



AGENDA REPORT

Meeting Date: August 5, 2008

Item Number: F-15

To: Honorable Mayor & City Council

From: Alan Schneider, Director of Project Administration

Subject: APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HIRSCH & ASSOCIATES, INC. FOR CONSULTANT SERVICES RELATED TO THE ROXBURY PARK DEVELOPMENT; AND
APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$546,000 TO HIRSCH & ASSOCIATES, INC. FOR THESE SERVICES

Attachments:

1. Agreement
2. Categorical Exemption

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement with Hirsch & Associates, Inc. (Hirsch) for consulting design services related to development of the Park Master Plan for Roxbury Park, and approve a Purchase Order in the amount of \$546,000 for design services. The total compensation under this agreement is comprised of a consulting fee of \$491,000, a contingency of \$30,000 for unforeseen conditions and reimbursable expenses of \$25,000.

INTRODUCTION

On May 6, 2008, the City Council approved the Park Master Plan for Roxbury Park and La Cienega Park. The development of a Park Master Plan for La Cienega and Roxbury Parks has been underway since June 2006. During this time community outreach efforts have included meetings with park neighbors, the community, Roxbury Park stakeholders, and a community-wide survey. In addition, the Recreation and Parks Commission has conducted discussions or had presentations regarding the Park Master Plan at more than a dozen meetings during the past 22 months. Throughout the process, input received from the community has helped to shape the Park Master Plan. As a result, the Roxbury Park Master Plan has evolved as modifications have been incorporated into the conceptual designs.

DISCUSSION

Hirsch & Associates was engaged to develop conceptual park designs for the master plan. The master plan process resulted in numerous concept designs encompassing the recommended design elements. The final conceptual park designs (concepts F, G and H) incorporated the minimum parking recommendations from the Carl Walker Inc. parking study. All three of the conceptual designs include a surface parking lot, not the under-tennis court and partial subterranean parking that was originally designed in Concept B-3 Alternate.

At one of the earliest Roxbury Park neighborhood meetings, a message voiced clearly by many in attendance was the need to preserve as much open green space as possible. As a result, the conceptual designs were created to maximize open park space. Concept F, endorsed by the Recreation and Parks Commission on April 1, 2008, has a net gain of 36,096 square feet of general open area, or an increase of .83 acres.

Concept F depicts a surface parking lot in which a portion of the proposed community center is elevated over a segment of the street-level parking lot. An elevated building would provide covered parking to a portion of the facility and its proximity to the community center would provide easy access. Although the community center has not yet been designed, if the tallest portion of the building was constructed over the parking lot, the height would be approximately 34-36 feet high. Immediately across the street on Roxbury Drive are 2-story, 4-story and 5-story multi-family residences (a typical 2-story residential building is 26 feet high). The square footage required for this parking lot is 59,647 square feet, or 1.37 acres, which is an increase of .47 acres of additional park space over what is currently allocated to on-site parking.

Roxbury Park Master Plan – Concept F

Elements of this concept include:

- Upgraded park infrastructure (i.e. irrigation, drainage, grading)
- Large athletic fields to accommodate soccer and lacrosse
- Baseball diamond with 200' outfield, dugouts, bullpens
- New park restroom facility
- 4 lighted tennis courts (existing)
- Upgraded children's play equipment; water splash pad
- New 22,300 square foot Community Center
- Upgraded picnic tables and group picnic area
- Outdoor basketball court
- Sand volleyball court
- Expanded on-site, street-level parking with drop-off and shuttle turn-around
- Wider alleyway off of Roxbury Drive
- Large expanses of general open areas
- Clubhouse (retain existing building and renovate)
- Roxbury Memorial corner (existing)
- New site amenities

Based on Concept F, a proposal for design services was submitted by Hirsch to provide the following scope of consultant services consisting of Schematic Design and Design Development Phases:

SCHEMATIC DESIGN PHASE

- Develop three-dimensional massing studies showing the size and shape of the options for the park buildings. Each study will be set within a CADD modeling program of the new park design and the context of buildings in the surrounding neighborhood. Studies will be prepared in color and include context photos of the interiors and exteriors of facilities viewed as favorable models for Beverly Hills.
- Develop schematic architectural building elevations, floor plans and cross sections of all the park buildings that illustrate the size, character, materials, color, and shape of the buildings. Include suggested furniture arrangements for meeting rooms, food serving, café, offices, classroom use, and uses anticipated in the selected program. Indicate fixed casework, gymnasium striping, and court layouts.
- Develop a written summary of the options for the park buildings that addresses the incorporation of the City's Green Building Ordinance, water and energy conservation measures, Southern California Edison Energy Conservation Program, and appropriate LEED certification requirements into the design of the park and park buildings.
- Develop design options for the roof of the community center building such as, roof top garden, recreational elements, solar power generation, rainwater collector, or a combination of features.
- Develop schematic plans with details and sections for the outdoor spaces, courtyard, and exterior patios that are a direct extension of the indoor functions of the park buildings.
- Present a site plan rendering of the park and 3-D CADD fly-bys to Council Committee, Commission Liaison Committee, City staff and others as directed. Refine site plan rendering of park and selected building option and prepare final site plan rendering of park and 3-D CADD fly-by for public presentation.

