



## AGENDA REPORT

**Meeting Date:** November 18, 2008  
**Item Number:** F-13  
**To:** Honorable Mayor & City Council  
**From:** Alan Schneider, Director of Project Administration  
**Subject:** APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MDA JOHNSON FAVARO FOR CONSULTING DESIGN SERVICES RELATED TO PUBLIC LIBRARY RENOVATION FEASIBILITY STUDY; AND  
  
APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$157,500 TO MDA JOHNSON FAVARO FOR THESE SERVICES  
  
**Attachments:** 1. Agreement

---

### **RECOMMENDATION**

Staff recommends that the City Council move to approve the agreement with MDA Johnson Favaro for consulting design services related to the Beverly Hills Public Library renovation feasibility study, and approve a Purchase Order in the amount of \$157,500 for these services. The total compensation under this amendment is comprised of a fee of \$135,500 and an additional \$22,000 for contingencies and reimbursable expenses.

### **INTRODUCTION**

The original Library building of 39,000 sq. ft. was built in 1964 and was expanded in 1989-90 to its current size of approximately 75,000 sq. ft. The first floor of the Library houses the circulating collections, magazines and newspapers, movies and music, browsing collections, circulation services, the lobby, and children's Library. The second floor of the Library features the unique fine arts research collection and the reference collection. The second level also includes meeting rooms, staff offices, and the literacy program.

A program document was completed by the City's Library planning consultants Linda Demmers and Joan Frye Williams in February 2008, to identify deficiencies in the existing Library's programs, services and facilities, and to explore ways to improve them. The Demmers/Williams report identifies several deficiencies in the Library's facilities of which, the following are some of the most in need of remediation:

- The building is hard to find, buried within the Civic Center and hardly visible from the potentially prominent corner of Rexford Drive and Burton Way, two important cross town arterials.
- The building entrance is oddly located relative to its most prominent frontages, how most pedestrians approach the site and the parking facility.
- The interior layout “with its nooks, crannies and multiple staircases, is extremely confusing and defies all way finding assistance.”
- The organization of the collections is fragmented, confusing and difficult to navigate.
- A detailed analysis of space use showed that many areas of the Library are underutilized, that is, the content was considerably smaller than the room’s capacity.
- The lighting is inadequate in a number of areas, most notably the circulation lobby, and there is almost no natural light in public areas such as stacks, seating, reading, points of service, and circulation.
- With oversized aisles and overcrowded shelves, book stacks are both inefficient and overwhelming in their density.
- Most reading areas and seats are not only uncomfortable and underutilized, but too little in number. The 1964 facility held 130,000 volumes and 212 seats with a 3:2 book to user seat ration compared to the current Library which, with its 333,000 volumes and 302 reader seats has a 3:1 book to seat ratio.
- There are few reading areas that are appropriate for study, quiet, and with good quality daylight. Complaints of noise are frequent. Noise levels in the Library were recently monitored at 60 decibels, slightly less noisy than the sound of City traffic.
- Multiple service points are confusing and the signage is poor, limiting the ability for self service.
- The public meeting room is odd in shape and awkward in use.
- The building lacks sufficient rest rooms, family rest rooms and an attendant rest room. Second floor restrooms are inaccessible from some areas of that floor

The Demmers/Williams report describes a detailed building program for an improved Library facility of which the following are some of the most notable features:

- Expanded children’s area
- Large open multi-age friendly browsing/retailing area
- More efficient and flexible storage and display of circulating collections
- Group study rooms and quiet study areas
- Increase of reader seats from 300 to almost 400 and lounge seats from 20 to 85.
- Increase of technology stations from 45 to 95.
- Replacement of circulation desk with mobile customer service pods.
- Consolidation of reference and fine art desks.
- Document delivery centers
- Consolidated large print book and audio book center
- High end meeting facilities
- Business information center

## **DISCUSSION**

The Library master plan is to provide the City with a variety of options for the improvement of the Library in response to the observations and recommendations of the Demmers/Williams report and the input of City and Library administrative staff. The master plan will evaluate options on the basis of cost, physical and functional feasibility, and benefit. Recommendations of the master plan could include a single preferred strategy or a few alternate strategies, and/or a strategy of successive phased improvements of the Library over time.

