



## AGENDA REPORT

**Meeting Date:** November 30, 2010  
**Item Number:** F-5  
**To:** Honorable Mayor & City Council  
**From:** Alan Schneider, Director of Project Administration  
**Subject:** APPROVAL OF AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STEGEMAN AND KASTNER, INC. FOR PROJECT MANAGEMENT CONSULTANT SERVICES RELATED TO THE 9400 SOUTH SANTA MONICA BOULEVARD PROPERTY; AND,  
  
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$117,000 TO STEGEMAN AND KASTNER, INC. FOR THESE SERVICES

**Attachments:** 1. Agreement

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### **RECOMMENDATION**

It is recommended that the City Council move to approve "Amendment No. 4 to the agreement between the City of Beverly Hills and Stegeman and Kastner, Inc. for project management consultant services related to the 9400 South Santa Monica Boulevard Property", and approve a Change Purchase Order in the amount of \$117,000 for these services. The total amount of this agreement with amendments is \$320,000 including all reimbursable expenses.

### **INTRODUCTION**

The proposed amendment to the agreement with Stegeman and Kastner, Inc. (Stegeman & Kastner) is to continue their role in providing project management services related to this project during construction. The construction contract was awarded to Bernards Bros. at the November 16, 2010 City Council meeting.

### **DISCUSSION**

The initial project management services agreement with Stegeman & Kastner provided for an architectural investigation of the possible maximized use of the property in conjunction with architect, Jeffrey Kalban. Subsequent amendments have extended

their project management services during the design phases and preparation of the construction documents for the project.

Amendment No. 4 addresses the project management services for construction administration and close-out of the project shell & core construction. The scope of services includes the following:

1. Team Direction - Consultant shall, with the active participation of City, manage and oversee the activities of the Project Team and help keep the focus on the team's activities in concert with City's project goals.
2. Project Schedule - Consultant shall, together with the architect and City, develop a Project Master Schedule. This schedule shall reflect not only the activities of the architect and the General Contractor, but also City's review and approval time requirements, public approvals, and any other pertinent time frames.
3. Project Budget - Consultant shall establish allowances, qualifications, and exclusion from the project budget and confirm the appropriateness of the construction contingency included in the budget.
4. General Contractor Procedures - Consultant shall review General Contractor's proposed project documentation and procedures together with the scheduling of base building modification work, tenant improvement construction work, as well as preconstruction schedules relating to product submittals, shop drawing preparation and review, purchasing and deliveries, and the confirmation of timely availability of alternate products.
5. Change Order Control - Consultant shall review requests for changes, whether requested by City, Architect, General Contractor or Subcontractors. Consultant shall review the breakdown submitted using the Architect, Engineers and other General Contractors or Subcontractors to check prices as necessary.
6. Cost Report - Consultant shall prepare a monthly Cost Report for direct and indirect construction cost expenditures reflecting committed costs (base contracts plus Change Orders), pending Change Orders, anticipated Change Orders, and cost to complete.
7. Pay Requests - Consultant shall review General Contractor's requests for progress payments and architect's Certifications issued in connection therewith, determine dollar value of progress, and advise City that all sums are due pursuant to the applicable contracts and/or purchase orders.
8. Construction Meetings - Consultant shall conduct weekly meetings with the General Contractor, Architect, and City to review construction progress, requests for information (RFIs), and review schedules, requested and/or pending changes, and any other current construction issues to assure orderly progress of information and decisions.
9. Field Observations - Consultant shall perform field observations and advise City as to the adherence to schedule, quality control, plans and specifications.
10. Final Acceptance - Consultant shall establish procedures acceptable to City to be followed by Contractors, City and the Architect in connection with the inspection and

acceptance of installations and systems of the project in order to facilitate City's acceptance.

11. Project Close-Out - Consultant shall perform a final visual acceptance review of construction work, review the General Contractor's implementation of Architect's punch list of corrective work and request the Architect to make his final inspection and certification when and where appropriate. Consultant shall also monitor General Contractor's close-out of all contracts, including settlement of claims, receipt of all final lien releases, and final payments.

12. Commissioning Agent - Manage the implementation of the Commissioning Program as developed by the City's Commissioning Consultant and coordinate the work of Commissioning Agent and Contractor.

13. Coordination - Consultant shall assist in coordinating the work of all professional firms and agencies for the project to minimize interference with the construction progress.

14. General Assistance - Consultant shall be available to City to review and recommend solutions to construction or related problems that arise.

