



AGENDA REPORT

Meeting Date: August 31, 2010
Item Number: G-12
To: Honorable Mayor & City Council
From: Alan Schneider, Director of Project Administration
Subject: APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MDA JOHNSON FAVARO FOR DESIGN SERVICES RELATED TO THE PUBLIC LIBRARY RENOVATION PROJECT; AND,

APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$412,800 TO MDA JOHNSON FAVARO FOR THESE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve the "Amendment No. 1 to the agreement between the City of Beverly Hills and MDA Johnson Favaro for design services related to the Public Library Renovation Project", and approve a Change Purchase Order in the amount of \$412,800 for the design services. The total compensation for the services under this amendment is comprised of a fee of \$362,500, an amount of \$22,500 for design contingencies, and \$27,800 for reimbursable expenses. The total amount of this agreement including Amendment No. 1 is not to exceed \$461,800.

INTRODUCTION

On August 3, 2010, staff presented to the City Council a report on the findings of the Beverly Hills Public Library Renovation Feasibility Study, which was completed in July, 2009, as well as conditions that have developed since the study was completed. The City Council's direction was provided on moving forward with the renovation of the children's area of the Library as well as some staff desk consolidation and space planning improvements, which will aid with streamlining service and minimizing the impact of reduced staffing levels.

The proposed amendment to the agreement with MDA Johnson Favaro is to proceed with the design process for the Children's Library renovation, desk consolidation and space planning for the Library.

DISCUSSION

The architectural firm of MDA Johnson Favaro (Johnson Favaro) was engaged in September 2008 to examine the findings of the Linda Demmers and Joan Williams needs assessment report that identified the design deficiencies of the current Library facility, which impact the efficiency and service levels of the library operation.

The Johnson Favaro study described in the "Beverly Hills Public Library Renovation Feasibility Study" completed in July 2009 prioritized the entry and Circulation services, and the Children's Library as the highest needed areas for improvement. This program consists of two components, Project A and Project B, as described below:

Project A includes consolidation and reconfiguration of Circulation Services including a new customer service desk and related office and support functions into one location near the Library entrance and relocation of the Reference Services desk. Also included in Project A is incorporation of an automated material handling system and relocation and re-configuration of the Reference Desk and the Closed Periodicals Desk.

Project B includes the renovation of approximately 11,400 SF in the area of the existing Children's Library to reconfigure and expand the Children's Library. Also included in Project B is coordination with the City's Graphics Consultant and Landscape Consultant to confirm locations of building identification and way-finding signage on the Civic Center campus as it relates to the Library building and property.

An agreement with Johnson Favaro in the amount of \$49,000 was executed to initiate the preliminary evaluation and planning services for Project A only. The proposed Amendment No. 1 describes design services and responsibilities, including design documents and construction documents for both Projects A and B. The services include all architectural, structural, mechanical, electrical, plumbing, audio/visual, graphics, interior design, lighting design, acoustical and cost estimating. Also, the services enable the Consultant to prepare separate construction documents, and bid packages for Projects A and B to allow for independent bidding and construction schedules.

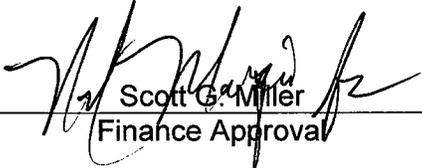
The fee proposal for the above design services is \$362,500. In addition, a contingency of \$22,500 for unforeseen design considerations is included in the proposed amendment to the agreement. The total fee for the architectural and engineering design services for Amendment No. 1 is \$412,800. Future services to provide required construction procurement and construction administration services for both Projects A and B will be submitted for City Council approval at the time the project is authorized for public bidding.

At this time the proposed construction budget for Project A is \$450,000 exclusive of the automated material handling system equipment; and \$3,200,000 for Project B.

The amendment stipulates that Project A design services will be completed in 10 weeks; and Project B design services will be completed in 22 weeks. Following the design services the respective project would be issued for public bidding in November-December 2010 for Project A and in February-March 2011 for Project B.

FISCAL IMPACT

Funding for these services has been budgeted from the fiscal year 2010-11 Capital Improvement Program budget for Library Facility Maintenance and Improvement, project #0838, in the amount of \$4,500,000.



