

RESOLUTION NO. 2022-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 2 TO THE ON-CALL ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND JEFF KATZ ARCHITECTURE TO CHANGE THE FIRM NAME FROM JEFF KATZ ARCHITECTURE TO COAR DESIGN GROUP, TO INCREASE THE ANNUAL CONTRACT LIMIT AMOUNT TO \$2,000,000 FOR FISCAL YEAR 2022-2023 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, on November 16, 2021, the City Council adopted Resolution No. 2021-119, approving the final 2021-22 & 2022-23 Budget. Included in the Capital Improvement Program (CIP) portion of the budget was an allocation of \$3,500,000 in blight escrow bond funding to redevelop the sports center building on the former Fort Ord; and

WHEREAS, on July 7, 2021, the City Council passed Resolution No. 2020-79, approving a professional services agreement between the City of Marina and Jeff Katz Architecture with an annual limit amount of \$300,000.00 for Architectural Services for projects in the CIP; and

WHEREAS, on December 2, 2021, the City entered into an agreement with the Jeff Katz Architecture to provide on-call architecture services associated with various City projects.

WHEREAS, on December 14, 2021, the City Council received a presentation on the Sports Center including options to include roller sports in the programmed facilities. City Council directed staff to begin design of the Sports Center, Aquatic Center, and an outdoor Sports Pavilion; and

WHEREAS, the City received a cost proposal for the architectural design, bidding document preparation, and architectural support during construction for the Sports Center Building Rehabilitation Project in the amount of \$913,500. The JKA proposal also schematic design and design development to a 30% level for the Aquatic Center and outdoor Sports Pavilion; and

WHEREAS, the annual contract limit for the On-Call Architectural Services between the City of Marina and JKA is \$300,000 and is not sufficient to issue Service Orders for full scope of the proposed architectural services for the Sports Center Building Rehabilitation Project; and

WHEREAS, the City Council passed Resolution 2022-14 for the approval of Amendment No 1 to the On-Call Architectural Services agreement between the City and JKA increasing the annual contract limit to \$900,000.00 for fiscal year 2022-2023; and

WHEREAS, Service Orders were issued to JKA for architectural design, bidding document preparation, and architectural support during construction for the Sports Center Building Rehabilitation Project and schematic design and design development to a 30% level for the Aquatic Center and outdoor Sports Pavilion; and

WHEREAS, on September 23, 2022 the City received letter from JKA regarding the company name change to COAR Design Group; and

WHEREAS, an agenda item on this October 6th, 2022 City Council meeting is for the approval of expanded architectural and professional services and approval of COAR's cost proposal of \$858,500 for total contract amount of \$1,772,000 (time and material not to exceed) for the scope of work which includes design to 100% level, prepare bidding documents and architectural support services during construction for the City of Marina Sports Complex Phase 1 Project and schematic and design development to 30% level for outdoor Sports Pavilion; and

WHEREAS, approval of this request allows the issuance of a service order to COAR for the expanded architectural and professional services for the Aquatic Center, and Connector building; architectural building and site design to 100% level, prepare bidding documents and architectural support services during construction; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Marina does hereby adopt Resolution No. 2022- for the following actions:

1. Approving Amendment No. 2 to the On-Call Architectural Services agreement between the City of Marina and Jeff Katz Architecture (JKA) changing the name of the firm from Jeff Katz Architecture (JKA) to COAR Design Group and increasing the annual contract limit amount to \$2,000,000 for fiscal year 2022-2023 (**Exhibit A**); and
2. Authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of October 2022, by the following vote:

AYES: COUNCIL MEMBERS: Medina Dirksen, Berkley, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Burnett

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**AMENDMENT No. 2 TO AGREEMENT
BETWEEN CITY OF MARINA AND COAR
DESIGN GROUP FOR ON-CALL
ARCHITECTURE SERVICES**

THIS AMENDMENT No. 2 ("Amendment 2") to the Agreement for On-Call Architecture Services pertaining to various City projects and to provide on-call support services for the City on an as-needed basis as determined by the City Engineer is made this day _____, 2022, by and between the City of Marina, a California charter city ("CITY") and COAR Design Group, a California Corporation ("CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein collectively as the "Parties."

