

Project Name: Master Planning and Space Planning of the Grant R. Brimhall
and Newbury Park Libraries MI 2538 and MI 2539

**SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
JOHNSON FAVARO, LLP**

Contract No. 12597-2020

THIS SECOND AMENDMENT to the Agreement for professional engineering services entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **JOHNSON FAVARO, LLP**, ("Consultant"), entitled Master Planning and Space Planning of the Grant R. Brimhall and Newbury Park Libraries and dated October 7, 2020, and amended September 14, 2022 (herein "Contract") is made this 28th day of February, 2023.

RECITALS

- A. A First Amendment extending the expiration date of the Contract to September 30, 2024 was executed on September 14, 2022.
- B. Section 3 of the Contract, currently, and as may have been previously amended, provides for a "not to exceed" total amount of \$43,760 for services generally and briefly described in Section 2 as Phase I - Discovery Phase relating to Library Services and an Existing Facilities Assessment.
- C. City is in need of revising and expanding the Scope of Work to be performed under the present Contract and adding \$398,925 additional compensation for Consultant. Consultant is desirous of performing such and receiving additional compensation for said services.
- D. City and Consultant desire to revise and expand the Scope of Work, include additional phases and increase the Contract not to exceed amount to \$442,685 while keeping all other terms intact.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 2 of Contract is amended to include the additional Scope of Work and Exhibit A is hereby replaced by Exhibit A-1, attached hereto and incorporated herein. Section 2 shall now read in its entirety as follows:

2. **DESCRIPTION OF SERVICES**

The services to be performed by Consultant are as follows:

Professional services in conjunction with Master Planning and Space Planning of the Grant R. Brimhall and Newbury Park Libraries. Services and deliverables shall generally include the tasks outlined in Phases 1 through 3, which are more particularly set forth in the Scope of Work, attached as Exhibit A-1, which is incorporated herein by reference.

Part 2. The sum of \$398,925 is added to the Contract not to exceed amount. Section 3 of the Contract is hereby amended to revise the Schedule of Fees and Exhibit B is hereby replaced by Exhibit B-1, attached hereto and incorporated herein. Section 3 shall now read in its entirety as follows:

3. **COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$442,685 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

In lump sum amounts based on percentage completion, per the payment schedule set out in Consultant's Schedule of Fees, attached as Exhibit B-1 and incorporated herein.

(b) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

(c) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit B-1.

Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Second Amendment to Contract as of the date set forth above.

JOHNSON FAVARO, LLP

By: James B. Favaro
Title: Partner/Principal Architect

By: Steve L. Johnson
Title: Partner/Principal Architect

ATTEST:

CITY OF THOUSAND OAKS

Laura B. Maguire, City Clerk

Kevin McNamee, Mayor

CITY OF THOUSAND OAKS

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

APPROVED AS TO FORM:
Office of the City Attorney

Jaime Boscarino, Finance Director

Tracy Friedl, Assistant City Attorney

EXHIBIT A-1

Johnson Favaro, LLP Master Planning and Space Planning of the Grant R. Brimhall and Newbury Park Libraries

SCOPE OF WORK

All work to be performed by Johnson Favaro (JF) unless stated otherwise.

Phase I – Discovery

1. Library Services

- a. Document existing and projected city-wide demographics.
- b. Graphically document existing library service area(s).
- c. Review City-provided Community Attitudes Survey and Library's Strategic Plan.
- d. Identify potential alternate/additional library sites within the City limits.
- e. Analyze existing library staffing, financing, expenditures and collections.
- f. Identify and evaluate future digital and automated library technologies.
- g. Analyze existing and projected maintenance and operations protocols and costs.
- h. Compare existing programs and services with benchmark library programs and services statewide as well as desires, needs, concerns expressed by library administration, staff, stakeholders and community.

2. Existing Facilities Assessment

- a. Review existing library site documentation and complete conditions assessment of existing sites based on visual observation.
- b. Facilitate assessment of existing facilities conditions: architecture, structure, MEP, AV/IT systems, and ADA compliance, flexibility, and expansion capability.
- c. Review architectural and engineering constraints (i.e., bearing walls/framing) that may impede the goal of providing a flexible space.
- d. Analyze existing technology infrastructure (collections storage and retrieval, internet accessibility, etc.).
- e. Review, compile and document regulatory constraints and requirements.
- f. Document existing conditions: plans, sections, 3D computer and physical models.
- g. Document vision, desires, needs and concerns of library leaders, staff and community.
- h. Assemble statewide library facilities best practices documentation.
- i. Assist library with commission and provision of land survey of the existing properties (Grant Brimhall and Newbury Park)

