



## AGENDA REPORT

**Meeting Date:** May 4, 2010

**Item Number:** F-12

**To:** Honorable Mayor & City Council

**From:** Alan Schneider, Director of Project Administration

**Subject:** APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JEFFREY M. KALBAN & ASSOCIATES ARCHITECTURE, INC. FOR CONSULTANT SERVICES RELATED TO THE DEVELOPMENT OF A THREE-STORY OFFICE BUILDING AT 9400 SOUTH SANTA MONICA BOULEVARD; AND,

APPROPRIATING FUNDS IN THE AMOUNT OF \$350,000 THEREFORE; AND,

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$247,757 TO JEFFREY M. KALBAN & ASSOCIATES ARCHITECTURE, INC. FOR THESE SERVICES

**Attachments:** 1. Agreement

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### RECOMMENDATION

It is recommended that the City Council appropriate funds in the amount of \$350,000 as follows:

From		To	
\$350,000	08-30000 Capital Assets unrestricted fund balance	\$350,000	0898 - 9400 South Santa Monica project

It is further recommended that the City Council approve the "Amendment No. 1 to the Agreement Between the City of Beverly Hills and Jeffrey M. Kalban & Associates Architecture, Inc. for Consultant Services Related to the Development of a Three-story Office Building at 9400 South Santa Monica Boulevard", and approve a Purchase Order in the amount of \$247,757 for the second phase of design services. The total compensation for the services under this amendment is comprised of a fee of \$237,757 and an additional \$10,000 for design contingencies.

## **INTRODUCTION**

On December 1, 2009, staff presented to the City Council a report regarding the conceptual development of a three-story building on the City's vacant lot at the southwest corner of South Santa Monica Boulevard and Canon Drive. The City Council endorsed staff recommendation to proceed with the selection of Jeffrey M. Kalban & Associates Architecture, Inc. (Jeffrey Kalban) as the architect for this project, and an agreement for the first phase of design services was approved on January 12, 2010.

The building of approximately 14,500 net square feet has been proposed to house ground floor retail, a Visitors Center, and City Store along with second and third floor office space, and a portion of the roof for exterior assembly space. Separate negotiations are underway with the Chamber of Commerce under which they would occupy the full second floor office space. Parking for the building would be provided in the Crescent Garage project currently under construction. Part of the impetus to proceed expeditiously with the design services agreement is to maintain coordination with the timing of the pending agreement with the Chamber of Commerce.

The proposed amendment to the agreement with Jeffrey Kalban is to continue the design process with the second phase of architectural and engineering design services for the project.

## **DISCUSSION**

The building is currently proposed to be three stories tall and will be designed as a shell and core building to accommodate multiple or single floor tenants. As noted, the architectural services agreement is divided into two phases, with the first phase encompassing the initial design services. Separate City Council authorization is now being requested to proceed to the next phase for the preparation of construction documents.

The first phase of design services included the design of the project building elements and all related structural, mechanical, plumbing, civil, and electrical engineering services. That phase concluded with submission of design development documents to reflect the approved project program and building aesthetics. Reviews by the Planning and Architectural Commissions have confirmed and endorsed the overall project design. The Planning Commission discussed whether a restaurant could be accommodated on the roof and recommended that if that is not feasible, consideration should be given to a restaurant tenant for the third floor. They also recommended that the roof amenities should be developed to facilitate catering and events and this recommendation has been incorporated into the project.

The second phase of design services includes the preparation of construction documents (plans and specifications) for issuance for public works contract bidding. Services during the bidding period and the award of construction contract are also part of this amendment.

In addition, the design services include interior architectural services for the lobby, plumbing, engineering, HVAC engineering, fire protection engineering (excluding fire sprinklers system design and engineering except for performance specifications and coordination with the local Fire Department), elevators specifications, design of conduit for customary low voltage electrical systems (e.g., telephone/security and similar systems) roofing/waterproofing design, and as required by code; signage services (including graphics), and City's "green building ordinance" requirements in connection

with the complete design of the Project. The excluded design component for the fire sprinkler system is customarily included in the general contractor's contract as provided by the licensed subcontractor for that trade of work.

The fee proposal for the above design services is \$237,757. In addition, a contingency of \$10,000 for unforeseen design considerations is included in the proposed amendment to the agreement. The total compensation for the first phase of design services was not to exceed \$127,722. The total fee for the architectural and engineering design services is \$375,479.

Future services to provide required construction administration will be submitted for City Council approval at the time of the award of contract for the project construction.

The amendment stipulates that the second phase of design services will be completed in 15 weeks. The project schedule calls for the bidding phase in October 2010, followed by the award of construction contract in November 2010. Completion of the building construction is targeted for the spring of 2012.

**FISCAL IMPACT**

The \$7.5 million estimated development cost for the building would be financed with taxable bonds supported by the building rents. Partial funding for the first phase of design services was allocated in the fiscal year 09-10 Capital Improvement Program (CIP) budget for Project #0898.