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

Attachment 1

Agreement

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND MDA JOHNSON FAVARO FOR DESIGN
SERVICES RELATED TO THE PUBLIC LIBRARY RENOVATION
PROJECT

NAME OF CONSULTANT: MDA Johnson Favaro

RESPONSIBLE PRINCIPAL OF CONSULTANT: Jim Favaro, Principal

CONSULTANT'S ADDRESS: 5898 Blackwelder Street
Culver City, CA 90232
Attention: Jim Favaro, Principal

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Gustavson
Director of Public Works & Transportation

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: Upon final acceptance by the City Council
or the City's Designated Representative but
no later than June 30, 2011

CONSIDERATION: Original Agreement: Fees not to exceed \$40,000.00 as set
forth in Exhibit B; Reimbursable expenses not to exceed
\$2,500.00 as described in Exhibit B; Contingency for additional
work not to exceed \$6,500.00, as more particularly described in
Exhibit B;

Total not to exceed \$49,000

Amendment No. 1: Fees not to exceed \$362,500.00 as set
forth in Exhibit B; Reimbursable expenses not to exceed
\$27,800.00 as described in Exhibit B; Contingency for
additional work not to exceed \$22,500.00, as more particularly
described in Exhibit B;

Total for Amendment No. 1 not to exceed \$412,800

Total for Original Agreement and Amendment No. 1 not to
exceed \$461,800.00

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND MDA JOHNSON FAVARO FOR DESIGN
SERVICES RELATED TO THE PUBLIC LIBRARY RENOVATION
PROJECT

THIS AMENDMENT NO. 1 is to the Agreement between the City of Beverly Hills (hereinafter called "CITY"), and MDA Johnson Favaro (hereinafter called "CONSULTANT") dated July 22, 2010 and identified as Contract No. 290-10.

RECITALS

A. CITY entered into a written agreement with CONSULTANT dated July 22, 2010 for design services related to the renovation of the Beverly Hills Public Library at 444 N. Rexford Drive.

B. CITY desires to amend the Termination Date of the Agreement, increase the scope of services and increase the Compensation for the additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Compensation shall be amended as set forth above.

Section 3. Exhibit A, "Scope of Services", shall be amended as attached hereto and incorporated herein.

Section 4. Exhibit A-1, "Progress Schedule", shall be amended as attached hereto and incorporated herein.

Section 5. Exhibit A-2, "Project/Building Elements", shall be amended as attached hereto and incorporated herein.

Section 6. Exhibit B, "Schedule of Payments and Rates", shall be amended as attached hereto and incorporated herein.

Section 7. Except as specifically amended by this Amendment No. 1, the Agreement dated July 22, 2010 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____ 2010, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT:
MDA JOHNSON FAVARO

STEVE JOHNSON
Principal

JIM FAVARO
Principal

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

DAVID D. GUSTAVSON
Director of Public Works & Transportation

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

ORIGINAL AGREEMENT:

The project consists of two components, Project A and Project B, which are described in the "Beverly Hills Public Library Renovation Feasibility Study" completed in July 2009:

Project A includes consolidation and reconfiguration of Circulation Services including a new customer service desk and related office and support functions into one location near the library entrance and relocation of the Reference Services desk. Also included in Project A is incorporation of an automated material handling system and relocation and re-configuration of the Reference Desk and the Closed Periodicals Desk.

Project B includes the renovation of approximately 11,400 SF in the area of the existing children's library to reconfigure and expand the children's library. Also included in Project B is coordination with the City's Graphics Consultant and Landscape Consultant to confirm locations of building identification and way-finding signage on the civic campus as it relates to the library building and property.

This Agreement includes initial space planning and program confirmation services for Project A. A subsequent amendment will cover Design and Construction Document services for Projects A and B. A subsequent amendment will cover Construction Procurement and Construction Administration services for Projects A and B. Projects A and B will be developed as individual Construction Document, Permit and Bid packages to allow for independent bidding and construction schedules.

Consultant shall provide the following scope of services in connection with the proposed interior improvements to the Beverly Hills Library (Project).

ARTICLE 1. GENERAL RESPONSIBILITIES

A schedule for the development and construction of the Project, including a schedule for the performance of a Consultant's services is attached hereto as Exhibit A-1. Any adjustments to the Consultant's schedule shall be of no force and effect unless such adjustments are agreed to in writing by the City or are delays in the Consultant's performance caused for reasons beyond the control of the Consultant.

ARTICLE 2. CHANGES IN CONSULTANT'S SERVICES

Changes in services of the Consultant, including services required of the Consultant's architects, may be accomplished after execution of this Agreement, without invalidating the Agreement, provided that changes in the services required of the Consultant are initiated by City, would entitle the Consultant to an adjustment in compensation, and Consultant obtains City's prior written authorization for an adjustment in compensation in each instance. Such adjustment in compensation shall be made by mutual agreement of the parties.

