



AGENDA REPORT

Meeting Date: December 21, 2010
Item Number: F-13
To: Honorable Mayor & City Council
From: Alan Schneider, Director of Project Administration
Allen Rubenstein, Project Manager *ARR*
Subject: APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND INTERNATIONAL PARKING DESIGN, INC. FOR CONSULTANT SERVICES RELATED TO THE PARKING STRUCTURE LOCATED AT 455 NORTH CRESCENT DRIVE; AND
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$165,000 TO INTERNATIONAL PARKING DESIGN, INC. FOR THESE SERVICES
Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the "City Council move to approve Amendment No. 3 to the agreement with International Parking Design, Inc. (IPD) for consulting design services related to the 455 North Crescent Drive Parking Structure", and approve a Change Purchase Order in the amount of \$165,000 for architectural and engineering design and construction administration services. The total compensation under this amendment is comprised of a fee of \$90,000 and an additional \$75,000 for contingencies and reimbursable expenses.

INTRODUCTION

The City engaged IPD to design the subterranean parking structure under North Crescent Drive and the City Hall lawn between Santa Monica Boulevards North and South. In order to meet the schedule, construction began before all elements of the project design were completed. From time to time this phasing resulted in several unanticipated issues that required additional design services, both during the approval process and as the construction progressed. These have exceeded the contingencies in the existing contract.

DISCUSSION

The conceptual studies for the Crescent Garage commenced on March 4, 2008, and the City Council authorization to proceed with the design of the existing structure was approved on January 6, 2009. The initial approach of two construction contracts consisting of first relocating the existing utilities and the constructing the garage was subsequently changed to four construction contracts to accelerate the project. This allowed excavation and shoring to begin before the documents were fully completed and permitted.

Scope changes included the plans for the Annenberg Pavilion (the enclosure for the elevators and escalator near the Post Office) were revised in close coordination with the Annenberg Center. The City Pavilion (the elevator and stair enclosure in the City Hall lawn) was also modified after discussions with the Architectural Commission and the Historic Consultant. Numerous technological and operational upgrades were also incorporated in to the project. These included adding flat screen monitors, automatic car counting floor monitors, charging stations for electric cars, and equipment upgrades that incorporate currently available technology.

Other studies were undertaken by the architect at the City's direction were not ultimately approved for construction, including the possibility of an additional means of City Hall access, and the possibility of eliminating a garage floor.

FISCAL IMPACT

The design changes exceed the available contingency and IPD requires additional architectural & engineering funding.

	<u>Fee</u>	<u>Reimbursement</u>	<u>Contingency</u>	<u>Total</u>
Initial Contract	\$112,000	\$10,000	\$25,000	\$147,000
Amendment #1	\$1,771,400	\$35,000	\$25,000	\$1,831,400
Amendment #2	\$24,500		\$25,500	\$50,000
Amendment #3	<u>\$90,000</u>	<u> </u>	<u>\$75,000</u>	<u>\$165,000</u>
Total	\$1,997,900	\$45,000	\$150,000	\$2,193,400

The total fee and contingency represents approximately 5.3% of the estimated construction cost. This is well within the architectural/engineering fee for similar complex projects.

It should be noted that no increase in the construction cost is anticipated; the project is currently under budget.

Funding for this agreement has been allocated from the Fiscal Year 2010-11 Capital Improvement Program (CIP) budget, project #897



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

Attachment 1

AMENDMENT NO. 3 TO AN AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND INTERNATIONAL
PARKING DESIGN, INC. FOR CONSULTANT SERVICES
RELATED TO THE PARKING STRUCTURE LOCATED
AT 455 NORTH CRESCENT DRIVE

NAME OF CONSULTANT: International Parking Design, Inc.

CONSULTANT'S DESIGNATED
REPRESENTATIVE: Clifford E. Smith, President

CONSULTANT'S ADDRESS: 14144 Ventura Blvd., Suite 100
Sherman Oaks, California 91423

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

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

COMMENCEMENT DATE: Upon receipt of Notice to Proceed

COMPLETION DATE: Upon final acceptance by the City Council
or the City's Designated Representative but no later
than June 30, 2012

COMPENSATION: Original Agreement: Professional fees not to exceed
\$112,000 based on the rates set forth in Exhibit B;
Contingency not to exceed \$25,000 as more fully
described in Exhibit B; Reimbursable expenses not to
exceed \$10,000 as described in Exhibit D;
Total compensation, including Professional Fees,
Contingency and Reimbursable Expenses, not to
exceed \$147,000.