During the past year staff pursued the selection of an architect that was initiated with preparation of a Request For Qualifications (RFQ). The RFQ was issued to a group of architects with considerable experience in designing libraries. Interviews were conducted with the top three candidates, and following a thorough evaluation including site visits of completed projects, staff recommends the engagement of MDA Johnson Favaro for the project.

The following scope of services addresses a master plan and feasibility study of the renovation of the existing Beverly Hills Public Library.

The project schedule and work plan are founded upon a three phase process. The first phase, Reconnaissance and Analysis consists of research, review of all existing library documentation data and documents, interviews and meetings, and analysis and assessment of the existing facilities. At the conclusion of the phase are identified opportunities, challenges, goals, objectives, and planning principles that will guide the development of options for improvement of the facilities. In the next phase, Option Development, alternatives for a comprehensive library plan that integrate furniture, fixture and equipment, interior and exterior technical and qualitative requirements and characteristics of the library are hypothesized, revised, refined and finalized. In this phase the relative feasibility of alternatives on the basis of cost, constructability and impacts on operations are assessed and evaluated. Based on preliminary approvals from Library and City administration, the preferred library plan, which may include alternatives and/or a phasing plan, is documented in comprehensive form, both written and graphic, for presentation to and final approval from the City Council.

The following outlines the major elements of the three phases:

- Reconnaissance and Analysis
  - Assemble and review existing documents and data
  - Document existing conditions
  - Document near term and long term facilities needs
  - Coordinate with consultants
- Option Development
  - Develop interior space capacity studies and program component diagrams
  - Develop interior and exterior configuration alternates
  - Consider qualitative matters and design guidelines that incorporate daylight into major interior spaces, and imagery to assist the City in establishing the overall character and aesthetic direction of future library development
  - Coordinate with Consultants
  - Summarize Findings

- Final Documentation
  - Develop Final Plan Diagrams and Narratives
  - Create interior and exterior perspective views
  - Coordinate with Consultants
  - Assemble Final Document

The fee proposal for the above services is \$135,500. In addition, a contingency of \$10,000 for unforeseen conditions and reimbursable expenses of \$12,000 are included in the proposed agreement. The total compensation is not to exceed \$157,500.

The agreement stipulates that the phases be completed in the following timeframes:

Reconnaissance & Analysis..... 16 weeks  
Option Development .....18 weeks  
Final Documentation ..... 8 weeks

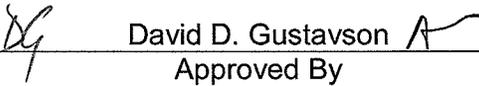
Submission of the final documentation would be in September 2009.

Following submission of the renovation feasibility study and review by the City, a phased implementation plan will be developed based on available funding for the improvements.

**FISCAL IMPACT**

Funding for this project is allocated in the fiscal year 08-09 Capital Improvement Program (CIP) budget for Library Facility Maintenance and Improvement Project #838.

  
\_\_\_\_\_  
Scott G. Miller  
Finance Approval

  
\_\_\_\_\_  
David D. Gustavson  
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND MDA JOHNSON FAVARO FOR CONSULTING DESIGN  
SERVICES RELATED TO PUBLIC LIBRARY RENOVATION  
FEASIBILITY STUDY

NAME OF CONSULTANT: MDA Johnson Favaro

RESPONSIBLE PRINCIPAL OF CONSULTANT: Jim Favaro, Principal

CONSULTANT'S ADDRESS: 5898 Blackwelder Street  
Culver City, CA 90232

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

COMMENCEMENT DATE: Upon receipt of Notice to Proceed

TERMINATION DATE: December 31, 2009

CONSIDERATION: Fees: \$135,000 as set forth in Exhibit B-1;  
Reimbursable expenses not to exceed  
\$12,000 as described in Exhibit C  
Contingency not to exceed \$10,000 based on  
the hourly rates set forth in Exhibit B-1;  
Total compensation including fees,  
contingency and expenses not to exceed  
\$157,500



AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND MDA JOHNSON FAVARO FOR CONSULTING DESIGN  
SERVICES RELATED TO PUBLIC LIBRARY RENOVATION  
FEASIBILITY STUDY

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and MDA Johnson Favaro (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above unless extended in writing by City Manager for one additional one year period subject to the same terms and conditions of the Agreement.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.



Section 6. Responsible Principal(s).

(a) The Responsible Principal(s) set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without the prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the services required by this Agreement.

(c) CONSULTANT shall at all times during the term of this Agreement, carry, maintain and keep, in full force and effect, a policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(h) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit D, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

#### Section 10. Indemnification.

(a) In connection with the professional services required by this Agreement, CONSULTANT shall defend, hold harmless and indemnify CITY, and its elected officials, officers, employees, designated volunteers, and agents serving as independent contractors in the role of city officials, ("Indemnities"), from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subconsultants, or agents in the performance of its professional services under this Agreement. CONSULTANT shall defend Indemnities in any actions filed in connection with any such claims with counsel of Indemnities' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

(b) In connection with all claims not covered by Paragraph (a), CONSULTANT shall defend, hold harmless and indemnify Indemnities from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

CONSULTANT's performance of this Agreement. CONSULTANT shall defend Indemnities in any action or actions filed in connection with any such claims with counsel of Indemnities' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 12. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's services.

Section 13. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 14. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 15. Precedence. In case of conflict between Exhibit A, Scope of Services, attached hereto, and the terms of this Agreement, this Agreement shall take precedence over Exhibit A.

Section 16. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be the initials 'JF' or similar, written in a fluid, connected style.

Section 17. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 18. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 19. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 20. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED 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

\_\_\_\_\_  
CONSULTANT: MDA JOHNSON  
FAVARO

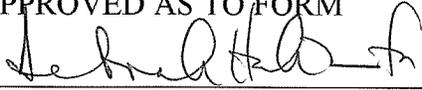
\_\_\_\_\_  
STEVE JOHNSON  
Principal

\_\_\_\_\_  
JIM FAVARO  
Principal

[Signatures continue]



APPROVED AS TO FORM



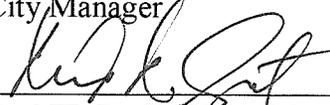
---

LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

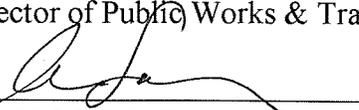
---

RODERICK J. WOOD, CCM  
City Manager



---

DAVID D. GUSTAVSON  
Director of Public Works & Transportation



---

ALAN SCHNEIDER  
Director of Project Administration



---

KARL KIRKMAN  
Risk Manager



## EXHIBIT A

### SCOPE OF WORK

#### Background

The original CITY Library building of 39,000 sq. ft. was built in 1964 and was expanded in 1989-90 to its current size of approximately 75,000 sq. ft. The first floor of the Library houses the circulating collections, the reference materials, current periodicals, and browsing collections, circulation services, the lobby and children's Library. The second floor of the Library features the unique fine arts research collection and an extensive audio-visual collection. The second level also includes meeting rooms, staff offices and the literacy program.

