



AGENDA REPORT

Meeting Date: October 23, 2012

Item Number: F-9

To: Honorable Mayor & City Council

From: Alan Schneider, Director of Project Administration
Charles Ackerman, Project Administrator

Subject: APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KAPLAN CHEN KAPLAN ARCHITECTS & PLANNERS FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES RELATED TO GREYSTONE MANSION FIREHOUSE REHABILITATION PROJECT; AND

APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$44,880 FOR THESE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 1 to an agreement with Kaplan Chen Kaplan Architects & Planners, and approve a Change Purchase Order in the amount of \$44,880 for architectural and engineering services related to the rehabilitation of the Firehouse structure at Greystone Estate located at 501 Doheny Road. This sum is comprised of a not to exceed fee of \$39,880 including reimbursable expenses and an additional \$5,000 for contingencies. The total amount of this agreement with the amendment is \$92,240.

INTRODUCTION

The proposed agreement for architectural and engineering services addresses the Greystone Firehouse to provide necessary building and fire code upgrades, and rehabilitation of the ground floor for public restrooms. These upgrades are critical to preservation of the historic structure, while addressing the functional needs for appropriate restroom facilities for public use of the park and events in the Mansion. Staff believes that improving the restroom facility expands the Mansion's use options and capabilities and translates into greater revenue generating capacity.

DISCUSSION

As part of the 2011-12 fiscal year Capital Improvement Program for Greystone, staff engaged the services of an architect with a strong historic background, Kaplan Chen Kaplan Architects & Planners (KCK) in conjunction with Melvyn Green & Associates to explore options and determine the feasibility of developing a public restroom facility in the Firehouse. The results of that effort have led to a proposed schematic design that provides men's and women's restrooms, and a family restroom on the ground floor. The building and fire code upgrades address replacement of the wood shingle roof with Class A fire retardant roofing tiles, structural strengthening for current seismic design, and replacement of the deteriorated second floor balcony decking and stairway.

The agreement with KCK for the schematic design services was not to exceed \$47,360.

Based on the schematic design presented and acceptance of that design by the Community Services Department, it is recommended that the balance of design services and preparation of construction documents proceed with KCK.

The fee proposal for the above services is \$39,880 including reimbursable expenses. In addition, a contingency of \$5,000 for unforeseen design considerations and evaluations is included in the proposed agreement.

The estimated cost to construct required upgrades and restrooms is approximately \$950,000 based on the schematic design.

The proposed agreement calls for design and engineering services including preparation of construction plans and specifications to be completed in December 2012 followed by public bidding. The award of contract will be brought forth for City Council approval in April 2013.

FISCAL IMPACT

Funding for this project is included in the FY 12-13 Capital Improvement Program (CIP) budget for the Greystone Park Improvements project #442 and is available to cover these services.



Noel Marquis

Finance Approval



David D. Gustavson

Approved By

Attachment 1

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND KAPLAN CHEN KAPLAN ARCHITECTS &
PLANNERS FOR ARCHITECTURAL AND ENGINEERING DESIGN
SERVICES RELATED TO GREYSTONE MANSION FIREHOUSE
REHABILITATION PROJECT

NAME OF CONSULTANT: Kaplan Chen Kaplan Architects & Planners

RESPONSIBLE PRINCIPAL
OF CONSULTANT: David Kaplan, Principal

CONSULTANT'S ADDRESS: 2526 Eighteenth Street
Santa Monica, CA 90405
Attention: David Kaplan, Principal

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

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: June 30, 2013

CONSIDERATION: Original Agreement:
Professional fees not to exceed \$42,360.00, including
all reimbursable expenses as described in Exhibit B;
Contingency for additional services not to exceed
\$5,000.00, as described in Exhibit B; Total not to
exceed \$47,360.00

Amendment No. 1:
Professional fees in the amount of \$39,380.00;
including all reimbursable expenses as described in
Exhibit B; Contingency for additional services not to
exceed \$5,000.00, as more fully described in Exhibit B;
Reimbursable expenses not to exceed \$500.00 as
described in Exhibit B; Total for Amendment No. 1 not
to exceed \$44,880.00

Total compensation, including Professional Fees,
Contingency and Reimbursable Expenses, for Original
Agreement and Amendment No. 1 not to exceed
\$92,240.00.

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KAPLAN CHEN KAPLAN ARCHITECTS & PLANNERS FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES RELATED TO GREYSTONE MANSION FIREHOUSE REHABILITATION PROJECT

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Kaplan Chen Kaplan Architects & Planners (hereinafter called "CONSULTANT") dated April 26, 2012 and identified as Contract No. 153-12 for design services related to the Greystone Mansion Firehouse Rehabilitation Project.

RECITALS

A. CITY entered into a written agreement with CONSULTANT for design services related to the Greystone Mansion Firehouse Rehabilitation project.

B. CITY desires to extend the term of the Agreement, amend the Scope of Services, and increase the Consideration 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 Consideration shall be amended as set forth above.

Section 3. Section 12 of the Agreement entitled "Indemnification" shall be amended as follows:

"Section 12. Indemnification.

(a) In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or

any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by paragraph (a) of this Section, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

(c) All duties of CONSULTANT shall survive termination of the Agreement."

Section 4. Exhibit A, "Scope of Services" shall be amended as attached hereto and incorporated herein.

Section 5. Exhibit B, "Schedule of Payment & Rates" shall be amended as attached hereto and incorporated herein.

Section 6. Except as modified by the Amendment No. 1, all provisions of the Agreement dated April 26, 2012 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____, 201____, at Beverly Hills, California.