The requested appropriation in this agenda report in the amount of \$350,000 will provide funding for the second phase of design services by Jeffery Kalban, and project management services under an agreement with Stegeman & Kastner. This latter agreement is being presented for approval by the City Council at the same Council meeting. It should be noted that this appropriation will be reimbursed with proceeds from the future bond issuance.

  
\_\_\_\_\_  
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 JEFFREY M. KALBAN & ASSOCIATES ARCHITECTURE, INC. FOR CONSULTANT SERVICES RELATED TO DEVELOPMENT OF A THREE-STORY OFFICE BUILDING AT 9400 SOUTH SANTA MONICA BOULEVARD

NAME OF CONSULTANT: Jeffrey M. Kalban & Associates  
Architecture, Inc.

CONSULTANT'S DESIGNATED REPRESENTATIVE: Jeffrey M. Kalban, President

CONSULTANT'S ADDRESS: 10585 Santa Monica Blvd., Suite 160  
Los Angeles, CA 90025

CITY'S ADDRESS: City of Beverly Hills  
345 Foothill Road  
Beverly Hills, CA 90210  
Attention: Alan Schneider  
Director of Project Administration

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

CONSULTANT'S SUB-CONSULTANTS As designated in Exhibit F

COMMENCEMENT DATE: Upon receipt of Notice to Proceed

COMPLETION DATE: June 30, 2011

COMPENSATION: Original Agreement:  
Professional fees not to exceed \$108,722.00 based on the rates set forth in Exhibit D;  
Contingency for additional work not to exceed \$9,000.00, as more fully described in Exhibits B and E-1;  
Reimbursable expenses not to exceed \$10,000 as described in Exhibits B and E;  
Total compensation, including Professional Fees, Contingency and Reimbursable Expenses, not to exceed \$127,722.00

Amendment No. 1:  
Not to exceed \$237,757.00 for professional fees; Contingency for additional work not to exceed \$10,000.00;  
Total not to exceed \$375,479.00

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JEFFREY M. KALBAN & ASSOCIATES ARCHITECTURE, INC. FOR CONSULTANT SERVICES RELATED TO DEVELOPMENT OF A THREE-STORY OFFICE BUILDING AT 9400 SOUTH SANTA MONICA BOULEVARD

This Amendment No. 1 is to the Agreement between the City of Beverly Hills (hereinafter called "City"), and Jeffrey M. Kalban & Associates Architecture, Inc. (hereinafter called "Consultant") dated January 12, 2010 and identified as Contract No. 17-10.

RECITALS

A. City entered into a written agreement with consultant dated January 12, 2010 for consultant services related to development of a three-story office building at 9400 South Santa Monica Boulevard.

B. City desires to amend the Completion Date of the Agreement, increase the scope of services and increase the Compensation for the additional services.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. The Compensation 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 amended as attached hereto and incorporated herein.

Section 5. Exhibit A-2, "Project Building Elements", shall be amended as attached hereto and incorporated herein.

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

Section 7. Except as specifically amended by this Amendment No. 1, the Agreement dated January 12, 2010 shall remain in full force and effect.

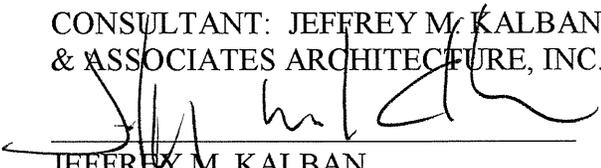
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, at Beverly Hills, California.

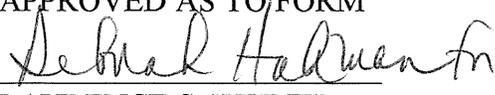
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT: JEFFREY M. KALBAN  
& ASSOCIATES ARCHITECTURE, INC.  
  
\_\_\_\_\_  
JEFFREY M. KALBAN  
President & Secretary

APPROVED AS TO FORM  
  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:  
\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

[Signatures continue]



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DAVID D. GUSTAVSON  
Director of Public Works & Transportation



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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:**

Consultant shall provide the following scope of services in connection with the development of the three story office building at 9400 Santa Monica Boulevard ("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 architects, 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 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 except as limited by Section 4 of the Agreement.

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 have a qualified professional 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 G. 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 for the Lobby, plumbing, engineering, HVAC engineering, fire protection engineering (excluding fire sprinklers system design and engineering except for performance specifications and coordination with the local Fire Department). Title 24 requirements, elevators specifications, design of conduit for customary low voltage electrical systems (e.g., telephone/security and similar systems) roofing/waterproofing design, and as required by code, signage services (including graphics), and City's "green building ordinance" requirements 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 DOCUMENTS

A. The Consultant shall provide Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. At the Consultant's option, Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

B. Design Documents shall include, without limitation, floor plan of each floor; site plan; building elevations; building sections; key details; and outline specifications, describing building materials; and STEP (structural, mechanical, electrical, plumbing) design concepts. Design Documents for common areas shall include, without limitation, space plan, typical interior details, and finish selection. Design Documents shall be prepared in sufficient detail for submission of completed applications for approval to all applicable governmental agencies.