A program document was completed by the CITY's Library planning consultants Linda Demmers and Joan Frye Williams in February 2008 to identify deficiencies in the existing Library's programs, services and facilities and to explore ways to improve them. The Demmers/Williams report identifies several deficiencies in the Library's facilities of which the following are some of the most in need of remediation:

- The building is hard to find, buried within the civic center and hardly visible from the potentially prominent corner of Rexford Drive and Burton Way, two important cross town arterials.
- The building entrance is oddly located relative to its most prominent frontages, how most pedestrians approach the site and the parking facility.
- The interior layout "with its nooks, crannies and multiple staircases, is extremely confusing and defies all way finding assistance."
- The organization of the collections is fragmented, confusing and difficult to navigate.
- A detailed analysis of space use showed that many areas of the Library are underutilized, that is the content was considerably smaller than the room's capacity.
- The lighting is inadequate in a number of areas, most notably the circulation lobby and there is almost no natural light in public areas such as stacks, seating, reading, points of service and circulation..
- With oversized aisles and overcrowded shelves book stacks are both inefficient and overwhelming in their density.
- Most reading areas and seats are not only uncomfortable and underutilized, but too little in number. The 1964 facility held 130,000 volumes and 212 seats with a 3:2 book to user seat ration compared to the current Library which with its 333,000 volumes and 302 reader seats has a 3:1 book to seat ratio.
- There are few reading areas that are appropriate for study, quiet, and with good quality daylight. The only study carrels in the building are located along the well traveled first floor corridor adjacent to the busy internet stations.
- Complaints of noise are frequent. Noise levels in the Library were recently monitored at 60 decibels, slightly less noisy than the sound of CITY traffic.
- Multiple service points are confusing and the signage is poor, limiting the ability for self service.
- The public meeting room is odd in shape and awkward in use.



- The building lacks sufficient rest rooms, family rest rooms and an attendant rest room. Second floor restrooms are inaccessible from some areas of that floor
- There are insufficient custodial closets, and none with running water.

The Demmers/Williams report identifies several deficiencies in programs and services of the Library and proposed that they be addressed in the following ways:

- Improve service to key constituencies including the development of signature spaces for teens, the business community, non-English language speakers and the visually impaired.
- Increase the number, quality and comfort of reader seats and reading areas
- Improve document delivery service
- Create state of the art meeting facilities
- Utilize marketing techniques to increase use
- Expand accommodations for the Library's literacy and local history programs
- Reduce the number of service points and staff-dependent service.

The Demmers/Williams report describes new trends in Library planning and design and suggests state-of-the-art characteristics, amenities and services that high quality libraries across the country provide and which this Library should consider in planning for its future. These include the re-thinking of the Library as a:

- Community center and destination within the community
- Nexus of community services (ATM, Medicare/Medi-Cal, passport services, etc)
- Hands-on learning center
- Environment demonstration center
- Teen center
- Boomer center
- Health and wellness center
- Center of enterprise support for local business and non-profits
- Center of community development
- Idea factory
- Emergency/disaster recovery center
- Center of expert knowledge and decision support

The Demmers/Williams report describes a detailed building program for an improved Library facility of which the following are some of the most notable features:

- Teen center
- Expanded children's area
- Large open multi-age friendly browsing/retailing area
- More efficient and flexible storage and display of circulating collections
- Group study rooms and quiet study areas
- Increase of reader seats from 300 to almost 400 and lounge seats from 20 to 85.
- Increase of technology stations from 45 to 95.
- Replacement of circulation desk with mobile customer service pods.

- Consolidation of reference and fine art desks.
- Document delivery centers
- Consolidated large print book and audio book center
- High end meeting facilities
- Business information center

CITY desires to implement a Library master plan to provide CITY with a variety of options for the improvement of the Library in response to the observations and recommendations of the Demmers/Williams report and the input of CITY and Library administrative staff. The master plan will evaluate options on the bases of cost, physical and functional feasibility and benefit. Recommendations of the master plan could include a single preferred strategy or a few alternate strategies, and/or a strategy of successive phased improvements of the Library over time.

The following scope of services addresses a Library master plan and feasibility study of the expansion and renovation of the existing CITY Public Library.