ARTICLE 3. PROJECT ADMINISTRATION

- A. The Consultant shall manage the Consultant's services and administer the Project. The Consultant shall consult with the City, research applicable design criteria, attend Project meetings during and through completion of the Design phase prior to commencement of construction documents phase, communicate with members of the Project team and issue progress reports. The Consultant shall coordinate the services provided by the Consultant and the Consultant's consultants with those services provided by the City and the City's consultants.
- B. Upon written request of the City, the Consultant shall prepare for City's and City's Designated Representative's review and approval, an update of the Consultant's portion of the progress schedule attached hereto as Exhibit A-1 that shall identify milestone dates for decisions required of the City, design services furnished by the Consultant, and completion of documents provided by the Consultant. Such update schedule shall be consistent with the initial Progress Schedule attached hereto as Exhibit A-1.
- C. The Consultant shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.
- D. Upon request of the City, the Consultant shall make a presentation to explain the design of the Project to representatives of the City or as otherwise requested by City.
- E. The Consultant shall submit design documents to the City at intervals appropriate to the design process for purposes of evaluation and approval by the City. The Consultant shall be entitled to rely on written approvals received from the City in the further development of the design.
- F. If requested by the City's Designated Representative, the Consultant shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

ARTICLE 4. EVALUATION OF BUDGET AND COST OF THE WORK

- A. The Consultant shall have a qualified professional prepare a preliminary estimate of the cost of the work for the Project (the "Cost of Work"). This estimate may be based on current area, volume or similar conceptual estimating techniques. All estimates of the Cost of Work shall be subject to City's review and approval. The Consultant shall advise the City of any adjustments to previous estimates of the Cost of the Work required by changes in Project requirements or general market conditions. If at any time the Consultant's estimate of the Cost of the Work exceeds the City's budget, the Consultant shall make appropriate recommendations to the City to adjust the Project's size, quality or budget.
- B. Evaluations of the City's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Consultant represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant does not warrant or represent that bids or negotiated prices will not vary from the City's budget for the Project or from any estimate of the cost of the Work or evaluation prepared or agreed to by the Consultant.
- C. In preparing estimates of the Cost of the work, the Consultant shall be permitted to include contingencies for design, bidding and price escalation; to reasonably assume (unless known) what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project with City's prior written approval and, with City's prior written approval in each instance, to include in the contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the City's budget for the Cost of the Work.

ARTICLE 5. PRELIMINARY EVALUATIONS AND PLANNING SERVICES

- A. The Consultant shall provide a preliminary evaluation of the information furnished by the City under this Agreement, including the City's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Consultant shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the City of any other information or Consultant services that may be reasonably needed for the Project.
- B. The Consultant shall report to the City immediately if the City's budget is deficient to design and construct the program under the conditions and requirements that the City has established.
- C. The Consultant shall review the City's proposed method of contracting for construction services and shall notify the City of anticipated impacts that such method may have on the City's program, financial and time requirements, and the scope of the Project.

FUTURE SERVICES

The Consultant shall provide future services consisting of the following phases to be incorporated herein by an amendment to this Agreement:

- A. Design Services
- B. Design Documents
- C. Construction Documents
- D. Construction Procurement Services
- E. Construction Administration Phase

AMENDMENT NO. 1:

In addition to those services described in Articles 1-5, above Consultant shall provide the following scope of services in connection with the proposed interior improvements to the Beverly Hills Library, referred to herein as Projects A and B.

ARTICLE 6. DESIGN SERVICES

- A. A description of the project scope, schedule, payment and rates for Projects A and B is attached hereto as Exhibit A-2. The Consultant's design services shall include design of such Project interior elements and all structural, mechanical, plumbing, electrical, lighting design, audiovisual/information technology engineering services relating thereto.
- B. In addition to the foregoing, design services shall also include interior architectural services for fire protection engineering (excluding fire sprinklers system design and engineering except for performance specifications and coordination with the local Fire Department); plumbing engineering; HVAC engineering; electrical engineering including lighting design services; audiovisual infrastructure engineering (including installation of (1) AV system for the Children's Story Time Theater); IT/data/telecom/structured cabling engineering as required to install new voice and data cabling infrastructure tied into the Library's existing structured cabling system at new patch panel in the existing technology

equipment room; interior design and library design consulting services to include layout and specification of fixtures, furnishings and equipment (FFE); acoustical design services and graphic design/signage services in connection with the complete design of the Project.

- C. Consultant shall also (1) engage with City's designated contractors, engineers, designers and consultants, in their "value engineering analysis" of structural, architectural, electrical, mechanical and related design alternatives, and shall, with the written approval of City, incorporate any economy so identified in the design of the Project; (2) conduct periodic meetings with City and City's separate consultants and (3) cooperate and coordinate the Consultant's design services with the services of the City's separate consultants. The coordination services described in clause (3) above shall not make the Consultant responsible for the adequacy or timeliness of any plans and specifications prepared by the City's consultants; however, if Consultant knows or reasonably suspects that any such plans and specifications are not consistent with sound design or construction practices, Consultant shall immediately notify City in writing.
- D. In no event shall Consultant: (1) utilize or replace any consultants or subcontractors in connection with the performance of the services hereunder unless City gives its prior written approval of such consultants or subcontractors (or their replacements, as applicable); (2) prepare "performance" specifications or "design-build" documents as part of Consultant's services hereunder unless Consultant receives City's prior written consent for such "performance" specifications or "design-build" documents (City's approval of any such "performance" specifications or "design-build" documents may result in an appropriate downward adjustment to the Consultant's fee for design services); or (3) prepare design documents that call for "proprietary" equipment or material in which Consultant has a financial or other interest, unless Consultant receives City's prior written approval to prepare design documents that call for such "proprietary" equipment or material. Consultant will not commence work on any phase of design services until Consultant receives a written authorization from City directing Consultant to so proceed. City and Consultant acknowledge that there may be, at times, some reasonable overlapping of the services performed by Consultant in the Design phases (i.e. the City may authorize or instruct the Consultant to proceed into a phase prior to completion of the preceding phase, and that the Consultant may be providing services in more than one phase of the Project concurrently.)