DESIGN DEVELOPMENT PHASE

- Prepare a preliminary site grading and drainage plan, to including storm water run-off calculations, that incorporates the latest City and industry standards for water conservation, and the reuse and/or on-site storage of the storm water run-off.
- Prepare detailed and dimensioned floor plans of park buildings of core elements such as toilets, elevators, stairs, café and kitchen, indicating wall finishes, flooring materials and lighting, casework and cabinetry.
- Prepare roof plans indicating rooftop uses, roof slope, and mounting of mechanical equipment with screening and anchorage.
- Prepare plans, details and sections indicating interior and exterior construction materials, structural framing members' size and shape, size and distribution of mechanical systems, ductwork, plumbing, draft stops and exhaust, building insulation and below grade waterproofing.

- Prepare a reflected ceiling plan showing ceiling height, materials and finishes, locations and type of lighting fixtures, mechanical distribution, ceiling access, exit, and fire alarm devices.
- Prepare study plans of the park buildings and park indicating possible locations for surveillance cameras, all camera locations will be determined by city staff.
- Perform LEED analysis and rating sheets with the objective of achieving a Silver or greater rating. Coordinate the project registration process, commissioning process, and rating evaluation procedures. Establish specifications of material and assemblies to conform to the LEED rating sheets.
- Submit the Design Development plans and specification package and detailed itemized cost estimate.

The fee proposal for the above services is \$491,000. In addition, a contingency of \$30,000 for unforeseen conditions and reimbursable expenses of \$25,000 are included in the proposed agreement. The total compensation for this agreement is not to exceed \$546,000.

The agreement stipulates the following schedule for completion of the design phases:

- Schematic Design Phase 10 weeks
- Design Development Phase 8 weeks
- Final presentations to City Council and Commissions ... 2 weeks

Following submission of the Schematic Design and Design Development documents and review by the City, the balance of the consultant services including preparation of construction documents and construction administration services will be forthcoming. Subject to funding for the continued consultant services, the current projection is that the construction documents would be completed and the project issued for bidding in the summer 2009 and under construction during 2010.

The Department of Community Development has reviewed the project for environmental impact and concluded that the project qualifies for a categorical exemption under the procedures adopted by the City of Beverly Hills, and no further environmental assessment is necessary.

FISCAL IMPACT

Funding for this agreement is allocated in the fiscal year 08-09 Capital Improvement Program (CIP) budget for Park Facilities Renovation – Roxbury Park, project #914, and from the carryover from fiscal year 07-08 for CIP project #343 which funded the Park Master Plan.

Based upon the Concept F design presented in the Park Master Plan, the 2008 cost estimate is \$27.6 million, which includes architectural and engineering fees and a 15% construction contingency. The costs for LEED Silver certification of the community center have been included in the cost estimate. An additional 7.5% inflationary factor should be added for each year, to the point where the project is issued for bidding.

As presented to the City Council with the Park Master Plan recommendations, there are a number of funding options for the Council to consider. These include (in no particular order):

- Bond for the Park Master Plan Implementation, with debt service paid for through Fund 16 for the construction phase
- Use a combination of Fund 16, General Fund, and bond proceeds for park construction
- Designate some portion of any future development project public benefit funds to go to park construction
- Continue to apply for State Park and Recreation Bond Grants
- Propose to Voters a Park Master Plan Assessment Fee or a Park General Obligation Bonds (similar to how our first public parking lots were purchased)
- Bond for the Park Master Plan Implementation, with debt service paid for through designation of current and future Transient Occupancy Taxes or the approved 9900 Wilshire Environment Mitigation Fees
- Solicit private donations and contributions with park facility naming rights
- Receive partial funding for the projects through internal financial loans or joint use of the parks by other enterprise departments

Subject to the City Council's approval of the agreement for the design services, staff will follow-up with a specific finance and schedule prioritization program detailing staff's recommendations for funding and timing of the implementation.



Scott G. Miller
Finance Approval

David D. Gustavson
Approved By

Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND HIRSCH & ASSOCIATES, INC. FOR CONSULTANT
SERVICES RELATED TO THE ROXBURY PARK
DEVELOPMENT

NAME OF CONSULTANT: Hirsch & Associates, Inc.

CONSULTANT'S DESIGNATED REPRESENTATIVE: Patrick L. Hirsch, President

CONSULTANT'S ADDRESS: 2221 East Winston Road, Suite A
Anaheim, California 92806

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 by the City Council
or the City's Designated Representative but
no later than June 30, 2009

COMPENSATION: Professional fees not to exceed \$491,000
based on the rates set forth in Exhibit B;
Contingency not to exceed \$30,000 as more
fully described in Exhibit B;
Reimbursable expenses not to exceed
\$25,000 as described in Exhibit D;
Total compensation, including Professional
Fees, Contingency and Reimbursable
Expenses, not to exceed \$546,000.

CONSULTANT'S SUB-CONSULTANTS As listed in Exhibit E by name and
discipline

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND HIRSCH & ASSOCIATES, INC. FOR CONSULTANT
SERVICES RELATED TO THE ROXBURY PARK
DEVELOPMENT

THIS AGREEMENT is entered between the City of Beverly Hills ("City") and Hirsch & Associates, Inc. ("Consultant").

R E C I T A L S

- A. City desires to have Consultant provide design services for the Roxbury Park development project through schematic design and design development phases as delineated in the Park Master Plan approved on May 6, 2008. (herein called the "Project").
- B. Pursuant to the authority provided by Government Code Section 37103, City desires to engage Consultant to design the Project in the manner set forth herein and more fully described in Exhibit A.