**Scope of Services**

The Project Schedule, attached hereto as Exhibit A-1, and work plan are founded upon a three phase process that spans not less than ten months or more than twelve. The first phase, Reconnaissance and Analysis, consists of research, review of all existing Library documentation data and documents, interviews and meetings and analysis and assessment of the existing facilities. At the conclusion of the phase are identified opportunities, challenges, goals, objectives and planning principles that will guide the development of options for improvement of the facilities. In the next phase, Option Development, alternatives for a comprehensive Library plan that integrate furniture, fixture and equipment, interior and exterior technical and qualitative requirements and characteristics of the Library are hypothesized, revised, refined and finalized. In this phase the relative feasibility of alternatives on the basis of cost, constructability and impacts on operations are assessed and evaluated. Based on preliminary approvals from Library and CITY administration, commissions and Council, the preferred Library plan, which may include alternatives and/or a phasing plan, is documented in comprehensive form, both written and graphic, for presentation to and final approval from the City Council.

- |  |                   |
|--|-------------------|
| <b>I. MOBILIZATION</b>   | <b>Weeks 1-2</b>  |
| 1. Kick-off meeting with Library and CITY administration   |                   |
| <b>II. RECONNAISSANCE &amp; ANALYSIS</b>   | <b>Weeks 3-18</b> |
| <b>Assemble and Review Existing Documents and Data</b>   |                   |
| 1. Review and coordinate with February 2008 Demmers/Williams report.   |                   |
| 2. Collect, review and assess existing Library documentation and data  |                   |
| <ul style="list-style-type: none"> <li>• <i>Documents of original 1964 facility</i></li> <li>• <i>Documents of 1980's renovation and addition</i></li> </ul> |                   |

#### **Document Existing Conditions**

3. Create existing conditions base site plan *(To include surrounding properties, open space, streets and neighborhoods.)*
4. Create existing conditions building plans
  - *Building floor plans*
  - *Building sections*
  - *Building elevations*

#### **Document Near Term and Long Term Facilities Needs**

5. Identify new and/or reconfigured program components and F, F & E to be incorporated into the Library. *(Understand and record facilities needs for the future based on Demmers/Williams report and coordination with Library consultant, Library and CITY administration)*

#### **Coordinate with Consultants**

6. Library consultant
7. Technical sub consultants.
  - *Structural engineering building assessment report and ASCE-31 evaluation*
  - *MEP engineer*

### **III. OPTION DEVELOPMENT**

**Weeks 19-36**

#### **Develop Interior Space Capacity Studies and Program Component Diagrams**

1. Based on preliminary assessment of facilities assets, deficits and needs assemble facilities summary outline program descriptions with major components and their space needs, including F, F & E requirements into consolidated Excel spreadsheet format
2. Based on program spreadsheets create space metric diagrams illustrating preliminary floor area and F, F & E requirements of high priority facilities.
3. Analysis of facilities area needs compared to existing interior space capacities *(The sizes of things : footprint needs of departments, programs and services)*

#### **Develop Interior and Exterior Configuration Alternates**

4. Create alternate interior reconfiguration diagrams
5. Create alternate program/departmental distribution diagrams *(Overall facilities dimensional & operational requirements; basic adjacency requirements; basic blocking and stacking )*
6. Create alternate exterior reconfiguration diagrams *(Options will range from no reconfiguration to maximum utilization of site for accommodation of expanded facilities in near or long term future)*
7. Alternate 2-d plan diagrams  
*Entries and circulation, program distribution, points of service, etc.*
8. Feasibility assessment and evaluation of plan options  
*Based on cost, construction and operations impacts*

#### **Qualitative Matters and Design Guidelines**

9. Develop alternatives for the incorporation of daylight into major interior spaces  
*( Areas of eating, reading, points of service, circulation)*



10. Compile imagery to assist the Library and CITY in establishing overall character and aesthetic direction of future Library development.
11. Create hand drawn before and after interior and exterior views of renovation alternates

**Coordinate with Consultants**

12. Coordinate with Library consultant on modifications to Library program document
13. Coordinate with technical sub consultants on modifications and /or additions to building systems
  - *Structural engineer*
  - *MEP engineer*
14. Coordinate with cost estimating consultant in the creation of alternate cost of construction and master plan implementation scenarios

