



## AGENDA REPORT

**Meeting Date:** March 2, 2010  
**Item Number:** G-9  
**To:** Honorable Mayor & City Council  
**From:** Alan Schneider, Director of Project Administration  
Allen M. Rubenstein, Project Manager   
**Subject:** APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RKA CONSULTING GROUP FOR CIVIL ENGINEERING SERVICES FOR THE 455 CRESCENT GARAGE SITE IMPROVEMENTS; AND  
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$37,000 TO RKA CONSULTING GROUP FOR THESE SERVICES  
**Attachments:** 1. Agreement

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### RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No.1 to an agreement with RKA Consulting Group in the amount of \$22,000, and a contingency of \$15,000, and approve a Change Purchase Order in the amount of \$37,000. This amendment is in addition to the base agreement of \$49,750, for a total fee including contingencies of \$86,750.

### INTRODUCTION

The agreement between the City and the Annenberg Center obligates the City to improve the sidewalks, traffic signals and other traffic improvements that are required by the Environmental Impact Report (EIR) due to traffic generated by the Crescent Garage. Certain other traffic signal improvements are needed during the construction period.

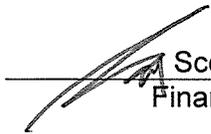
### DISCUSSION

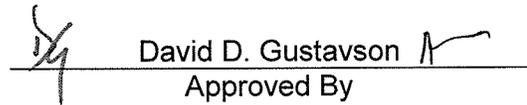
This amendment provides for the design of traffic signal modifications on North Santa Monica Boulevard at Crescent, Canon, and Beverly Drives, and on South Santa Monica Boulevard at Canon Drive. These services are in addition to the street and parkway improvements around the Annenberg Center in the base agreement.

Supplementing the EIR recommendations, the City engaged a traffic consultant to recommend traffic signal, signage, and striping improvements that would minimize the disruption caused by the closure of Crescent Drive during construction. These recommendations were discussed with representatives of the Canon Drive Association, who suggested additional measures, including certain standby measures for the signals at Beverly Drive and North Santa Monica Boulevard. Staff believes that these suggestions have merit, and this amendment includes the necessary plans to implement them.

**FISCAL IMPACT**

Funding for these services has been budgeted from the FY 09-10 Capital Improvement Program budget for the North Crescent Garage, project #0897.

  
\_\_\_\_\_  
Scott G. Miller  
Finance Approval

  
\_\_\_\_\_  
David D. Gustavson  
Approved By

# **Attachment 1**

Agreement

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND RKA CONSULTING GROUP  
FOR CIVIL ENGINEERING SERVICES FOR THE 455  
CRESCENT GARAGE SITE IMPROVEMENTS

NAME OF CONSULTANT: RKA Consulting Group

RESPONSIBLE PRINCIPAL OF CONSULTANT: Steve R. Loriso, Vice President

CONSULTANT'S ADDRESS: 398 Lemon Creek Drive, Suite E  
Walnut, California 91789

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 receipt of notice to proceed

SCHEDULE The services shall be provided in accordance with  
the schedule described in Exhibit B-1

TERMINATION DATE: December 31, 2011 unless extended pursuant to  
Section 2

CONSIDERATION: Original Agreement:  
Base Fee: Not to exceed \$48,750, including  
reimbursable expenses; Contingency for additional  
work not to exceed \$1,000, as more particularly  
described in Exhibit B-2  
  
Total not to exceed \$49,750  
  
Amendment No. 1:  
Base Fee: Not to exceed \$22,000, including  
reimbursable expenses; Contingency for additional  
work not to exceed \$15,000, and more particularly  
described in Exhibit B-2  
  
Total of Original Agreement & Amendment  
No. 1: Base Fee: Not to exceed \$70,750,  
including reimbursable expenses;  
Contingency for additional work not to  
exceed \$16,000. Total fee and contingency  
not to exceed \$86,750

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY  
OF BEVERLY HILLS AND RKA CONSULTING GROUP FOR CIVIL  
ENGINEERING SERVICES FOR THE 455 CRESCENT GARAGE  
SITE IMPROVEMENTS

This Amendment No. 1 is to the Agreement between the City of Beverly Hills (hereinafter called "CITY"), and RKA Consulting Group (hereinafter called "CONSULTANT") dated August 20, 2009 and identified as Contract No. 324-09.

RECITALS

A. CITY entered into a written agreement with CONSULTANT dated August 20, 2009 for civil engineering services for the 455 Crescent Garage Site improvements.

B. CITY desires to increase the scope of services and increase the Consideration for the additional services, amend the Schedule of Work and the Schedule of Payments.

NOW, THEREFORE, the parties agree as follows:

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

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

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

Section 4. Exhibit B-2, "Schedule of Payments" shall be amended as attached hereto and incorporated herein.

Section 5. Except as specifically amended by this Amendment No. 1, the Agreement dated August 20, 2009 shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, at  
Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

CONSULTANT: RKA CONSULTING GROUP

\_\_\_\_\_  
DOMINIC C. MILANO  
President

\_\_\_\_\_  
DAVID G. GILBERTSON  
Executive Vice President/Corporate Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

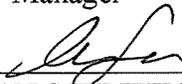
APPROVED AS TO CONTENT:

\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation

[Signatures continue]

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JEFFREY KOLIN  
City Manager



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ALAN SCHNEIDER  
Director of Project Administration



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KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

#### **Original Agreement:**

#### **PROJECT UNDERSTANDING**

The City of Beverly Hills (CITY) desires to prepare street and parkway improvements along Santa Monica Blvd. (South), Canon Drive and Santa Monica Blvd. (North) in conjunction with the adjacent site improvements for the Annenberg Center for the Performing Arts. As part of the ongoing project being designed by other professionals, any topographic survey information shall be provided to CONSULTANT by the CITY, utility as-built plans shall be provided to CONSULTANT by the CITY and/or other project team members not contracted by CONSULTANT, and geotechnical recommendations (i.e., pavement design) shall be provided to CONSULTANT by the CITY. In addition, any landscape design necessary for the parkway improvements shall be conducted by other project professionals not contracted by CONSULTANT. As further described in the Scope of Work, CONSULTANT shall coordinate the design efforts by supplying base sheets for the other project team members. It is also understood that the CITY has obtained or shall obtain all of the necessary right of way in order to construct the necessary street improvements. In order to properly address all of the issues a project of this caliber presents, the critical items need to be addressed. These items include, but are not limited to:

- Minimize project schedule/motorist inconvenience
- Identifying project stakeholders (City, State, utilities, etc.) and providing immediate and ongoing coordination not only with the stakeholders, but the other professions working on this project.

The Scope of Work shall follow and combine the primary categories as discussed in CONSULTANT's meeting on June 4, 2009, however, the intention of CONSULTANT's proposal is not to detail out every individual task that may arise throughout the project management and design phases, but instead to highlight the important or critical ideas that CONSULTANT has come to understand with the years of experience that CONSULTANT has gained from projects similar to these.

The following represents the proposed scope of services for the project design:

#### **SCOPE OF WORK**

##### **Phase 1 – Orientation/Data Collection/Base Sheets**

###### *Task 1 - Initial/Pre-Design Meeting*

CONSULTANT shall attend the project kickoff meeting to introduce project team members which shall foster partnering and establish lines of communication through the project development. In addition, following are some key items to include:

- CONSULTANT shall come to the table prepared to discuss the critical items that can be encountered for street/parkway rehabilitation projects in the early stages of the life of a project.
- The schedule of the project shall be further discussed to address the critical path for the design of all of the rehabilitation.
- The key plans as well as format shall be discussed to ensure proper development at the beginning of the project.

### *Task 2 – Utility Coordination*

Although the existing utilities appear to be identified on the existing plans, CONSULTANT proposes to include a level of utility coordination to ensure all of the utilities have been identified and any relocations that may be necessary as part of the street improvements are coordinated. The following procedures shall be followed for “Utility Coordination” throughout the design process.

- Obtain and verify existing utility as-built plans from the CITY that may be available as part of the overall project.
- Provide preliminary notification and plans to the affected utility agencies for their review and comment.
- Coordinate with affected utility companies for relocation/adjustment of existing structures by providing approved plans.

## **Phase 2 – Project Design**

### *Task 3 – Schematic Design*

During the schematic design process, CONSULTANT shall conduct necessary site visits to identify the join locations, identify existing facilities needing protection and adjustment, and location of potential conflicts for the pavement rehabilitation. The plans shall be prepared utilizing a coordinate system for locating all design information. The following procedures shall be followed during the schematic design phase:

- Preparation of a preliminary layout of the proposed street and parkway improvements based upon the information received from the project design team.
- Prepare cross-sections of the proposed improvements along each of the three street sections.

- The schematic design shall be submitted and reviewed with the CITY prior to commencing with the Construction Documents.

#### *Task 4 – Design Development*

Based upon input received from the CITY on the schematic design submittal, CONSULTANT shall prepare and submit two sets of 95% complete street improvement plans as well as technical specifications in the CITY's requested format. The 95% submittal shall include specifications and details that fully address the field conditions and proposed repairs.

The following items shall be addressed in the final design plans:

#### *Task 4A – Street Improvements*

- Street improvement plans (plan and profile) at 20 scale (1"=20') of each of the three segments of street (Santa Monica Blvd South from Canon Drive to east of Crescent Drive, Canon Drive from Santa Monica Blvd North to Santa Monica Blvd South, and Santa Monica Blvd North from Canon Drive to east of Crescent Drive).
- Provide locations and details for the construction of pavement, sidewalk, cross-gutters, and curb and gutter improvements.
- Provide locations and details for the adjustment of manholes and water valve covers.
- Each sheet shall contain construction notes and quantities for pavement rehabilitation, adjusting of manholes and valves, installation of striping and pavement markings, installation of traffic loops, applicable details, and legends.
- Collect and review existing signing/striping plans for the project site for application of signing and striping design standards and criteria. Coordinate existing conditions with proposed improvements.
- Prepare signing and striping plans at 20 scale (1" = 20') following the CITY's standard format.

#### *Task 4B – Traffic Signal Modifications*

CONSULTANT shall prepare traffic signal plans and cost estimates for the modified signals at the intersection of Santa Monica Boulevard South and Canon Drive and Santa Monica Boulevard North and Canon Drive. Final design shall be made on CITY standard mylar sheets.

The following tasks shall comprise the preparation of the required plan and cost estimate for the intersections:

- Request existing as-built plans from the CITY for the two intersections. Visit project site, photograph, measure, and verify all pertinent existing surface conditions.
- Prepare traffic signal plans for the two intersections at 20 scale (1" = 20") following the City of Beverly Hills standard format.

*Task 4C - Final Construction Documents*

- The final plans and specifications (100%) shall incorporate all design comments from the previous submittals. Two complete sets of plans, specifications and a final engineer's estimate shall be provided ready for bidding.
- The preparation or modification of drainage plans for the street segments is not believed to be necessary as the existing drainage patterns are expected to be maintained through the proposed street design.

*Task 5 - Review Meetings*

- Although CONSULTANT strives for a 100% complete and accurate plan submittal, it is understood that the client may desire to have a "peer review" performed along the project design. In order to facilitate this, CONSULTANT shall conduct the following tasks:
  - Schedule one meeting after each event (two total) with CITY staff to discuss the review of the schematic design and 95% design package.
  - Prepare and update project schedule and meeting minutes for each of the meetings.
- In addition to these review meetings, it is anticipated that attendance at several of the weekly project meetings may be necessary to discuss status with the project team. For proposal purposes, it is anticipated that attendance at a maximum of five (5) meetings of three hours in length shall be necessary.

**Phase 3 – Bidding and Construction Assistance**

Once the final design package is submitted and approved, CONSULTANT shall assist the CITY by providing bidding and construction support throughout the duration of the construction of the designed street improvements. A further itemized scope of services that shall provide the detail of work expected to be provided in this task of the project follows.

*Task 6 - Bid and Construction Support*

- During the bidding process, CONSULTANT shall provide bid clarifications and addenda (if necessary), provide answers to contractor's questions, attend the bid opening, and attend the pre-construction meeting.

- During construction, CONSULTANT shall review RFIs and submittals that may be necessary for the project and provide a written response within three (3) business days of receipt. For proposal purposes. It is estimated that five RFIs or submittals shall be reviewed for this project.
- If, during the course of the construction, errors or omissions are discovered in any of the plans, detail sheets, or estimates which CONSULTANT provided, through the course of periodic site visits or through CITY inquiry, CONSULTANT shall make all necessary corrections and furnish the corrected product to the CITY, within a reasonable time to be specified by the CITY to avoid or minimize construction delays to no cost of the CITY.

*Task 7 - As-Built Plans*

- CONSULTANT shall incorporate all red-line comments prepared by the Contractor and project inspector and prepare the necessary modifications to the project plans. In addition, CONSULTANT shall provide electronic as-built plans on CD or DVD in an acceptable format to the CITY.

**PROJECT DELIVERABLES**

**Project Deliverables**

CONSULTANT shall provide:

The following deliverables for Phase 1 – Orientation and Data Collection:

- Copies of plans to affected utility companies.

The following deliverables for Phase 2 - Project Design:

- Schematic and preliminary design plans (95%), specifications, and cost estimates.
- Traffic signal modification plan.
- 100% improvement plan preparation, including final specifications and cost estimates (one set of reproducible mylars, 2 bond copies of the signed plans, 2 copies of the approved specifications, and 2 copies of the final construction cost estimate.

The following deliverables for Phase 3 – Bidding and Construction Assistance:

- Preparation of “as-built” plans from the red line mark ups.

## **Amendment No. 1**

### Task 1

The original scope of work for this project included modifications to two (2) signals on the Annenberg Center corners of Canon Drive. The additional work will include incorporating the full signal design for these two corners as well as the signal modification design for the two corners of Crescent Drive at Santa Monica Blvd (North and South). Following is a description of the proposed scope of work that results:

- Request existing CAD files of the two intersections along Canon Drive for use as a base sheet for the expanded design of these two intersections.
- Request as-built plans from the City for the two intersections along Crescent Drive to use in preparing the base sheets for these two intersections.
- Visit project site, photograph, measure and verify all pertinent existing surface conditions. In the case of the two signals along Canon, RKA will perform a peer review of the existing design to ensure accuracy.
- Prepare traffic signal plans for the two additional intersections along Crescent Drive at 20 scale following the City of Beverly Hills standard format.
- All four plans for the intersections will identify interim traffic signal measures necessary for installation during the construction period of the project.

The entire traffic signal design along with the street improvement plans will be submitted to the City in one package for review and bidding purposes.

### Task 2

The additional work will include the signal modification design for the intersection of Santa Monica Blvd. (North) and Beverly Drive. The resulting design will incorporate left-turn phasing for the westbound to southbound traffic. Following is a description of the proposed scope of work that results:

#### Traffic signal plan preparation

- Research as-built and improvement plan information at City Hall.
- Visit the project site, photograph, measure and verify all pertinent existing surface conditions.
- Prepare traffic signal plan for the intersection of Santa Monica Blvd. (North) and Beverly Drive. The signal plan will be prepared at 20-Scale (1" = 20') using AutoCAD software and following the City of Beverly Hills standard format.
- Prepare preliminary and final quantity and cost estimates in tabular form for the proposed improvements.
- Submit traffic signal plan and cost estimates to the City.

#### Utility coordination

- Request copies of plans of underground facilities from utility owners.
- Identify and coordinate with the utility companies for verification of existing utilities, potential conflicts, etc.
- Provide notice and preliminary plans to the affected utility agencies for their review and comment.
- Provide notice and approved plans to affected utility agencies requesting them to contact the City to coordinate for adjustments/relocations.

#### Specifications

- Prepare preliminary and final detailed construction specifications in accordance with the City's Standard Plans and "Boiler Plate" specifications, the Standard Plans for Public Works Construction, and the Green Book.
- Submit specifications to the City.

## **EXHIBIT B-1**

### **SCHEDULE**

#### Original Agreement:

The schedule for the services described in Exhibit A shall be as follows: CONSULTANT shall begin the field exploration shall begin within two weeks of CONSULTANT's receipt of a written Notice to Proceed. The exploration is expected to take one day. Preliminary information shall be provided within three weeks after completion of the geotechnical exploration and the formal report shall be completed approximately two weeks later. A detailed topographic survey of the property and a preliminary plan of the proposed project should be provided as soon as practical.

#### Amendment No. 1:

A written schedule acceptable to the City shall be provided by the Consultant for the completion of the Amendment No. 1 tasks.

**EXHIBIT B-2**

**FEE AND SCHEDULE OF PAYMENT**

**Original Agreement:**

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, an amount not-to-exceed Forty-eight Thousand Seven Hundred Fifty Dollars (\$48,750) based on the fee schedule herein, including reimbursable expenses.

In the event the CITY requests Additional Services for services outside the scope set forth in Exhibit A, the fee shall be negotiated in advance and set forth in writing, but shall not exceed One Thousand Dollars (\$1,000), in accordance with the hourly rates set in the Fee Schedule.

**FEE SCHEDULE**

	Project Manager \$160/hr	Project Engineer \$140/hr	Design Engineer \$100/hr	Reimburs- able Expenses	Total Fee
<b><i>Phase 1 – Orientation/Data Collection/Base Sheets</i></b>					
Task 1 – Initial/Pre-Design Meeting	3	4	4		
Task 2 – Utility Coordination	4	16	4		
<b>Phase 1 Subtotal Hours</b>	<b>7</b>	<b>20</b>	<b>8</b>	<b>0</b>	
<b>Phase 1 Subtotal Fee</b>	<b>\$1,120</b>	<b>\$2,800</b>	<b>\$800</b>	<b>\$0.00</b>	<b>\$4,720</b>
<b><i>Phase 2 – Project Design</i></b>					
Task 3 – Schematic Design	8	32	10	\$0.00	
Task 4 – Design Development	0	0	0	\$0.00	
Task 4a – Street Improvements	20	80	0	\$0.00	
Task 4b – Traffic Signal Modifications	40	40	0	\$0.00	
Task 4c – Final Construction Documents	8	12	0	\$750.00	
Task 5 – Review Meetings	21	0	0	\$0.00	
<b>Phase 2 Subtotal Hours</b>	<b>97</b>	<b>164</b>	<b>10</b>	<b>\$750.00</b>	
<b>Phase 2 Subtotal Fee</b>	<b>\$15,520</b>	<b>\$22,960</b>	<b>\$1,000</b>	<b>\$750.00</b>	<b>\$40,230</b>
<b><i>Phase 3 – Bidding and Construction Assistance</i></b>					
Task 6 – Bid and Construction Support	13	0	0	0	
Task 7 – As-Built Plans	2	10	0	0	
<b>Phase 3 Subtotal Hours</b>	<b>15</b>	<b>10</b>	<b>0</b>	<b>0</b>	
<b>Phase 3 Subtotal Fee</b>	<b>\$2,400</b>	<b>\$1,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,800</b>
<b>Total Labor Hours</b>	<b>119</b>	<b>194</b>	<b>18</b>	<b>0</b>	
<b>Contingency</b>					<b>\$1,000</b>
				<b>Grand Total</b>	<b>\$49,750</b>

Reimbursable expenses reasonably incurred in the performance of this Agreement shall not exceed Seven Hundred Fifty Dollars (\$750) for printing, mileage, telephone, mailing, and other incidental expenses, and are to be billed at direct cost plus 15% markup.

Total fee under the Original Agreement shall not exceed Forty-nine Thousand Seven Hundred Fifty Dollars (\$49,750).

**Amendment No. 1:**

The hourly rates indicated in the fee schedule set forth in this Exhibit shall apply. Payment for Task 1 shall not exceed \$12,000 and payment for Task 2 shall not exceed \$10,000. Both amounts shall include reimbursables per the terms in the original Agreement.

An additional contingency of \$15,000 for unforeseen conditions shall not be expended without the written consent of the City.

The total for Amendment No. 1 services shall not exceed \$37,000.

**Payment:**

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