NOW, THEREFORE, the parties agree as follows:

Section 1. Scope and Level of Services.

A. Subject to the terms and conditions set forth in this Agreement, City hereby engages Consultant, and Consultant hereby accepts such engagement, to perform the technical and professional services necessary to prepare all drawings, specifications, design and other documents for the Project as described in Exhibit A, attached hereto and incorporated herein.

B. In providing the Consultant's services, Consultant will review applicable laws, statutes, ordinances, codes, and other regulations affecting the Project, including without limitation, for the purpose of determining accessibility requirements, the State of California handicap accessibility requirements, and seismic requirements (collectively, "Laws"). The Consultant shall prepare all design documents in compliance with such Laws.

C. Consultant hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein. In light of such status and experience, Consultant hereby covenants that it shall follow the customary professional standards in performing all services required hereunder.

D. Consultant shall provide prompt written notice to City if Consultant becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Consultant's plans, specifications or working drawings.

E. By executing this Agreement, Consultant warrants that, to the extent required by the standard of practice, Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. Consultant warrants that Consultant, to the extent required by the standard of practice, has investigated the visible portions of the construction site(s) and is reasonably acquainted with the conditions there existing. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City Representative.

Section 2. Time of Performance. Consultant shall commence the services described in Section 1 upon the City's giving to Consultant a written notice to proceed and shall diligently prosecute the services to completion on or before the Completion Date set forth in the Basic Contract Terms on the first page of this Agreement and in accordance with the Progress Schedule attached hereto as Schedule 1 to Exhibit A.

Section 3. Compensation; Terms of Payment. City agrees to pay to Consultant, and Consultant agrees to accept in full satisfaction for the services described in this Agreement, an amount not to exceed the amount set forth above and further described in Exhibit B and Exhibit B-1, attached hereto and incorporated herein, and reimbursable expenses described Exhibit D, attached hereto and incorporated herein. City shall pay Consultant said consideration in accordance with the payment terms set forth in Exhibit B and Exhibit D.

Section 4. City's Designated Representative and Consultants. The City's Designated Representative shall be authorized to act on the City's behalf with respect to the Project and shall be permitted to issue consents and approvals on behalf of City, but shall have no authority to issue changes or approve additional services which increase the Consultant's compensation hereunder. The City, in the City's sole and absolute discretion, may furnish the services of consultants other than those designated in the Basic Contract Terms on the first page of this Agreement. Consultant covenants with City to cooperate with, and to cause its consultants to cooperate with, City's Designated Representative and City's consultants in connection with the services provided by Consultant hereunder.

Section 5. Independent Contractor. Consultant is and shall at all times remain, a wholly independent contractor with respect to City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. This Agreement shall not and is not intended to make Consultant an agent, servant, or employee of City and shall not and is not intended to create the relationship of partnership, joint venture or association between City and Consultant.

Section 6. Assignment. This Agreement covers professional services of a specific and unique nature. This Agreement may not be assigned in whole or in part by Consultant, without the prior written consent of City. Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder. Any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.

Section 7. Personnel.

A. The Consultant's Designated Representative is authorized to act on the Consultant's behalf with respect to City. The members of Consultant's staff set forth in Exhibit C, attached hereto and incorporated herein, shall be responsible for fulfilling Consultant's obligations under this Agreement in the capacities set forth in Exhibit C. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement, whether or not listed on Exhibit C, and Consultant shall at all times shall be responsible for satisfactory performance of all personnel engaged in performing services required by this Agreement. All personnel used by Consultant in the performance of the services required pursuant to this Agreement shall be qualified by training and experience to perform their assigned tasks. At the request of City, Consultant shall not use any personnel hereafter deemed by City to be incompetent, careless, unqualified to perform the work assigned to him, or otherwise unsatisfactory to City. Consultant represents and warrants that International Parking Design, Inc. are licensed California architects and shall keep and maintain such licenses in good standing and in full force and effect at all times while Consultant is performing services included in this Agreement.

B. All services required under this Agreement shall be performed by Consultant or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such services.

C. Consultant shall be responsible for payment of all employees' and subconsultants' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, attorneys, volunteers, and agents serving as independent contractors in the role of city or agency officials, from any and all liability, damages, claims, costs and expenses of any nature arising from Consultant's alleged violations of personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 7.

Section 8. Conflicts of Interests. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any

manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

Section 9. Insurance. The following insurance shall be provided and maintained by Consultant:

A. Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG00 01 11 85 or 88. Total limits shall be no less than two million dollars (\$2,000,000) per occurrence for all coverages and two million dollars (\$2,000,000) general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered under the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

B. Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000) per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

C. Worker's Compensation/Employer's Liability Insurance. Coverage shall be written on a policy form providing worker's compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its employees or agents.

D. Professional Liability Insurance. Coverage shall be written on a policy form providing "design professional liability" or "architects and engineers" liability insurance or equivalent coverage. The policy limit shall be no less than one million dollars (\$1,000,000) per claim and in the aggregate.

Unless otherwise approved by City in writing, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's Insurance Guide rating of "A-:IV." Self-insurance will not be considered to comply with these insurance specifications.

The insurance provided by Consultant shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

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

Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.

