

REPORT

To the Redevelopment Agency Board
From the Executive Director

February 14, 2005

Subject

Amendment No. 1 to Professional Services Agreement with Freedman Tung & Bottomley (FTB) for the Design of the Courthouse Square.

Recommendation

1. Approve Amendment No. 1 to the Agreement with Freedman Tung & Bottomley to provide design services for the Courthouse Square Project with a budget of \$15,658 and appropriate funds from Agency's Downtown Funding Plan contingency
2. Authorize the Redevelopment Manager to execute the amendment to the agreement. The services will include additional public meetings and conceptual design iterations beyond the original scope of work.

Background

On April 28, 2003, the Redevelopment Agency Board entered into an agreement with Freedman, Tung & Bottomley for consulting services for the proposed Courthouse Square Plaza which is intended to compliment the Courthouse Restoration project and provide a community gathering place in the heart of Downtown. These consulting services included a community participation process for creating design concepts and development of a single conceptual plan that could be implemented under a separate contract. The fee for these services was not-to-exceed \$195,910.

The scope of work for these services included four community meetings and one Joint Study Session with the City Council, Planning Commission and Architectural Review Committee for a total of five meetings. As the public input process progressed, it became clear that additional meetings would be needed in order to be responsive to all of the participants. Thus, two additional Joint Sessions were added with the final session held on February 7, 2005.

With the additional meetings and resulting public input, additional iterations of the design were prepared which were also not part of the original scope of work. The amount of \$15,658 will cover the above additional scope items and with the acceptance of the final plan, the concept phase of the project will be complete.

6.1-B.2


The next step will be to prepare the construction documents. An agreement for these services will be forthcoming.

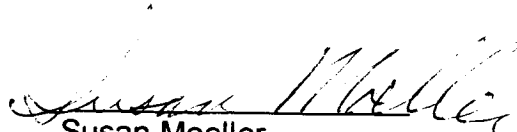
Alternatives

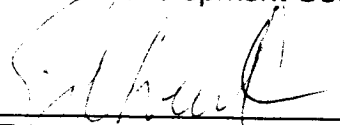
Do not approve Amendment No. 1 to the professional services agreement, in which case the final concept plans for the Courthouse Plaza would not be completed and the next step in the process, preparation of the construction documents, could not be started.

Fiscal Impact

The \$15,658 cost for the additional public meetings and numerous iterations of a concept plan is less than 10% over the original budget. The funds for this cost are available in the Downtown Funding Plan contingency.


Patricia J. Webb
Economic Development Coordinator


Susan Moeller
Redevelopment Manager


Ed Everett
City Manager

Attachment

Amendment No. 1 to Extend and Amend Agreement for Professional Consulting Services – Freedman Tung and Bottomley

**AMENDMENT NO. 1 TO EXTEND AND AMEND AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
(FREEDMAN TUNG & BOTTOMLEY)**

This Amendment No. 1 is entered into and effective as of the ____ day of _____, 2005, extending and amending the agreement dated April 28, 2003 (the "Agreement") by and between the Redwood City Redevelopment Agency, a redevelopment agency of the State of California ("Agency"), and FREEDMAN TUNG & BOTTOMLEY, ("Consultant") (collectively, the "Parties") for PROFESSIONAL CONSULTING SERVICES FOR PREPARING CONCEPTUAL DESIGN IN FRONT OF THE HISTORIC COURTHOUSE PLAZA.

RECITALS

A. The Parties desire to alter the Agreement's scope of work to perform additional investigation, carry out public meetings, and prepare conceptual plans for the proposed plaza design and to present the final concept design to the Agency; and

B. The Parties desire to extend the Agreement for a period of time to February 28, 2005.

C. The Parties have negotiated and agreed to a supplemental scope of work and fee schedule, which is attached to and incorporated in by this reference as Exhibit "A," Scope of Services and Fee.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. That the Agreement, as may have been amended from time to time, is hereby extended to February 28, 2005 and Consultant will be responsible for all work associated with those services described in Exhibit "A" and be paid a not to exceed amount of Fifteen Thousand Six Hundred Fifty Eight Dollars and no/100 (\$15,658.00). Consultant will provide Agency, on a monthly basis, copies of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by Agency.

2. Consultant will complete all work described in Exhibit "A" by February 28, 2005.

3. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

4. All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

6.1-B.4

5. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

CONSULTANT
FREEDMAN TUNG & BOTTOMLEY
74 New Montgomery Street-Suite 300
San Francisco, CA 94105

REDWOOD CITY REDEVELOPMENT
AGENCY, a redevelopment agency of
the State of California

*By:

(sign here)

(print name/title)

**By:

(sign here)

(print name/ title)

By:

Name/Title _____

ATTEST:

Patricia Howe, Agency Secretary

If required by Agency, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, or
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

Exhibit "A"

January 26, 2005

Brian Lee, Senior Civil Engineer
 City of Redwood City
 Department of Engineering and Construction
 1017 Middlefield Rd.
 Redwood City, CA 94063

Re: **Proposal for revisions to preferred plaza concept.**

Dear Brian:

On behalf of Freedman Tung & Bottomley (FTB) and its design team, we are pleased to present our team's Scope of Services for the revisions to the preferred plaza design concept. Collaborating with FTB on this work are Finger Moy & Guadagne Architects. Please find the following staffing & budget information.

Project Overview: Services include design revisions to the preferred plaza design concept as recommended by the City Council, Planning Commission, and the Architectural Review Committee. These changes will be presented in a following joint study session and address three specific concerns:

1. The potential problems associated with heat build-up under the glass pavilion roofs.
2. "Lightening" the pavilions through reducing the amount of masonry.
3. Explore the possibility of adding interactive fountain jets into the star pattern in the middle of the plaza.

Following the joint study session FTB will confirm final design direction in order to begin the DD/ CD phase.

City of Redwood City: Courthouse Plaza Design Services for Revisions to Preferred Concept												
Staffing & Budget Spreadsheet (v.1)												
Tasks: FTB Only	Principal		Associate		Proj LD		Autocad Op. II		Project Assist II		Total	Cum.
	hours	fees	hours	fees	hours	fees	hours	fees	hrs (rnd)	fees	Fees	Total
A. Finalize project definition		\$0		\$0		\$0		\$0	0	\$0	\$0	\$0
1. Check potential heat-build-up under pavilions; consult w FMG		\$0	2	\$200		\$0		\$0	1	\$30	\$230	\$230
2. Prepare design alternative for "lighter" pavilions; visual simulation	2	\$400	20	\$2,000		\$0	32	\$2,240	17	\$696	\$5,336	\$5,566
3. Investigate insertion of fountain jets in plaza; consult w/ fountain eng.		\$0	2	\$200		\$0	8	\$560	3	\$114	\$874	\$6,440
4. City Council Study Session		\$0		\$0		\$0		\$0	0	\$0	\$0	\$6,440
a. Prepare presentation materials; logistics coordination with City Staff	4	\$800	8	\$800	8	\$600		\$0	8	\$330	\$2,530	\$8,970
b. Presentation to City Council at Study Session	5	\$1,000	5	\$500		\$0		\$0	6	\$225	\$1,725	\$10,695
5. Follow-up confirmation of final design direction; teleconf w/ City Staff		\$0	1	\$100		\$0		\$0	0	\$10	\$110	\$10,810
Subtotal - Professional Services (FTB Only):											\$10,810	
Subconsultant- FMG Architects:											\$3,640	
Total Reimbursable expenses:											\$1,208	
TOTAL BUDGET ESTIMATE:											\$15,658	

Sincerely,



Trent Greenan,
 Associate

