



AGENDA REPORT

Meeting Date: November 15, 2011

Item Number: G-8

To: Honorable Mayor & City Council

From: Alan Schneider, Director of Project Administration
Donielle Kahikina, Associate Project Manager

Subject: APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH C.W. DRIVER FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE PUBLIC WORKS WAREHOUSE AND SHOPS; AND
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$694,765

Attachments: Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve the "Amendment No. 1 to the Agreement between the City of Beverly Hills and C.W. Driver for Construction Management Services related to the Public Works Warehouse and Shops"; and approval of a change purchase order in the amount of \$619,765 for these services and a contingency of \$75,000 for a total not to exceed amount of \$694,765.

INTRODUCTION

On September 20, 2011, the City Council approved an agreement with RTK Architects, Inc. (RTK) for consulting architectural and engineering services related to the development of the Public Works Warehouse/Shops and Site Improvements project at 9357 W. Third Street.

The proposed facility is intended to provide for efficient storage of interior and exterior materials used by the City's Public Works & Transportation Department. It replaces over 60,000 square feet of warehouse and shops that were previously located on the corner of Foothill Road and Third St. The proposed contract is for construction management services to provide cost effective project delivery for the construction of this facility.

DISCUSSION

Project Description

The proposed project consists of a 3-story, 20,000 square foot Public Works warehouse and shops facility and exterior yard to be located at 9357 W. Third Street, on the City's former refuse transfer site.

The proposed structure has a basement warehouse, a ground floor of technical trade shops, and a second floor that will provide the Public Works Department Emergency Operations Center, the storage of Engineering plans and documents, offices, and unassigned future space for City uses. A tunnel connecting basement of the new facility to existing parking structure subterranean level B-2 is also proposed to provide secondary access to emergency supplies.

Project Delivery Method

Staff proposes to contract for this project using the Construction Manager Multi Prime (CMMP) delivery method to assure constructability of components, that the facility being planned is cost effective, built on schedule and of the highest quality.

In this method the Construction Manager (CM) is a consultant to the City who is engaged early in the design process to review the plans and specifications as they are being developed, provide value engineering, provide detailed cost estimating, pre-qualify trade subcontractors, prepare schedules, and bid the trades.

The Construction Manager will also prepare and coordinate all bid packages required to build the project, which is similar to the Design-Bid-Build method. Rather than subcontractors bidding to and selected by the general contractor, each package of trades pursuant to Public Contracting Code is bid by the City to pre-qualified subcontractors. These contracts are held by the City and managed by the Construction Manager.

This type of delivery method is widely used by other municipalities, and other public agencies. In many ways this process mirrors the delivery method for the Crescent garage project, which has met its schedule and is significantly under budget.

Some of the advantages of the CMMP method are:

- The Construction Manager “partners” with the design team and provides input during in the design process.
- The process allows the trades to be limited to prequalified bidders, and results in the selection of the lowest bidder in each trade.
- The Construction Manager provides periodic cost estimates during design, and the City can authorize rebidding of portions of the work if over budget. The CM shall suggest value engineering methods to reduce the construction cost as necessary.

Construction Manager Selection

The Construction Manager selection process used a request for proposal issued to twelve highly reputable firms, many who have bid on City projects over the past years. Five firms responded with detailed information on their fee, preconstruction services, general conditions, insurance and bonding, personnel experience, firm experience, construction time and similar items. Staff narrowed the group to three firms that included C.W. Driver, W.E. O’Neil, and Bernards.

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The Construction Manager finalists were interviewed and then competed on the basis of best value. A summary of the major business points that were considered in the process are:

	C.W. Driver	Bernards	W.E. O'Neil
Project Construction Time	10 mo	18 mo	12 mo
Project Closeout	1 mo	0 mo	2 mo
Total Completion Time	11 mo	18 mo	14 mo
Preconstruction Fee	\$30,775	\$20,000	\$155,427
Construction Fee	\$566,878	\$608,282	\$899,195
Closeout Fee	\$52,887	\$27,000	included
Total Fee	\$650,540	\$655,282	\$1,044,622

After careful evaluation of the business points, staff recommended the selection of C.W. Driver as the Construction Manager. They presented the best combination of fee, construction experience, and a highly qualified team. Their CMMP experience includes eleven public projects, and numerous other municipal buildings such as the recently completed Laguna Niguel City Hall and a wide range of other facilities.

Preconstruction Services

A key function of the construction manager is during the design phases of the Architect's services. Their contributions early in the design process provide the greatest opportunity for cost savings and to ensure the project plans and specifications are complete with virtually no errors and omissions.