Consultant agrees to require all consultants and other parties hired for the Project to maintain insurance which meets all of the requirements of this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any consultant, or contracts Consultant enters into, will reserve the right to charge back to City the cost of insurance required by this Agreement. Consultant agrees that upon request, all agreements with consultants or others with whom Consultant contracts on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City, or its employees.

Consultant shall not commence the performance of the services until the above insurance has been obtained and certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement(s) have been filed with and approved by City. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless, and defend under this Agreement.

Section 10. Indemnification.

A. In connection with the professional services required by this Agreement, Consultant shall defend, hold harmless and indemnify City, and its elected

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

B. In connection with all claims not covered by Paragraph A, Consultant shall defend, hold harmless and indemnify Indemnitees from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to Consultant's performance of this Agreement. Consultant shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of Indemnitees' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

Section 11. Termination by City.

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

B. In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services satisfactorily performed by Consultant in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the hourly rates set forth in Exhibit B-1, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

C. In the event that the City's termination is based on a default by Consultant, City may pursue any and all rights and remedies it may have at law or in equity, and City's pursuit of any such right or remedy shall not be deemed a waiver of any other right or remedy of City.

D. In the event of termination under this Section, City may retain another Consultant for the Project.

Section 12. Ownership of Work Product.

A. Ownership of Plans. All plans, specifications, reports, studies, tracings, maps, drawings, blueprints, or other written material prepared or obtained by Consultant in the course of performing the services required by this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City, and Consultant shall convey and transfer all copyrightable interests in such plans, specifications, reports, studies, tracings, maps, drawings, blueprints, documents, and in the Building to City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City. Such material shall not be the subject of a copyright application by Consultant. Any alteration or reuse by City of any such materials on any project other than the Project for which they were prepared shall be at the sole risk of City unless City compensates Consultant for such use. City agrees to indemnify, defend and hold harmless Consultant against any claims, losses, costs or damages as a result of City's alteration or reuse of such plans, drawings and specifications without compensation to Consultant. In the event of the return of the plans, drawings or specifications to Consultant or its representative, Consultant shall be responsible for their safe return to City. Consultant shall be entitled to retain copies of the plans, drawings and specifications for Consultant's files. Under no circumstances, other than non-payment, shall Consultant fail to deliver any draft or final plans, drawings or specifications to City upon written demand by City for their delivery, notwithstanding any disputes between Consultant and City concerning payment, performance of the Agreement, or otherwise unless City has failed to pay Consultant any undisputed amount lawfully due Consultant under this Agreement. This covenant shall survive the termination of this Agreement.

B. Title to Intellectual Property. Consultant represents that it has secured all necessary licenses, consents or approvals to use the components of any intellectual property, including computer software, used in the rendering of services and the production of the materials produced under this Agreement, and that City has full legal title to and the right to reproduce such materials. Consultant covenants to defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, volunteers, and agents serving as independent contractors in the role of city or agency officials, harmless from any loss, claim or liability in any way related to a claim that City is violating federal, state or local laws, or any contractual provisions, relating to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked materials, equipment, devices or processes used on or incorporated in the services and materials produced under this Agreement. In case such materials, equipment, devices or processes are held to constitute an infringement and their use is enjoined, Consultant, at its expense, shall: (i) secure for City the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for City; or (ii) modify the materials so that they become non-infringing. This covenant shall survive the termination of this Agreement.

Section 13. Effect of City Approvals. City's approval of any documents prepared in connection with the Project (in City's proprietary capacity under this Agreement as the

owner of the Project) shall not be deemed to limit Consultant's liability under this Agreement or otherwise affect Consultant's duties and responsibilities under this Agreement.

Section 14. Confidentiality. Consultant, in the course of its duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

Section 15. Attorneys' Fees. In the event either party to this Agreement shall institute any action or proceeding against the other party to this Agreement, which action or proceeding concerns a controversy arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to reimbursement from the unsuccessful party for all reasonable costs and reasonable attorneys' fees arising out of such action or proceeding. In addition to the foregoing award of reasonable attorneys' fees and costs, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in any post-judgment or post-arbitration proceedings to enforce any judgment in connection with this Agreement. This provision is separate and several and shall survive the merger of this provision into any judgment.

Section 16. Notices. Any notice required to be given by this Agreement shall be deemed duly and properly given upon delivery, if sent by U.S. mail, postage prepaid, return receipt requested, to the address set forth on the first page of this Agreement, or personally delivered to such address or other address specified in writing and delivered in accordance with the requirements of this Section.

Section 17. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

Section 18. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 20. Time of Essence . Time is of the essence of this Agreement. Consultant acknowledges that City is entering into this Agreement based on the representation that the Consultant's schedule contained in Schedule 1 to Exhibit A (as updated pursuant to Paragraph 2.1.2 of Exhibit A) can be maintained. In the event City determines that the progress of Consultant's work and services is behind the progress anticipated in the schedule (and not due to events caused by City), City may require Consultant to take such actions as City deems necessary to expedite progress of the work and services in conformance with the progress anticipated by the schedule, which actions may include, without limitation, increasing the number of workmen performing the work and services, utilizing overtime work and requiring additional work shifts. Such action by City to place Consultant back on schedule shall not entitle Consultant to receive any additional compensation for these activities. In addition, if the Project is delayed due to Consultant's fault, negligence or breach of this Agreement, Consultant shall be responsible for the reasonable additional costs and expenses incurred by City, including without limitation, any acceleration costs, impact costs and any additional compensation due to City's other consultants, as a result of such delays, to the extent permitted by California law.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