ARTICLE 7. DESIGN DOCUMENTS

- A. The Consultant shall provide Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. At the Consultant's option, Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- B. Design Documents shall include, without limitation, floor plan of each floor included in the interior renovation; site plan as required to confirm ADA access requirements; interior elevations; building sections; detail sections; key details; furniture and equipment plans; finish schedules indicating finish selection; and outline specifications, describing

building materials; and structural, mechanical, electrical, information technology/audiovisual and plumbing design concepts. Design Documents shall be prepared in sufficient detail for submission of completed applications for approval to all applicable governmental agencies.

- C. Consultant shall reasonably cooperate in the scheduling of meetings necessary for City's review and approval of the Design Documents, which meetings shall be attended by the Consultant at the request of the City.
- D. Consultant shall provide cost estimate updates. See Exhibit A-2 for schedule description of Consultant cost studies.
- E. Project background and additional scope are indicated in Exhibit A-2.

ARTICLE 8. CONSTRUCTION DOCUMENTS

- A. The Consultant shall provide construction documents (the "Construction Documents") based on the approved Design Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
- B. During the development of the Construction Documents, the Consultant shall assist the City in the development and preparation of (1) if requested by City, bidding procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the City and Contractor; and (2) the conditions of the contract for construction (general conditions, supplementary conditions and other conditions). The Consultant also shall compile the Project Manual that includes the conditions of the contract for construction and Specifications and may include bidding requirements and sample forms.
- C. The Consultant shall file with the appropriate regulatory agency all documents required for approval of governmental authorities exercising jurisdiction over the Project. Consultant shall prepare all the documents required pursuant to design services, which are necessary for City or City's contractors to obtain all permits and other approvals of plans, specifications, and construction documents prepared by Consultant from public agencies exercising jurisdiction over the Project whose approval is required by law or as otherwise customary and reasonable.
- D. Construction Documents will include without limitation: (1) site plan; (2) floor plans of each typical and unique level; (3) enlarged plans and interior elevations of special areas where necessary; (4) building sections; (5) detail sections; (6) engineering drawings of building systems included in Project scope; (7) reflected ceiling plans, showing the location of various types of ceilings and the location of HVAC registers and other building elements influenced by the ceiling layout; (8) floor finish plans showing materials, transitions, power/data outlets, HVAC registers and other building elements as necessary (9) plans showing the location of power, telephone and data/communications outlets; (10) room finish schedules; (11) door, hardware and window schedules; and (12) details indicating design intent of the above.
- E. Omitted

- F. Construction Documents shall specify acceptable manufacturers recommended product installation procedures and performance criteria for products. The Contract shall also require Contractor, at the conclusion of the construction of the Project and based upon information kept current by Contractor and reviewed by Consultant as an element necessary for approval of the Contractor's monthly progress payments, to prepare and furnish to City a complete record set of drawings and specifications depicting the Project as constructed.
- G. Construction Documents shall divide the Work into base work and alternatives, if directed by the City. The documents shall make provision for the base work to be constructed by itself or with any or all of the alternatives.
- H. In addition to paper print copies, the Construction Documents shall be provided in electronic disk format in the latest version of AutoCAD.
- I. The Construction Documents shall include the requirement that the appropriate City personnel be trained in the maintenance and operation of all equipment and systems at the completion of the Project.

FUTURE SCOPE OF SERVICES

The Consultant shall provide future services consisting of the following phases to be incorporated herein by an amendment to this agreement:

- A. Construction Procurement Services
- B. Construction Administration Phase

EXHIBIT A-1

PROGRESS SCHEDULE

ORIGINAL AGREEMENT:

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

Commencement of work: Upon receipt of a notice to proceed following a kick-off meeting with the City and design team wherein the mutually agreed upon program scope and schedule are confirmed. It is anticipated at this time that the kick-off meeting is scheduled for July 7, 2010.

Preliminary Evaluations and Planning Services: Commence upon receipt of notice to proceed and complete in four (4) weeks.

AMENDMENT NO. 1:

The Consultant proposes the following work schedule which shall commence at the discretion of the City. Work will commence upon receipt by the Consultant of the City's Notice to Proceed.

Design Documents Project A: Commence upon receipt of notice to proceed and complete in TWENTY-FIVE (25) calendar days. See detail below.

PROJECT A CIRCULATION SERVICES DESIGN DOCUMENTS PHASE			
<i>PHASE</i>	<i>PHASE DURATION (CALENDAR DAYS)</i>	<i>CITY REVIEW & COMMENTS</i>	<i>CONSULTANT & CITY RECONCILIATION OF REVIEW COMMENTS</i>
SCHEMATIC DESIGN	10		
DESIGN DEVELOPMENT	10		
REVIEWS AND APPROVALS	5	3	2
<u>TOTAL</u>	<u>25</u>		

Construction Documents Project A:

Commence upon City approval of Design Documents Phase and complete in TWENTY-SEVEN (27) calendar days. See detail below:

PROJECT A CIRCULATION SERVICES CONSTRUCTION DOCUMENTS PHASE			
<i>PHASE</i>	<i>PHASE DURATION (CALENDAR DAYS)</i>	<i>CITY REVIEW & COMMENTS</i>	<i>CONSULTANT & CITY RECONCILIATION OF REVIEW COMMENTS</i>
CONSTRUCTION DOCUMENTS	20		
REVIEWS AND APPROVALS	7	5	2
<u>TOTAL</u>	<u>27</u>		

Design Documents Project B:

Commence upon receipt of a Notice to Proceed and complete in EIGHTY-FOUR (84) calendar days. See detail below:

PROJECT B CHILDRENS LIBRARY DESIGN DOCUMENTS PHASE			
<i>PHASE</i>	<i>PHASE DURATION (CALENDAR DAYS)</i>	<i>CITY REVIEW & COMMENTS</i>	<i>CONSULTANT & CITY RECONCILIATION OF REVIEW COMMENTS</i>
SCHEMATIC DESIGN	30		
REVIEWS AND APPROVALS	12	7	5
DESIGN DEVELOPMENT	30		
REVIEWS AND APPROVALS	12	7	5
<u>TOTAL</u>	<u>84</u>		

Construction Documents Project B:

Commence upon City approval of Design Documents Phase and complete in SEVENTY-TWO (72) calendar days. See detail below:

PROJECT B CHILDRENS LIBRARY CONSTRUCTION DOCUMENTS PHASE			
<i>PHASE</i>	<i>PHASE DURATION (CALENDAR DAYS)</i>	<i>CITY REVIEW & COMMENTS</i>	<i>CONSULTANT & CITY RECONCILIATION OF REVIEW COMMENTS</i>
CONSTRUCTION DOCUMENTS	60		
REVIEWS AND APPROVALS	12	7	5
<u>TOTAL</u>	<u>72</u>		

EXHIBIT A-2

PROJECT/BUILDING ELEMENTS

ORIGINAL AGREEMENT:

The project under this Agreement consists of interior improvements to the Beverly Hills Public Library associated with "Project A":

Project A includes consolidation and reconfiguration of Circulation Services including a new customer service desk and related office and support functions into one location near the library entrance and relocation of the Reference Services desk. The Closed Periodicals and Reference public desks will also be removed from existing locations and relocated elsewhere in the library in a new configuration. Also included in Project A is incorporation of an automated material handling system. At this time the proposed construction budget for Project A is \$450,000 exclusive of the cost of the automated material handling system equipment and any required construction to accommodate that equipment. During the Preliminary Evaluations and Planning Phase the Consultant will estimate the cost of this scope of work and the project budget will be amended if approved by the City.

The Agreement includes initial space planning and program confirmation services to include:

- A. Plan studies to confirm size and location of proposed Circulation Services desk, and automated check-in/check-out services desk/area.
- B. Program confirmation of proposed staff numbers as a result of staff reduction and initial plan studies of staff stations and adjacent circulation services desk support facilities. Program and plan studies to include evaluation of alternate methods of service delivery.
- C. Plan studies to assess space needs and identify a preliminary location for proposed automated materials handling equipment.
- D. Plan studies to confirm proposed location and size of the Reference Desk and the Closed Periodicals Desk and consolidation or relocation of other service desks in the library.
- E. Review the proposed reduced collection size as compared to existing book-stack layout and evaluate efficiency, organizational logic and potential floor area consolidation.
- F. Plan studies to review alternatives for utilizing recovered library floor area as the result of consolidated service desks and reduced collection size. The Consultant shall also review the feasibility of reducing overall library floor area accessed by the public as a consequence of the reduced collection size and reductions in staff numbers.
- G. A conceptual rough-order-of-magnitude cost study to establish the construction and equipment costs associated with inclusion of the automated materials handling equipment.

Services are limited to architectural and library consulting services.

