



AGENDA REPORT

Meeting Date: September 11, 2012
Item Number: G-16
To: Honorable Mayor & City Council
From: Donielle Kahikina, Associate Project Manager
Subject: APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR CONSULTANT SERVICES RELATED TO THE PUBLIC WORKS WAREHOUSE AND SITE IMPROVEMENTS AT 9357 WEST THIRD STREET; AND,

APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$130,300 TO RTK ARCHITECTS, INC. FOR THE WORK

Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council approve the "Amendment No. 1 to the Agreement between the City of Beverly Hills and RTK Architects (RTK) for Design Services Related to the Public Works Warehouse and Site Improvements", and approve a Change Purchase Order in the amount of \$130,300 for construction administration services. The total compensation for the services under this agreement and amendments is \$656,800.

INTRODUCTION

In June of 2009, as part of the 2009-10 fiscal year Capital Improvement Program (CIP) budget, an agreement was awarded to RTK to develop conceptual plans for a warehouse facility. On August 16, 2011, the City Council approved an agreement with RTK as the architect for this project for design services related to the Public Works Warehouse and Site Improvements.

The proposed Amendment No. 1 to the agreement with RTK is for the necessary construction administration services for the architect during the construction of the project.

DISCUSSION

On July 24, 2012, City Council approved the award of contracts for the construction of the Public Works Warehouse and Site Improvements. A Notice to Proceed was issued for August 13, 2012, with anticipated completion in July 2013.

To administer the construction contract, the services of the project architect are required. These services are essential to meet the scheduled completion date and maintain proper cost control during the construction. The proposed amendment includes the construction administration services as summarized below:

- General Administration - Architect shall provide administration of the contract between the City and the general contractor. Architect shall review requests by the general contractor for additional information about the Contract Documents and shall prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the contractor.
- Evaluations of the Work - Architect shall visit the site on a weekly basis to become familiar with and to keep the City informed about the progress and quality of the Work completed; to guard the City against defects and deficiencies in the Work; and to determine if the Work is being performed in accordance with the Contract Documents.
- Certification of Payments to Contractor - Architect shall review and certify the amounts due the general contractor and coordinating with the City the issuance of certificates for payment in such amounts.
- Submittals - Architect shall review and approve or take other appropriate action upon the contractors' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance the design concept expressed in the Contract Documents.
- Changes in the Construction Work - Architect shall review change orders based on supporting documentation and data provided by the contractor for the City's approval and execution in accordance with the Contract Documents. As necessary, the Architect shall prepare, reproduce and distribute drawings and specifications to describe work to be added, deleted or modified.
- Project Completion - Architect shall conduct inspections to determine the dates of the substantial completion and final completion (including reviewing the correction of all punch list items, until all punch list items have been corrected to City's satisfaction) and shall issue a "Certificate of Substantial Completion."
- Records - Architect shall maintain records and books available to the City which includes all information, data, reports, records, maps and surveying results which relate to the performance of this Agreement.

The fee proposal for the above design services is \$117,800. In addition, a contingency of \$10,000 for unforeseen design considerations and \$2,500 for reimbursable expenses is included in the proposed amendment to the agreement. The total compensation for the construction administration services is not to exceed \$130,300.

FISCAL IMPACT

The cost for these services is included in the Capital Improvement Program (CIP) project budget. Funding for these services has been budgeted for in the FY 12-13 Capital Improvement Program (CIP) budget approved by the City Council for the Public Works Yard and Facilities Improvements Project #0894.



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

Attachment 1

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR
CONSULTANT SERVICES RELATED TO THE PUBLIC
WORKS WAREHOUSE AND SITE IMPROVEMENTS AT 9357
WEST THIRD STREET

NAME OF CONSULTANT: RTK Architects, Inc.