The fee proposal for the above project management services is \$88,000. In addition, a contingency of \$29,000 for unforeseen considerations is included in the proposed amendment to the agreement. The total compensation for the construction administration services and close-out for the shell and core is not to exceed \$117,000. The total fee for the architectural and engineering services is \$320,000.

**FISCAL IMPACT**

Funding for these services has been budgeted from the fiscal year 2010-11 Capital Improvement Program (CIP) budget for the 9400 Santa Monica Office Building, project #0898.



Scott G. Miller

Finance Approval



David D. Gustavson

Approved By

# **Attachment 1**

AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND STEGEMAN AND  
KASTNER, INC. FOR PROJECT MANAGEMENT  
CONSULTANT SERVICES RELATED TO THE 9400 SOUTH  
SANTA MONICA BOULEVARD PROPERTY

NAME OF CONSULTANT: Stegeman and Kastner, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Fritz W. Kastner, Chairman

CONSULTANT'S ADDRESS: 2601 Ocean Park Boulevard, Suite 300  
Santa Monica, California 90405  
Attention: Fritz Kastner

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 a Notice to Proceed

TERMINATION DATE: June 30, 2012

CONSIDERATION: Original Agreement: Not to exceed \$25,000, based  
on the rates set forth in Exhibit B-1, including  
reimbursable expenses as described in Exhibit B-1

Amendment No. 1: Not to exceed \$24,000, based  
on the rates set forth in Exhibit B-1, including  
reimbursable expenses as described in Exhibit B-1

Amendment No. 2: Not to exceed \$50,000, based  
on the rates set forth in Exhibit B-1, including  
reimbursable expenses as described in Exhibit B-1

Amendment No. 3: Not to exceed \$104,000 based  
on the rates set forth in Exhibit B-1, including  
reimbursable expenses as described in Exhibit B-1

Amendment No. 4: Not to exceed \$88,000 based  
on the rates set forth in Exhibit B-1, including  
reimbursable expenses as described in Exhibit B-1;  
Contingency for additional work not to exceed  
\$29,000

Total not to exceed \$320,000

AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STEGEMAN AND KASTNER, INC. FOR PROJECT MANAGEMENT CONSULTANT SERVICES RELATED TO THE 9400 SOUTH SANTA MONICA BOULEVARD PROPERTY

This Amendment No. 4 is to the Agreement between the City of Beverly Hills (hereinafter called "City"), and Stegeman and Kastner, Inc., (hereinafter called "Consultant") dated February 4, 2008 and identified as Contract No. 23-08, as amended by Amendment No. 1 dated January 29, 2009 and identified as Contract No. 35-09; Amendment No. 2 dated February 2, 2010 and identified as Contract No. 38-10; and Amendment No. 3 dated May 4, 2010 and identified as Contract No. 154-10.

RECITALS

A. City entered into a written agreement with consultant dated February 4, 2008 for project management consultant services related to the 9400 South Santa Monica Boulevard property which was previously amended.

B. City desires to further amend the Termination Date of the Agreement and 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 B-1, "Schedule of Fees", shall be amended as attached hereto and incorporated herein.

Section 5. Except as specifically amended by this Amendment No. 4, the Agreement dated February 4, 2008 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/ STEGEMAN AND  
KASTNER, INC.

\_\_\_\_\_  
FRIEDRICH KASTNER  
Chief Executive Officer

\_\_\_\_\_  
RANDALL FULTON  
Treasurer

APPROVED AS TO FORM

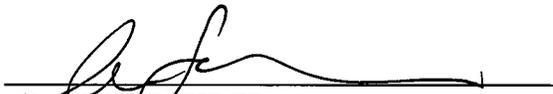
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

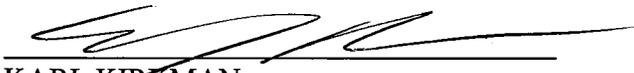
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DAVID D. GUSTAVSON  
Director of Public Works & Transportation

[Signatures continue]



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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 perform the following services as directed by City's Director of Project Administration in writing in connection with the 9400 South Santa Monica Boulevard property ("Site"):

Consultant shall perform an evaluation of the development potential of the Site. The Site is vacant without any building structures.

**Program:**

The City has identified a number of potential uses for this site. These include a 1,000 square foot Visitor Center and a 400 square foot City Store. In addition, the City is considering an office tenancy on the upper floors of up to 15,000 square feet. There will be no on site parking.

**Scope of the Analysis:**

Provide an architectural investigation of the possible maximized use of the property. The City anticipates retail and related uses on the ground floor and office use on 2 floors above.

