA improvements and remodel of the Council Chamber.



KIMBERLY HUY  
Community Services Director



By: Janet Pelayo  
Manager

Attachment 1: Amendment No. 4 to the Agreement with LPA, Inc.  
Attachment 2: Rendering of the Remodel of CMC Council Chamber

Recommended for Approval



Scott C. Stiles  
City Manager

## City of Garden Grove

### AMENDMENT NO. 4 TO CONSULTANT AGREEMENT

**FOR: Architectural and Design Services for Renovation of the Community Meeting Center to add Certain Bidding Phase and Construction Contract Administration Services**

This Amendment No. 4 to Consultant Agreement ("Amendment No. 4") is made and entered into this 13th day of October, 2015, by and between the **City of Garden Grove**, hereinafter referred to as the "CITY", and **LPA, Inc.**, hereinafter referred to as "CONSULTANT".

WHEREAS, CONSULTANT and CITY entered into that certain Consultant Agreement dated August 26, 2014 for the provision by CONSULTANT of certain architectural and design services for the renovation of the Community Meeting Center at (the "Original Agreement"); and

WHEREAS, on or about October 31, 2014, CONSULTANT and CITY entered into that certain Amendment No. 1 to the Original Agreement ("Amendment No. 1") to expand the scope of CONSULTANT's services to include design services for the Council Meeting Chamber and to increase the total allowable not-to-exceed compensation payable to CONSULTANT from \$126,240 to \$148,740; and

WHEREAS, on or about March 24, 2015, CONSULTANT and CITY entered into that certain Amendment No. 2 to the Original Agreement ("Amendment No. 1") to expand the scope of CONSULTANT's services to include retention of a third-party consultant approved by CITY to provide peer review of the roofing plans prepared by CONSULTANT and to increase the total allowable not-to-exceed compensation payable to CONSULTANT from \$148,740 to \$156,240; and

WHEREAS, on or about December 23, 2014, CONSULTANT and CITY entered into that certain Amendment No. 3 to the Original Agreement ("Amendment No. 1") to expand the scope of CONSULTANT's services to include completion of an Audio Visual Study and separate Construction Documentation for the City Council Chamber and to increase the total allowable not-to-exceed compensation payable to CONSULTANT from \$156,240 to \$167,070; and

WHEREAS, the Original Agreement and Amendment Nos. 1, 2, and 3 are hereby referred to collectively as the "Agreement"; and

WHEREAS, CITY has requested that CONSULTANT provide certain additional services necessary to assist CITY in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction and for administration of the contract for construction once it is awarded; and

WHEREAS, CONSULTANT and CITY desire to amend the Agreement as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

1. In addition to the services to be provided pursuant to Section 2 of the Agreement and Amendment Nos. 1, 2, and 3, CONSULTANT shall also provide those services (the "Additional Services") described in CONSULTANT'S proposal attached hereto as Attachment 1 and incorporated herein by reference.

2. Section 1 of the Agreement is hereby amended to read as follows:

"Term of Agreement. The term of this Agreement shall continue until completion of all services required to be rendered CONSULTANT, or unless earlier terminated as provided herein."

2. CITY shall compensate CONSULTANT for the actual cost of the Additional Services described in Section 1, above at the rates set forth in Attachment 1; provided, however, that such additional compensation for the Additional Services shall not exceed Twenty Five Thousand Five Hundred Dollars (\$25,500). Accordingly, the total not-to-exceed compensation payable to CONSULTANT under the Agreement is hereby increased by **\$25,500**, from **\$167,070** to a new Not to Exceed Amount of **\$192,570**.

3. Except as expressly amended hereby, the Agreement remains in full force and effect as originally executed.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to be executed by their respective officers duly authorized on the date first written above.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

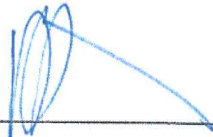
By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

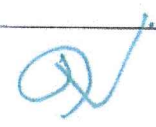
**"CONSULTANT"**  
**LPA, Inc.**

By: \_\_\_\_\_  


Name: **Robert O. Kupper, AIA**

Title: **Chief Executive Officer**

Date: **October 5, 2015**



If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date

**ATTACHMENT 1**

CONSULTANT'S PROPOSAL FOR ADDITINOAL SERVICES (AMENDMENT NO. 4)



## PROJECT DESCRIPTION

Scope of work is for the following:

- Audio Visual Engineered drawings for bid and
- Construction Administration for the refurbishment of the Council Chambers in the Garden Grove Community Center.

The construction drawings were provided by LPA in a previous phase, but not Bid with the Community Center. Plan check and permit however were obtained with the Community Center project.

## BASIC SERVICES

### 0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

#### 0.01 Project Administration services including:

- .01 Initial consultation in development of the Project.
- .02 Preparation of compensation estimates and professional services agreement(s).
- .03 Project-related research.
- .04 Conferences.
- .05 Communications.
- .06 Travel time.
- .07 Progress reports.
- .08 Direction of the work of in-house personnel.

#### 0.02 Disciplines Coordination/Document Checking services consisting of:

- .01 Coordination between LPA's work and the work of engineering and other involved disciplines for the Project.
- .02 Review and checking of documents prepared for the Project.

#### 0.03 Agency Consulting/Review/Approval services including:

- .01 Agency consultations.
- .02 Research of critical applicable regulations.
- .03 Preparation of written and graphic explanatory materials.

#### 0.04 GG-supplied Data Coordination services including:

- .01 GG to provide Record Drawings and Specifications of the existing Community Center.
- .02 GG to provide front end Division 0 and 1 to the Project Manual and Specifications

## 1 - BIDDING PHASE SERVICES

In the Bidding Phase, LPA, INC., following GG's approval of the Construction Documents shall provide those services designated necessary for LPA to assist GG in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

#### 1.01 Bidding Materials services consisting of organizing and handling Bidding Documents for:

- .01 Coordination.
- .02 Reproduction by City.