Amendment No. 1: Professional fees not to exceed
\$1,771,400 based on the rates set forth in Exhibit B;

Contingency not to exceed \$25,000 as more fully described in Exhibit B; Reimbursable expenses not to exceed \$35,000 as described in Exhibit D; Total compensation for Amendment No. 1 including Professional Fees, Contingency and Reimbursable Expenses not to exceed \$1,831,400; Total amended compensation, including Professional Fees, Contingency and Reimbursable Expenses for Original Agreement and Amendment No. 1 not to exceed \$1,978,400

Amendment No. 2: Professional Fees not to exceed \$24,500 based on the rates set forth in Exhibit B; Contingency not to exceed \$25,500 as more fully described in Exhibit B; Total compensation for Amendment No. 2, including Professional Fees and Contingency not to exceed \$50,000; Total amended compensation, including Professional Fees, Contingency, and Reimbursable Expenses for Original Agreement, Amendment Nos. 1 and 2 not to exceed \$2,028,400

Amendment No. 3: Professional Fees not to exceed \$90,000 based on rates set forth in Exhibit B; Contingency not to exceed \$75,000 as more fully described in Exhibit B; Total compensation for Amendment No. 3, including Professional Fees and Contingency not to exceed \$165,000; Total amended compensation for Professional Fees, Contingency and Reimbursable Expenses for Original Agreement, Amendment Nos. 1, 2 and 3 not to exceed \$2,193,400

AMENDMENT NO. 3 TO AN AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND INTERNATIONAL
PARKING DESIGN, INC. FOR CONSULTANT SERVICES
RELATED TO THE PARKING STRUCTURE LOCATED
AT 455 NORTH CRESCENT DRIVE

This Amendment No. 3 is to that Agreement between the City of Beverly Hills, a municipal corporation ("City"), and International Parking Design, Inc. (hereinafter called, "Consultant") dated March 4, 2008 and identified as Contract No. 58-08, as amended by Amendment No. 1 dated January 22, 2009 and identified as Contract No. 25-09 and Amendment No. 2 dated December 14, 2009 and identified as Contract No. 479-09. ("Agreement").

R E C I T A L S

- A. City entered into an agreement with Consultant that, in part, requires Consultant to design a three-level subterranean parking structure under the west City Hall lawn and Crescent Drive, and design the landscape and hardscape above the structure, including Crescent Drive.
- B. City previously expanded the scope of services to include the area on the north side of City Hall to Rexford Drive, and the area adjacent to the southerly wing of City Hall.
- C. City now desires to modify the Agreement to redesign certain Project elements of the Scope of Services, and increase the Compensation for such additional services.

NOW, THEREFORE, the parties agree as follows:

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

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

Section 3. Exhibit B, Fee and Payment Terms, shall be amended as attached hereto and incorporated herein.

Section 4. Except as specifically amended by Section 1 of Amendment No. 1 and this Amendment No. 3, the Agreement dated March 4, 2008 and identified as Contract No. 58-08, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____, 20____, at Beverly Hills, California.

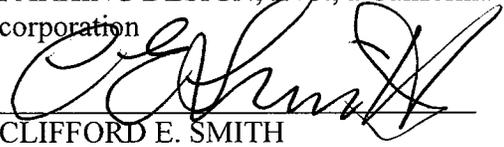
City: CITY OF BEVERLY HILLS, a
municipal corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE (SEAL)
City Clerk

Consultant: INTERNATIONAL
PARKING DESIGN, INC., a California
corporation



CLIFFORD E. SMITH
President



GENE LEVERT
Chief Financial Officer

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works &
Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

ORIGINAL AGREEMENT

ARTICLE 1.1 GENERAL RESPONSIBILITIES

1.1.1 A schedule for the development and construction of the Project, including a schedule for the performance of Consultant's services, is attached hereto as Schedule 1. Any adjustments to the Consultant's schedule shall be of no force and effect unless such adjustments are agreed to in writing by City or are delays in the Consultant's performance caused for reasons beyond the control of Consultant.