CONSULTANT'S DESIGNATED
REPRESENTATIVE: Mandana Motahari, Principal

CONSULTANT'S ADDRESS: 3975 Landmark Street, Suite 40
Culver City, CA 90232

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: Alan Schneider
Director of Project Administration

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

COMMENCEMENT DATE: Upon receipt of Notice to Proceed

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

COMPENSATION: Original Agreement: Professional fees not to exceed
\$481,600.00 based on the rates set forth in Exhibit D;
Contingency for additional
work not to exceed \$25,000.00, as more fully described in
Exhibits B and E-1; Reimbursable expenses not to exceed
\$19,000 as described in Exhibits B and E; Total
compensation, including Professional Fees, Contingency
and Reimbursable Expenses, not to exceed \$526,500.00

Amendment No. 1: Professional Fees not to exceed
\$117,800 based on the rates set forth in Exhibit D;
Contingency for additional work not to exceed \$10,000, as
more fully described in Exhibits B and E-1; Reimbursable
Expenses not to exceed \$2,500 as described in Exhibits B
and E; Total compensation for Amendment No. 1, including

Professional Fees, Contingency and Reimbursable Expenses not to exceed \$130,300.

Total compensation for the Original Agreement and Amendment No. 1 not to exceed \$656,800

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR
CONSULTANT SERVICES RELATED TO THE PUBLIC
WORKS WAREHOUSE AND SITE IMPROVEMENTS AT 9357
WEST THIRD STREET

This Amendment No. 1 is to the Agreement between the City of Beverly Hills (hereinafter called "City") and RTK Architects, Inc. (hereinafter called "Consultant") dated September 20, 2011 and identified as Contract No. 381-11.

RECITALS

A. City entered into a written agreement with Consultant dated September 20, 2011 for design services related to renovation of the Public Works Warehouse and site improvements at 9357 West Third Street.

B. City now desires to amend the Agreement to add to the scope of services and increase the compensation for the additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Compensation shall be amended as set forth above.

Section 2. Exhibit A, "Scope of Services" shall be amended as attached hereto and incorporated herein.

Section 3. Exhibit A-1, "Progress Schedule" shall be amended as attached hereto and incorporated herein.

Section 4. Exhibit B, "Compensation/Payment Terms" shall be amended as attached hereto and incorporated herein.

Section 5. Exhibit E, "Reimbursable Expenses" shall be amended as attached hereto and incorporated herein.

Section 6. Exhibit E-1, "Contingency" shall be amended as attached hereto and incorporated herein.

Section 7. Except as specifically amended by this Amendment No. 1, the Agreement dated September 20, 2011 and identified as Contract No. 381-11 shall remain in full force and effect.

For purposes of the attached Exhibits, Architect shall mean Consultant.

CITY OF BEVERLY HILLS,
A municipal corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

Consultant: RTK ARCHITECTS, INC.
A California corporation

MANDANA MOTAHARI
President

PHILIP TRIGAS
Secretary

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

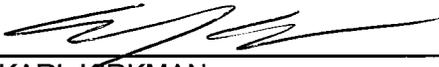
JEFFREY KOLIN
City Manager

DAVID D. GUSTAVSON
Director of Public Works &
Transportation

[Signatures continue]



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

ORIGINAL AGREEMENT:

ARTICLE 1. GENERAL RESPONSIBILITIES

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

ARTICLE 2. CHANGES IN ARCHITECT'S SERVICES

Changes in services of the Architect, including services required of the Architect's Architects, may be accomplished after execution of this Agreement, without invalidating the Agreement, provided that changes in the services required of the Architect are initiated by City, would entitle the Architect to an adjustment in compensation, and Architect 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 Architect shall manage the Architect's services and administer the Project. The Architect 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 Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the City and the City's consultants.

B. Upon written request of City, the Architect shall prepare for City's and City's Designated Representative's review and approval, an update of the Architect'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 Architect, and completion of documents provided by the Architect. Such update schedule shall be consistent with the initial Progress Schedule attached hereto as Exhibit A-1.

C. The Architect 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 Architect shall make a presentation to explain the design of the Project to representatives of the City or as otherwise requested by City.

E. The Architect shall submit design documents to the City at intervals appropriate to the design process for purposes of evaluation and approval by the City. The Architect shall be entitled to rely on written approvals received from the City in the further development of the design except as limited by Section 4 of the Agreement.

F. If requested by the City's Designated Representative, the Architect 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 City shall engage a qualified professional to prepare estimates of the cost of the work for the Project (the "Cost of Work") at the end of the Schematic Design, Design Development and Construction Document phases. The Architect shall review the estimates and advise the City of any suggested adjustments to the estimates of the Cost of the Work required by changes in Project requirements. If at any time the estimate of the Cost of the Work exceeds the City's budget, the Architect shall make appropriate recommendations to the City to adjust the Project's size, quality or budget.