The building program does not include any on site parking but it is the intent to provide public parking on an adjacent site as part of another City development. The project may be charged parking "in lieu" fees given the small site and the inability to provide adequate parking.

**Work Product:**

Consultant shall retain Jeffrey M. Kalban & Associates Architecture, Inc. (JMKA) to prepare the required drawings as further described in Attachment I to this Exhibit. These drawings shall include:

- Site analysis including required setbacks, building height and other features as defined by City zoning and building codes. Identification of potential non-conforming conditions.
- Massing study showing the proposed building volume in the context of the surrounding structures.
- Conceptual floor plans identifying gross floor areas and proposed uses.
- Conceptual sections.
- Computer generated building views including identification of potential building materials.
- Conceptual analysis of structural system to allow basic cost analysis.

In addition, Consultant shall generate a conceptual budget of the total project cost, including indirect costs & fees and direction construction costs.

Preparation of a conceptual pro forma economic analysis showing income and expense / return on investment projection.

Schedule: Consultant shall perform this work in a 90-day period.

## **AMENDMENT NO. 1**

### **Scope of Services**

Consultant shall perform the following services as directed by City's Director of Project Administration in writing, limited to Phase 1 Schematic Design of the project which includes architect selection and contract negotiation, conceptual and schematic design and processing of the design through initial building department review and approval by the City Planning Commission. The scope of services includes the following:

- Draft the architect Request For Qualifications (RFQ) for publication by the City.
- Assist in the response to questions submitted by the architects relating to the RFQ.
- Review RFQ responses submitted.
- Participate in the evaluation of the RFQ submissions with the City staff.
- Assist in the preparation of a staff report and discussions with the City.
- Participate in the evaluation of architect's contract proposals and finalization of the architect's contract for review and action by the City Council.
- Participate in the coordination, direction and review of the conceptual and schematic designs prepared by the architect and engineers.
- Assist in the review process by City agencies including the Building & Safety and Planning Divisions of the Community Development Department.
- Prepare preliminary project budgets and schedules for review and approval by the City.
- Assist in the presentation of the schematic design for approval by the City Council.

Future Phase 2 project development includes the Design Development, Construction Documents, Bidding and Procurement and Construction Administration and is not part of the services in this Agreement.

## **Schedule**

This Scope of Services is based on the following time frames:

December 2008:	Publication of the RFQ
February 2009:	Receipt of the RFQ Evaluation of Submissions
March 2009:	Interviews with short listed architects Selection of finalist architect
April 2009:	Prepare and finalize architect and engineer agreement for Phases 1 and 2
May 2009:	Present A&E agreement to City Council for approval
May/June 2009:	Conceptual design phase Preparation of conceptual project schedule and budget
June/July 2009:	Schematic design phase Preparation of schematic project schedule and budget Project Review with City agencies
August 2009:	Presentation of Schematic design, schedule and budget to City Council for action.

## **AMENDMENT NO. 2**

### **Scope of Services**

Consultant shall perform the following services as directed by City's Director of Project Administration in writing, limited to development of the project design to the point of completion of the Design Services Phase of the architectural and engineering services. The scope of services includes the following:

- Oversee and direct the architect and engineering effort to meet City requirements, the project schedule and the project budget.
- Provide and update the project budget, incorporating a construction cost estimate provided by others.
- Oversee the construction cost estimating effort to confirm the estimate includes appropriate contingencies to reflect all aspects of the final construction costs.
- Prepare and update the project milestone schedule.
- Provide and update the project economic analysis
- Assist the architect in the interface with City departments and entities including Community Development (Building & Safety and Planning), Public Works & Transportation, Planning Commission, Architectural Commission and City Council.
- Interface with the user groups including the Beverly Hills Chamber of Commerce, the Beverly Hills Conference & Visitors Bureau (CVB) and the Beverly Hills City Store and assist in the establishment of the program and other requirements

- Oversee and direct the activities of consultants retained by the City including Soils & Geology and Survey.
- Review and make recommendations for the processing of invoices submitted in connection with the project.
- Provide coordination and oversight on all other aspects of this phase of the project.

### **Milestone Schedule**

December 2009: Architect's selection presentation to City Council

January 2010: City approval of architect's agreement design services

March 2010: Architect completes design services

April 2010: City approval of design services

Future project management services are anticipated in order to complete the project. Consultant shall provide future services consisting of the following phases to be incorporated herein by an amendment to this Agreement:

April 2010 – July 2010: City approval of architect's agreement to prepare construction documents

July 2010 – March 2011: Agency approvals, bidding process, award construction contract and notice to proceed with construction

March 2011 – January 2012: Construction of project and tenant build-out

### **AMENDMENT NO. 3**

#### **Scope of Services**

Consultant shall perform the following services as directed by City's Director of Project Administration in writing, limited to development of the project design to the point of completion of Construction Documents, bidding and award of the construction contract for the work. The scope of services includes the following:

- Oversee and direct the architect and engineering effort to meet City requirements, the project schedule and the project budget.
- Provide and update the project budget, incorporating a construction cost estimate provided by others.
- Oversee the construction cost estimating effort to confirm the estimate includes appropriate contingencies to reflect all aspects of the final construction costs.

- Prepare and update the project milestone schedule.
- Provide and update the project economic analysis.
- Assist the architect in the interface with City departments and entities including Community Development (Building & Safety and Planning), Public Works & Transportation, Planning Commission, Architectural Commission and City Council.
- Interface, through the City Manager's Office, with the user groups including the Beverly Hills Chamber of Commerce, the Beverly Hills Conference & Visitors Bureau (CVB) and the Beverly Hills City Store, assist in the coordination with the Building Shell & Core design. All interior development work (except for the shell lobby and common areas), including budgeting, scheduling, selection of planning, design and engineering consultants and general contractor is specifically excluded.
- Oversee and direct the activities of consultants retained by the City including Soils & Geology and Survey.
- Review and make recommendations for the processing of the invoices submitted in connection with the project.
- Provide coordination and oversight on all other aspects of this phase of the project.

### **Milestone Schedule**

April 15, 2010:	Completion of the Design Development phase
April 15 - August 6, 2010:	Construction Document phase
August 9 - October 14, 2010:	Agency Review
October 6 - November 24, 2010:	Bid period
December 14, 2010:	City Council Approval of Construction Contract
December 15 - 31, 2010:	Finalization of documents

Future project management services are anticipated in order to complete the project. Consultant shall provide future services consisting of construction administration and closeout to be incorporated herein by a subsequent amendment to this Agreement upon approval by the City.

January 2011:	Award construction contract and notice to proceed with construction.
January 2011-2012:	Construction administration and closeout for the Shell & Core of the project.

## **AMENDMENT NO. 4**

### **Scope of Services**

Consultant shall perform the following services as directed by City's Director of Project Administration in writing, consisting of construction administration and closeout for the Shell & Core of the project. The scope of services includes the following:

#### **1. TEAM DIRECTION:**

Consultant shall, with the active participation of City, manage and oversee the activities of the Project Team and help keep the focus on the team's activities in concert with City's project goals. Consultant shall report to the Project Director designated by City. The Project Director will issue authorizations and directives for implementation to Consultant.

#### **2. PROJECT SCHEDULE:**

Consultant shall, together with the architect and City, develop a Project Master Schedule. This schedule shall reflect not only the activities of the architect and the General Contractor, but also City's review and approval time requirements, public approvals, and any other pertinent time frames. CPM scheduling software in use is both SureTrak and Microsoft Project.

#### **3. PROJECT BUDGET:**

Consultant shall review the project budget proposed by City and shall refine the information to reflect direct and indirect costs, FF &E, Owner direct purchases, and appropriate contingencies relative to the direct (construction) budget, ascertain that it reflects the cost of City's special requirements of the base building, such as structural, electrical and mechanical upgrades, and the appropriate level of cost for the intended level of quality and finish of the interior improvements; Consultant shall establish allowances, qualifications, and exclusion from this budget and confirm the appropriateness of the construction contingency included in the budget vis-a-vis the amount of information contained in the project documents. Consultant shall periodically update this budget to reflect City's requirements. Upon City's request, Consultant shall develop the project budget.

#### **4. GENERAL CONTRACTOR PROCEDURES:**

Consultant shall review General Contractor's proposed project documentation and procedures together with the scheduling of base building modification work, tenant improvement construction work, as well as preconstruction schedules relating to product submittals, shop drawing preparation and review, purchasing and deliveries, and the confirmation of timely availability of alternate products.

#### **5. CHANGE ORDER CONTROL:**

Consultant shall review requests for changes, whether requested by City, architect, General Contractor or Subcontractors. Consultant shall review the breakdown submitted using the architect, Engineers and other General Contractors or Subcontractors to check prices as necessary. As requested by City, Consultant shall negotiate with the Subcontractor or General Contractor, have the architect finalize and conform the drawings, and Consultant shall write the final Change Order for City approval.