City:
CITY OF BEVERLY HILLS,
a municipal corporation

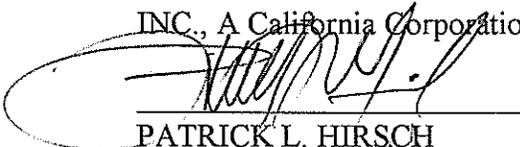
BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

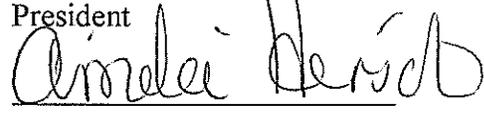
BYRON POPE
City Clerk

[Signatures continue]

Consultant: HIRSCH & ASSOCIATES,
INC., A California Corporation



PATRICK L. HIRSCH
President



AMELIA HIRSCH
Corporate Secretary

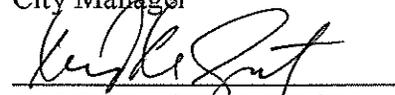
APPROVED AS TO FORM:



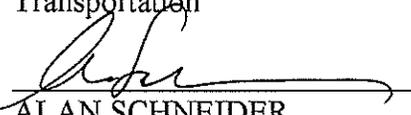
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
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

ARTICLE 1.1 GENERAL RESPONSIBILITIES

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

ARTICLE 1.2 CHANGES IN CONSULTANT'S SERVICES

1.2.1 Changes in services of the Consultant, including services required of the Consultant's consultants, 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 2.1 PROJECT ADMINISTRATION

2.1.1 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 through completion of the Design Development 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.

2.1.2 Upon written request of 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 Schedule 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 Schedule 1.

2.1.3 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.

2.1.4 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.

2.1.5 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 except as limited by Section 4 of the Agreement.

2.1.6 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.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 The Consultant shall 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.

2.1.7.2 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.

2.1.7.3 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.

2.1.7.4 Not Used

ARTICLE 2.2 PRELIMINARY EVALUATIONS AND PLANNING SERVICES

2.2.1 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.

2.2.2 The Consultant shall provide a preliminary evaluation of the City's site for the Project based on the information provided by the City of site conditions, and the City's program, schedule and budget for the Cost of the Work.

2.2.3 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.

ARTICLE 2.3 DESIGN SERVICES

2.3.1 A description of the desired Project background and additional scope is attached hereto as Schedule 2. The Consultant's design services shall include design of such Project/building elements and all structural, mechanical and electrical engineering services relating thereto.

2.3.1.1 In addition to the foregoing, design services shall also include all interior architectural services (excluding the retail or office spaces), plumbing, engineering, HVAC engineering, fire alarm and detection systems engineering (including fire sprinklers performance specifications and coordination with the local Fire Department). Title 24 requirements, acoustical engineering, elevators specifications, parking structure design, landscape design, lighting design, design of conduit for customary low voltage electrical systems (e.g., telephone/security/audio-visual and similar systems) roofing/waterproofing design and as required by code, exterior and interior signage services (including graphics) in connection with the complete design of the Project.

2.3.1.2 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 (4) above shall not make Consultant responsible for the adequacy or timeliness of any plans and specifications prepared by 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.

2.3.1.3 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 Development and Construction Documents 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).

2.3.2 DESIGN DOCUMENTS

2.3.2.1 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. The Schematic Design Documents shall include a conceptual site plan, and preliminary building plans, sections and elevations. At the Consultant's option, the Schematic 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.

2.3.2.2 Design Development Documents will include, without limitation, floor plans; site plans; building elevations; typical building sections; and outline description of building systems and materials. The Design Development Documents shall be prepared in sufficient detail for submission of completed applications for approval to all applicable governmental agencies. Consultant shall schedule periodic meetings, consistent with the stage of the Project, necessary for City's review and approval of the Design Documents, which shall be attended by the Consultant at the request of City.

2.3.2.3 Project background and additional scope are indicated in Schedule 2 of Exhibit A.

SCHEDULE 1 TO EXHIBIT A
Progress Schedule

Each phase shall be completed in the time specified. Time gaps, estimated from one to two weeks, between phases are for City review of prior work.

Schematic Design Phase	Ten (10) Weeks
Design Development Phase	Eight (8) Weeks
Final presentations to City Council, Committees And Commissions	Two (2) Weeks
Total	Twenty (20) Weeks

SCHEDULE 2 TO EXHIBIT A

PROJECT BACKGROUND & ADDITIONAL SCOPE

Project background

The Park Master Plan and Report for Roxbury Park has been approved by the Recreation and Parks Commission and the City Council, and the City wishes to proceed with the Design Services for Roxbury Park.

The requirements and recommendations of the Park Master Plan Report for Roxbury Park shall be incorporated into the Design Services for the Roxbury Park Development project, per Attachment I to Schedule 2 of Exhibit A, attached hereto and incorporated herein.

The Design Services for the Roxbury Park Development will consist of two phases, Schematic Design Phase and Design Development Phase.