In order to achieve this value an agreement with C.W. Driver in the amount of \$30,775 has been executed to provide preconstruction services, which include:

- Review of plans and specifications for constructability
- Value engineering
- Scheduling and cost estimating
- Prequalify the subcontractors
- Prepare and issue bid packages

FISCAL IMPACT

Funding for this agreement has been allocated from the fiscal year 11-12 Capital Improvement Program (CIP) budget, project #0894



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

Attachment 1

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND C.W. DRIVER, INC. FOR CONSTRUCTION
MANAGEMENT SERVICES RELATED TO THE PUBLIC WORKS
WAREHOUSE AND SHOPS

NAME OF CONSULTANT: C.W. Driver, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Brett Curry, Vice President of Operations

CONSULTANT'S ADDRESS: 468 N. Rosemead Boulevard
Pasadena, CA 91107
Attention: Brett Curry
Vice President of Operations

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

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: December 31, 2013

CONSIDERATION: Original Agreement
Not to exceed \$30,775.00, including all reimbursable
expenses and described in Exhibit B;

Total not to exceed \$30,775.00

Amendment No. 1
Not to exceed \$619,765, including all reimbursable
expenses and described in Exhibit B;

Contingency not to exceed \$75,000 as described in
Exhibit B;

Total of original Agreement and Amendment No. 1
not to exceed \$725,540.

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND C.W. DRIVER, INC. FOR CONSTRUCTION
MANAGEMENT SERVICES RELATED TO THE PUBLIC WORKS
WAREHOUSE AND SHOPS

This Amendment No. 1 is to the Agreement between the City of Beverly Hills (hereinafter called "CITY"), and C.W. Driver, Inc. (hereinafter called "CONSULTANT") dated November 3, 2011, and identified as Contract No. 439-11.

RECITALS

A. CITY entered into a written contract with CONSULTANT for preconstruction services related to the Public Works Warehouse and Shops Project to be located at 9357 West Third Street, Beverly Hills, as described in Exhibit A ("Project").

B. CITY desires to modify CONSULTANT's company name, amend the Agreement to change the Termination Date, increase the scope of services to include the construction and post-construction phases, and increase the Compensation for the additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's company name shall be modified from "C.W. Driver" to "C.W. Driver, Inc." as set forth above.

Section 2. The Termination Date shall be amended as set forth above.

Section 3. The Consideration shall be amended as set forth above.

Section 4. Exhibit A, "Scope of Work", shall be amended as attached hereto and incorporated herein.

Section 5. Exhibit A-2, "Progress Schedule", shall be attached to Exhibit A, as attached hereto and incorporated herein.

Section 6. Exhibit A-3, "Project Budget", shall be attached to Exhibit A, as attached hereto and incorporated herein.

Section 7. Exhibit A-4, "Construction Manager's Key Personnel", shall be attached to Exhibit A, as attached hereto and incorporated herein.

Section 8. Exhibit B, "Schedule of Payment and Rates", shall be amended as attached hereto and incorporated herein.

Section 9. Except as specifically amended by this Amendment No. 1, the original Agreement shall remain in full force and effect.

Section 10. CONSULTANT represents that it is qualified and able to perform the amended Scope of Work.

Section 11. Except as specifically amended by this Amendment No. 1, the Agreement dated November 3, 2011, and identified as Contract No. 439-11, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the _____ day of _____, 2011, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

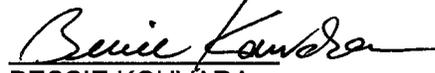
BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

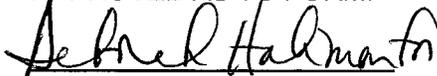
BYRON POPE
City Clerk

CONSULTANT: C.W. DRIVER, INC.


DANA ROBERTS
President/Chief Executive Officer


BESSIE KOUVARA
Chief Financial Officer

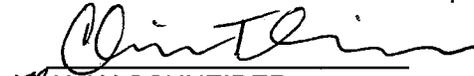
APPROVED AS TO FORM:


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 WORK

ORIGINAL AGREEMENT

CONSULTANT, under the general direction of the CITY's Project Manager ("Project Manager"), shall perform the following services in connection with the Project:

Scope of Work

The Project Manager selected by CITY shall have the authority to act as the "owner" of the Project on behalf of CITY's Director of Project Administration and shall provide general direction to CONSULTANT. CONSULTANT shall provide pre-construction estimating, cost control, value engineering, constructability, and document management control services for the Architect's Schematic, Design Development and Construction Document phases including, but not limited to, the following:

1. Review and evaluate Project designs (plans & specifications) during the design phases and advise on site use and improvements, selection of materials, building systems and equipment and methods of project delivery with the objective of assuring that the plans, when issued, will result in a cost-effective, minimum change order, and coordinated design that can be built on-time, on-schedule, and on-budget and that meets CITY's Project program. The desired goal is to foresee potential problems rather than solve them after the fact.
2. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the project, and factors relating to cost including, but not limited to, costs of alternate designs of materials, preliminary budgets and possible economics (value engineering) that could be achieved through alternate methods or substitutions.
3. Provide design support; constructability reviews; value engineering; review the constructability of the project and indicate omissions, and oversights, and make recommendations for improvements, and corrections.
4. Provide preliminary evaluation of the Project and prepare preliminary estimates of construction cost from Schematic Design based upon area, volume and other standards as applicable. Provide evaluation of the existing construction estimate prepared by CITY's consultant. Assist the Project Manager and the Architect in achieving mutually agreed-upon project budget requirements and other design parameters. Provide cost evaluations of alternative materials and systems.
5. Prepare for the Project Manager's approval a more detailed estimate of project Construction Cost developed by using estimating techniques which anticipate the various elements of the project, including all indirect costs, and which are based upon the Design Documents prepared by the Architect. Advise the Project Manager and the Architect if it appears that the construction costs may exceed the Project budget established by the Project Manager. Make recommendations for corrective action. CM

will also provide input to the Project Manager and Architect relative to value of construction, means and methods of construction, duration of construction of various building methods and constructability.

6. Prepare a Construction Management Plan for the Project ("Plan"), which will establish the general basis for the sequence of contracting for construction of the project and the attendant design effort required. It will also indicate the Project construction rationale and recommend the strategy for purchasing construction services, identify long lead items that may be bid early, and will contain the various bid packages for the Project and maintain the Master Project Schedule. The bid packages for minor trades shall be bundled, as required.

7. Provide for the Project Manager's review and acceptance, and periodically update, a project schedule that coordinates and integrates CONSULTANT's services, the Architect's services, the services of other pre-bid consultants, and CITY's responsibilities with anticipated construction durations, and key milestones comprising the Master Project Schedule. The Project construction schedule shall provide all major elements such as, critical path elements, phasing of construction times of commencement and completion required of each separate subcontractor to be incorporated into the Master Project Schedule. .

8. Coordinate all documents pertaining to the construction of the Project, including, but not limited to, plans and specifications, bid documents, construction contracts and general, supplementary and special conditions, scope of work summaries by consulting with the Project Manager and the Architect regarding plans and specifications as they are being prepared, and recommend alternative solutions whenever design details affect construction feasibility or ability to keep cost within the project budget and Master Project Schedule.

9. Develop the criteria and manage the process of pre-qualifying the subcontractors of the major trades.

10. Provide, through plan and specification review and value engineering, cost estimates at intervals no less frequent than at the end of Schematic Design, Design Development, and 50% Construction Document phases.

11. Prepare a sub-contractor pre-qualification procedure and the necessary documents, and conduct the prequalification process in sufficient time to coordinate with the construction schedule.

12. Review the drawings and specifications to provide that (a) the work of the separate contractors is coordinated; b) all requirements for the project have been assigned to the appropriate separate contract; and c) proper coordination has been provided for phased construction.

13. Advise on the most effective and efficient separation of the project into contracts for various categories of work. Each trade or category will be advertised, and bid by CONSULTANT following the Public Contract Code.

14. Review plans and specifications, and prepare and issue bid documents, working with the Project Manager and the Architect. Recommend bundling of bids where appropriate and provide information to bidders. CONSULTANT shall distribute all plan sets and specifications, bid documents, and addenda.

15. Assemble and distribute bid packages in coordination with the Architect; evaluate the bids and recommend the award.

16. Verify that all contracts for construction are advertised and competitively bid as required by the Public Contract Code and CITY policy, and coordinate with Architect and Project Manager regarding Invitation for Bids, General Conditions, Bid Forms, and Supplementary Instruction to Bidders, and other items to include in the contract for construction.

17. Conduct pre-bid conferences to familiarize bidders with bidding documents and management techniques and with any special project systems, materials or methods and assist the Architect with receipt and response to questions from prospective bidders, and with issuance of addenda.

18. Hold pre-bid conferences, under the direction of the Project Manager, with all bidders and pre-award conferences with successful bidders. CONSULTANT shall not be a bidder on any individual contract for construction of the project, nor shall CONSULTANT have any joint business interests with any bidder, such that such mutual business interest may in any way be construed as a representing a potential conflict of interest. CONSULTANT will assist the Project Manager and the Architect in preparing and placing notices and advertisements to solicit bids for the project.