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

D. Consultant shall provide a cost estimate update.

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

## AMENDMENT NO. 1

### 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 file with the appropriate regulatory agency all 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 manufacturers 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.

D. Bidding documents shall consist of bidding requirements, proposed contract forms, general conditions and supplementary conditions, specifications and drawings (the "Bidding Documents"). The City shall prepare the boilerplate documents including the Notice Inviting Bids, Instructions To Bidders, Special City Requirements, General Specifications and General Conditions, and required contract forms to be completed by bidders.

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.

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, if requested by the City, the opening of the bids.

#### FUTURE SERVICES

The Consultant shall provide future services consisting of the following phases to be incorporated herein by an amendment to this Agreement:

Construction Administration Phase

**EXHIBIT A-1**

**Progress Schedule**

**ORIGINAL AGREEMENT:**

The Consultant proposes the following work schedule which shall commence at 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 program, schedule, and budget are confirmed.

Design Documents:              Commence upon receipt of notice to proceed and complete in fifteen (15) weeks

**AMENDMENT NO. 1:**

The Consultant proposes the following work schedule which shall commence at the discretion of the City.

Commencement of work:              Upon receipt of a Notice to Proceed  
Construction Documents:              Commence upon receipt of a Notice to Proceed and complete in fifteen (15) weeks

## EXHIBIT A-2

### Project/Building Elements

#### **ORIGINAL AGREEMENT:**

The proposed project consists of an office building to be located at 9400 South Santa Monica Boulevard, Beverly Hills. The building is to be three stories tall and will be designed as a shell and core building to accommodate multiple tenants or single floor tenants. The general building elements are illustrated in the attached Conceptual Plans, Exhibit G representing the site area, floor area ratio, total net and gross square footage for each floor level.

Services are limited to architectural, structural, mechanical, electrical, plumbing, civil engineering, and cost estimating.

#### **AMENDMENT NO. 1:**

The Consultant shall incorporate certain design elements in the development of the construction documents pursuant to review of the submitted schematic design by City staff, as delineated below:

- Design for accessible roof
- Replace curb and gutter including curb radius at the South Santa Monica Boulevard and Canon Drive intersection
- Design loading configuration to be parallel to alley
- Design for underground electrical service transformer
- Plumbing for grease interceptor only
- Plumbing for waterless urinals
- Specify City standard fire alarm system allowing citywide tie in
- Specify City information technology (IT) requirements
- Specify City standard access control card reader system
- Specify City standard HVAC control system

Not included in the Project design are the following elements:

- Repave alley
- Upgrade streetlights
- Design emergency lights on central battery system
- Upgrade traffic signal
- Hard-wired flush valves at toilets
- Floor drains in restrooms

## **EXHIBIT B**

### **Compensation/Payment Terms**

#### **ORIGINAL AGREEMENT**

A. City shall compensate Consultant for the satisfactory performance of services described in this Agreement an amount not to exceed One Hundred Eight Thousand Seven Hundred Twenty-Two Dollars (\$108,722.00) for professional fees. City shall pay Consultant for reimbursable expenses reasonably incurred in the performance of this Agreement as described in Exhibit E, attached hereto and incorporated herein, an amount not to exceed Ten Thousand Dollars (\$10,000.00).

B. In the event the City authorizes in writing Contingency services not included as a part of the services specified in Exhibit E-1, attached hereto and incorporated herein, the payment shall be based on the hourly rates in Exhibit D or a lump sum as may be mutually agreed, but shall not exceed Nine Thousand Dollars (\$9,000.00). This amount shall be in addition to that indicated in the previous paragraphs.

C. Consultant shall provide City with monthly invoices in a form acceptable to the City for services performed. Such invoices shall describe in detail the work performed during the previous month by task, and shall request that payment be made in proportion to the portion of total services required. City shall pay satisfactory invoices within thirty (30) days.

D. If City exercises its right to terminate this Agreement other than for cause pursuant to Section 11 of the Agreement, compensation to the Consultant shall be based on the 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.

E. In no event shall the total compensation for all services permitted under the Agreement exceed One Hundred Twenty-Seven Thousand Seven Hundred Twenty-Two Dollars (\$127,722.00).

#### **AMENDMENT NO. 1**

A. City shall compensate Architect for the satisfactory performance of services described in this Agreement an amount not to exceed Two Hundred Thirty-Seven Thousand Seven Hundred Fifty-Seven Dollars (\$237,757.00) for professional fees. If additional design services are required by City, City shall pay Architect in accordance with the terms set forth in Exhibit E-1.

B. In the event the City authorizes in writing Contingency services not included as a part of the services described herein, the payment shall be based on the hourly rates in Exhibit D or a lump sum as may be mutually agreed, but shall not exceed Ten Thousand

Dollars (\$10,000.00). This amount shall be in addition to that indicated in the previous paragraphs.

C. Total not to exceed amount of Agreement and Amendment No. 1 is Three Hundred Seventy-Five Thousand Four Hundred Seventy-Nine Dollars (\$375,479.00).