Recitals

- A. On December 2, 2021, CITY and CONTRACTOR entered into the Agreement for On-Call Architecture Services (the "Agreement") for services to provide architectural services pertaining to various City projects and to provide on-call support services for the City on an as-needed basis as determined by the City Engineer. The term of the Agreement ends on June 30, 2024, and compensation to the Contractor under the Agreement was limited to \$300,000 per fiscal year.
- B. On March 22, 2022, Amendment no. 1 was issued to increase the total annual compensation limit for fiscal (FY) 2022-2023 to \$900,000. In the First Amendment, Section (a) of the Article 3 "Compensation" from the Agreement were deleted and replaced to increase the compensation cap into \$900,000 for FY 2022-2023.
- C. The Agreement provides it may only be amended or modified by written agreement of the Parties. Both Parties now desire to amend the Agreement to increase the total annual compensation cap for FY2022-2023 to provide additional compensation for the on-call architectural services associated with various City projects described generally by Exhibit A of the Agreement- Consultant shall provide services pertaining to city projects and shall perform standby and support services for City as determined by the City Engineer.
- C. Only the numbered Articles of the Agreement which are being amended are set forth in this Second Amendment.

Terms & Conditions Amended

Now, therefore, the Parties agree to amend the Agreement and Amendment no. 1 as follows:

- 1. Jeff Katz Architecture "Contractor" is changed to COAR Design Group "Contractor"
- 2. Article 3 "Compensation" Section (a) is deleted and replaced to read its entirety:

"City liability for compensation to Contractor under this Agreement, as amended, shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in accordance with the provisions of this Section and the hourly rate(s) and reimbursable schedule(s) attached hereto as Exhibit B and incorporated herein by this reference. The total annual compensation under this Agreement as amended shall be limited to: (1) Three hundred Thousand (\$300,000) for the period December 2, 2021 to June 30, 2022, FY 2021-2022; (2) Two Million Dollars (\$2,000,000) for the period July

1, 2022 to June 30, 2023, FY 2022-2023; (3) On July 1, 2023 and continuing for the remaining term of this Agreement the total amount of compensation under this Agreement as amended shall be limited to Three Hundred Thousand Dollars (\$300,000) per fiscal year. All fiscal years commence on July 1 and end on June 30 and compensation during any portion of a fiscal year shall be prorated. For purposes of calculating and pro-rating compensation due each fiscal year shall be considered to have 365 days."

All other terms and conditions of the Agreement shall remain in full force and effect.

This Second Amendment may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Counterpart may be delivered by facsimile, electronic mail (including pdf. or any electronic signature complying with the U.S.ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code 1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes. This Second Amendment consists of three (3) pages.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement for CONTRACTOR to provide engineering and building permit services pertaining to City projects and development and to provide support services for the CITY on an as-needed basis as determined by the City Engineer on the date(s) and year written below.

CITY OF MARINA

COAR Design Group, a California Corporation

By: _____
Layne Long
City Manager

By: _____
Name:
Its:

Date: _____ 2022

Date: _____ 2022

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



City of Marina
211 Hillcrest Avenue
Marina, CA 93933

September 23, 2022

RE: Name Change

To Whom it May Concern,

Jeff Katz Architectural Corporation has changed its name to COAR Design Group. There is no change to the ownership or the address just the corporate name, see updated W-9 included.

A handwritten signature in blue ink, appearing to read "Jeff Katz", followed by a horizontal line.

Jeff Katz
President

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 6, 2022

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2022-
APPROVING AMENDMENT NO. 2 TO THE ON-CALL
ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF
MARINA AND JEFF KATZ ARCHITECTURE TO CHANGE THE FIRM
NAME FROM JEFF KATZ ARCHITECTURE TO COAR DESIGN GROUP,
TO INCREASE THE ANNUAL CONTRACT LIMIT AMOUNT TO \$2,000,000 FOR
FISCAL YEAR 2022-2023, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO
FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.**

REQUEST:

It is requested that the City Council consider adopting Resolution No. 2022- for the following actions:

1. Approving Amendment No. 2 to the On-Call Architectural Services agreement between the City of Marina and Jeff Katz Architecture (JKA) changing the name of the firm from Jeff Katz Architecture (JKA) to COAR Design Group and increasing the annual contract limit amount to \$2,000,000 for fiscal year 2022-2023 (**Exhibit A**); and
2. Authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

On November 16, 2021, the City Council adopted Resolution No. 2021-119, approving the final 2021-22 & 2022-23 Budget. Included in the Capital Improvement Program (CIP) portion of the budget was an allocation of \$3,500,000 in blight escrow bond funding to redevelop the sports center building on the former Fort Ord.

On July 7, 2021, the City Council passed Resolution No. 2020-79, approving a professional services agreement between the City of Marina and Jeff Katz Architecture for a period of two years with an annual contract limit amount of \$300,000.00 for Architectural Services for execution of CIP projects.

On December 2, 2021, the City entered into an agreement with the Jeff Katz Architecture to provide on-call architecture services associated with various City projects.

On December 14, 2021, the City Council received a presentation on the Sports Center including options to include roller sports in the programmed facilities. City Council directed staff to begin design of the Sports Center, Aquatic Center, and an outdoor Sports Pavilion.

The City received a cost proposal for the architectural design, bidding document preparation, and architectural support during construction for the Sports Center Building Rehabilitation Project in the amount of \$913,500. The JKA proposal also includes schematic design and design development to a 30% level for the Aquatic Center and outdoor Sports Pavilion.

On March 15, 2022, the City Council passed Resolution 2022-14 for the approval of Amendment No 1 to the On-Call Architectural Services agreement between the City and JKA increasing the annual contract limit to \$900,000.00 for fiscal year 2022-2023.

Service Orders were issued to JKA for architectural design, bidding document preparation, and architectural support during construction for the Sports Center Building Rehabilitation Project and schematic design and design development to a 30% level for the Aquatic Center and outdoor Sports Pavilion.

ANALYSIS:

On September 23, 2022 the City received a letter from JKA regarding the company name change to COAR Design Group (see **EXHIBIT B**).

The rehabilitation of the existing Sports Center and Aquatic Center and construction of a new Connector Building is proposed to be named City of Marina Sports Complex Phase 1 Project.

An agenda item on this October 6th, 2022, Council meeting is for the approval of expanded architectural and professional services and approval of COAR's cost proposal of \$858,500, EXHIBIT B. The expanded architectural and professional services include architectural design to 100% level, prepare bidding documents and architectural support services during construction for the Aquatic Center and Connector building and associated site work.

The total contract amount for architectural and professional services with COAR is for a time and material not to exceed \$1,772,000 for the scope of work which includes design to 100%, prepare bidding documents and architectural support services during construction for the City of Marina Sports Complex Phase 1 Project and schematic and design development to 30% level for outdoor Sports Pavilion.

Currently, the approved annual contract limit for the On-Call Architectural Services between the City of Marina and JKA (currently named COAR) is \$900,000 and is not sufficient to issue Service Orders for the full scope of the proposed architectural and professional services for the additional work.

COAR has the experience to provide architectural services including design, bid document preparation and architectural support services during construction. They are familiar with the project and have provided design concepts and financial feasibility studies for the Sports Center as well as the Aquatic Center. Amending the COAR contract is a time and cost-efficient way for the City to deliver the City of Marina Sports Complex Phase 1 Project and concept design for the outdoor Sports Pavilion.

Approval of this request allows the issuance of a service order to COAR for expanded architectural and professional services for the Aquatic Center, and Connector building.

The majority of the COAR work will occur during Fiscal Year 2022-2023. Increasing the annual compensation limit for the on-call architectural services agreement with COAR to \$2,000,000 for this fiscal year will allow for completion of construction and bidding documents for the City of Marina Sports Complex Phase 1 Project.

FISCAL IMPACT:

Sufficient funding is allocated and available within the approved CIP budget to cover the full scope of the proposed architectural and professional services for City of Marina Sports Complex Phase 1 Project.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

Elvie Morla-Camacho, P.E., QSD
Project Management Services
Wallace Group

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina