



AGENDA REPORT

Meeting Date: January 6, 2009

Item Number: F-7

To: Honorable Mayor & City Council

From: Charles Ackerman

Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MELVYN GREEN AND ASSOCIATES, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO DEVELOPMENT OF A CATERING KITCHEN AT GREYSTONE MANSION; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$90,239 TO MELVYN GREEN AND ASSOCIATES, INC. FOR THESE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement with Melvyn Green & Associates (Mel Green), and approve a Purchase Order in the amount of \$90,239 for architectural and engineering services related to development of a catering kitchen located in Greystone Mansion at 501 Doheny Road. This sum is comprised of a fee of \$82,239 and an additional \$8,000 for contingencies.

INTRODUCTION

The proposed agreement for architectural and engineering services addresses the development of a catering kitchen at Greystone Mansion. This enhancement to the facility was described in a recent Greystone Marketing Study performed for Community Services to evaluate potential uses of the Mansion for functions and events. A catering kitchen will facilitate these events and enable continued service, as well as new opportunities as directed by the City Council. Staff believes that having such a functional amenity on site greatly expands the facility's use options and capabilities and translates into greater revenue generating capacity.

DISCUSSION

As part of the capital improvements to the Mansion last year to upgrade the electrical and plumbing services, Mel Green engaged a kitchen consultant to explore options and determine the feasibility of creating a catering kitchen in the facility. The results of that effort have led to the proposed agreement for further design development of a catering kitchen and preparation of plans and specifications for bidding.

In addition to the preparation of the design documents, the consultant will provide construction administration services including assistance during the bidding process and construction phase to ensure the work is executed according to the approved plans and specifications.

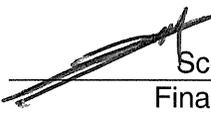
The fee proposal for the above services is \$82,239. In addition, a contingency of \$8,000 for unforeseen conditions is included in the proposed agreement. The total compensation is not to exceed \$90,239.

Since 1996, Mel Green has provided consulting services related to Greystone Estate, as he brings unique background as a renowned structural engineer and historic preservationist. Greystone Estate's listing on the National Registry of Historic Places dictates the services of a qualified historic consultant.

The proposed agreement calls for design and engineering services followed by the preparation of plans and specification documents by March 2009. Public bidding and award of contract is anticipated by May 2009.

FISCAL IMPACT

Funding for this project has been budgeted in the FY 08-09 Capital Improvement Program (CIP) budget for the Greystone Park Improvements project #442 and is available to cover these services.



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
MELVYN GREEN & ASSOCIATES, INC. FOR ARCHITECTURAL AND
ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION
SERVICES RELATED TO THE DEVELOPMENT OF A CATERING
KITCHEN AT GREYSTONE MANSION

NAME OF CONSULTANT: Melvyn Green & Associates, Inc.

CONSULTANT'S DESIGNATED REPRESENTATIVE: Melvyn Green, President

CONSULTANT'S ADDRESS: 21311 Hawthorne Blvd., Suite 230
Torrance, California 90503

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

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

COMMENCEMENT DATE: January 6, 2009

COMPLETION DATE: December 31, 2009

COMPENSATION: Professional fees not to exceed \$82,239.50
as more fully described in Exhibit B;
Contingency not to exceed \$8,000 as
described in Exhibit E;
Total, including fees and contingency not to
exceed \$90,239.00

CONSULTANT'S SUB-CONSULTANTS: As listed in Exhibit E (list by name and
discipline)

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
MELVYN GREEN & ASSOCIATES, INC. FOR ARCHITECTURAL AND
ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION
SERVICES RELATED TO THE DEVELOPMENT OF A CATERING
KITCHEN AT GREYSTONE MANSION

This Agreement is between the City of Beverly Hills, a California municipal corporation ("City"), and Melvyn Green & Associates, Inc. ("Consultant").

R E C I T A L S

A. Greystone Mansion is located at 905 Loma Vista Drive, Beverly Hills, California 90210. Consultant conducted a study of this historic building for the City and prepared a report entitled, "Greystone Mansion – Building Mechanical, Electrical and Kitchen Study", dated June, 2006. This report noted that the Mansion had a non-operating heating system, no air-conditioning, and an altered and antiquated electrical system. It also indicated that the building had deficiencies in the potable water supply, and lacked toilet and kitchen facilities.