3. Existing Site's Assessments (Grant Brimhall and Newbury Park)

- a. Review portions of City provided Visioning 2064 report and the City's General Plan related to library services, land use and zoning restrictions.
 - b. Analyze and document topography, geotechnology and ground plane permeability for purposes of assessing construction suitability and/or feasibility.
 - c. Analyze on and off-site library land-use and activity zones.
 - d. Identify and describe pedestrian circulation, landscape and open space challenges and opportunities.
 - e. Document security enclosures, service and emergency access and exits.
 - f. Assess and graphically document existing parking and transportation facilities including parking and transportation needs for patrons, staff, and library deliveries.
 - g. Facilitate evaluation of building and utilities infrastructure and energy consumption.
 - h. Analyze the existing library buildings and sites regarding renovation vs. expansion vs. new structure.
 - i. Analyze pros and cons of investing in the existing libraries versus building new facilities.
4. Quantitative Library Site and Building Program Analyses and Projections (Grant Brimhall and Newbury Park)
 - a. Library site and building gross floor area, site coverage and Floor Area Ratio (FAR).
 - b. Evaluate existing and projected library floor area needs overall and by program area.
 - c. Create development criteria for new library building and/or renovation(s) and/or expansion(s) of existing libraries as necessary.
 - d. Summarize development criteria for new library building and/or renovation(s) and/or expansion(s) of existing libraries as necessary.
 5. Library Location Assessment (GB and NP sites and elsewhere as necessary)
 - a. Complete area-wide investigation, inventory and documentation of promising candidate sites.
 - b. Create map of vehicular and public transit corridors.
 - c. Create map of existing City-owned civic and community assets (government, schools, parks) and Conejo Recreation and Park District (CRPD) owned sites within Thousand Oaks city limits.
 - d. Document existing library sites and alternative potential candidate sites' existing conditions: plans, sections, 3D computer models.
 - e. Produce preliminary evaluations of candidate sites' location, size and configuration.
 - f. Assemble branch library facilities best practices documentation.
 - g. Complete analysis of candidate site planning and zoning regulations.
 - h. Complete preliminary site utility investigations (power, water supply, storm and waste) of promising candidate sites.

6. Preliminary Speculations: short, medium and long-term horizons (GB and NP library sites and elsewhere as necessary)
 - a. Identify current service areas of existing library facilities and gaps in service areas city-wide.
 - b. Develop opportunities and constraints on existing library sites and additional and/or alternate sites city-wide.
 - c. Develop preliminary alternate configurations and constraints on existing library sites and additional and/or alternate sites city-wide,
 - d. Identify and document special program location options (visual and performing arts, makerspaces, computer labs),
 - e. Complete preliminary calculations of library gross floor area and parking capacity on promising alternate candidate sites.
7. Discovery tasks performed by Linda Demmers
 - a. Analyze space use, efficiency, layout and functionality of existing facilities.
 - b. Gather and analyze detailed information from Library on contents and usage.
 - c. Work with Library Staff, utilizing guiding documents to create detailed building programs for both libraries.
8. Discovery tasks performed by Englekirk Structural Engineers
 - a. Conduct building site visit, structural condition assessment, and review of record drawings (GB and NP Libraries).
 - b. Feasibility evaluation of Café and meeting room (GB Library).
 - c. Issue existing building evaluation and develop planning and design criteria (NP Library).
9. Discovery tasks performed by NOVUS mechanical engineers.
 - a. Review previous as-built plans.
 - b. Assess existing building MEP systems.
 - c. Assess existing power utility infrastructure.
 - d. Review engineering constraints.
 - e. Issues summary report on findings.

Phase II – Options

10. Master Plan Options: short, medium and long-term horizons on existing libraries (GB and NP Library) and/or additional alternate sites.
 - a. Confirm new, renovated, reduced and/or added square footage necessary to implement future library needs.
 - b. Develop alternate and preferred interior and exterior library configurations on existing and/or candidate additional/alternate sites (indoor and outdoor facilities, landscaping, open space, vehicular areas).

- c. Develop alternate and preferred library site plans over short, medium, and long-term horizons.
- d. Develop aerial 3D model views of alternate and preferred library configurations at existing and alternate sites as necessary.
- e. Develop ground level 3D model views of alternate and preferred library configurations at existing and alternate sites as necessary.
- f. Develop alternate and preferred vehicular circulation and parking strategies (drop-off and pick-up, patron, staff, service and emergency)
- g. Develop alternate landscape, open space and sustainability strategies.
- h. Assist City with assessment of alternate property appropriation and/or acquisition strategies city-wide as needed.
- i. Facilitate development of rough order of magnitude (ROM) cost estimates of alternate and preferred library redevelopment scenarios and configurations.