Project Phase Deliverables include:

- A. First and Second Floor Furniture/Equipment Plans @ 1/16" = 1'-0" illustrating location and size of new service desks and the proposed revisions to furniture, book-stacks and other equipment affected by the consolidation and re-configuration of new public desks.
- B. First and Second Floor Collections and Shelving Plans @ 1/16"=1'-0" identifying options for proposed layout and distribution of the collection.
- C. Enlarged Furniture/Equipment Plans @ 1/8"=1'-0" for the proposed Circulation Services area, Reference Desk and Closed Periodicals Desk areas.
- D. Enlarged Equipment Plan of Automated Materials Handling Area @ 1/4"=1'-0" based on vendor layouts of proposed automated materials handling equipment.
- E. Rough-order-of-magnitude cost study report including estimated automated materials handling equipment.

AMENDMENT NO. 1:

The project under Amendment No. 1 consists of interior improvements of the Beverly Hills Public Library associated with Projects A and B described below. Amendment No. 1 includes Design Services, Design Documents (Schematic Design and Design Development) as well as Construction Documents for Projects A and B.

Project A includes consolidation and reconfiguration of Circulation Services including a new customer service desk and related office and support functions into one location near the library entrance and relocation of the Reference Services desk. Also included in Project A is incorporation of an automated material handling system. At this time the proposed construction budget for Project A is \$450,000 exclusive of the cost of the automated material handling system equipment and any required construction to accommodate that equipment.

Project B includes the renovation of approximately 11,400 SF in the area of the existing children's library to reconfigure and expand the children's library. Also included in Project B is coordination with the City's Graphics Consultant and Landscape Consultant to confirm locations of building identification and way-finding signage on the civic campus as it relates to the library building and property. At this time the proposed construction budget for Project B is \$3,200,000. Building identification signage and civic campus way-finding signage is not included in Project B scope or construction budget.

Services are limited to architectural, structural, mechanical, electrical, plumbing, audiovisual/information technology, graphics, library, interior design, lighting design, acoustical, and cost estimating.

Technical assistance in preparation of specifications or procurement assistance for proposed Radio Frequency Identification systems (RFID) or Automated Material Handling Systems (AMHS) are excluded services at this time and upon City approval may be added as Additional Services. Also excluded are consulting/design services for any active computing, network or

telecom electronic equipment, including but not limited to routers, switches, servers, PC's, PBX equipment, intercom or phone sets.

Cost Estimates for Project A will be provided by the Consultant at completion of 100% Design Documents (100% Design Development), 100% Construction Documents and at 100% Permit Documents (incorporation of all plan check corrections necessary for obtaining a building permit). Cost Estimates for Project B will be provided by the Consultant at completion of 50% Design Documents (100% Schematic Design), 100% Design Documents (100% Design Development), 100% Construction Documents and at 100% Permit Documents. All cost estimates will be reconciled with a City/Project Management Cost Estimate at each milestone. The City shall have the option to prepare at its own expense an independent estimate of probable construction costs. The Consultant shall attend one (1) cost reconciliation meeting for the purpose of reconciling City and Consultant cost estimates at the established milestones.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

ORIGINAL AGREEMENT:

- A. City shall compensate Consultant for the satisfactory performance of services described in this Agreement an amount not to exceed Forty Thousand Dollars (\$40,000.00) for professional fees. City shall pay Consultant for reimbursable expenses reasonably incurred in the performance of this Agreement as described in Exhibit B, an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00).
- B. In the event the City authorizes in writing Contingency services not included as a part of the services specified in Exhibit A, the payment shall be based on the hourly rates in Exhibit B or a lump sum as may be mutually agreed, but shall not exceed Six Thousand Five Hundred Dollars (\$6,500.00) This amount shall be in addition to that indicated in the previous paragraph.
- C. Consultant shall provide City with monthly invoices in a form acceptable to the City for services performed. Such invoices shall describe in detail the work performed during the previous month by task, and shall request that payment be made in proportion to the portion of the total services required. City shall pay satisfactory invoices within thirty (30) days.
- D. If City exercises its right to terminate this Agreement other than for cause pursuant to Section 13 of the Agreement, compensation to the Consultant shall be based on the actual work completed at the time of termination, but in no case exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.
- E. Reimbursable expenses for printing and plotting, and computer rendering of the design, reasonably incurred by the Architect and the Architect's employees in connection with the Project shall be billed at direct cost. City shall be responsible for reproduction of bid sets.
- F. In no event shall the total compensation for all services permitted under the Agreement exceed Forty Nine Thousand Dollars (\$49,000.00).

Additional Services:

Additional Services may be authorized by the City. If authorized, such Additional Services and Reimbursable Expenses associated with the Additional Services will be compensated at the rates set forth below, unless a flat rate or some other form of compensation is mutually agreed upon by the parties.

