AGENDA REPORT

Meeting Date: February 16, 2010

Item Number: F-11

To: Honorable Mayor & City Council

From: Alan Schneider, Director of Project Administration

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

APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF $190,000 FOR THESE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 1 to an agreement with Kaplan Chen Kaplan Architects & Planners, and approve a Change Purchase Order in the amount of $190,000 for architectural and engineering services related to implementation of a heating, ventilating and cooling (HVAC) system for Greystone Mansion located at 501 Doheny Road. This sum is comprised of a fee of $170,000 and an additional $20,000 for contingencies. The total amount of this agreement with the amendment is $240,000.

INTRODUCTION

The proposed agreement for architectural and engineering services addresses the HVAC needs for the Greystone Mansion to provide necessary temperature control and comfort. This enhancement to the facility has been identified for many years and will facilitate events during all seasons in the Mansion. Staff believes that having such a functional amenity expands the facility's use options and capabilities and translates into greater revenue generating capacity.

DISCUSSION

As part of the fiscal year Capital Improvement Program for Greystone, staff engaged the services of an architect with a strong historic background, Kaplan Chen Kaplan Architects & Planners (KCK) in conjunction with Melvyn Green & Associates to explore options and determine the feasibility of implementing a HVAC system with the latest technology in the facility. The results of that effort have led to a proposed schematic design that provides heating, ventilation and air conditioning to all public spaces on the first and second floors of the Mansion. The system capacity will also accommodate the entertainment wing although the individual fans, coils and distribution equipment would be considered as a future enhancement.

The agreement with KCK for the schematic HVAC design services was not to exceed $50,000.

Based on the schematic HVAC design presented and acceptance of that design by the Community Services Department and facilities maintenance staff from Public Works & Transportation Department, it is recommended that the balance of design services and preparation of construction documents proceed with KCK.

The fee proposal for the above services is $170,000. In addition, a contingency of $20,000 for unforeseen design considerations and evaluations is included in the proposed agreement.

The estimated cost to construct and install the HVAC system is $1,560,000 based on the schematic design.

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 including preparation of construction plans and specifications to be completed in June/July 2010 followed by public bidding and award of contract in August/September 2010.

FISCAL IMPACT

Funding for this project has been budgeted in the FY 09-10 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

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

NAME OF CONSULTANT:	Kaplan Chen Kaplan Architects & Planners
RESPONSIBLE PRINCIPAL OF CONSULTANT:	David Kaplan, Principal
CONSULTANT'S ADDRESS:	2526 Eighteenth Street Santa Monica, CA 90405 Attention: David Kaplan, Principal
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Alan Schneider Director of Project Administration
COMMENCEMENT DATE:	Upon Written Notice to Proceed
TERMINATION DATE:	June 30, 2011
CONSIDERATION:	Original Agreement: Not to exceed $49,000.00, including all reimbursable expenses and described in Exhibit B; Contingency for additional work not to exceed $1,000.00, as more particularly described in Exhibit B; Total not to exceed $50,000.00 Amendment No. 1: Professional fees not to exceed $165,000.00; Contingency for additional work not to exceed $20,000.00, as more fully described in Exhibit B; Reimbursable expenses not to exceed $5,000.00 as described in Exhibit B; Total for Amendment No. 1 not to exceed $190,000.00 Total compensation for Original Agreement and Amendment No. 1, including Professional Fees, Contingency and Reimbursable Expenses, not to exceed $240,000.00.

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

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Kaplan Chen Kaplan Architects & Planners (hereinafter called "CONSULTANT") dated October 27, 2009 and identified as Contract No. 416-09 for design services related to the Greystone Mansion HVAC project.

RECITALS

A. CITY entered into a written agreement with CONSULTANT October 27, 2009 for design services related to the Greystone Mansion HVAC project.

B. CITY desires to extend the term of the Agreement, amend the Scope of Services, and increase the Consideration for the additional services.

NOW, THEREFORE, the parties agree as follows:

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

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

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

Section 4. Exhibit A-1, "Progress Schedule", shall be added to the Agreement, as attached hereto and incorporated herein.

DK Section 5. Exhibit A-2, "Project/Building Elements", shall be added to the Agreement, as attached hereto and incorporated herein.

Section 6. Exhibit B, "Compensation/Payment Terms" shall be amended as attached hereto and incorporated herein.

DK Section 7. Exhibit D, "Schematic Design Documents", shall be added to the Agreement, as attached hereto and incorporated herein.