B. City now desires to implement the architectural and engineering design and construction administration services related to development of a catering kitchen at Greystone Mansion.

C. A marketing study is being prepared by other consultants. In the event the results of that study warrants, City may authorize Consultant to perform an analysis of the kitchen if these recommendations are received during the course of this Agreement.

D. Greystone Mansion is a historic structure with historic grounds. City desires that all services shall respect the heritage of the property and be consistent with recognized and pertinent rules, laws, regulations and prevailing practice regarding the maintenance and repair of historic structures and grounds.

E. Pursuant to the authority provided by Government Code Section 37103, City desires to engage Consultant to design the electrical and plumbing improvements at Greystone Mansion ("Project") in the manner set forth herein and more fully described in Section 1 and Exhibit A.

F. Consultant represents that it is qualified and able to perform those services.

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 and Schedule 2 to 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 be entitled to rely on the accuracy and completeness of information furnished by City. Consultant shall provide prompt written notice to City if Consultant becomes aware of any fault or defect in the Project or in the information provided by City, 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's Designated Representative.

Section 2. Time of Performance. Consultant shall commence the services described in Exhibit A upon receipt by Consultant of a written notice to proceed issued by City 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 Eighty-Two Thousand Two Hundred Thirty-Nine Dollars and Fifty Cents (\$82,239.50) and more fully described in Exhibit B, attached hereto and incorporated herein. Such compensation shall constitute complete compensation for all outstanding Consultant's fees and costs for the services satisfactorily completed under the Agreement, including without limitation all pending requests for additional fees and compensation, and shall constitute

complete compensation for all services under the Agreement and Agreement, without limitation, the cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, tax, assembly, and installation, as applicable). City shall pay Consultant said consideration in accordance with the payment terms set forth in Exhibit B. In addition, the City shall pay an amount not to exceed Eight Thousand Dollars (\$8,000.00) for additional, unforeseen and unanticipated work outside the scope of services described in Exhibit B, and shall not be undertaken without the express direction by City in writing.

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 or consultants. 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 without the prior written consent of City. The list of approved subcontractors is attached as Exhibit E and is hereby incorporated by reference. Any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder without the City's consent 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, and shall not be changed without City approval. 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, 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.

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. Said licenses shall be in good standing and in full force and effect at all times while Consultant is performing services included in this Agreement.

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.

A. The following insurance shall be provided and maintained by Consultant:

1. 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.

2. 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.

3. 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.

4. Professional Liability Insurance. Professional Liability Insurance. Coverage shall be written on a policy form providing "design professional liability" or "Consultants 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.

B. 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:VII." Self-insurance will not be considered to comply with these insurance specifications.

C. 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.

D. 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.

E. 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.

F. 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 by this Section 9. 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 will not impose any liability on City, or its employees.

G. 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. Consultant shall indemnify, hold harmless and defend City, its council members, officers, agents, employees and contractors from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees and costs, arising directly or indirectly from any activities or operations of Consultant, or any person or entity employed or engaged by Consultant (including, without limitation, Consultant's consultants or contractors) in the performance of this Agreement including, without limitation, the negligence, willful misconduct, errors or omissions of Consultant and any default by Consultant under this Agreement. This covenant shall survive termination of the Agreement.

Section 11. Termination by City.

A. Right to Terminate. 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. Compensation in Event of Termination for Convenience. 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 compensated for services satisfactorily

performed to the date of termination in accordance with the terms and conditions set forth in Exhibit B.

C. Termination for Default. 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. Right to Retain Other Consultant(s). 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 sole 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 this 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 shall, at its expense, either: (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 notices permitted or required to be given by this Agreement shall be in writing and shall be delivered to the respective parties at the addresses set forth in the Basic Contract Terms on the first page of this Agreement, or at such other addresses as the respective parties may designate in writing for this purpose. All notices shall be deemed duly and properly given on (a) the day of delivery if delivered by hand (including overnight courier service) during receiving Party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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 Contract. This Agreement and the applicable portion of the Agreement that authorizes it represents the entire integrated contract between City and Consultant, and supersedes all prior negotiations, representations or understandings, 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 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 personnel 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:

(SEAL)
BYRON POPE
City Clerk

Consultant:
MELVYN GREEN & ASSOCIATES, INC.
a California corporation

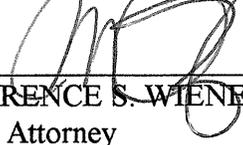


MELVYN GREEN
President



ELIZABETH GREEN
Secretary

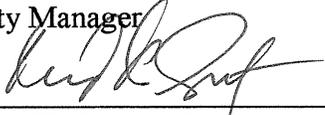
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM
City Manager

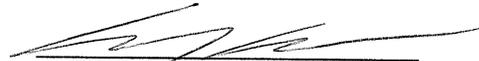


DAVID D. GUSTAVSON
Director of Public Works & Transportation



ALAN SCHNEIDER
Director of Project Administration

[Signatures continue]



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

ARTICLE 1. GENERAL RESPONSIBILITIES

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 2. CHANGES IN CONSULTANT'S SERVICES

A. Changes in services of the Consultant, including services required, may be accomplished after execution of this Agreement without invalidating the Agreement. Changes in the services required of the Consultant that, would entitle the Consultant to an adjustment in compensation requires the 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.

B. Any direction or change of scope by the City, or any condition or situation of any kind that may result in an adjustment in compensation shall be reported to the City in writing within ten (10) calendar days of said direction or change in scope is received, or when any condition or situation is discovered, and before any services requiring an adjustment in compensation are performed. Failure to do so shall be sufficient reason to completely invalidate any claim for an adjustment in compensation at the City's sole option.

ARTICLE 3. PROJECT ADMINISTRATION

A. The Consultant shall manage the Consultant's services and administer the Project. The Consultant shall consult with the City; research applicable design criteria; attend Project meetings during and through completion of the Schematic Design phase, the Design Development phase, and the Construction Documents phase (or more frequently as required to coordinate the Consultant's services) prior to commencement of construction; communicate with members of the Project team; and issue progress reports. The Consultant shall coordinate the services provided by the Consultant and with those services provided by the City and the City's consultants.

B. 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. This updated schedule 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.

C. In developing the design for the Project the Consultant shall consider the cost of alternative materials and alternative building systems and equipment, considering the Project's program, budget and aesthetics.

D. Upon request of the City, the Consultant shall make a presentation to explain the design of the Project to representatives of the City.

E. The Consultant shall submit design documents (in quantities and sizes requested by the City) to the City at intervals appropriate to the design process for the City to evaluate and approve. The Consultant shall be entitled to rely on written approvals received from the City's Designated Representative or his/her designee in the further development of the design.

F. If requested by the City's Designated Representative, the Consultant shall assist the City in filing documents required for the approval of governmental authorities having jurisdiction over the Project.

ARTICLE 4. EVALUATION OF BUDGET AND COST OF THE WORK

A. Consultant shall prepare a preliminary estimate of the cost of the work for the Project (the "Cost of Work"). This estimate shall be based on recognized conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Consultant shall update and refine the preliminary estimate of the Cost of the Work. 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. Recommendations approved by the City consistent with the Master Plan and the Project Budget shall be promptly incorporated into the Plans and Specifications at no cost to the City.

B. In preparing estimates of the Cost of the Work, the Consultant shall include contingencies for design, bidding and price escalation. Consultant shall make reasonable adjustments in the scope of the Project as necessary based upon the Consultant's estimates of the Cost of the Work.

ARTICLE 5. DESIGN SERVICES

A. A description of the desired Project scope is attached as Schedule 2. The Consultant's design services shall include all mechanical and electrical services relating thereto.

B. Services shall be based on Consultant's prior report, and shall be performed in phases. Consultant may be required to prepare separate construction documents for each trade.

C. In no event shall Consultant: (1) 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 (2) 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).

D. Value engineering is an essential component to the design process. The Consultant shall adequately analyze the materials and systems to maximize benefits to the Project, and shall periodically provide, as appropriate, alternatives and their analysis and costs to the City during each phase.

ARTICLE 6. CONSTRUCTION DOCUMENTS

A. The Consultant shall provide construction documents (the "Construction Documents") based on Schedule 2 to Exhibit A, "Project Scope". The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

B. During the development of the Construction Documents, the Consultant shall assist the City in the development and preparation of: (1) if requested by City, bidding procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the City and 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 by law or as otherwise customary and reasonable.

D. Construction Documents shall 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 standard and special light fixtures; and (vi) plans showing the location of power, telephone and data communications outlets.

E. The Construction Documents shall specify acceptable manufacturer's recommended product installation procedures and performance criteria for products, as applicable. 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. The Construction Documents shall divide the Work into base work and alternates, if directed by the City. The documents shall make provision for the base work to be constructed by itself or with any or all of the alternates.

G. In addition to paper print copies, the Construction Documents shall be provided in electronic disk format in the latest version of AutoCad or previous version with the prior written approval of the City's Designated Representative.

H. The Construction Documents shall include the requirement that the appropriate city personnel be trained in the maintenance and operation of all equipment and systems at the completion of the Project

I. Separate Construction Document Packages shall be prepared for the components of the Project so that they can be bid and constructed on different schedules and by different general contractors.

J. The Consultant shall provide 75% complete drawings and a cost estimate for City review. If the Consultant's estimate exceeds the budget for the Cost of the Work, the Consultant shall modify the drawings to reduce the estimate to meet the budget for the Cost of the Work. Such modifications to the documents shall, however, meet all of the requirements of the City's program and requirements.

ARTICLE 7. CONSTRUCTION PROCUREMENT SERVICES

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

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

C. The Consultant shall assist the City in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the City, the Consultant shall notify all prospective bidders or contractors of the bid or proposal results.

D. Bidding documents shall consist of bidding requirements, proposed contract forms, general conditions and supplementary conditions, specifications and drawings (the "Bidding Documents").

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

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

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

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

I. 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.

J. The Consultant shall participate in or, at the City's direction, shall organize and conduct the opening of the bids. The Consultant shall subsequently document and distribute the bidding results, as directed by the City.

ARTICLE 8 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

A. GENERAL ADMINISTRATION

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

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

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

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

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

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

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

8. Consultant shall provide As-built drawings from information provided by the Contractor.

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

10. If the lowest qualified and valid bid exceeds the City's budget for the Cost of the Work for that portion of the Project shown in Exhibit G, the Consultant shall, at no cost to the city, redesign the Project in a timely manner to meet the specified budget for the Cost of the Work.

B. EVALUATIONS OF THE WORK

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

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

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

suppliers, their agents or employees or other persons or entities performing portions of the work.

C. CERTIFICATION OF PAYMENTS TO CONTRACTOR

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

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

3. The Consultant shall maintain a record of all contractors' applications for payment.

D. SUBMITTALS

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

The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

E. CHANGES IN THE CONSTRUCTION WORK

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

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

3. If the Consultant determines that implementation of the requested changes would result in a material change that may cause an adjustment in compensation or time, and the Consultant has determined that it will recommend to the City that the City approve the change, then based upon information furnished by the contractor, if any, the Consultant shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a change in services of the Consultant, and the Consultant shall then recommend in writing approval or disapproval

of the change explaining the reasons for the recommendation. After the City's written approval of the change has been issued, the Consultant shall incorporate those estimates into a change order or other appropriate documentation for the City's execution or negotiation with the contractor.

F. PROJECT COMPLETION

1. The Consultant shall conduct inspections to determine the dates of the substantial completion and final completion (including reviewing the correction of all punch list items, until all punch list items have been corrected to City's satisfaction) and shall issue a "Certificate of Substantial Completion" and a "Certificate of Final Completion" (based on Consultant's inspections and actual knowledge). Consultant shall receive, review and forward to City, for the City's review, written warranties and related documents required by the Contract Documents and assembled by contractors. Consultant shall also be responsible for receiving from Contractor all manuals of operation of mechanical, electrical and other equipment which are required by Contract Documents, and shall deliver to City copies of same as such mechanical, electrical or other system is completed. Consultant shall prepare for City a list of observed items, materials or systems that require replacement or additional work by contractors. Consultant's Construction Documents shall specify that, at the conclusion of the construction of the Project and based upon information kept current by the contractors, the Consultant shall prepare and furnish to City a complete record set of Drawings and Specifications depicting the Project as modified during construction.