Architect – MDA Johnson Favaro	
Partner	\$180.00/hour
Senior Associate 2	\$115.00/hour

Senior Associate 1	\$100.00/hour
Project Architect 2	\$75.00/hour
Project Architect 1	\$70.00/hour
Intermediate Staff 2	\$65.00/hour
Intermediate Staff 1	\$55.00/hour
Technical Staff 2	\$50.00/hour
Technical Staff 1	\$45.00/hour

Library Consultant – Linda Demmers
Linda Demmers \$125.00/hour

AMENDMENT NO. 1:

PROJECT A

- A. City shall compensate Consultant for the satisfactory performance of services described in this Agreement an amount not to exceed Seventy Two Thousand Six Hundred Dollars (\$72,600.00) for professional fees. City shall pay Consultant for reimbursable expenses reasonably incurred in the performance of this Agreement as described in Exhibit B, an amount not to exceed Six Thousand Nine Hundred Dollars (\$6,900.00). See Fee Detail below.
- B. In the event the City authorizes in writing Contingency services not included as a part of the services specified in Exhibit A, the payment shall be based on the hourly rates in Exhibit B or a lump sum as may be mutually agreed, but shall not exceed Twelve Thousand Five Hundred Dollars (\$12,500.00) This amount shall be in addition to that indicated in the previous paragraphs.
- C. In no event shall the total compensation for all services permitted under this portion of Amendment No. 1 exceed Ninety-Two Thousand Dollars (\$92,000.00).

PROJECT B

- A. City shall compensate Consultant for the satisfactory performance of services described in this Agreement an amount not to exceed Two Hundred and Eighty Nine Thousand Nine Hundred Dollars (\$289,900.00) for professional fees. City shall pay Consultant for reimbursable expenses reasonably incurred in the performance of this Agreement as described in Exhibit B, an amount not to exceed Twenty Thousand Nine Hundred Dollars (\$20,900.00). See Fee Detail below.
- B. In the event the City authorizes in writing Contingency services not included as a part of the services specified in Exhibit A, the payment shall be based on the hourly rates in Exhibit B or a lump sum as may be mutually agreed, but shall not exceed Ten Thousand Dollars (\$10,000.00) This amount shall be in addition to that indicated in the previous paragraphs.
- C. In no event shall the total compensation for all services permitted under this portion of Amendment No. 1 exceed Three Hundred Twenty Thousand Eight Hundred Dollars (\$320,800.00).

Total cost of all services under Amendment No. 1 shall not exceed Four Hundred Twelve Thousand Eight Hundred Dollars (\$412,800.00).

A & E PROFESSIONAL SERVICES FEES - AMENDMENT NO. 1			
	Fee	Reimbursables	Total
Project A - Circulation Services	\$72,600	\$6,900	\$79,500
Project B - Children's Library	\$289,900	\$20,900	\$310,800
TOTAL	\$362,500	\$27,800	\$390,300

Total Compensation

Total not to exceed amount of this Agreement and Amendment No. 1 shall not to exceed Four Hundred Sixty-One Thousand Eight Hundred Dollars (\$461,800.00).

Additional Services

Additional Services related to specific disciplines not covered in the original Agreement include the following. If authorized, such Additional Services and Reimbursable Expenses associated with the Additional Services will be compensated at the rates set forth below, unless a flat rate or some other form of compensation is mutually agreed upon by the parties.

Structural – Englekirk & Sabol

Principal	\$255.00/hour
Project Director	\$210.00/hour
Project Structural Engineer	\$175.00/hour
Senior Designer	\$175.00/hour
Project Engineer	\$165.00/hour
Design Engineer	\$130.00/hour
Senior Drafter	\$130.00/hour
Draftsperson	\$95.00/hour
Technical Writer	\$90.00/hour

Mechanical/Electrical/Plumbing – Glumac

Principal	\$225.00/hour
Associate Principal	\$205.00/hour
Sr. Project Manager	\$195.00/hour
Project Manager	\$185.00/hour
Sr. Project Engineer	\$170.00/hour
Project Engineer	\$150.00/hour
Sr. Design Engineer	\$135.00/hour
Design Engineer	\$125.00/hour
Sr. Designer	\$115.00/hour
Designer	\$105.00/hour
CAD Designer	\$100.00/hour

CAD Technician	\$80.00/hour
Administrative	\$75.00/hour
Information Technology – Waveguide	
Principal	\$185.00/hour
Project Manager	\$155.00/hour
Staff/Consultants	\$145.00/hour
Interior Design – Carol Cambianica	
Principal	\$95.00/hour
Staff	\$65.00/hour
Graphics – Ph.d	
Principal	\$225.00/hour
Project Manager	\$175.00/hour
Designer	\$150.00/hour
Production	\$125.00/hour
Cost Estimating – Davis Langdon	
Principal	\$280.00/hour
Associate Principal	\$210.00/hour
Senior Associates	\$180.00/hour
Associate	\$165.00/hour
Cost Planners	\$130.00/hour
Acoustics – Studio von Riesen (Project B only)	
Principal	\$150.00/hour
Associate	\$110.00/hour
Lighting Designer – Glumac/Lighting Design Services (Project B only)	
Principal	\$160.00/hour
Designer/Draftsperson	\$90.00/hour