**Summarize Findings**

15. Draft report summarizing in written and graphic form the findings and conclusions of this phase. *(Including: facilities outline programs and program distribution plan , preferred plan option, assessment of project implementation and phasing)*
16. Preliminary comparative cost assessments of alternates and preferred alternate *(Coordinate with cost estimating consulting in developing opinion of probable costs)*

**IV. FINAL DOCUMENTATION**

**Weeks 37-44**

**Develop Final Plan Diagrams and Narratives**

1. Final Library illustrative plan
3. Final implementation and phasing plans
4. Pre-schematic plans and outline building program for phase I intervention
5. Prepare narratives.  
*(Describing master plan, the building program, phasing plans, etc)*

**Qualitative Matters and Design Guidelines**

6. Create interior and exterior perspective views  
*(Before and After)*

**Coordinate with Consultants**

7. Coordinate with Library consultant in formulation and documentation of final Library building program
8. Coordinate sub consultant team in formulation of recommendations for Library building systems modifications
9. Coordinate with cost estimating consultant in the documentation of a detailed opinion of probable construction costs of facilities improvement plans

**Assemble Final Document**

10. Final written and graphic summary of the Library master plan.  
*(Including: final facilities program and program distribution plan , final preferred plan option, assessment of project implementation and phasing; preliminary opinion of probable construction costs)*



**EXHIBIT A-1**

**PROJECT SCHEDULE**

The schedule of phases, their durations, key milestones and deadlines for the submission of project documentation are as follows:

<i>Phase</i>	<i>Duration</i>	<i>Start</i>	<i>Finish</i>
Project Start		<b><u>11/18/08</u></b>	11/18/08
Project Orientation (Mobilization)	(2) weeks	11/18/08	12/02/08
Reconnaissance & Analysis	(16) weeks	12/03/08	03/17/09
Option Development	(18) weeks	03/18/09	07/23/09
Final Documentation	(8) weeks	07/24/09	<b><u>09/17/09</u></b>
<i>Final Report Issued September 17, 2009</i>			

**Total Project Duration: 44 weeks**

	<i>Project Orientation Weeks 1 - 2</i>	<i>Reconnaissance &amp; Analysis Weeks 3 - 18</i>	<i>Option Development Weeks 19 - 36</i>	<i>Final Documentation Weeks 37- 44</i>	<i>Meeting Subtotals Per Group</i>
CITY & Library Administrative Staff	1	6	6	1	<b><u>14</u></b>
Commissions/ Community Presentation	0	0	1	0	<b><u>1</u></b>
<b><i>Meetings Subtotal per Phase</i></b>	<b><u>1</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>1</u></b>	<b><u>15</u></b>

**EXHIBIT B-1**  
**COMPENSATION**

**Architecture Planning & Pre-Design Fees**

*I. Reconnaissance & Analysis*

**Fees**

Mobilization	800
Assemble and Review Existing Documents and Data	1,200
Document Existing Conditions	18,000
Document Near Term and Long Term Facilities Needs	9,000
Coordinate with Consultants	1,000
Summarize Findings	<u>5,000</u>

**Reconnaissance & Analysis Subtotal: \$35,000**

*II. Option Development*

Develop Capacity Studies and Program Component Diagrams	14,000
Develop Interior and Exterior Configuration Alternates	14,000
Qualitative Matters	18,000
Coordinate with Consultants	1,000
Summarize Findings	<u>5,000</u>

**Option Development Subtotal: \$52,000**

*III. Final Documentation*

Develop Final Master Diagrams and Narratives	6,000
Qualitative Matters	2,000
Coordinate with Consultants	1,000
Assemble Final Document	<u>5,000</u>

**Final Documentation Subtotal: \$14,000**

*IV. Program of Outreach*

CITY/Library Administrative Staff	10,000
Commission/Community Presentation	<u>4,500</u>