#### 1.02 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

#### 1.03 Bidding/Negotiations services consisting of:

- .01 Participation in pre-bid conferences.
- .02 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
- .03 Attendance at bid opening(s).

#### 1.04 Analysis of Alternates/Substitutions services consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to receipt of Bids or proposals.

#### 1.05 Deliverables consisting of:

- .01 Bid documents.
- .02 Addenda.

## 2 - CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

In the Construction Contract Administration Phase, LPA, INC. shall provide those services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between GG and Architect for Designated Services. The following descriptions shall apply to those services:

#### 2.01 Office Construction Administration services consisting of:

- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.



- a. Shop drawings and submittals review (limit two iterations per submittal) to be turned reviewed and returned in fifteen (15) days.
  - b. RFI's to be reviewed and returned in three (3) days.
  - c. More than two (2) reviews of a single submittal will result in an additional service.
- .02 Distribution of submittals to GG, Contractor and/or LPA's field representative, as required.

**PROPOSED COMPENSATION**

The following is the proposed compensation for the Basic Scope of Services:

AV Engineered Drawings	\$19,000
Bidding / Negotiations	\$1,500
Construction Observation	\$5,000

<b>TOTAL FEES</b>	<b>\$25,500</b>
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**2.02 Construction Field Observation** services consisting of visits to the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications. Site visits are based on bi-weekly meetings for 26 weeks of construction.

Reimbursable [included from base scope]

**2.03 Quotation Requests/Change Orders** services consisting of:

**BASIC HOURLY RATE SCHEDULE**

- .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
- .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
- .03 Review and recommendations relative to changes in time for Substantial Completion.

Principal	\$215.00
Senior Managing Director	\$195.00
Senior Project Director	\$180.00
Project Director	\$165.00
Senior Project Manager	\$150.00
Managing Professional	\$140.00
Senior Professional	\$125.00
Professional	\$115.00
Professional Staff	\$105.00
Intermediate Staff	\$95.00
Staff	\$85.00
Support Specialist	\$75.00
Clerical Staff	\$70.00
Intern	\$60.00

**2.04 Project Closeout** services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to GG, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

NOTE: These rates became effective January 1, 2013 and are subject to change annually.

- .01 A detailed review with GG's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected.
- .02 Issuance of Certificate(s) of Substantial Completion.
- .03 Review upon notice by the Contractor(s) that the Work is ready for final review and acceptance.
- .04 Notification to GG and Contractor(s) of deficiencies found in follow-up review, if any.
- .05 Final review with GG representative to verify final completion of the Work.





### STANDARD ASSUMPTIONS

The following are Scope of Services assumptions:

1. **PROJECT PHASES:** This proposal is based on the assumption that the project shall be installed in one phase. Additional phasing of the project shall require changes to the Construction Documentation, Bid Negotiation and Construction Administration phases of work. Additional work due to phasing of the project shall be considered as additional services.
2. **MEETINGS:** Where the maximum number of meetings to be included in Architect's services is specified herein, Architect and architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services.
3. **DOCUMENTS:** Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.

### CLIENT RESPONSIBILITIES

1. **APPROVAL:** The Client's verbal request to commence each task constitutes approval of prior work. Changes in subsequent work will be considered additional services, documented and billed on an hourly basis.
2. **ADDITIONAL SERVICES:** Tasks not included in this Scope of Services, but requested by the Client shall be identified as such and billed at an hourly rate, unless a detailed scope of services proposal is requested.
  - .01 **SCOPE ADJUSTMENT:** If there is an adjustment in schedule, scope, and budget, this will result in an additional service.
  - .02 **BILLING/PAYMENT:** LPA shall invoice the Client monthly for a percentage of the work completed under the Lump Sum terms of the Contract. Payment is due thirty (30) days from the date of the invoice. LPA shall stop all current work, and notify the Client if payment is not received within thirty (30) days.
  - .03 **SPECIFICATIONS:** The Client shall provide the Standard General Conditions, Special Conditions, and Bidding Instructions.

3. **CONSTRUCTION CONTINGENCY:** Due to the unique nature of this facility and the fact that this is a remodel of an existing building, it is standard practice that the Owner carry a 15-20% contingency to cover unexpected and unforeseen occurrences that may arise during construction.
4. **OTHER CLIENT RESPONSIBILITIES** include:
  - .01 **FEES:** The Client shall pay all government fees, permits, assessments, etc.
  - .02 **SPECIFICATIONS:** The Client shall provide the Standard General Conditions, Special Conditions, and Bidding Instructions.
  - .03 **TRAFFIC ENGINEERING:** The Client shall provide a current traffic engineering study.
  - .04 **DEMOLITION:** This proposal assumes the demolition of existing improvements will not be part of these documents. Hazardous materials investigation and report shall be provided by the Client and is not a part of this scope of work.

### ITEMS NOT INCLUDED IN THIS SCOPE OF WORK

1. Submittal(s) fees.
2. FF&E Procurement.
3. Testing or any agency fees.
4. Rendering, flythrough, 3D graphics or other presentation, fund raising, or marketing material.
5. Any item not specifically noted as included in the Scope of Services.
6. Special disciplines consultation services consisting of retaining, directing and coordinating the work of special disciplines consultants identified from the following list or any other sources not listed, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:
  - .01 Acoustics.
  - .02 Communications.
  - .03 Computer Technology.
  - .04 Construction Management.
  - .05 Geotechnical.
  - .06 Security Systems Design & Engineering.
  - .07 Soils/Foundations.