I. SCHEMATIC DESIGN PHASE

A. Task One

1. Conduct work sessions with city staff and others to refine and define the functions and program of each park element and the programming requirements for each park building. Prepare a written summary of the final programming for the park and park buildings.
2. Work with Mr. Alan Schneider, Director of Project Administration to determine the scope of services for the land surveyor, geotechnical sub-consultants and soil agronomist services.
3. City staff, The Albert Group, and Hirsch & Associates will visit community buildings in other local communities within the Southern California and the Denver, Colorado area that are similar in recreational programming and size to the proposed Roxbury Community Building, and where Green Building design standards and LEED requirements have been successfully implemented into a community park and community building design.
4. Work with city staff and the Fine Arts Commission to determine the appropriate type of artwork and the location and for artwork within the park or community building.

Deliverables

- a) Written Summary of final program for park and building.

- b) Written scope of work for geotechnical engineer, land surveyor and soils agronomist.
- c) Pictures of similar community buildings and parks in digital format.
- d) Plan indicating local of public artwork.

B. Task Two (Buildings)

1. Prepare design options of agreed upon and confirmed program elements in up to three optional layouts for each park building. Options will be based upon objectives for activity groupings, such as seniors and café, separation of teens and gymnasium spaces, inclusion of an entry courtyard, at grade or elevated gymnasium, rock climbing wall, staff offices and visual control of building and park.
2. Develop three-dimensional massing studies showing the size and shape of the options for the park buildings. Each study will be set within a CADD modeling program of the new park design and the context of buildings in the surrounding neighborhood. Studies will be prepared in color and include 'context' photos of the interiors, exteriors of facilities viewed as favorable models for Beverly Hills.
3. Develop schematic architectural building elevations, floor plans and cross sections to an appropriate scale with dimensions of all the park buildings that illustrate the size, character, materials, color, and shape of the buildings. Include suggested furniture arrangements for meeting rooms, food serving, café, offices, classroom use and uses anticipated in the selected program. Indicate fixed casework, gymnasium striping and court layouts. Review exiting and occupancy code with City Building Department.
4. Park buildings are defined as follows:
 - a. The new Community Center building shall be approximately 22,300 SF and conform to the program requirements of the Park Master Plan Report.
 - b. The Park Restroom building shall be approximately 800 SF including an office for park rangers and replicate the architectural style of the other park buildings.
 - c. The existing Clubhouse of about 4,500 SF shall be renovated or, as an option be upgraded and enlarged to approximately 6,000 SF. Final building size shall be determined by building use program. Architectural style shall replicate the other park buildings.
 - d. Baseball Score Booth shall be approximately 400 SF and replicate the architectural style of the other park buildings.
 - e. The Park Maintenance Building shall be renovated to better serve the needs of the park maintenance staff. No additional square footage, structural or exterior modifications to the building is anticipated at this time.

5. Prepare four-sided building elevation in color showing several options for building character for all park buildings.
6. Develop a written summary of the options for the park buildings that addresses the incorporation of the City's Green Building Ordinance, water and energy conservation measures, Southern California Edison Energy Conservation Program, and appropriate LEED certification requirements into the design of the park and park buildings.
7. Develop design options for the roof of the community center building such as, roof top garden, lawn bowling green, solar power generation, rainwater collector or a combination of features.
8. Develop design options for the location of a café within the Community Center and its relationship to outdoor spaces and exterior patios adjacent to the Community Center.
9. Consult and coordinate the proposed park layout and preferred design option for the park buildings with structural, mechanical, electrical, and plumbing consultants.
10. Prepare a probable construction cost estimate based on the schematic designs for the park buildings to evaluate and compare the current cost with the projected budget as presented in the Park Master Plans and Report for La Cienega Park and Roxbury Park.

C. Task Three (Park)

1. Develop schematic plans with details and sections for the outdoor spaces, courtyard, and exterior patios that are a direct extension of the indoor functions of the park buildings.
2. Develop schematic layout plans that illustrate the location of the Community Center and its relationship to the adjacent park elements and on-site parking.
3. Establish the final location of the Community Center, Park Restroom and Score Booth, and the parking lot layout and walkway circulation surrounding and connecting to the park buildings.
4. Work with the Fine Arts Commission to define the Public Arts program and location within the park or community building.
5. Refine and define of the new park design and site layout with plan views, cross-sections, elevations and drawings that illustrate the size, character, materials, color, and shape, of all the park elements, site furnishings, playground layout and equipment. Prepare colored site plan rendering of park mounted for presentation.

6. Prepare a 3-D CADD fly-by of one or two options for the park buildings within the refined park setting.
7. Present site plan rendering of park and 3-D CADD fly-bys to Council Committee, Commission Liaison Committee, city staff and others as directed. Refine site plan rendering of park and selected building option and prepare final site plan rendering of park and 3-D CADD fly-by for public presentation.
8. Prepare a probable construction cost estimate based on the schematic designs for the park to evaluate and compare the current cost with the projected budget as presented in the Park Master Plans and Report for La Cienega Park and Roxbury Park.

Deliverables

- a) Plan of two design options for park buildings.
- b) Plans of massing studies.
- c) Schematic plans of architectural building elevations, floor plans and cross-sections.
- d) Written summary of LEEDS and SCE energy program.
- e) Roof plan indicating possible uses.
- f) Site plan and section of exterior patios.
- g) Final site plan of the park indicating the final location of the park buildings and the relationship of the buildings to the park elements and patios.
- h) 3-D CADD fly-by of park and park buildings.
- i) Probable construction cost estimate for park buildings and park.