6. COST REPORT:

Consultant shall prepare a monthly Cost Report for direct and indirect construction cost expenditures reflecting committed costs (base contracts plus Change Orders), pending Change Orders, anticipated Change Orders, and cost to complete. If desired, Consultant can report on items tracked internally by City, such as indirect costs, FF&E costs, other direct purchases, and contingencies.

7. PAY REQUESTS:

Consultant shall review General Contractor's requests for progress payments and architect's Certifications issued in connection therewith, determine dollar value of progress, and advise City that all sums are due pursuant to the applicable contracts and/or purchase orders.

8. CONSTRUCTION MEETINGS:

Consultant shall conduct weekly meetings with the General Contractor, architect, and City to review construction progress, requests for information (RFIs), and review schedules, requested and/or pending changes, and any other current construction issues to assure orderly progress of information and decisions.

9. FIELD OBSERVATIONS:

Consultant shall perform field observations and advise City as to the adherence to schedule, quality control, plans and specifications. All regulatory inspections shall be made by City Building Inspector, or registered deputy inspectors for all Special Inspections. Deputy inspections shall be at City's expense, as mandated by applicable laws and governmental regulations.

10. FINAL ACCEPTANCE:

Consultant shall establish procedures acceptable to City to be followed by Contractors, City and the architect in connection with the inspection and acceptance of installations and systems of the project in order to facilitate City's acceptance.

11. PROJECT CLOSE-OUT:

Consultant shall, with the assistance of City (as reasonably required by Consultant), perform a final visual acceptance review of construction work, review the General Contractor's implementation of architect's punchlist of corrective work and request the architect to make his final inspection and certification when and where appropriate. Consultant shall also monitor General Contractor's close-out of all contracts, including settlement of claims, receipt of all final lien releases, and final payments. Consultant shall also monitor the production of as-built drawings (as required), and the preparation of project manuals, including all operating instructions, maintenance manuals and warranties.

12. COMMISSIONING AGENT:

Manage the implementation of the Commissioning Program as developed by the City's Commissioning Consultant and coordinate the work of Commissioning Agent and Contractor.

13. COORDINATION:

Consultant shall assist in coordinating the work of all professional firms and agencies for the project to minimize interference with the construction progress.

14. GENERAL ASSISTANCE:

Consultant shall be available to City to review and recommend solutions to construction or related problems that arise.

ATTACHMENT I TO EXHIBIT A

JEFFREY M KALBAN ARCHITECTS SUBCONSULTANT SERVICES

November 14, 2007

Fritz Kastner  
STEGEMAN + KASTNER, INC.  
2601 Ocean Park Boulevard, Suite 300  
Santa Monica, California 90405

Re: Canon/Santa Monica Property  
Feasibility/Conceptual study

Dear Fritz,

Thank you for coming to our offices to discuss the project for the City of Beverly Hills. We are intrigued by the opportunity to create fresh design for a southern California classic - retail first floor with 2 floors of offices on top - on this challenging site.

Jeffrey M. Kalban & Associates Architecture, Inc. proposes to provide you with architectural services in connection with the requested conceptual design studies. The total time frame for our work is 30 days. Deliverables would include floor plans and a diagrammatic section. We would work with William K. Koh, our structural engineer, to identify the most appropriate structural system for the building. Upon your general approval of the aforementioned, we will import the plans into our 3D modeling program. In this way, we can show the City views of the proposed building.

In order to do this work as efficiently as possible, we need to have the topographic survey of the site in AutoCAD format, and our structural engineer would appreciate having a geotech report for the site, or for sites adjacent or proximate to it.

Our services are for the architectural and structural work described above only. Cost estimating, mechanical, plumbing, and electrical design are NOT included. Our fee for the foregoing is proposed as follows.

Architect

Architectural Design - Floor Plans,	52 hours x \$175 = \$ 9,100.00
Section, 3D model	40 hours x \$100 = \$ 4,000.00
Total	\$13,100.00

Structural Engineer

Conceptual structural approach 12.66 hours x \$150 = \$ 1,900.00

Total Architect and Structural Engineer Fees: \$15,000

Our hourly rates are \$175.00 per hour for principals, \$135.00 per hour for Project Architects, and \$100 per hour for AutoCAD drafters/designers. The fee will be billed monthly based on actual hours worked. Bills are due and payable within 15 days of receipt. Reimbursable expenses shall include computer plotting and printing. Reimbursable expenses will not include the usual and ordinary expenses of an architectural practice.