ARTICLE 1.2 CHANGES IN CONSULTANT'S SERVICES

1.2.1 Changes in services of the Consultant, including services required of the Consultant's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, provided that changes in the services required of the Consultant are initiated by City, would entitle the Consultant to an adjustment in compensation, and Consultant obtains City's prior written authorization for an adjustment in compensation in each instance. Such adjustment in compensation shall be made by mutual agreement of the parties.

ARTICLE 2.1 PROJECT ADMINISTRATION

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

2.1.2 Upon written request of City, the Consultant shall prepare for City's and City's Designated Representative's review and approval, an update of the Consultant's portion of the progress schedule attached hereto as Schedule 1 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 Schedule 1.

2.1.3 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.

2.1.4 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.

2.1.5 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.

2.1.6 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.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

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

2.1.7.2 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.

2.1.7.3 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.

2.1.7.4 If bidding or negotiation has not commenced within ninety (90) days after the Consultant submits the Construction Documents to the City, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

ARTICLE 2.2 PRELIMINARY EVALUATIONS AND PLANNING SERVICES

2.2.1 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.

2.2.2 The Consultant shall provide a preliminary evaluation of the City's site for the Project based on the information provided by the City of site conditions, and the City's program, schedule and budget for the Cost of the Work.

2.2.3 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 2.3 DESIGN SERVICES

2.3.1 A description of the desired Project background and additional scope is attached hereto as Schedule 2. The Consultant's design services shall include design of such Project building elements and all structural, mechanical and electrical engineering services relating thereto.

2.3.1.1 In addition to the foregoing, design services shall also include all interior architectural services (excluding the retail or office spaces), plumbing, engineering, HVAC engineering, fire alarm and detection systems engineering (including fire sprinklers performance specifications and coordination with the local Fire Department). Title 24 requirements, acoustical engineering, elevators specifications, parking structure design, landscape design, lighting design, design of conduit for customary low voltage electrical systems (e.g., telephone/security/audio-visual and similar systems) roofing/waterproofing design and as required by code, exterior and interior signage services (including graphics) in connection with the complete design of the Project.

2.3.1.2 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.

2.3.1.3 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 Development and Construction Documents phases (i.e., the City may authorize or instruct the Consultant to proceed into a phase prior to completion of the preceding phase, and that the Consultant may be providing services in more than one phase of the Project concurrently).

2.3.2 PART ONE OF SCHEMATIC DESIGN DOCUMENTS

2.3.2.1 The Consultant shall provide Part One of Schematic Design Documents ("Part One of the Schematic 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. Part One of the Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Consultant's option, Part One of the Schematic 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.

2.3.2.2 The Consultant's services shall include finished interior design services, [except that any contemplated tenant spaces shall not include finished interior design services]. Part One of the Schematic Design Documents will include, without limitation, schematic floor plans; site plans; building elevations; typical building sections; and outline description of building systems and materials. Part One of the Schematic Design Documents regarding interior architecture will include, without limitation, space plans; preliminary colors and materials; and preliminary lighting and electrical plans. Part One of the Schematic Design Documents shall be prepared in sufficient detail for submission of completed applications for approval of Part One of the Schematic Design Documents to all applicable governmental agencies. Consultant shall schedule periodic meetings, consistent with the stage of the Project, necessary for City's review and approval of Part One of the Schematic Design Documents, which shall be attended by the Consultant at the request of City.

2.3.2.3 Project background and additional scope are indicated in Schedule 2 of Exhibit A.

AMENDMENT NO. 1

2.3.3 The Consultant shall provide services consisting of the following phases:

- Utility Relocation Phase
- Part Two Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- Bid Phase
- Construction Administration Phase

2.3.3.1 The Consultant's services shall include all architectural, structural, mechanical, electrical, shoring, civil engineering (including wet utility relocation), landscape design, waterproofing consulting and specifications for the Project.

2.3.3.2 Additional project background and additional scope are described in Schedule 2 of Exhibit A.

AMENDMENT NO. 2

The Scope of Services shall be expanded to include the hardscape, landscape, lighting, irrigation, and all other necessary elements for a complete design for the north lot to Rexford Drive generally conforming to design sketch 3A, and the area from the south wing of City Hall to the plaza

AMENDMENT NO. 3

The Scope of Services shall be expanded to include the redesign of the City and the Annenberg Pavilions to include the Architectural Commission and the Historic Architect's requirements, the additional garage equipment including the automatic car counters on the B-1 level, the electric car chargers, the redesign of the lighting system to provide three lighting levels, and miscellaneous details associated with the above.

SCHEDULE 1 TO EXHIBIT A

Progress Schedule

ORIGINAL AGREEMENT

Each task shall be completed in the time specified. Time gaps, estimated from one to two weeks, between tasks are for City review of prior work.

- Task 1. Commence upon written receipt of notice to proceed and complete in two weeks
- Task 2. Commence upon receipt of notice to proceed and complete in five weeks
- Task 3. Commence upon receipt of notice to proceed and complete in eight weeks
- Task 4. Commence upon receipt of notice to proceed and complete in three weeks

AMENDMENT NO. 1

Utility Relocation Phase

Commence upon written receipt of notice to proceed and complete the Schematic Design in four weeks, Design Development in six weeks and that Construction Documents in six weeks. Each of these phases will be followed by a one week City review period.

Part Two Schematic Design Phase

Commence upon receipt of notice to proceed and complete in six weeks followed by a one week review period for the City and other involved parties.

Design Development Phase

Commence upon receipt of notice to proceed and complete in eight weeks with one additional week for City review.

Construction Documents Phase

Commence upon receipt of notice to proceed and complete in fifteen weeks with one week for City review.

AMENDMENT NO. 2:

The services in Amendment No. 2 shall extend the schedule for the completion of the Construction Documents to November 16, 2009.

AMENDMENT NO. 3:

The services in Amendment No. 3 shall be completed prior to issuance of Bulletin 9, but not later than January 31, 2011.

SCHEDULE 2 TO EXHIBIT A

PROJECT BACKGROUND & ADDITIONAL SCOPE

ORIGINAL AGREEMENT

Background

The City desires to provide parking for the business commercial triangle and for the Annenberg Cultural Center to be located in and contiguous to the historic Post Office. A number of solutions have been considered and the concept that has the most net benefits is a two or three level subterranean structure under North Crescent Drive and the west City Hall lawn between Santa Monica Boulevard North and South.

With two levels the structure will contain approximately 300 spaces. If three levels are constructed the parking count will be approximately 450 spaces. Public entry and exit ramps and a single lane valet entry and exit ramp will be provided.

The Project will require the relocation of existing utilities and the reconstruction of the street, street furniture and appurtenances, the lawn, landscaping, and steps, and the addition of the Parking Structure stairs, mechanical devices, elevators, and similar elements.

A major component is the proposed contiguous Annenberg Cultural Center that will be simultaneously under design, and will require close, coordinated and partially integrated design elements, as well as construction sequencing and cooperation.

This scope is for Phase I Schematic Design and is focused on providing sufficient aesthetic and technical design for preliminary decisions to be made. Phase Two Schematic Design will include additional architectural design, structural, mechanical, plumbing, electrical, shoring and civil engineering outline specifications and cost estimating

The Phase I Schematic Design shall be provided in four tasks, each with separate scope, deliverables, fee, and schedule. The task schedule is delineated in Schedule 1 of Exhibit A, and the task fees are shown in Exhibit B. The scope and deliverables are as follows:

Task 1 - Criteria and Questions

1. Develop a comprehensive list of criteria and outstanding questions to be answered for the project to proceed logically. This list shall include, but not be limited to the following:
 - Possible modification of streets over and adjacent to the site and the ramifications thereof
 - Traffic analysis
 - Possible vehicular entrance and exit points for the parking structure
 - Features that will enhance the use of the area between City Hall and the Annenberg Cultural Center for ceremonial and other special occasions
 - Means of closing Crescent Drive for special functions
 - Stall and drive aisle size

- Valet parking operations
 - Revenue control systems
 - Factors affecting pedestrian traffic movement during theatrical performances, day-to-day use of the structure, and use of the structure during peak shopping periods
 - Landscaping issues, such as tree removal or transplanting
 - Utility relocation
 - Depth of construction and horizontal limits of construction
 - Possible subterranean connections to City hall, and the Annenberg Center
2. Organize the above criteria and questions into categories based on the decision making process, indicating the factors that may enter into those decisions, and how the information to make those decisions may be obtained.
 3. Indicate those criteria that appear to be determined, and simply need confirmation or clarification. If options are available, they will be listed.
 4. The deliverables for this task is twelve copies of a Report, in 8 1/2 x 11 formats, providing a comprehensive list of all questions and criteria.
 5. The schedule for this task shall be in accordance with Schedule 1 to Exhibit A

The fee for this task is indicated in Exhibit B

Task 2 - Option Development

1. Use the answers to questions and the criteria developed in Task 1, to develop a variety of options for the site, including, but not limited to, the conceptual designs previously considered. At this point, the options will focus on the overall size and shape of the parking structure, its relationship to and impact upon the surrounding streets, and possible methods of replacing Crescent Drive while improving the area between City Hall and the Annenberg Cultural Center.
2. Interact with the City and other stake-holders to obtain all necessary information
3. Coordinate Option development with Annenberg Cultural Center Architect and Landscape Architect.
4. Organize the Options into a matrix, listing the salient characteristics of each and their advantages and disadvantages, for ease of comparison.
5. The deliverables for this task is twelve copies of a report, in 11 x 17 format, with a written description of each Option, with floor plans and building sections, as well as the comparison matrix.
6. The schedule for this task shall be in accordance with Schedule 1 to Exhibit A

The fee for this task is indicated in Exhibit B

Task 3 - Option Design

1. Develop the City's preferred three Options in greater detail, including plans showing individual parking spaces, critical floor and ramp elevations, building and wall sections, street profile, and exterior elevations for all stairs, ramps, elevators, escalators, and duct shafts penetrating the surface.
2. Coordinate the Option Design with Annenberg Cultural Center Architect and Landscape Architect. Include a pedestrian pathway from the parking structure elevators to the corner of Canon and Little Santa Monica, and the valet drop-off and pickup area north of the Annenberg Cultural Center. The use of the area between City Hall and the Annenberg Cultural Center for ceremonial purposes will be included in the Design Options.
3. Surface landscaping shall be coordinated with the structure below, and basic Structural and Mechanical issues will be addressed.
4. Suggestions will be made regarding street paving, parking, lighting, signage and furniture, and necessary modifications along both Santa Monica Boulevard proper and Little Santa Monica will be shown.
5. Time frame for this phase of the work is anticipated to be 8 weeks
6. The deliverables for this task are One full set of colored presentation boards, 24" x 36", showing over-all Site Plan, Floor Plan for each level, Landscaping focal points, and primary Exterior Elevations. 4 sets of full-size plans, and 6 sets of half-size plans, and 12 copies of a written report.
7. The schedule for this task shall be in accordance with Schedule 1 to Exhibit A

The fee for this task is indicated in Exhibit B

Task 4 -Design Refinement

1. Respond to the City's comments, and modify the selected Option accordingly. Refine the plans and develop typical details of aesthetic elements where appropriate.
2. Should elements from different Options be desired in combination as part of the final plan, then they shall be incorporated in the final plan, insofar as is possible.
3. Coordinate the Option Design with Annenberg Cultural Center Architect and Landscape Architect as necessary. Modify the pedestrian pathway from the parking structure elevators to the corner of Canon and Little Santa Monica if necessary, and refine the valet drop-off and pickup area north of the Annenberg Cultural Center.

4. Review the plans with all appropriate City agencies, and include their comments in a written report.
5. Time frame for this phase of the work is anticipated to be 3 weeks.
6. The deliverables for this task is 4 sets of full-size plans, and 6 sets of half-size plans, and 12 copies of a written report.
7. The schedule for this task shall be in accordance with Schedule 1 to Exhibit A.

