



AGENDA REPORT

Meeting Date: November 18, 2008
Item Number: F-8
To: Honorable Mayor & City Council
From: Alan Schneider, Director of Project Administration
Subject: APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO REMODEL OF PUBLIC WORKS FACILITY FIRST FLOOR; AND

APPROVE A CHANGE PURCHASE ORDER TO RTK ARCHITECTS, INC. IN THE AMOUNT OF \$23,850 FOR THE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 2 to the Agreement with RTK Architects, Inc. in the amount of \$23,850 for additional structural and mechanical consulting services for HVAC improvements in connection with the remodel of the first floor of the Public Works Facility at 345 Foothill Road. The total compensation under this agreement is \$71,150 including all contingencies and reimbursable expenses.

INTRODUCTION

As part of the 2007-2008 fiscal year Capital Improvement Program (CIP), the City engaged RTK Architects, Inc. (RTK) to provide design consulting services to address the remodel of the first floor of the Public Works Facility necessitated to accommodate Public Works Transportation Division Parking Enforcement staff to be relocated from City Hall.

The scope of the remodel includes:

- Operating space for the Parking Enforcement group
- Expansion of the men's locker room for relocated staff
- Modifications to solid waste and environmental division shop and work area

- Expansion of the electrical shop
- Relocation of water operations to second floor
- Improvements to first floor exhibition space

DISCUSSION

In addition to the modifications to the existing work space to meet the long-term needs of the Public Works & Transportation staff, the facility contains certain HVAC inefficiencies that affect the comfort level of the offices and specifically the exhibition space. The proposed amendment to the agreement with RTK is to provide structural, and mechanical consulting services for HVAC improvements, including survey and analysis of existing HVAC system, design of HVAC upgrades, structural analysis and design for structural upgrade for new units added to roof; and remodel lab area and add new fume hood.

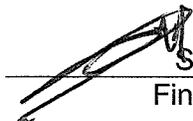
The scope of services includes:

- Mechanical system analysis of first and second floors:
 - Modifications to the air conditioning system including the supply and return ductwork, control system and ventilation for locker room.
- Mechanical upgrades to the exhibition space:
 - Provide the design for adding a pony chiller and air handling unit with economizer to increase the air volume to meet the demand.
- Structural analysis and design:
 - Prepare structural calculations and drawings for the design of the structural framing for the proposed new roof top HVAC equipment.

The proposed services under this amendment will be performed for the not to exceed amount of \$23,850 for a total agreement of \$71,150.

FISCAL IMPACT

Funding for the current Agreement has been allocated from the FY 08-09 CIP budget for the Improvements to the Public Works Yard and Facility Project #906, and is available to cover the cost of these services.



Scott G. Miller
Finance Approval

 _____
David D. Gustavson
Approved By

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO REMODEL OF PUBLIC WORKS FACILITY FIRST FLOOR

NAME OF ARCHITECT: RTK Architects, Inc.

ARCHITECT'S DESIGNATED REPRESENTATIVE: Mandana Motahari, Vice President

ARCHITECT'S ADDRESS: 2020 S. Robertson Boulevard
Los Angeles, California 90034

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Alan Schneider
Director of Project Administration

CITY'S DESIGNATED REPRESENTATIVE: Alan Schneider, Director of Project Administration

COMMENCEMENT DATE: Upon receipt of Notice to Proceed

COMPLETION DATE: Upon final acceptance by the City Council of the Project

COMPENSATION: Original Agreement: Professional fees not to exceed \$21,255 as more fully described in Exhibit B; Engineering fee contingency not to exceed \$6,000, as described in Exhibit E-1; Reimbursable expenses not to exceed \$1,700, as described in Exhibit E; Total not to exceed \$28,955

Amendment No. 1: Professional Fees not to exceed \$17,595, as more fully described in Exhibit B; Reimbursable expenses not to exceed \$750; Total not to exceed \$18,345

Amendment No. 2: Professional Fees not to exceed \$23,850, as more fully described in Exhibit B

Total compensation for Original Agreement and Amendment No. 1 and Amendment No. 2, including professional fees, reimbursable expenses and contingency not to exceed \$71,150

ARCHITECT'S CONSULTANTS: As listed in Exhibit F (list by name and discipline)

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO REMODEL OF PUBLIC WORKS FACILITY FIRST FLOOR

This Amendment No. 2 is to the Agreement between the City of Beverly Hills (hereinafter called "CITY"), and RTK Architects, Inc. (hereinafter called "Architect") dated October 9, 2007 and identified as Contract No. 409-07 as amended by Amendment No. 1 dated May 9, 2008 and identified as Contract No. 151-08 ("Agreement").

RECITALS

A. CITY entered into a written agreement with Architect dated October 9, 2007 for architectural and engineering design and construction administration services related to remodel of Public Works Facility first floor.

B. CITY desires to amend the Scope of Services, the Progress Schedule, and increase the compensation for the additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. Exhibit A-1, Progress Schedule, shall be amended as attached hereto and incorporated herein.

Section 2. Exhibit A-2, Project/Building Elements, shall be amended as attached hereto and incorporated herein.

Section 3. The Compensation shall be amended as set forth above and as more fully described in Exhibit B, attached hereto and incorporated herein.