**Program of Outreach Subtotal: \$14,500**

**Architecture Planning and Pre-Design Fees Subtotal: \$115,500**



**Fee Breakdown by Consultant and Subconsultants**

<i>Team Component</i>	<i>Fee Component</i>			
<b>ARCHITECTURE PLANNING AND PRE-DESIGN</b>	<b>\$115,500</b>			
MDA Johnson Favaro	Outreach	Reconnaissance & Analysis	Option Development	Final Documentation
	\$14,500	\$35,000	\$52,000	\$14,000
<b>STRUCTURAL ASSESSMENT &amp; ASCE-31 EVALUATION</b>	<b>\$0</b>			
Coffman Engineers				
<b>STRUCTURAL ENGINEERING</b>	<b>\$3,000</b>			
Coffman Engineers				
<b>MEP ENGINEERING</b>	<b>\$2,000</b>			
IBE				
<b>IT/AV SYSTEMS</b>	<b>\$0</b>			
Vantage Technology				
<b>ACOUSTICS</b>	<b>\$0</b>			
Jaffe Holden				
<b>COST PLANNING</b>	<b>\$15,000</b>			
Davis Langdon				
<b><u>TOTAL:</u></b>	<b><u>\$135,500</u></b>			

**Contingency**

In addition, a contingency not to exceed Ten Thousand Dollars (\$10,000) shall be used for unanticipated services outside of the scope of services set forth in Exhibit A. The contingency shall be at the sole discretion of the CITY and must be authorized in writing.

**Hourly Rates for Contingency:**

Principal ..... \$231.17  
 Senior Staff 1 ..... \$72.24  
 Technical Staff 3 ..... \$57.79  
 Total Compensation Not to Exceed ..... \$157,500

**EXHIBIT B-2**

**Schedule of Payment**

CONSULTANT shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered, hours of service, and reimbursable expenses incurred. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



**EXHIBIT C**

**REIMBURSABLE EXPENSES**

Reimbursable expenses reasonably incurred by CONSULTANT in connection with the performance of services under this Agreement shall be billed at direct cost and shall be defined as 1) printing, reproduction or reprographics costs directly related to deliverables and not including internal uses of the consultant or its consultants; 2) shipping, overnight mail, messenger, courier and/or delivery services; 3) out-of-town travel approved in advance in writing by CITY made in the interest of the Project. Reimbursable expenses shall not exceed Twelve Thousand Dollars (\$12,000).

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.



**EXHIBIT D**  
**CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below.

**NAMED INSURED**

**JOHNSON, STEVE & FAVARO, JAMES**  
**DBA MDA JOHNSON FAVARO**  
**ADDRESS**  
**5896 BLACKWELDER ST CULVER CITY, CA 90232**

**COMPANIES AFFORDING COVERAGE**

- A. STATE FARM GENERAL INSURANCE COMPANY**
- B.**
- C.**

COMPANY (A, B, C)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTORS' PROTECTIVE <input checked="" type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> NON-OWNED AUTO	92-NY-1020-5	07/01/200	\$1,000,000		\$2,000,000

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: 10/30/08

BY: *J. James Hamilton*  
Authorized Insurance Representative

TITLE: AGENT

AGENCY: HAMILTON INSURANCE AGENCY, INC.

ADDRESS: 17715 CRENSHAW BLVD.  
TORRANCE, CA 90504

RM02.DOC REVISED 10/14/99.



**EXHIBIT D**

**CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED** MDA Johnson Favaro  
 5898 Blackwelder Street  
**ADDRESS** Culver City, CA 90232

**COMPANIES AFFORDING COVERAGE**  
 A: Travelers Indemnity Company of CT  
 B.  
 C.

COMPANY (A, B, C)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>	UB7131Y6408	9/01/09		Statutory Limits	

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: 10/30/08

BY: *[Signature]*  
 Authorized Insurance Representative

AGENCY: IOA Insurance Services

TITLE: Account Manager  
 ADDRESS: 1775 Hancock Street Suite 180  
San Diego, CA 92110