Section 8. Except as modified by the Amendment No. 1, all provisions of the Agreement dated October 27, 2009 shall remain in full force and effect.

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

CITY:
CITY OF BEVERLY HILLS
A municipal corporation

_____
NANCY KRASNE
Mayor of the City of
Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

CONTRACTOR: KAPLAN CHEN KAPLAN
ARCHITECTS & PLANNERS

_____
DAVID KAPLAN
Principal

[Signatures continue]

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

DAVID D. GUSTAVSON
Director of Public Works & Transportation

ALAN SCHNEIDER
Director of Project Administration

KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

ORIGINAL AGREEMENT-GREYSTONE MANSION HVAC IMPROVEMENT PROJECT

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

Scope of Work

The schematic design phase services are based on the CONSULTANT's proposal dated October 5, 2009 in connection with improvements to the Greystone Mansion for heating, ventilating and air conditioning (HVAC)("Project"). Greystone Mansion, located at 501 Doheny Road is a historic resource and listed on the National Register of Historic Places. CONSULTANT will lead the team of subconsultants for design of proposed mechanical system, preparation of base drawings and coordination of system design with minimal impact on the historic resource. The basic mechanical system will include Heating and Ventilation with Air Conditioning as a bid add alternate. The proposed system shall cover the first and second floors of the main building and excludes the theater building and other adjacent areas. This agreement is for the schematic design phase only, an approximate 20% complete project milestone.

CONSULTANT shall perform necessary field visits for verification of access areas including attic and basement, photo documentation, program verification and initial analysis for system type and layout in conjunction with CITY staff including contract plant engineer.

Deliverables:

- Base drawings with schematic layouts for proposed mechanical system
- Single line diagrams illustrating basic system layout
- Outline specifications

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

Architectural (KCK)		$21,000
Mechanical/Electrical/Plumbing (SY Lee)		$17,000
Mechanical	$10,224	
Electrical	$ 5,664	
Plumbing	$ 1,112	
Structural/Historical (Green)		$ 3,000
Acoustics (McKay Conant)		$ 2,000
Misc./Civil		$ 2,000
Project Management (Stegeman & Kastner)		$ 3,000
Reimbursable Expenses		$ 1,000
Total:		$49,000

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

CITY shall provide information regarding Project including reports, restrictions, guidelines, drawings or other documents relating to property. CONSULTANT will rely on the accuracy of site and project information provided by CITY. No demolition or field exploration will be performed by the CONSULTANT. The CONSULTANT and CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site.

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

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

AMENDMENT NO. 1-ADDITIONAL SERVICES GREYSTONE MANSION HVAC IMPROVEMENT PROJECT

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 Exhibit A-1. Any adjustments to the CONSULTANT's schedule shall be of no force and effect unless such adjustments are agreed to in writing by CITY or are delays in the CONSULTANT's performance caused for reasons beyond the control of CONSULTANT.

ARTICLE 2. CHANGES IN CONSULTANT'S SERVICES

Changes in services of the CONSULTANT, including services required of the CONSULTANT's sub-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 3. PROJECT ADMINISTRATION

A. The CONSULTANT shall manage the CONSULTANT's services and administer the Project. The CONSULTANT shall consult with the CITY, research applicable design criteria, attend Project meetings during and through completion of the design phase prior to

commencement of construction documents phase, communicate with members of the Project team and issue progress reports. The CONSULTANT shall coordinate the services provided by the CONSULTANT and the CONSULTANT's sub-consultants 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 Exhibit A-1 that shall identify milestone dates for decisions required of the CITY, design services furnished by the CONSULTANT, and completion of documents provided by the CONSULTANT. Such update schedule shall be consistent with the initial Progress Schedule attached hereto as Exhibit A-1.

C. The CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

D. Upon request of the CITY, the CONSULTANT shall make a presentation to explain the design of the Project to representatives of the CITY or as otherwise requested by CITY.

E. The CONSULTANT shall submit design documents to the CITY at intervals appropriate to the design process for purposes of evaluation and approval by the CITY. The CONSULTANT shall be entitled to rely on written approvals received from the CITY in the further development of the design. CITY's Designated Representative shall have no authority to issue changes or approve additional services which increase CONSULTANT's compensation hereunder. CONSULTANT covenants with CITY to cooperate with, and to cause its sub-consultants to cooperate with, CITY's Designated Representative and CITY's consultants in services provided by CONSULTANT hereunder.

F. If requested by the CITY's Designated Representative, the CONSULTANT shall assist the CITY in connection with the CITY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

ARTICLE 4. EVALUATION OF BUDGET AND COST OF THE WORK

A. The CONSULTANT shall prepare a preliminary estimate of the cost of the work for the Project (the "Cost of Work"). This estimate may be based on current area, volume or similar conceptual estimating techniques. All estimates of the cost of Work shall be subject to CITY's review and approval. The CONSULTANT shall advise the CITY of any adjustments to previous estimates of the Cost of the Work required by changes in Project requirements or general market conditions. If at any time the CONSULTANT's estimate of the Cost of the Work exceeds the CITY's budget, the CONSULTANT shall make appropriate recommendations to the CITY to adjust the Project's size, quality or budget.

B. Evaluations of the CITY's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the CONSULTANT represent only the CONSULTANT's judgment as a design professional familiar with the construction industry. The CONSULTANT does not warrant or represent that bids or negotiated

prices will not vary from the CITY's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the CONSULTANT.

C. In preparing estimates of the Cost of the Work, the CONSULTANT shall be permitted to include contingencies for design, bidding and price escalation; to reasonably assume (unless known) what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project with CITY's prior written approval and, with CITY's prior written approval in each instance, to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY's budget for the Cost of the Work.

ARTICLE 5. PRELIMINARY EVALUATIONS AND PLANNING SERVICES

A. The CONSULTANT shall provide a preliminary evaluation of the information furnished by the CITY under this Agreement, including the CITY's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The CONSULTANT shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the CITY of any other information or CONSULTANT services that may be reasonably needed for the Project.

B. The CONSULTANT shall report to the CITY immediately if the CITY's budget is deficient to design and construct the program under the conditions and requirements that the CITY has established.

C. The CONSULTANT shall review the CITY's proposed method of contracting for construction services and shall notify the CITY of anticipated impacts that such method may have on the CITY's program, financial and time requirements, and the scope of the Project.

ARTICLE 6. DESIGN SERVICES

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

B. In addition to the foregoing, design services shall also include interior architectural services required as necessary in connection with the complete design of the Project.

C. CONSULTANT shall also (1) engage with CITY's designated contractors, engineers, designers and consultants, in their "value engineering analysis" of structural, architectural, electrical, mechanical and related design alternatives, and shall, with the written approval of CITY, incorporate any economy so identified in the design of the Project: (2) conduct periodic meetings with CITY and CITY's separate consultants and (3) cooperate and coordinate the CONSULTANT's design services with the services of the CITY's separate consultants. The coordination services described in clause (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.

D. In no event shall CONSULTANT: (1) utilize or replace any consultants or subcontractors in connection with the performance of the services hereunder unless CITY gives its prior written approval of such consultants or subcontractors (or their replacements, as applicable); (2) prepare "performance" specifications or "design-build" documents as part of CONSULTANT's services hereunder unless CONSULTANT receives CITY's prior written consent for such "performance' specifications or "design-build" documents (CITY's approval of any such "performance" specifications or "design-build" documents may result in an appropriate downward adjustment to the CONSULTANT's fee for design services); or (3) prepare design documents that call for "proprietary" equipment or material in which CONSULTANT has a financial or other interest, unless CONSULTANT receives CITY's prior written approval to prepare design documents that call for such "proprietary" equipment or material. CONSULTANT will not commence work on any phase of design services until CONSULTANT receives a written authorization from CITY directing CONSULTANT to so proceed. CITY and CONSULTANT acknowledge that there may be, at times, some reasonable overlapping of the services performed by CONSULTANT in the Design phases (i.e., the CITY may authorize or instruct the CONSULTANT to proceed into a phase prior to completion of the preceding phase, and that the CONSULTANT may be providing services in more than one phase of the Project concurrently).

ARTICLE 7. DESIGN DEVELOPMENT DOCUMENTS

A. The CONSULTANT shall provide Design Development Documents (the "Design Documents") based on the approved Schematic Design Documents resulting from discussions and meetings with CITY staff, and are attached hereto as Exhibit D. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

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

C. CONSULTANT shall reasonably cooperate in the scheduling of meetings necessary for CITY's review and approval of the Design Development Documents, which meetings shall be attended by CONSULTANT at the request of CITY.

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

E. Project background and additional scope are indicated in Exhibit A-2.

ARTICLE 8. CONSTRUCTION DOCUMENTS

A. The CONSULTANT shall provide construction documents (the "Construction Documents") based on the approved Design Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

B. During the development of the Construction Documents, the CONSULTANT shall assist the CITY in the development and preparation of: (1) if requested by CITY, bidding procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the CITY and 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. The CONSULTANT shall assist in connection with CITY's responsibility for filing documents required for approval of governmental authorities exercising jurisdiction over the Project. CONSULTANT shall prepare all the documents required pursuant to design services, which are necessary for CITY or CITY's contractors to obtain all permits and other approvals of plans, specifications, and construction documents prepared by CONSULTANT from public agencies exercising jurisdiction over the Project whose approval is required or by law or as otherwise customary and reasonable.

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

E. Omitted

F. Construction Documents shall specify acceptable manufactures recommended product installation procedures and performance criteria for products. The Contract Documents shall also require Contractor, at the conclusion of the construction of the Project and based upon information kept current by Contractor and reviewed by CONSULTANT as an element necessary for approval of the Contractor's monthly progress payments, to prepare and furnish to CITY a complete record set of drawings and specifications depicting the Project as constructed.

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

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

1. The Construction Documents shall include the requirement that the appropriate CITY personnel be trained in the maintenance and operation of all equipment and systems at the completion of the project.

ARTICLE 9. CONSTRUCTION PROCUREMENT SERVICES

A. The 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 to all prospective bidders, addenda identifying approved substitutions.

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 10. CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

A. GENERAL ADMINISTRATION

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 Subparagraph F.

G. 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.

H. 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).

I. CONSULTANT shall review as-built drawings provided by the Contractor.

J. 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.

ARTICLE 11. EVALUATIONS OF THE WORK

A. The CONSULTANT shall visit the site when requested by CITY in writing: (I) 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.

B. 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, in any instance, by such consultants).

C. 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.

ARTICLE 12. CERTIFICATION OF PAYMENTS TO CONTRACTOR

A. 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.

B. 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.

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

ARTICLE 13. SUBMITTALS

A. 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.

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

C. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of a contractor by the Contract Documents, the 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.

ARTICLE 14. CHANGES IN THE CONSTRUCTION WORK

A. The CONSULTANT shall review 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.

B. 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 is 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.

C. 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 or might 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.

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

ARTICLE 15. PROJECT COMPLETION

A. 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.

B. 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.

C. 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.

D. 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 funds retained by CITY or the making of final payment.

ARTICLE 16. RECORDS

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

B. Such records shall be available at 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 17. ADDITIONAL SERVICES

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

EXHIBIT A-1

Progress Schedule

The CONSULTANT proposes the following work schedule which shall commence as the discretion of the CITY:

Commencement of work:	Upon receipt of a notice to proceed following a kick-off meeting with CITY and design team wherein the mutually agreed upon Schematic Design Documents and budget are confirmed.
Design Development Documents:	Commence upon receipt of notice to proceed and complete in four (4) weeks
Construction Documents:	Commence upon receipt of notice to proceed and complete in ten (10) weeks
Permitting:	One (1) month
Construction Procurement:	Two (2) months
Construction:	Six (6) months

EXHIBIT A-2

Project/Building Elements

The proposed project consists of with improvements to the Greystone Mansion for heating, ventilating and air conditioning (HVAC). Greystone Mansion, located at 501 Doheny Road is a historic resource and listed on the National Register of Historic Places.

The Schematic Design Documents dated January 11, 2010 have been completed and accepted by the CITY. The CONSULTANT will lead the team of subconsultants to complete the design of proposed mechanical system and coordination of system design with minimal impact on the historic resource. The basic mechanical system will include Heating, Ventilation and Air Conditioning, with the Air Conditioning as a possible bid add alternate. The proposed system shall cover the first and second floors of the main building and excludes the theater building and other adjacent areas, although the overall system capacity shall be sized for the entire Mansion facility.

EXHIBIT B

Compensation/Payment Terms

I. Original Agreement: CITY shall compensate CONSULTANT for the satisfactory performance of services described in this Agreement an amount not to exceed Forty-Nine Thousand Dollars ($49,000) for professional fees as outlined below, and such fee shall include reimbursable expenses:

Architectural (KCK)	$21,000
Mechanical/Electrical/Plumbing (SY Lee)	$17,000
Mechanical $10,224	
Electrical $ 5,664	
Plumbing $ 1,112	
Structural/Historical (Green)	$ 3,000
Acoustics (McKay Conant)	$ 2,000
Misc./Civil	$ 2,000
Project Management (Stegeman & Kastner)	$ 3,000
Reimbursable Expenses	$ 1,000
Total:	$49,000

A Contingency for additional services outside the scope set forth in Exhibit A shall be mutually agreed upon by the parties in advance and set forth in writing and in no event shall exceed One Thousand Dollars ($1,000). The total amount for Professional Fees including Reimbursable Expenses and a Contingency for additional services shall not exceed Fifty Thousand Dollars ($50,000).

II. Amendment No. 1:

A. CITY shall compensate CONSULTANT for the satisfactory performance of services described in this Agreement an amount not to exceed One Hundred Sixty Five Thousand Dollars ($165,000.00) for professional fees as detailed below. CITY shall pay CONSULTANT for reimbursable expenses reasonably incurred in the performance of this Agreement as described in this Exhibit an amount not to exceed Five Thousand Dollars ($5,000.00).

The following is a summary of proposed professional fees:	Flat Fee
Architectural (Kaplan Chen Kaplan)	$80,000
Mechanical/Electrical/Plumbing (SY Lee)	$85,000
Mechanical $51,120	
Electrical $28,320	
Plumbing $ 5,560	
Structural/Historical (Mel Green)	$15,000
Miscellaneous/Civil	$20,000
Project Management (Stegeman & Kastner)	$15,000
Subtotal:	$215,000
Less Schematic Design Phase fee (Original Agreement)	$50,000

Total fees for Amendment No. 1: $165,000

B. A Contingency for additional services outside the scope of services set forth in Exhibit A shall be mutually agreed upon by the parties in advance and set forth in writing and in no event shall exceed Twenty Thousand Dollars ($20,000). Additional services shall be paid at the following hourly rates:

Schedule of Hourly Rates for Additional Services

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

Sub-consultants not included in this Agreement, but which may be added if Additional Services are to be provided include:

- Acoustical Consultant
- Cost Consultant
- Historic Consultant
- Security Consultant

C. CONSULTANT shall provide CITY with monthly invoices in a form acceptable to CITY for services performed. Such invoices shall describe in detail the work performed during the previous month and the hours spent performing the work. Invoices shall request that 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 CONSULTANT be paid more than the following:

1. Twenty-Five percent (25%) of the total Agreement price upon the satisfactory completion of the Design Development Documents;

2. Eighty-Five percent (75%) of the total Agreement price upon the satisfactory completion of the Construction Documents and bidding.

3. Ninety percent (80%) of the total Agreement price prior to satisfactory completion of the bidding.

4. Ninety-Five percent (95%) of the total Agreement price upon the completion of construction of the Project.

5. Upon completion of construction of the Project, CONSULTANT shall be paid the remaining five percent (5%) of the total Agreement price.

D. Reimbursable expenses for printing and plotting, and computer rendering of the design, reasonably incurred by CONSULTANT and CONSULTANT's employees in connection with the Agreement shall be billed at direct cost. CITY shall be responsible for reproduction of bid sets. A budget not to exceed Five Thousand Dollars ($5,000.00) shall cover such reimbursable costs.

E. If CITY exercises its right to terminate this Agreement other than for cause pursuant to Section 13 of the Agreement, compensation to the CONSULTANT shall be based on the actual work completed at the time of termination, but in no case exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

In no event shall the total compensation for all services permitted under this Amendment No. 1 exceed One Hundred Ninety Thousand Dollars ($190,000.00).

Total compensation for the Original Agreement and Amendment No. 1, including Professional Fees, Reimbursable Expenses and Contingency shall not exceed Two Hundred Forty Thousand Dollars ($240,000).

EXHIBIT D

Schematic Design Documents

Schematic Design Documents consist on the following List of Drawings dated January 11, 2010:

Architectural

A-0.1	General Notes, Project Information & Site/Vicinity Maps
A-0.2	General Notes – Continued, Symbols & Abbreviations
A-1.0	Basement Plan
A-1.1	First Floor Plan
A-1.2	Second Floor Plan
A-1.3	Attic Plan
A-1.4	Roof Plan
A-6.1	Grill Schedules
A-6.2	Grill Schedules
A-6.3	Window and Door Schedules

Mechanical

M-1.0	Mechanical Notes
M-1.1	Mechanical Notes
M-1.2	Mechanical Schedules
M-2.0	Basement Mechanical
M-2.1	First Floor Mechanical
M-2.2	Second Floor / Attic Mechanical
M-3.0	Basement Piping
M-3.1	Second Floor / Attic Piping

Electrical

E-0.1	Electrical Notes
E-0.2	Single Line Diagram
E-0.3	Panel Schedules
E-2.0	Basement Plan
E-2.3	Attic Plan