II. DESIGN DEVELOPMENT PHASE

A. Task One (Park Site)

1. Prepare a preliminary site grading and drainage plan, to including storm water run-off calculations, that incorporates the latest city and industry standards for water conservation, and the reuse and/or on-site storage of the storm water run-off.
2. Prepare a preliminary estimate for earthwork quantities.
3. Prepare a preliminary Water Quality Management Plan.
4. Establish the location of catch basins, underground storm drain lines and drainage systems for park and sports fields.
5. Indicate preliminary grade elevation for parking lot, walkways, buildings and all proposed park elements and develop an ADA accessibility plan for the park indicating the relationship of the park buildings to the walkways, exterior patios, playgrounds and parking lots.

6. Prepare a preliminary park landscape plan indicating proposed plant species, size and location of new and transplanted plants and trees.
7. Work with city staff and West Coast Arborist to determine which existing trees are to be protected in-place, which existing trees can be relocated and incorporated into the new park design, and which existing trees cannot be used or relocated due to health issues or trees that will not survive transplantation.
8. Determine the specific re-use for the material from the existing trees that cannot be relocated into the new park layout.
9. Incorporate the Rose Garden into the park design at a prominent location within the park.
10. Develop preliminary layout options with sections for the 'Asian Garden' group picnic and streambed/bio-swale area.
11. Define and illustrate the proposed improvements to the existing maintenance yard.
12. Work with the park maintenance staff on the selection of the park irrigation system equipment and manufacture.
13. Determine the specific location and type of equipment for new electronic reader scoreboards for the sports field, City announcements, park program information and sport league sponsor advertisements.
14. Prepare preliminary site electrical plans for the park indicating location and fixture type for walkway lighting, parking lot lighting, accent lighting, the location of main electrical panel and transformer, the primary power conduit system layout, and the location of secondary electrical panels that will serve the park and park buildings. Exterior lighting fixtures shall comply with Southern California Edison energy conservation and LEED programs, as applicable. The plan shall also indicate a conduit system only for possible future sports lighting at sports fields. City and the electrical engineer shall determine the locations of secondary electrical panel that will serve the park programs.

Deliverables

- a) Preliminary grading and drainage plan with earthwork calculations.
- b) Preliminary Water Quality Management Plan.
- c) ADA accessibility plan.
- d) Preliminary landscape plan.
- e) Arborist report for existing trees.
- f) Report for the possible re-use for the material from the removed trees.
- g) Preliminary plans for Asian Garden and streambed/bioswale.
- h) Preliminary site electrical plan.

B. Task Two (Buildings)

1. Prepare detailed and dimensioned floor plans of park buildings a 1/8" scale and larger of core elements such as toilets elevators, stairs, café and kitchen, dimensioned location of doors, windows, casework and cabinetry.
2. Prepare roof plans indicating rooftop uses, roof slope, and mounting of mechanical equipment with screening and anchorage.
3. Prepare plans, details and sections indicating interior and exterior construction materials, structural framing members' size and shape, size and distribution of mechanical systems, ductwork, plumbing, draft stops and exhaust, building insulation and below grade waterproofing.
4. Prepare a reflected ceiling plan showing ceiling height, materials and finishes, locations and type of lighting fixtures, mechanical distribution, ceiling access, exit and fire alarm devices.
5. Prepare building floor plans indicating flooring materials.
6. Prepare interior elevations of buildings indicating wall finishes, wall heights, wainscots and lighting.
7. Update code analysis and show fire rated walls and ceiling assemblies for buildings.
8. Prepare detail elevations for all buildings indicating construction materials, glass type and glass opening sizes.
9. Prepare color and material boards for park buildings.
10. Establish base line for Title 24 energy calculations for building envelope, mechanical and electrical systems, and select lighting, plumbing and mechanical systems for all park buildings.

Deliverables

- a) Detailed and dimensioned floor plans of buildings.
- b) Building roof plan.
- c) Details and section of building materials.
- d) Reflected ceiling plan.
- e) Interior elevation of buildings.
- f) Detailed exterior elevations of park buildings.
- g) Color and materials board.
- h) Title 24 base line summary report.

C. Task Three

1. Prepare study plans of the park buildings and park indicating possible locations for surveillance cameras, all camera locations will be determined by city staff.
2. Perform LEED analysis and rating sheets with the objective of achieving a Silver or greater rating. Coordinate the project registration process, commissioning process and rating evaluation procedures. Establish specifications of material and assemblies to conform to the LEED rating sheets.
3. Document compliance with the City's "Green Building" program and if applicable, the Southern California Edison "Saving By Design" program.
4. Prepare Design Development plans and specification package and submit package for a detailed itemized cost estimate.
5. Submit Design Development plans and Specification package, and itemized cost estimate to City staff for review and comment. Revise package and cost estimate per comments received and finalize package and cost estimate for presentation.
6. Prepare Project Summary Report to include all information, renderings, building elevations and cost estimates prepared for the project. Report will be suitable for presentation to the Recreation & Parks Commission and City Council.
7. Present Project Summary Report plus site plan rendering of park, 3-D CADD fly-bys to City staff, committees, Recreation & Parks Commission and City Council as directed.

Deliverables

- a) Surveillance camera location plan.
- b) LEED analysis and rating sheets.
- c) Written report on City's 'Green Building' program compliance.
- d) Design Development Plans and Specification package, and itemized cost estimate.
- e) Project Summary Report.
- f) Final site plan rendering and 3-D CADD fly-bys of park and buildings.