All drawings, disks, and renderings shall remain the property of Jeffrey M. Kalban & Associates

Architecture, Inc. and shall be available to the client for reproduction at any time and for whatever purpose that he may desire, except that the client shall not use such drawings and models for any other structure or location than the one specified in this agreement.

We acknowledge that time shall be of the essence in the performance of our obligations under this agreement.,

If the above is acceptable to you, please sign one copy of this agreement and return it to our office as our authorization to proceed.

Sincerely,

JEFFREY M. KALBAN & ASSOCIATES ARCHITECTURE, INC

Jeffrey M. Kalban  
Jeffrey M. Kalban, AIA  
President

EXHIBIT B- 1

Schedule of Fees

**ORIGINAL AGREEMENT**

Fee:

As outlined in Exhibit A, Consultant shall perform this work in coordination with Keyser Marston Associates. Consultant's fee includes the cost of the Architectural Services provided by Jeffrey M. Kalban and Associates ("JMKA") as a reimbursable expense without markup.

Summary:

JMKA Fees per proposal

attached as Attachment 1 to Exhibit A:	Not to exceed \$15,000.00
Consultant Fee (includes reimbursable expenses)	Not to exceed \$10,000.00

Reimbursable Expense (at actual cost) for mileage, printing and other expenses reasonably incurred in the performance of the Agreement are included in the total fee:

Total Not to Exceed	\$25,000.00
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**AMENDMENT NO. 1**

Fee:

As outlined in Exhibit A, Consultant shall perform the above services from project start through the City Council approval (May 2009) for the following fee:

Fees for services from commencement through February 28, 2009:	Not to exceed \$4,000.00
Fees for services from March 1, 2009 through May 31, 2009:	Not to exceed \$20,000.00

Reimbursable Expense (at actual cost) for mileage, printing and other expenses reasonably incurred in the performance of the Agreement are included in the total fee:

Total Fee for Amendment No. 1:	Not to exceed \$24,000.00
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**AMENDMENT NO. 2**

Fee:

As outlined in Exhibit A, Consultant shall perform the Amendment No. 2 services through the Design Services Phase based on hourly rates specified herein for the following fee:

Fees for services from January 2010 through April 2010: Not to exceed \$50,000.00

Reimbursable Expenses (at actual cost) for mileage, printing and other expenses reasonably incurred in the performance of the Agreement are included in the total fee.

Total Fee for Amendment No. 2: Not to exceed \$50,000.00

**Total not to exceed amount of Agreement and Amendments No. 1 & No. 2: \$99,000.00**

**AMENDMENT NO. 3**

Fee:

As outlined in Exhibit A, Consultant shall perform the above services through the agency review, bidding and award of construction contract phase based on hourly rates specified herein for the following fee:

Fees for services from April 2010 through August 2010 for construction documents phase Not to exceed \$32,000.00

Fees for services from August 2010 through December 2010 for agency review, bidding and award of construction contract phase Not to exceed \$72,000.00

Reimbursable Expense (at actual cost) for mileage, printing and other expenses reasonably incurred in the performance of the Agreement are included in the total fee:

Total Fee for Amendment No. 3: Not to exceed \$104,000.00

**Total not to exceed amount of Agreement and Amendments #1, #2 & #3: \$203,000.00**

Standard Rate Schedule

The following standard rate schedule for compensation under this Agreement is valid for the current calendar year, effective January 1, 2010, and is subject to revision on an annual basis upon thirty (30) days' written notice to City.

<u>Positions</u>	<u>Hourly Rates</u>
Principal	\$216.00
Project Executive	\$196.00
Senior Project Manager	\$180.00
Project Manager	\$170.00
Assistant Project Manager	\$150.00
Project Engineer	\$98.00
Project Management Assistant	\$75.00

AMENDMENT NO. 4

Fee:

As outlined in Exhibit A, Consultant shall perform the above services consisting of construction administration and closeout for the Shell & Core of the project based on hourly rates specified herein for the following fee:

Construction/Tenant Build-out not to exceed Eighty Eight Thousand Dollars (\$88,000.00).

In the event the City authorizes in writing Contingency services for unforeseen conditions not included as part of the services described herein, the payment shall be based on the hourly rates in Exhibit B-1, but shall not exceed Twenty-nine Thousand Dollars (\$29,000.00). This amount shall be in addition to that indicated in the previous paragraphs.

Total not to exceed amount of Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 is Three Hundred Twenty Thousand Dollars (\$320,000.00).