B. Omitted

C. In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design; 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 Architect 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 Architect 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 Architect services that may be reasonably needed for the Project.

B. The Architect 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 Architect 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.

ARTICLE 6. SCHEMATIC DESIGN SERVICES

A. A description of the desired Project/building elements for the Project is attached hereto and incorporated herein as Exhibit A-2. The Architect's schematic design services shall include design of such Project building elements and all structural, mechanical, plumbing, civil, and electrical engineering services relating thereto.

B. In addition to the foregoing, design services shall also include interior architectural services, fire protection engineering (excluding fire sprinklers system and fire

alarm design and engineering except for performance specifications and coordination with the local Fire Department). Title 24 requirements, elevators specifications, design of conduit for customary low voltage electrical systems (e.g., telephone/security and similar systems) roofing/waterproofing design, and as required by code, signage services (including graphics), and green building code requirements in connection with the complete design of the Project.

C. Architect 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 Architect's design services with the services of the City's separate consultants. The coordination services described in clause (4) above shall not make Architect responsible for the adequacy or timeliness of any plans and specifications prepared by City's consultants; however, if Architect knows or reasonably suspects that any such plans and specifications are not consistent with sound design or construction practices, Architect shall immediately notify City in writing.

D. In no event shall Architect: (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 Architect's services hereunder unless Architect 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 Architect's fee for design services); or (3) prepare design documents that call for "proprietary" equipment or material in which Architect has a financial or other interest, unless Architect receives City's prior written approval to prepare design documents that call for such "proprietary" equipment or material. Architect will not commence work on any phase of design services until Architect receives a written authorization from City directing Architect to so proceed. City and Architect acknowledge that there may be, at times, some reasonable overlapping of the services performed by Architect in the Design phases (i.e., the City may authorize or instruct the Architect to proceed into a phase prior to completion of the preceding phase, and that the Architect may be providing services in more than one phase of the Project concurrently).

ARTICLE 7. DESIGN DEVELOPMENT DOCUMENTS

A. The Architect shall provide design development documents (the "Design Documents") based on the approved written program resulting from discussions and meetings with City staff. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

B. Design Documents shall include, without limitation, floor plans of each typical and unique level; site plan; building sections; preliminary building systems designs; key details; and outline specifications. Design Documents for interior design and any common areas will include, without limitation, final space plan; typical interior details; wall, floor and

finish selection. It shall also include the cubicle layout, selection and hookup.

C. Architect 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 Architect at the request of City.

D. The Architect shall provide a budget for the Cost of the Work.

E. Project background and building elements are indicated in Exhibit A-2, attached hereto and incorporated herein.

ARTICLE 8. CONSTRUCTION DOCUMENTS

A. The Architect 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 Architect 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 the Contractor; and (2) the conditions of the contract for construction (general conditions, supplementary conditions and other conditions). The Architect 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 Architect shall file with the appropriate regulatory agency all documents required for approval of governmental authorities exercising jurisdiction over the Project. Architect 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 Architect from public agencies exercising jurisdiction over the Project whose approval is required or by law or as otherwise customary and reasonable.

D. Construction Documents will include, without limitation: (i) floor plans of each typical and unique level; (ii) site plan; (iii) enlarged plans and elevations of special areas where necessary; (iv) engineering drawings of building systems included in Project scope; (v) reflected ceiling plans, showing the location of the various types of ceilings and the location of HVAC registers and influenced by the ceiling layout; (vi) outlets plans showing the location of power, telephone and data communications outlets; and (vii) details indicating the design intent of the above.

E. Omitted

F. Construction Documents shall specify acceptable manufactures recommended product installation procedures and performance criteria for products. The Contract Documents shall also require Contractor, at the conclusion of the construction of the

Project and based upon information kept current by Contractor and reviewed by Architect 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.

1. 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.

ARTICLE 9. CONSTRUCTION PROCUREMENT SERVICES

A. The Architect shall assist the City in obtaining competitive bids and shall assist the City in awarding and preparing contracts for construction.

B. The Architect shall assist the City in establishing a list of prospective bidders or contractors.

C. The Architect shall assist the City in bid validation or proposal evaluation and determination of the successful bid or proposal, if any.