Section 4. Except as specifically amended herein, the Agreement dated October 9, 2007 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____, 200 __, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

Architect: RTK ARCHITECTS, INC. ,
a California corporation

MANDANA MOTAHARI
Vice President

HERBERT KATZ
Secretary

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM
City Manager

[Signatures continue]



DAVID D. GUSTAVSON
Director of Public Works & Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A-1

Progress Schedule

The Architect proposes the following work schedule which shall commence at the discretion of City:

Original Agreement and Amendment No. 1 Services:

Commencement of work:	Upon receipt of Notice to Proceed
Investigation and documentation:	1 week
Schematic design documents:	2 weeks
Design Development Documents:	2 weeks
Construction Documents:	4 weeks
Permitting:	1 month
Construction Procurement:	2 months
Construction:	4 months

Amendment No. 2 Services:

Commencement of Work	Upon receipt of written Notice to Proceed
Investigation/Construction Documents	4 weeks from receipt of written Notice to Proceed

EXHIBIT A-2

Project/Building Elements

The remodel of the first floor of the Public Works facility is necessitated to accommodate the City's Transportation Division Parking Enforcement that is being relocated from City Hall.

The Public Works first floor remodel has been studied by the Architect as follows:

- (a) Create operating space for the Parking Enforcement group.
- (b) Expansion of men's locker room.
- (c) Modifications to solid waste and environmental division shop and work area.
- (d) Expansion of electrical shop.
- (e) Relocation of water operations to second floor.
- (f) Create engineering record drawings storage room.
- (g) Improvements to first floor exhibition room.

Amendment No. 2 Additional Elements:

The scope of this amendment is to provide structural, and mechanical consulting services for HVAC improvements, including survey and analysis of existing HVAC system, design of HVAC upgrades, structural analysis and design for structural upgrade for new units added to roof; and remodel lab area and add new fume hood, as follows:

- 1) Structural:
 - (a) As per the preliminary plans we understand that the project will include the following:
 - (b) Add two chilled water tanks on top of the roof with the required roof openings
 - (c) Included in our scope of the structural work are the following:
 - (d) Prepare structural calculations for the design of the structural framing for the proposed scope of work as per the latest applicable governing codes;
 - (e) Prepare structural drawings on CAD for the design of the structural framing for the proposed scope of work.
 - (f) Field visits during design as requested by the architect. (1 visit maximum.)
 - (g) Field visits during construction as requested by the architect. (1 visit maximum.)
- 2) Mechanical System Analysis and Survey of First and Second Floors:
 - (a) Survey and analyze the following:
 - (b) First and second floor air conditioning system including supply and return work, control system, locker room and exhibition room.
 - (c) Main air handling units operation.

- (d) Fan coil units operation.
 - (e) Main chiller plant operation.
 - (f) VAV box operation.
 - (g) Preliminary air conditioning load calculations.
 - (h) Analyze and confirm Test and Balance Report.
 - (i) Final report and recommendations.
- 3) Mechanical Upgrades for Exhibition Space:
- (a) Provide the design for adding a pony chiller & air handling unit with economizer to scope of work.
 - (b) Provide equipment mounting details to include weight and size.
 - (c) Perform load calculation.
 - (d) Coordinate control with EMS control vendor.
 - (e) Coordinate with Architects and other team members.
- 4) Submittals:
- (a) Consultant shall provide mark-up drawings on hard copy.
- 5) Exclusions:
- The following items are not included:
- (a) Civil, Acoustic consulting services.
 - (b) All off-site improvements (i.e., above or below ground utility work).
 - (c) Meetings beyond that indicated above.
 - (d) All engineering services not directly related to Scope of Services listed above.
 - (e) Start up equipment
 - (f) Value engineering
 - (g) CADD construction documents as-built.
 - (h) Pipe locator service, cable/wire and ductwork tracing services.
 - (i) Any extensive survey in concealed space (i.e.-wall, ceiling, floor, etc).
 - (j) HVAC smoke/exhaust system and controls.
 - (k) Any work beyond scope of work area.

EXHIBIT B

Compensation/Payment Terms

A. City shall compensate Architect for the satisfactory performance of services described in the Agreement an amount not to exceed Thirty-eight Thousand Eight Hundred Fifty Dollars (\$38,850.00) for professional fees based on the rates set forth in Exhibit D, attached hereto and incorporated herein. City shall pay Architect for reimbursable expenses reasonably incurred in the performance of this Agreement as described in Exhibit E, attached hereto and incorporated herein, in an amount not to exceed Two Thousand Four Hundred Fifty Dollars (\$2,450). If additional engineering is required, City shall pay Architect a contingency amount not to exceed Six Thousand Dollars (\$6,000) as described in Exhibit E-I, attached hereto and incorporated herein. In no event shall the total amount paid to Architect for the services required by this Agreement exceed Seventy One Thousand One Hundred Fifty Dollars (\$71,150).

B. Architect shall provide City with monthly invoices in a form acceptable to City for services performed. Such invoices shall describe in detail the work performed during the previous month and the hours spent performing the work. Invoices shall request that payment be made in proportion to the portion of total services performed, and also indicate the percent complete of that phase of the Work. City shall pay satisfactory invoices within forty-five (45) days. However, in no event shall Architect be paid more than the following:

1. Twenty-Five percent (25%) of the total Agreement price upon the satisfactory completion of the design development;
2. Eighty-Five percent (85%) of the total Agreement price upon the satisfactory completion of the Construction Documents and bidding.
3. Ninety percent (90%) of the total Agreement price prior to satisfactory completion of the bidding.
4. Ninety-Five percent (95%) of the total Agreement price upon the completion of construction of the Project.
5. Upon completion of construction of the Project, Architect shall be paid the remaining five percent (5%) of the total Agreement price.

C. If City exercises its right to terminate the Agreement other than for cause pursuant to Section 11 of the Agreement, compensation to Architect shall be based on the actual work completed at the time of termination, but in no case exceed the percentage shown above for the phase which was in progress when the services were terminated.