EXHIBIT B
FEE & PAYMENT TERMS

- A. City shall compensate Consultant for the satisfactory performance of services described in this Agreement an amount not to exceed Four Hundred and Ninety-one Thousand Dollars (\$491,000).
- 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 forty-five (45) days.
- C. The fee shall be paid in proportion to the percent complete per task. However, in no event shall Consultant be paid more than the following for each completed task:

Schematic Design Phase

Task 1	\$35,000
Task 2	\$130,000
Task 3	\$98,000

Design Development Phase

Task 1	\$105,000
Task 2	\$83,000
Task 3	\$40,000

Total \$491,000

- D. 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 B-1 or a lump sum as may be mutually agreed, but shall not exceed Thirty Thousand Dollars (\$30,000). This amount shall be in addition to that indicated in the previous paragraphs.
- E. 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 percentage complete of the tasks then in progress and the payment per task provided in the paragraph C of this Exhibit. In no event shall the amount of money and time paid under this Exhibit exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

EXHIBIT B-1

Hourly Rates

The following rates shall apply to this Project:

Principal	\$200/hour
Landscape Architect	\$175/hour
Engineer	\$190/hour
Architect	\$180/hour
Project Director	\$130/hour
Project Manager	\$100/hour
Senior Designer	\$85/hour
Technical Staff	\$75/hour
Project Management Assistant	\$65/hour

The term Engineer refers to structural, mechanical and electrical engineers

EXHIBIT C

RESPONSIBLE PERSONNEL

The following key personnel shall be dedicated for the duration of the Project:

Hirsch & Associates, Inc.:

Patrick Hirsch

President/Principal-in-Charge

The Albert Group:

Steven Albert

Reedcorp Engineering:

Ronald Reed

Johnson & Nielsen Associates:

Steen Thomsen

Hi-Tech Engineering:

Majid Kimiagar

Cummings Associates:

Phil Mathur

Blue Peak Engineering:

Robert DePrat

EXHIBIT D

Reimbursable Costs

Reimbursable costs in connection with this Agreement and reasonably incurred by the Consultant shall be billed at direct cost and are in addition to the professional fee. Such costs shall not exceed Twenty-five Thousand Dollars (\$25,000) and shall be limited to the following:

1)	Preparation of presentation boards (15 @ \$800 ea)	\$12,000
2)	Printing of Project Summary Reports	\$6,000
3)	Reproduction of plans	\$4,000
4)	Travel (inclusive of trip to Colorado, as requested by City)	\$3,000
	Total	\$25,000

EXHIBIT E

CONSULTANT'S SUB-CONSULTANTS

EXHIBIT E

CONSULTANT'S SUB-CONSULTANTS

Consulting Building Architect:

The Albert Group

3635 Hayden Avenue

Culver City, CA 90232

(310) 837-8863

Electrical Engineering:

Reedcorp Engineering

2061 Business Center Drive, suite 110

Irvine, CA 92612

(949) 752-1278

Consulting Structural Engineer:

Johnson & Nielsen Associates

18009 Sky Park Circle, Suite L

Irvine, CA 92614

(949) 261-1495

Mechanical Engineering:

Hi-Tech Engineering

1431 Ocean Avenue

Santa Monica, CA 90401

(310) 576-1553

Cost Estimator:

Cummings Associates

660 S. Figueroa Street, Suite 1000

Los Angeles, CA 90017

(213) 408-4518

Civil Engineering:

Blue Peak Engineering

646 North Sepulveda Place

Placentia, CA 92870

Attachment 2

Categorical Exemption



www.beverlyhills.org

COMMUNITY DEVELOPMENT DEPARTMENT

455 N. Rexford Drive
Beverly Hills, CA 90210-4817
(310) 285-1123
FAX: (310) 858-5966

CITY OF BEVERLY HILLS

Categorical Exemption

NAME OF PROJECT Roxbury Park Development

LOCATION 471 S. Roxbury Drive, Beverly Hills, California

TYPE OF BUSINESS (IF COMMERCIAL) City Park

PROJECT DESCRIPTION Remodel portions of the existing park facility including the following: upgrade park infrastructure (i.e. irrigation, drainage, grading); athletic fields to accommodate baseball, soccer and lacrosse; new 22,300 SF Community Center to replace existing 19,000 SF center; remodel existing clubhouse building; replace park restroom facility; and expanded on-site parking

APPLICANT'S NAME City of Beverly Hills PHONE 310-285-1188

APPLICANT'S ADDRESS Project Administration 345 Foothill Road

CITY Beverly Hills, CA ZIP 90210

IF DIFFERENT, PROVIDE:

AGENT'S NAME _____ PHONE _____

AGENT'S ADDRESS _____

CITY _____ ZIP _____

The undersigned, having received this project for processing, has reviewed it for environmental impact and concluded that the project qualifies for a categorical exemption under the procedures adopted by the City of Beverly Hills and no further environmental assessment is necessary.

Applicable Exemption Class 1, 2, 3

COMMENTS The project consists of alterations to existing facilities, replacement and reconstruction of existing structures and facilities, and minor land alterations including grading, landscaping, irrigation, and drainage.

REVIEWED BY [Signature] Date 7/22/2008