D. Bidding documents shall consist of bidding requirements, proposed contract forms, general conditions and supplementary conditions, specifications and drawings (the "Bidding Documents"). The City shall prepare the boilerplate documents including the Notice Inviting Bids, Instructions To Bidders, Special City Requirements, General Specifications and General Conditions, and required contract forms to be completed by bidders.

E. If requested by the City, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The City shall pay directly for the cost of reproduction.

F. If requested by the City, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

G. The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute to all prospective bidders, addenda identifying approved substitutions.

H. At the request of City, the Architect shall participate in or, at the City's direction, shall organize and conduct a pre-bid conference for prospective bidders.

I. The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

J. The Architect shall participate in, if requested by the City, the opening of the bids.

FUTURE SERVICES

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

Construction Administration Phase

AMENDMENT NO. 1:

ARTICLE 10. CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

A. GENERAL ADMINISTRATION

B. The Architect shall provide administration of the contract between the City and the general contractor as set forth below in coordination with City's Designated Representative.

C. The Architect's responsibility to provide construction contract administration services ("Contract Administration Services") under this Agreement commences with the award of the initial contract for construction and terminates at the issuance to the City of the final certificate for payment and the City's written acceptance of the Project.

D. The Architect shall advise and consult with the City during the provision of the Contract Administration Services, but the Architect shall not have authority to act on behalf of the City.

E. The Architect shall review requests by the general contractor for additional information about the Contract Documents. Architect shall be entitled to require that such request be in a form prepared by the Architect and include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested.

F. If deemed appropriate by the Architect or the City, the Architect shall prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor. Architect shall not be entitled to any additional compensation for providing the services described in this Subparagraph F.

G. The Architect shall promptly interpret and provide recommendations on matters concerning performance of the City and Contractor under, and requirements of, the Contract Documents upon written request of the City.

H. Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing (which may be in the form of drawings).

I. Architect shall review "As-Built" drawings provided by the Contractor.

J. If requested by City, Architect and its consultants shall provide recommendations in the utilization of any equipment or systems (such as testing or balancing) for startup and testing of said equipment.

ARTICLE 11. EVALUATIONS OF THE WORK

A. The Architect shall visit the site (1) to become familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to guard the City against defects and deficiencies in the Work, and (3) to determine if the Work is being performed in accordance with the Contract Documents; however, the Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the Work. Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the general contractor's rights and responsibilities; however, Architect shall inform City and the general contractor of any of the foregoing means, methods, techniques, sequences or procedures of which Architect has knowledge and which are not consistent with sound construction practice. On the basis of such on site observation as an Architect, Architect shall submit to City a written report subsequent to each on-site visit. The Project visits required of Architect's consultants are described in Exhibit A-3 attached hereto, and the Architect shall be responsible for causing its consultants to perform such Project visits.

B. The Architect shall report to the City known or suspected deviations from the Contract documents and from the most recent construction schedule submitted by the general contractor; however, the Architect shall not be responsible for the general contractor's failure to perform the Work in accordance with the requirements of the Contract Documents unless caused by the Architect or its consultants. Communications by and with the Architect's consultants shall be through the Architect (unless initiated, in any instance, by such consultants).

C. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed provided that any costs to City shall have been approved in writing by City; however, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to any contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the work.

ARTICLE 12. CERTIFICATION OF PAYMENTS TO CONTRACTOR

A. The Architect shall review and certify the amounts due the general contractor and any other contractors of City (including, if requested by City, any consultants of City), and

coordinating with the City's Designated Representative, shall cause the issuance of certificates for payment in such amounts. The Architect's certification for payment to a contractor (a "Certificate for Payment") shall constitute a representation to the City, based on the Architect's evaluation of the work and on the data comprising the contractor's application for payment, that the work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the work for conformance with the Contract Documents upon substantial completion of the work, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to any specific qualifications expressed by the Architect in writing.

B. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid.

C. The Architect shall maintain a record of all contractors' applications for payment.

ARTICLE 13. SUBMITTALS

A. The Architect shall review and approve or take other appropriate action upon the contractors' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the City or contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractors as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

B. The Architect shall maintain a record of submittals and copies of submittals supplied by contractors in accordance with the requirements of the Contract Documents.

C. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of a contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy provided, however that the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

ARTICLE 14. CHANGES IN THE CONSTRUCTION WORK

A. The Architect shall review change orders prepared by the City. The Contractor shall provide supporting documentation and data for the City's and Architect's approval and execution thereof in accordance with the Contract Documents. Upon obtaining City's Designated Representative's written approval, the Architect may authorize minor changes in the Work not involving an adjustment in compensation or an extension of the time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute drawings and specifications to describe work to be added, deleted or modified. Architect and its consultants shall meet with City and its contractors to assist in the negotiation of change orders, and review any contractor's request for change orders, advise whether such proposed changes are already included in the scope of the work described in Contract Documents and advise that the proposed adjustments to the contract and the construction schedule are consistent with industry standards.

B. The Architect shall review requests by the City or its contractors for changes in the Work, including adjustments to the compensation or time. Architect may require that request for a change in the work is accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the work are not materially different from the requirements of the Contract Documents, the Architect may recommend to the City that the requested change be approved.

C. If the Architect determines that implementation of the requested changes would result in a material change that may cause an adjustment in compensation or time, and the Architect has determined that it will or might recommend to the City that the City approve the change, then based upon information furnished by the contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a change in services of the Architect, and the Architect shall then recommend in writing approval or disapproval of the change explaining the reasons for the recommendation. After the City's written approval of the change has been issued, the Architect shall incorporate those estimates into a change order or other appropriate documentation for the City's execution or negotiation with the contractor.

D. The Architect shall maintain records relative to changes in the work, as required by Article 16 below.

ARTICLE 15. PROJECT COMPLETION

A. The Architect shall conduct inspections to determine the dates of the substantial completion and final completion (including reviewing the correction of all punch list items, until all punch list items have been corrected to City's satisfaction) and shall issue a "Certificate of Substantial Completion" and a "Certificate of Final Completion" (based on Architect's inspections and actual knowledge). Architect shall receive, review and forward to City, for the City's review, written warranties and related documents required by the Contract Documents and assembled by contractors. Architect shall also be responsible for receiving from Contractor all manuals of operation of mechanical, electrical and other equipment which are required by Contract Documents, and shall deliver to City copies of same as such mechanical, electrical or other system is completed. Architect shall prepare for City a list of observed items, materials or systems that require replacement or additional work by

contractors. Architect's Construction Documents shall specify that, at the conclusion of the construction of the Project and based upon information kept current by the contractors, the Architect shall prepare and furnish to City a complete record set of Drawings and Specifications depicting the Project as modified during construction.

B. The Architect's inspections shall be conducted with the City's Designated Representative to check conformance of the work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the contractors of work to be completed or corrected.

C. When the work is found to be substantially complete, the Architect shall inform the City about the balance of the sums remaining to be paid the contractors, including any amounts needed to pay for final completion or correction of the work.

D. The Architect shall receive from the Contractor and forward to the City consents of surety or sureties, if any, to reduction in or partial release of funds retained by City or the making of final payment.

ARTICLE 16. RECORDS

A. Architect shall maintain records and books in a manner approved by City for the keeping of such records during the term of this Agreement and for three (3) years after the completion of this Agreement and its extensions if there shall be any.

B. Such records shall be available at Architect's office for review during normal operating hours and Architect shall permit the authorized representatives of City, the County, the State or the Federal government to audit all data and records of the Architect relating to the performance of this Agreement.

C. All information, data, reports, records, maps and surveying results which relate to the performance of this Agreement and which are available to City, shall be furnished to Architect without charge.

EXHIBIT A-1

Progress Schedule

ORIGINAL AGREEMENT:

The Architect 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 City and design team wherein the mutually agreed upon program, schedule, and budget are confirmed.

Schematic Design Documents: Commence upon receipt of notice to proceed and complete in three (3) weeks

Design Development Documents: Commence upon receipt of notice to proceed and complete in six (6) weeks

Construction Documents: Commence upon receipt of notice to proceed and complete in ten (10) weeks

AMENDMENT NO. 1

Construction Administration: Commence upon receipt of notice to proceed and complete in eleven (11) months

EXHIBIT B

Compensation/Payment Terms

ORIGINAL AGREEMENT:

A. City shall compensate Consultant for the satisfactory performance of services described in this Agreement an amount not to exceed Four Hundred Eighty One Thousand Six Hundred Sixty Dollars (\$481,600.00) for professional fees. City shall pay Consultant for reimbursable expenses reasonably incurred in the performance of this Agreement as described in Exhibit E, attached hereto and incorporated herein, an amount not to exceed Nineteen Thousand Dollars (\$19,000.00). If additional design services are required by City, City shall pay Consultant in accordance with the terms set forth in Exhibit E-1, Contingency, attached hereto and incorporated herein.