The fee for this task is indicated in Exhibit B

AMENDMENT NO. 1

Based on the approved Part One Schematic Design Phase work, the parking structure will consist of a two bay, three level subterranean parking structure below Crescent Drive and the City Hall lawn, providing approximately 475 spaces (including tandem spaces). There will be 2 separate Public entry/exit ramps. One entry/exit ramp will be located off of Santa Monica Boulevard South and the other one will be located off of North Crescent Drive adjacent to City Hall. Also, a single lane valet entry/exit ramp will be provided from the Annenberg Center Driveway down to the B2 Level of the Parking Structure.

As directed by the City, the project will be broken into two separate packages; a Utility Relocation Package and a Parking Structure Package. The Utility Relocation Package will run concurrently with the Parking Structure Package but with a shorter schedule. The objective of the shortened schedule for the Utility Relocation Package is to have the main wet utilities relocated prior to the beginning of construction of the Parking Structure.

Amendment No. 1 services are for the Part Two Schematic Design Phase through Construction Administration. These services shall be provided in five phases, following notice to proceed with each phase in writing, in conformity with the following description of services.

Utility Relocation Phase

During the Utility Relocation Phase, Consultant shall:

1. Review the impacts to the existing utilities impacted by the Parking Structure and provide an outline of those impacts.
2. Research utility as-built plans provided by the City and the respective utility companies affected.
3. Provide three sewer relocation alternatives for review by the City.
4. Reconstruct or relocate existing underground wet utilities (water and sewer) and coordination with the utility companies.

5. Provide construction documents of the utility relocation and submit them for City review and approvals.
6. Respond to any City plan check comments and make corrections as required.
7. Provide Bid review assistance.
8. Provide Construction Administration services.
9. Attend five meetings with the City.

The fee for this task is indicated in Exhibit B

Part Two Schematic Design Phase

During the Parking Structure Schematic Design Phase, Consultant shall:

1. Refine Schematic Drawings, based on the approved Part One Schematic Design drawings prepared by Consultant with comments incorporated from the City Council and various design review committees, illustrating appropriate floor areas (size, shapes and arrangements), critical floor and ramp elevations, building sections and selected wall sections. Plans shall include exterior elevations for all stairs, ramps, elevators, escalators, and duct shafts penetrating the surface based on the designs prepared by SPF Architecture.
2. Coordinate with the Annenberg Center for the Performing Arts (Annenberg) Architect, SPF in the design of all connections between the two structures, including the stairs, ramps, elevators, escalators, and duct shafts penetrating the surface.
3. Prepare Schematic Structural, Mechanical, Plumbing, Electrical, Civil and Landscape Drawings, illustrating proposed work.
4. Relocation and replacement of all street landscaping, streetscape, driveways, and signage will also be determined.
5. Consult with a shoring engineer to determine the most cost-effective method of shoring the required excavations and underpinning adjacent structures for this portion of the work. Coordination with the Annenberg project shoring will also be considered.
6. Consult with a waterproofing specialist to specify an appropriate waterproofing system over both vertical and horizontal surfaces, and at all penetrations of the parking structure envelope.
7. Provide Outline Specifications at the end of schematic design.
8. Prepare information for review by the regulatory agencies as needed.

9. Attend six meetings with the City or other involved parties during this phase of the work.

The fee for this task is indicated in Exhibit B

Design Development Phase

During the Design Development (DD) Phase, Consultant shall:

1. Continue preparation of CADD drawings illustrating in detail the floor area relationships, layout of parking spaces, space and aisle dimensions, and provide specific floor elevations at each beam and column intersection to insure proper drainage, ramp slopes and locations of floor drains. Provide elevations and sections addressing the architectural, structural, mechanical, plumbing, and electrical design aspects.
2. Develop large scale entry/exit control lane drawings and access and revenue control system.
3. Develop directional and regulatory signage for vehicular and pedestrian traffic, including color-coding, and parking area designations to assist patrons in getting from their parked vehicle to their destination, and in returning to their vehicle.
4. Prepare DD Structural, Mechanical, Plumbing, Electrical, Civil and Landscape Drawings.
5. Provide preliminary concept shoring design for the various locations and conditions on the site. Coordination with the Waterproofing Consultant will occur to help provide an optimal shoring design with an optimal waterproofing design.
6. Provide preliminary waterproofing concept and details. Coordination with the Shoring Consultant will occur to help provide an optimal waterproofing design and compatibility with the shoring design.
7. Submit the above for City review and approval at 100% DD completion, and obtain written approval from City for any substantial deviations from the approved Schematic Design.
8. Attend four meetings with the City during this phase of the work.