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

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

4. The Consultant shall receive from the Contractor and forward to the City consents of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment.

ARTICLE 9 RECORDS

A. Consultant shall maintain records and books in a manner consistent with generally accepted accounting practices and procedures, unless modified by City, for the

keeping of such records during the term of this Agreement and for three (3) years after the completion of this Agreement and its extensions if there shall be any.

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

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

ARTICLE 10. CITY REVIEW

A. The City review of documents is an owner's observation for the purpose of generally determining if the program has been satisfied. This review is not a plan check, constructability review, or technical analysis of the documents. The City's comments shall not be a directive to modify the program or the budget unless it is specifically noted in writing that such modification is intended.

B. The Consultant shall comply with all of the requirements of the City of Beverly Hills Planning Department, the Fire Department, the Department of Building and Safety, and other governmental agencies as required. Any approval by the City under this Agreement is as an owner, and is not to be interpreted as approval by other city agencies, nor is it to be interpreted as approval of any deviation of any code, ordinance or regulation.

SCHEDULE 1 TO EXHIBIT A

PROGRESS SCHEDULE

Commencement of work:	Upon receipt of a written Notice to Proceed
Completion of Construction Documents	April 15, 2009
Commencement of Construction Phase	Date of Contractor's Notice to Proceed
Completion of Construction Phase	Date of Contractor's Notice of Completion

SCHEDULE 2 TO EXHIBIT A

PROJECT SCOPE

Consultant shall provide design services for a catering kitchen as well as a hazardous material survey of the work area for the Greystone Mansion projects.

Background

Work has continued on making the building adaptable to a number of functions. The major electrical work has been completed with a moderate amount left on the second floor and entertainment wing. A kitchen study has been completed with a method developed to provide a kitchen that is capable of serving gatherings up to 300 people. A recent study reviewed the options for heating, ventilation and air-conditioning. In addition fire safety and the installation of an automatic sprinkler system needs to be investigated.

A previous survey for hazardous materials was conducted about fifteen years ago. Its intent was to provide guidance for basement plumbing repairs. Mitigation in the basement was completed. This proposal includes a hazardous materials survey for the proposed area of work.

Services

Consultant shall complete the design work for the kitchen installation, including the necessary kitchen design, plumbing and ventilation, electrical, and architectural components. Services will also include support for the city during construction.

Additional project support during design shall be provided by Stegeman and Kastner, project management consultants.

Consultant shall provide construction support along with city staff. All consultants shall be available to respond to RFI's and review vendor submittals.

Consultant shall coordinate with other consultants to review the impact on the historic nature of the building due to any proposed work, and to assist the design consultants as necessary.

Tasks

Task 1 – Project Kickoff Meeting – Meet at site to clearly define the designer tasks and review the needs for additional consultants. This task has been completed but some consultants may need to meet again to further define the goals for the kitchen

Task 2 – Design Development Drawings– Meet to review design progress and issues. Review material selections for finishes and equipment. Review the work with the Planning Department historic preservation staff.

Task 3 – Construction Document Completion – Meet to review construction documents prior to submittal to the building and planning department. Respond to any comments from the building and planning department.

Task 4 – Bid Phase – Attend a pre-bid job walk, respond to bidder questions and prepare addenda.

Task 5 – Construction Period Support – Review vendor submittals and RFI's, review change order requests and attend project meetings.

Consultant is prepared to begin the kitchen, and related electrical and plumbing design work immediately upon City's direction. Consultant expects to have the kitchen project ready for bid by mid-January, 2009.

Construction Administration

Consultant shall provide contract administration services including attending job meets and required, review of vendor submittals, review of RFI's and issuance of construction directives and other services as necessary.

Environmental services will precede the construction work and will carry on through any necessary removals. This includes all certifications.

SCHEDULE 3 TO EXHIBIT A

PROJECT VISITS OF CONSULTANT AND CONSULTANT'S CONSULTANTS

Design

The Consultant shall include as a part of its Fee a sufficient number of job-site visits to thoroughly investigate the existing conditions and develop feasible and desirable solutions. Additionally, during design the Consultant and its sub-consultants shall have progress and coordination meetings with the City at maximum intervals of four weeks.

Bidding Periods

During bidding periods the Consultant and its sub-consultants shall attend mandatory job-walks and other meetings with prospective bidders. Further meetings may be held with low bidder(s) as required to verify scope and answer queries.

Construction

During construction coordination and progress meetings shall be weekly unless waived by the City's Designated Representative.

EXHIBIT B

Payment Terms

A. City shall compensate Consultant for the satisfactory performance of services in an amount not to exceed Eighty-Two Thousand Two Hundred Thirty-Nine Dollars and Fifty Cents (\$82,239.50) at the hourly rates set forth in Exhibit D, excluding contingency.

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 services performed during the previous month and the hours of service. Invoices shall request payment be made in proportion to the portion of total services performed, and also indicate the percent complete of that phase of the work. City shall pay satisfactory invoices within forty-five (45) days. However, in no event shall the Consultant be paid more than the following:

	Not to exceed
Kitchen Consulting, Historic Review & Coordination	\$82,239.50
Contingency	\$8,000.00

Fee Development - Kitchen Design Plus Full Hazardous Material Survey
Greystone Mansion - City of Beverly Hills
11/17/2008

Consultant	Phase				
	Kitchen	HVAC	Electrical	Construction Period	
KCK	\$11,500.00			\$ 1,500.00	\$ 13,000.00
MB&A	\$10,000.00			\$ 1,000.00	\$ 11,000.00
Webb Design	\$12,900.00			\$ 1,000.00	\$ 13,900.00
Athans	\$12,600.00			\$ 1,500.00	\$ 14,100.00
Citadel - Haz Mat	\$ 5,945.00				\$ 5,945.00
Stegeman & Kastner	\$10,000.00				\$ 10,000.00
MGA	\$ 2,500.00			\$ 5,000.00	\$ 7,500.00
					\$ -
Total Consultant	\$62,945.00	\$ -	\$ -	\$ 5,000.00	\$ 67,945.00
10% markup	\$ 6,294.50	\$ -	\$ -	\$ 500.00	\$ 6,794.50
Consultant fee	69,239.50	-	-	5,500.00	\$ 74,739.50
MGA Hours	2,500.00	-	-	5,000.00	\$ 7,500.00
Totals	71,739.50	-	-	10,500.00	
Proposal Total					82,239.50

C. A Contingency in an amount not to exceed Eight Thousand Dollars (\$8,000.00) is for additional, unforeseen and unanticipated work outside the scope of services described in Exhibit A, and shall not be undertaken without the express direction by CITY in writing.

D. In no event shall the Consultant be paid more than Ninety Thousand Two Hundred Thirty-Nine Dollars Fifty Cents (\$90,239.50) for services including the Contingency.

EXHIBIT C

Responsible Personnel

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

Melvyn Green

George A. Athans

M. Browne

EXHIBIT D

SCHEDULE OF HOURLY RATES

Historical & Coordination

MELVYN GREEN AND ASSOCIATES

Melvyn Green	\$160.00
Engineering Technician	\$50.00
Architectural designer	\$95.00

Electrical

ATHANS ENTERPRISES, INC.

Principal Engineer	\$139.00
Designer	\$99.00
Drafter	\$75.00

Mechanical/Plumbing

MB&A CORP.

Principal	\$150.00
Staff Engineer	\$120.00
Senior Designer	\$100.00
Designer	\$85.00
CAD drafter/Jr. Engineer	\$65.00

Kitchen Consultants

WEBB DESIGN

M. Browne	\$100.00
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EXHIBIT E

CITY APPROVED LIST OF CONSULTANT'S SUB-CONSULTANTS

Electrical

ATHANS ENTERPRISES, INC.
Consulting Electrical Engineers
19311 Vanowen Street, 2nd floor
Reseda, CA 91335

Mechanical/Plumbing

MB&A CORP.
Consulting Mechanical Engineers
115 S. Lamer Street
Burbank, CA 91506

Kitchen Consultants

WEBB DESIGN

Project Managers

STEGEMAN & KASTNER
2601 Ocean Park Blvd. Suite 300
Santa Monica, CA. 90405

Architects

CHEN KAPLAN CHEN
2526 18th Street
Santa Monica, CA. 90405

Environmental Services

CITADEL
28212 Kelly Johnson Parkway Suit 250
Valencia, CA. 91355