11. Prioritization, Phasing Options and Draft Library Master Plan Report

- a. Develop preferred options for renovations and additions to existing facilities and/or replacement of existing facilities and/or new facilities elsewhere city-wide if/as necessary over time.
- b. Identify and document high-priority program needs at GB and NP libraries and/or alternate sites city-wide as necessary.
- c. Identify high-priority facility renovation, expansion and/or new facility projects at GB and NP libraries and/or alternate sites city-wide as necessary.
- d. Identify and document preferred option(s) if any for potential site or facility appropriation and/or acquisition at preferred alternate candidate sites.
- e. Develop conceptual phasing options for short, medium and long-term horizons of preferred options on existing and alternate candidate sites as necessary.
- f. Facilitate development of five-year horizon rough order of magnitude (ROM) project cost estimates.
- g. Create draft facilities master plan for review by City leadership, library administration, staff, patrons, stakeholders and community.

12. Options tasks performed by Linda Demmers

- a. Create a detailed building program for renovated Brimhall Library.
- b. Create a detailed building program for a renovated/new Newbury Park Library.
- c. Utilize Building Program Detail to Develop Conceptual and Schematic Design Plans for two (2) conceptual designs and preliminary floor plans for the renovated libraries.

13. Options tasks performed by MGAC

- a. Provide draft construction cost plan based on masterplan level information.
- b. Provide final construction cost plan based on masterplan level information. Cost plans will identify costs for two optional conceptional layouts at each library for interior renovation.

14. Options task performed by Englekirk Structural Engineers

- a. Input regarding revisions to existing libraries and preparation of structural narrative (GB and NP Libraries).

15. Options tasks performed by NOVUS MEP Engineers

- a. Evaluate MEP utilities infrastructure to support a café with commercial kitchen.
- b. Evaluate MEP infrastructure to support adding meeting room(s).
- c. Evaluate MEP infrastructure to support an addition (GB Library).

Phase III - Recommendations

16. Recommendations/Final Report

- a. Finalize library site plans at completion of short, medium and long-term horizons.
- b. Refine conceptual layouts for the replaced, relocated, expanded and/or renovated GB and NP Libraries.
- c. Refine computer generated 3D aerial views of library and/or libraries at completion of short, medium and long-term horizons.
- d. Refine computer generated ground level views of the library(s) at completion of short, medium and long-term horizons.
- e. Refine ground level 3D rendering views of the library and or libraries at short, medium and long-term horizons.
- f. Generate before and after site analysis diagrams.
- g. Facilitate ROM cost estimates by cost consultant of short, medium and long-term horizons.
- h. Complete rendering(s) of major outdoor open spaces and amenities.
- i. Complete library master plan final report.

17. MEP Engineering – NOVUS

- a. Review previous as-built drawings.
- b. Assess existing building MEP systems.
- c. Assess existing power/utility infrastructure.
- d. Review engineering constraints.
- e. Issue summary report on findings.
- f. Evaluate MEP utilities infrastructure to support a café with commercial kitchen.
- g. Evaluate MEP infrastructure to support adding meeting room.
- h. Evaluate MEP infrastructure to support an addition (GB Library).

Community Outreach

Meetings in this category are described and included in the costs of the various phases as indicated below.

JOHNSON FAVARO PROGRAM OF OUTREACH DETAILED DESCRIPTION						
Participant	Number of Meetings	Estimated Hours/ Meeting*	Total Meeting Hours*	Consultant Principal Hours/ Meeting	Total Principal Hours	<u>Comments</u>
Project Manager	5	1	5	1.5	7.5	Virtual or in-person. One meeting or several shorter meetings. Usually both, but sometimes only Steve or Jim will participate.
Project Team	5	2	10	1.5	15	Approx. a couple of hours or more in which JF staff are screening ideas for presentation to steering committee and other audiences. Conducted in-person with supporting hard copy and digital materials. Typically, both Steve and Jim attend these meetings as they are strategic in nature- but sometimes one Principal will handle it.
Steering Committee	6	2	12	2	24	A typical steering committee meeting consists of 20-30 minute presentation by JF followed by 90-100 minutes of Q & A and conversation. Both Steve and Jim attend all meetings.
Senior Management	4	1	4	1.5	6	These are to update senior management staff on deliberations of project team and steering committee. Steve and Jim usually both attend but on occasion just one Principal will attend.
Senior Library Staff	6	2	12	1.5	18	These are in depth stakeholder meetings in which JF staff are understanding needs, desires, and concerns of the librarians regarding programming, planning and (future) design at a detail level. Can be as short as 90 minutes or as long as 4 hours- whatever it takes. Steve and Jim both like to attend, but sometimes one Principal will handle it.
Friends of the Library /Library Foundation and Partners	4	2	8	2	16	Meetings at the beginning of the process are listening sessions with no time limit. Later on, they consist of a presentation at 20-30 minutes followed by 90-100 minutes of Q & A /discussion
City/County Regulatory Agencies	2	1	2	1.5	3	Difficult to predict, but these may consist of several short meetings (15-20 minutes) instead of a one-hour meeting; and/or we may group a few departments into one

						meeting. Usually consists of us sharing information with and asking questions of them
City Council Capital Facilities Committee	4	1.5	6	2	12	If needed they consist of a 15-20 minute presentation followed by Q & A and discussion. (This project may be one agenda item of many in the meeting).
City Council Presentations	3	4	12	2	24	If requested, includes as much as 90 minutes. The time allotted typically consists of 10-15 minute presentation followed by 75-80 minutes of public and council comment, Q & A and discussion. Includes time sitting through the meeting prior to the agenda item. Steve and Jim both attend
Community Meetings	3	3	9	2	18	Community meetings are typically 120 minutes in length. They start with a 20-30 minute presentation by Steve or Jim. Depending on size of meeting the audience may engage in 90-100 minutes of Q & A and discussion or break up into small groups with 45 minute discussion, followed by a 45 minute report back to full group. All comments are recorded on large pads on easels. Exhibits with post-it comments can be staged simultaneously. The meeting duration indicated allows for 30 minute set-up and 30 minute break down. If small group discussions take place, JF will bring as many as 3-4 associates to lead them.
TOTALS	42		80		143.5	This program of outreach is a framework and for reference only. The number of meetings and hours per meetings are approximate and within reasonable limits their number and associated fees shall not be revisited.

*Not including travel time to and from meeting. JF will add 90 minutes to each meeting or group of meetings to cover travel time.

PROGRAM OF OUTREACH					
	Participants	Phasing*			
		1	2	3	Total
	Project Manager	2	3	0	5
	Project Team	2	3	0	5
	Steering Committee	1	4	1	6
	Senior City Management Staff	1	2	1	4
	Senior Library Staff	2	3	1	6
	Friends of the Library/Library Foundation & Partners	2	2	0	4
	City/County Regulatory Agencies	0	2	0	2
	City Council/Capital Facilities Committee	1	2	1	4
	City Council Presentations	1	1	1	3
	Community Meetings	1	2	0	3
	Total	13	24	5	42

*Phase 1 - Discovery

Phase 2 - Options

Phase 3 - Recommendations

EXHIBIT B-1

Johnson Favaro, LLP Master Planning and Space Planning of the Grant R. Brimhall and Newbury Park Libraries

SCHEDULE OF FEES

	Phase 1 Discovery	Phase 2 Options	Phase 3 Recommendations	Total
Johnson Favaro Phases I-III	\$59,455.00	\$115,200.00	\$38,880.00	\$213,535.00
Johnson Favaro Community Outreach	\$19,500.00	\$36,000.00	\$7,500.00	\$63,000.00
Linda Demmers Library Consultant	\$30,000.00	\$18,600.00	-	\$48,600.00
Englekirk Institutional Structural Engineering	\$5,600.00	\$2,800.00	-	\$8,400.00
NOVUS Design MEP Engineering	\$13,950.00	\$9,300.00	\$12,400.00	\$35,650.00
MGAC Cost Estimating	-	\$22,250.00	\$7,250.00	\$29,500.00
Total =	\$128,505.00	\$204,150.00	\$66,030.00	\$398,685.00

Phase		Proposed Fee
1	Discovery	\$ 128,505.00
2	Options	204,150.00
3	Recommendations	66,030.00
Subtotal Fee		\$ 398,685.00
Estimated Expenses		4,000.00
EXTRA SERVICES**		40,000.00
TOTAL CONTRACT NOT-TO-EXCEED		\$ 442,685.00

Consultant shall bill by percentage completed for each phase on a monthly basis and describe the work performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task and the total cost of that work during the preceding billing month.

****EXTRA SERVICES:** for additional work authorized by City Project Manager not included in items above, but required for complete project. Services to be charged based on the hourly rates listed below.

(The cost of additional work beyond the original costs as stated above, shall be noted separately on invoice as "Additional Services" and shall not be compensated without City approval received in writing prior to commencement.)

REIMBURSABLE EXPENSES

Estimated reimbursable expenses are shown above for each phase and will be billed at 1.1 times the cost. Anticipated reimbursable expenses include, but are not limited to travel expenses, which includes, but are not limited to hotel, lodging, meals, cost of travel (airline tickets or mileage costs at \$0.55 per mile), car rental, etc.

Costs not considered reimbursable: In-house black & white or color reproductions smaller than 11" x 17" on standard paper; phone calls within the State of California; and standard USPS first-class mail.