B. 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 total services required. City shall pay satisfactory invoices within thirty (30) days. However, in no event shall Consultant be paid more than the following:

1. Fourteen and One Half percent (14.5%) of the total Agreement price upon the satisfactory completion of the Schematic Design documents;
2. Thirty-Nine and One Half percent (39.5%) of the total Agreement price upon the satisfactory completion of the Design Development documents;
3. Ninety-Seven percent (97%) of the total Agreement price upon the satisfactory completion of the Construction Documents;
4. Ninety-Eight and One Half percent (98.5%) of the total Agreement price upon completion of the Agency approvals;
5. One hundred percent (100%) of the total Agreement price upon the completion of the Project bidding.

C. In the event the City authorizes in writing Contingency services not included as a part of the services described herein, the payment shall be based on the hourly rates in Exhibit D or a lump sum as may be mutually agreed, but shall not exceed Twenty-Five Thousand Dollars (\$25,000.00). This amount shall be in addition to that indicated in the previous paragraphs.

D. If City exercises its right to terminate this Agreement other than for cause pursuant to Section 11 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. Fee Breakdown

Design Disciplines	Architectural	Electrical	Mechanical	Structural	Landscape Architect	Civil	Total
Schematic Design	\$35,530.00	\$8,000.00	\$8,000.00	\$3,650.00	\$6,925.00	\$4,800.00	\$66,905.00
Design Development	\$65,925.00	\$12,500.00	\$12,500.00	\$10,550.00	\$7,050.00	\$6,400.00	\$114,925.00
Construction Docs	\$176,425.00	\$17,500.00	\$19,800.00	\$26,000.00	\$8,625.00	\$16,000.00	\$264,350.00
Agency Approvals	\$6,185.00				\$1,000.00		\$7,185.00
Bid & Award	\$7,185.00						\$7,185.00
Construction Admin	\$0.00						\$0.00
Sub-Total	\$291,250.00	\$38,000.00	\$40,300.00	\$40,200.00	\$23,600.00	\$27,200.00	\$460,550.00
Connecting Tunnel:	\$9,500.00	\$3,000.00	\$3,500.00	\$5,000.00			\$21,000.00
Professional Svcs	\$300,800.00	\$41,000.00	\$43,800.00	\$45,200.00	\$23,600.00	\$27,200.00	\$481,600.00
Reimbursable	\$11,400.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,100.00	\$1,500.00	\$19,900.00
Grand Total	\$312,200.00	\$42,200.00	\$45,000.00	\$47,700.00	\$25,700.00	\$28,700.00	\$501,500.00

AMENDMENT NO. 1

A. City shall compensate Consultant for the satisfactory performance of services described in Amendment No. 1 to this Agreement an amount not to exceed One Hundred Seventeen Thousand Eight Hundred Dollars (\$117,800.00) for professional fees. If additional services are required by City as described in Exhibit E-1, compensation shall be negotiated by the parties.

B. In the event the City authorizes in writing Contingency services not included as a part of the services described herein, the payment shall be based on the hourly rates in Exhibit D 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. Total not to exceed amount of Agreement and Amendment No. 1 is Six Hundred Fifty-Six Thousand Eight Hundred Dollars (\$656,800.00).

EXHIBIT E

Reimbursable Expenses

ORIGINAL AGREEMENT:

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. A budget not exceed Nineteen Thousand Dollars (\$19,000) shall cover such reimbursable expenses.

AMENDMENT NO. 1:

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. A budget not exceed Two Thousand Five Hundred Dollars (\$2,500.00) shall cover such reimbursable expenses.

EXHIBIT E-1

Contingency

The contingency funds for sub-consultant services which are required by City and performed as additional services, include:

- Waterproofing and Roofing Consultant (Peer Review)
- Special Lighting Design Consultant
- LEED or equal Consultant (Compliance Documentation)
- Security Consultant
- Building and Tenant Identification Graphics
- Acoustical Consultant