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED
 STEVE JOHNSON & JAMES FAVARO
 DBA MDA JOHNSON FAVARO
ADDRESS
 5898 BLACK WELDER
 CULVER CITY, CA 90232-7304

COMPANIES AFFORDING COVERAGE
 A. STATE FARM GENERAL INSURANCE COMPANY
 B.
 C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY NON-OWNED AUTO	92NY10205	07/01/11	2,000,000		4,000,000
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	92NY10205	07/01/11	2,000,000		4,000,000
A	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS	92NY10205	07/01/11	2,000,000		4,000,000
	<input type="checkbox"/> BLANKET CONTRACTUAL					
	<input type="checkbox"/> CONTRACTOR'S PROTECTIVE					
A	<input checked="" type="checkbox"/> PERSONAL INJURY	92NY10205	07/01/11	2,000,000		4,000,000
	<input type="checkbox"/> EXCESS LIABILITY					
	<input type="checkbox"/> WORKER'S COMPENSATION					

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: 07/30/2010 BY: *J. James Hamilton* 25147
 Authorized Insurance Representative
 TITLE: Agent
 AGENCY: Hamilton Insurance Agency Address: 17718 Crenshaw Blvd.
Van Terrence, CA 90506

CERTIFICATE OF INSURANCE

This certifies that STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
 STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
 STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
 STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder STEVE JOHNSON & JAMES FAVARO DBA MDA JOHNSON FAVARO
 Address of policyholder 5898 BLACK WELDER CULVER CITY, CA 90232-7304
 Location of operations _____
 Description of operations CONSULTING DESIGN SERVICES RELATED TO PUBLIC LIBRARY RENOVATION

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
92-NY-1020-5	Comprehensive Business Liability	07/01/10	07/01/11	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> BUSINESS PROPERTY \$244,300				Each Occurrence \$ 2,000,000 General Aggregate \$ 4,000,000 Products - Completed Operations Aggregate \$
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)
	Workers' Compensation and Employers Liability			Each Occurrence \$ Aggregate \$
				Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY
		Effective Date	Expiration Date	(at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

ADDITIONAL INSURED:

CITY OF BEVERLY HILLS, ITS CITY COUNCIL AND EACH MEMBER THEREOF AND EVERY OFFICER AND EMPLOYEE OF THE CITY
 455 NORTH REXFORD DRIVE
 BEVERLY HILLS, CA 90210

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

J. James Havelton
 Signature of Authorized Representative
 AGENT Date 07/30/2010

Title _____
 Agent's Code Stamp
 AFO Code F793

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2010

PRODUCER (619)574-6220 FAX (619)574-6288
Insurance Office of America, Inc.
DBA IOA Insurance Services
1775 Hancock Street, Ste. 180
San Diego, CA 92110

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

MDA Johnson Favaro
5898 Blackwelder Street
Culver City, CA 90232

INSURER A: OneBeacon America Ins. Co.

INSURER B: Beazley USA Services, Inc

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
						MED EXP (Any one person)	\$	
						PERSONAL & ADV INJURY	\$	
						GENERAL AGGREGATE	\$	
						PRODUCTS - COMP/OP AGG	\$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
						OTHER THAN AUTO ONLY: EA ACC	\$	
						AGG	\$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$	
						AGGREGATE	\$	
							\$	
							\$	
							\$	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	406030060	09/01/2009	09/01/2010	X	WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B		OTHER Professional Liability Claims Made	V15VVE09PNPA	09/18/2009	09/18/2010		\$1,000,000 each claim \$2,000,000 aggregate \$15,000 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Interior improvements to the Beverly Hills Library

Waiver of Subrogation applies to Workers Compensation.
 Insurance is Primary.

*10 Day Notice of Cancellation Applies for Non-Payment of Premium.

CERTIFICATE HOLDER

City of Beverly Hills
 Attn: Alan Schneider
 Director of Project Administration
 455 N. Rexford Drive
 Beverly Hills, CA 90210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Kelly Howell/CABRAS

T. Kelly Howell

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attached clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 09/18/09 at 12:01 A.M. standard time, forms a part of

Policy No. 406030060 Endorsement No.

of the One Beacon America Insurance Co.

issued to MDA Johnson Favaro

Premium (if any) \$

Alexandria Smith
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
City of Beverly Hills	Interior improvements to the Beverly Hills Library

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

MDA Johnson Favaro

ADDRESS

**5898 Blackwelder Street
Culver City, CA 90232**

COMPANIES AFFORDING COVERAGE

A. OneBeacon America Insurance Co.

B.

C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<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					
A	<input checked="" type="checkbox"/> WORKER'S COMPENSATION	406030060	09/01/10		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 : 7-1-2010

BY :

Ali Smith
Authorized Insurance Representative

TITLE :

Account Manager

AGENCY : IOA Insurance Services

Address :

1775 Hancock Street, Ste 180
San Diego, CA 92110