The fee for this task is indicated in Exhibit B

Construction Documents Phase

During the Construction Documents Phase, Consultant shall:

1. Complete the architectural, structural, mechanical, plumbing, electrical, Contract Document Drawings, Computations, and Specifications in accordance with approved Design Development Plans and Specifications, except for any modifications authorized in writing by City.

2. Submit the Contract Document Drawings and Specifications to City and the appropriate regulatory agencies.
3. Review architectural, structural, mechanical, plumbing, electrical, landscape, shoring and other design drawings and specifications for proper coordination to avoid conflicting features of construction or installation.
4. Three meetings with the City have been included in this phase of the work.

The fee for this task is indicated in Exhibit B

Bid Phase

During the Bid Phase, Consultant shall:

1. Attend the pre-bid meeting and answer questions as may be required.
2. Interpret the plans and provide addenda as necessary during the bidding period.

The fee for this task is indicated in Exhibit B

Construction Administration Phase

During the Construction Administration Phase, Consultant shall:

1. Attend the pre-construction meeting.
2. Make periodic visits to the project to become generally familiar with the progress of the project and its general compliance with Contract Documents.
3. Attend project meetings during the course of construction. It is anticipated that these meetings will occur every two weeks during construction.
4. Interpret the Contract Documents and furnish any clarification drawings and other documentation required, should the contractor have questions.
5. Analyze prior quotations received from the contractor for proposed change orders and advise City as to the acceptability of same.
6. Authorize necessary addition or deletion of items of work covered by change orders in the Construction Contract when determined to be necessary and approved by City.
7. Review shop drawings, product data and samples required of the contractor by the Contract Documents.
8. Approve materials samples for color and finish per specifications.

9. Review and advise City as to the acceptability of substitutions proposed by the contractor.
10. Make recommendations to you to reject work which Consultant finds nonconforming.
11. Examine and approve applications for payment submitted by the contractor.
12. Participate in the final acceptance inspections of the project and advise City as to the acceptability of work performed by the contractor.
13. Deliver to City the written guarantees, operating and maintenance instruction books, diagrams, and charts required by Contract Documents and assembled by the contractor.

The fee for this task is indicated in Exhibit B

AMENDMENT NO. 2

1. Expand the hardscape and landscape, irrigation system, drainage, lighting, and walks to include:
 - a. The area surrounding the north lot and extending to Rexford Drive and under the City Hall bridge
 - b. The area between the southerly wing of City Hall and the Palm Court
2. Redesign the north lot to conform to the parking and landscape plan 3A.

EXHIBIT B

FEE & 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 and Twelve Thousand Dollars (\$112,000) as further described below.

B. Consultant shall provide City with monthly invoices in a form acceptable to the City for services performed. Such invoices shall describe in detail the 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 forty-five (45) days.

C. The fee shall be paid in proportion to the percent complete per task. However, in no event shall Consultant be paid more than the following for each completed task:

Task 1	\$10,000
Task 2	\$24,000
Task 3	\$60,000
Task 4	<u>\$18,000</u>
Total	\$112,000

D. The components of the fee were provided by the Consultant and are for reference only.

Architecture	\$50,000
Structural Engineering	5,000
Mechanical, Plumbing, Electrical Eng'g	5,000
Civil Engineering	5,000
Landscape Architecture	15,000
Design Architect	32,000
Shoring	n/a
Waterproofing	<u>n/a</u>
Total	\$112,000

E. 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 B-1 or a lump sum as may be mutually agreed, but shall not exceed Twenty Five Thousand Dollars (\$25,000). This amount shall be in addition to that indicated in the previous paragraphs.

F. 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 percentage complete of the tasks then in progress and the payment per task provided in the paragraph C of this Exhibit. In no event shall the amount of money and time paid under this Exhibit exceed the

amount which would be paid Consultant for the full performance of the services required by this Agreement.