CITY:
CITY OF BEVERLY HILLS,
a municipal corporation

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

[Signatures continue]

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT:
KAPLAN CHEN KAPLAN ARCHITECTS &
PARTNERS



DAVID KAPLAN
Partner

APPROVED AS TO FORM:



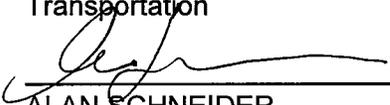
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works &
Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

ORIGINAL AGREEMENT:

CONSULTANT, under the direction of CITY'S Project Manager, shall perform the following services:

Scope of Work

The phased services are based on the CONSULTANT's proposal dated March 26, 2012 to provide architectural and engineering services for the rehabilitation of the Firehouse building including structural upgrades and new bathrooms for public use. The project fee is divided into two phases, the first phase through completion of design development documents for cost scope including cost estimate. The second phase will be for construction documents, bid and construction observation.

Deliverables:

- Schematic Design Drawings
- Design Development Drawings
- Outline Specifications
- Cost Estimate

Timeframe:

Approximately 2 months

Phase 1 Fees:

Based on CONSULTANT's current understanding of the project scope, the following is a summary of proposed Phase 1 fees:

Architectural (KCK)	\$20,060
Structural/Historical (Green)	\$6,000
Mechanical/Electrical/Plumbing (SY Lee)	\$4,800
Civil Engineering (SY Lee)	\$6,000
Cost Budget (C.P. O'Halloran)	\$5,000
Reimbursable Expenses	\$500
Total:	\$42,360

Fees for engineers or other consultants not shown in CONSULTANT's proposal as well as plan check, permits or other fees from government agencies will be paid separately by CITY and are not included in this agreement.

CITY shall provide information regarding Project including reports, restrictions, guidelines, drawings or other documents relating to property. CONSULTANT will rely on the accuracy of site and project information provided by CITY. No demolition or field exploration will be performed by the CONSULTANT. The CONSULTANT and CONSULTANT's subconsultants

shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site.

Record drawings are accurate for general planning and design, but are not intended to contain all as built conditions or hidden elements. CONSULTANT will review the project if necessary with governing agencies, however, codes and preliminary interpretations by officials are subject to change and the CONSULTANT and CONSULTANT's subconsultants are not liable for such changes.

CONSULTANT shall complete the performance of the services required by this Agreement within six (6) weeks of the date of the Notice to Proceed.

AMENDMENT NO. 1

The Scope of Work is based on CONSULTANT's schematic design package dated July 16, 2012. Proposed services include preparing Construction Documents for the rehabilitation of the Firehouse building including structural upgrades and new bathrooms for public use, in accordance with the following provisions:

1. EVALUATION OF BUDGET AND COST OF THE WORK

A. Evaluations of 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 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.

B. 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 CITY's budget for the Cost of the Work.

2. 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 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 CITY and the 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. CONSULTANT shall assist in connection with CITY's responsibility for filing 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 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. 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 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.

F. Construction Documents shall divide the Work into base work and alternatives, if directed by CITY. The documents shall make provision for the base work to be constructed by itself or with any or all of the alternatives.

G. In addition to paper print copies, the Construction Documents shall be provided in electronic disk format in the latest version of AutoCAD.

H. CONSULTANT shall complete the performance of the services required by this Agreement within four (4) months of the date of the Notice to Proceed.

5. CONSTRUCTION PROCUREMENT SERVICES

A. The CONSULTANT shall assist CITY in establishing a list of prospective bidders or contractors.

B. The CONSULTANT shall assist 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").

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

F. The CONSULTANT 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.

6. ADDITIONAL SERVICES

CITY may require CONSULTANT to perform additional services outside the scope of services set forth in this Exhibit A. CITY shall pay CONSULTANT for such additional services as described in Exhibit B of this Agreement.

7. FUTURE SERVICES if requested by CITY in writing.

A. Construction Administration Services

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

ORIGINAL AGREEMENT:

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, a lump sum of Forty Two Thousand Three Hundred Sixty Dollars (\$42,360.00), including reimbursable expenses.

In the event CITY requests Additional Services for services outside the scope set forth in Exhibit A, the fee shall be negotiated in advance and set forth in writing, but shall not exceed Five Thousand Dollars (\$5,000.00).

Total fee under this Agreement shall not exceed Forty Seven Thousand Three Hundred Sixty Dollars (\$47,360.00).

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

Payment shall be made upon the satisfactory completion and submission of the deliverables described in Exhibit A.

Additional Services Fee Schedule:

Additional services can be provided as needed. Special hearings, variances or appeals will be billed as additional services. Added scope of work or changes to previous approved design is subject to additional services. These services will be subject to the following hourly rate schedule in the event the fee is not negotiated in advance.

<u>Title</u>	<u>Project Title</u>	<u>Rates</u>
David Kaplan, Principal Architect		\$175
Project Architect		\$125
Senior Staff		\$105
Intermediate Staff		\$95
Staff / Research Assistant		\$75

AMENDMENT NO. 1:

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, a lump sum of Thirty Nine Thousand Three Hundred Eighty Dollars (\$39,380.00), including reimbursable expenses.

In the event CITY requests Additional Services for services outside the scope set forth in Exhibit A, the fee shall be negotiated in advance and set forth in writing, but shall not exceed Five Thousand Dollars (\$5,000.00).

Reimbursable expenses for printing and plotting, and computer rendering of the design, reasonably incurred by the CONSULTANT and the CONSULTANT'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 Five Hundred Dollars (\$500.00) shall cover such reimbursable expenses.

Total fee under this Amendment shall not exceed Forty Four Thousand Eight Hundred Eighty Dollars (\$44,880.00).

Total compensation under this Agreement, including professional fees, contingency and reimbursable expenses shall not exceed \$92,240.00.