AMENDMENT NO. 1

A. City shall compensate Consultant for the satisfactory performance of services described in this Amendment No. 1 an amount not to exceed One Million Seven Hundred Seventy-one Thousand Four Hundred Dollars (\$1,771,400) as further described below.

B. Consultant shall provide City with monthly invoices in a form acceptable to the City for services performed. Such invoices shall describe in detail the 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 forty-five (45) days.

C. The fee shall be paid in proportion to the percent complete per task.

D. The components of the fee were provided by the Consultant and are for reference only.

Utility Relocation Package

<u>Civil</u>	
Schematic Design Phase II	\$3,920
Design Development	\$14,650
Construction Documents	\$24,990
Bid	\$660
<u>Construction Administration</u>	<u>\$3,460</u>
Total	\$47,680

Parking Structure Package

<u>Schematic Design Phase II</u>	
Architectural	\$15,300
Architectural	\$50,000
Structural	\$53,000
MEP	\$16,800
Civil	\$7,890
Landscape	\$16,600
Waterproofing Consultant	\$2,050
<u>Shoring Engineer</u>	<u>\$6,500</u>
Total	\$168,140

<u>Design Development Phase</u>	
Architectural	\$135,000
Structural	\$88,500
MEP	\$16,350
Civil	\$20,390
Landscape	\$28,500

Waterproofing Consultant	\$2,825
<u>Shoring Engineer</u>	<u>\$8,900</u>
Total	\$300,465

Construction Documents Phase

Architectural	\$360,000
Structural	\$221,000
MEP	\$43,600
Civil	\$42,880
Landscape	\$57,000
Waterproofing Consultant	\$12,450
<u>Shoring Engineer</u>	<u>\$41,800</u>
Total	\$778,730

Bidding Phase

Architectural	\$45,000
Structural	\$24,500
MEP	\$5,450
Civil	\$1,100
Landscape	\$4,236
Waterproofing Consultant	\$875
<u>Shoring Engineer</u>	<u>\$3,024</u>
Total	\$84,185

Construction Administration Phase

Architectural	\$180,000
Structural	\$98,000
MEP	\$21,800
Civil	\$6,500
Landscape	\$32,000
Waterproofing Consultant	\$16,500
<u>Shoring Engineer</u>	<u>\$7,400</u>
Total	\$362,200

Landscape & Site Lighting Design **\$30,000**

Total **\$1,771,400**

AMENDMENT NO. 2

The Fee and Contingency shall be amended as follows:

Fee	
Original Agreement, Amendment No. 1	\$1,883,400.00
Amendment No. 2	\$24,500.00
Total Fee:	<hr/> \$1,907,900.00
 Contingency	
Original Agreement & Amendment No. 1	\$50,000.00
Amendment No. 3:	\$25,500.00
Total Contingency:	<hr/> \$75,500.00
Total Fee & Contingency:	\$1,983,400.00

AMENDMENT NO. 3:

The Professional Fees and Contingency shall be amended as follows:

Professional Fees not to exceed:	
Original Agreement, Amendment Nos. 1 and 2:	\$1,907,900.00
Amendment No. 3:	\$90,000.00
Total Fee:	<hr/> \$1,997,900.00
 Contingency not to exceed:	
Original Agreement & Amendment Nos. 1 & 2:	\$75,500.00
Amendment No. 3:	\$75,000.00
Total Contingency:	<hr/> \$150,500.00
Total Reimbursable Expenses from Original Agreement and Amendment Nos. 1, 2 and 3:	\$45,000.00
Total of Original Agreement & Amendment Nos. 1, 2 & 3 Including Professional Fees, Contingency & Reimbursable Expenses:	\$2,193,400.00

SUMMARY OF FEE & PAYMENT TERMS

	Professional Fees	Contingency	Reimbursable Expenses	Subtotals
Original Agreement	\$112,000	\$25,000	\$10,000	\$147,000
Amendment No. 1	\$1,771,400	\$25,000	\$35,000	\$1,831,400
Amendment No. 2	\$24,500	\$25,500		\$50,000
Amendment No. 3	\$90,000	\$75,000		\$165,000
Subtotals:	\$1,997,900	\$150,500	\$45,000	

TOTAL: \$2,193.400