19. Review bids, prepare bid summaries and make recommendations to CITY for award of construction contracts or rejection of bids. Generate and encourage bidder interest in the Project and provide assistance with such issues as bonding, insurance, and prevailing wages information.

20. Place both the Project legal advertisements and notify the appropriate plan room firms required by law or common practice. CONSULTANT shall provide prequalification requirements of the major trade contractors, conduct contractor outreach, surveys, and assessments, assist in reference checks, report on bidders, acceptability, and prepare written evaluations and recommendations.

21. CONSULTANT, upon direction of the Project Manager, shall issue the Notice of Award and the Notice to Proceed, on behalf of CITY. The subcontracts will be awarded by CITY.

AMENDMENT NO. 1

Construction & Post Construction Phases

CONSULTANT, in cooperation with the Architect, shall administer the contracts for Project construction under the direction of the Project Manager. CONSULTANT shall also provide the following additional services:

1. Provide administrative, management and related services as required to coordinate work of the contractors with each other and with the activities and responsibilities of CONSULTANT, the Project Manager and Architect, to complete the Project in accordance with CITY objectives for cost, time and quality.
2. Provide construction management and administration of subcontractors; construction observation; labor compliance oversight coordination of separately hired specialty consultants affiliated with the Project under contract with CITY; arrangement, coordination, and supervision of material testing and special inspection services; review of change orders and pay requests, and project close out services.
3. Provide sufficient organization, personnel and management to carry out the requirements of CONSULTANT Agreement.
4. Provide document quality control review, construction schedule preparation and evaluation, construction sequencing preparation and evaluation, cost estimating, construction oversight, and other construction administrative support.
5. Schedule and conduct construction and progress meetings at least weekly to discuss such matters as procedures, progress, issues, problems, and scheduling. Prepare and promptly distribute meeting agenda and minutes, and Project status reports.
6. Prepare and update the Master Project Schedule incorporating the activities of the all trade contractors on the Project, including activity sequence and duration, allocation of labor and materials, processing of the shop drawings, product data and samples, and delivery of products requiring long lead time procurement. Maintain the Master Schedule (actual vs. baseline).
7. Implement a process to achieve satisfactory performance from each of the subcontractors. Recommend courses of action to the Project Manager when requirements of a construction contract are not being fulfilled, and the non-performing party will not take satisfactory corrective action.
8. Maintain cost accounting records on authorized work performed under unit pricing costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
9. Recommend necessary or desirable changes to the Architect and the Project Manager and provide advice regarding such changes, implement change order procedures, review requests for changes, assist in negotiating contractor's proposals, submit recommendations to the Architect and the Project Manager, and if they are

accepted, prepare and sign change orders for the Architect's and subcontractor's signatures and Project Manager authorization.

10. Analyze claims for extension of time; prepare estimates based upon alleged cause of claims. CONSULTANT shall prepare and distribute change order reports on a monthly basis, or as required, throughout the Construction Phase. Such reports will provide information pertaining to proposed and executed change orders and their effect on the Construction Costs and Master Project Schedule.

11. Develop and implement procedures for the review and processing of applications for payment by contractors for progress and final payments. Make recommendations and provide advice to the Architect for certification to the Project Manager for payment

12. Verify that safety programs are developed by each of the contractors as required by the Contract Documents. CONSULTANT shall take necessary precautions for the safety of its employees, all construction contractors and others on the Project site and comply with the applicable safety laws and building codes to prevent accidents or injuries to person on, about or adjacent to the Project site.

13. Assist the Project Manager in selecting and retaining the professional services of surveyors, special consultants, and materials testing laboratories and coordinate their services as necessary during construction.

14. Determine that the work of each subcontractor is being performed in accordance with the requirements of the Contract Documents. Provide written recommendations regarding defects and deficiencies in the work.

15. Be responsible for overseeing subcontractors' in the implementation of the correct Project construction means, methods, techniques, sequences and procedures.

16. Consult with and advise the Architect and the Project Manager if any contractor requests interpretations of the meaning and intent of the drawings and/or the specifications for the Project, and shall assist in the resolution of questions which may arise.

17. Require and receive certificates of insurance from the subcontractors combined with advice as to the sufficiency of coverage.

18. Thoroughly review, analyze and investigate each subcontractor's change order request, and provide the Project Manager a written recommendation of the merits of the request.

19. Establish and implement procedures for submittals, change orders and other such procedures and maintain logs, files, and other necessary documentation relating thereto. CM shall review all shop drawings, product data, samples and other submittals and provide advice thereon. CM shall coordinate them with information contained in related documents and shall transmit them, together with CONSULTANT's review comments, to the Architect for review. In collaboration with the Architect, CONSULTANT shall

establish and implement procedures for expediting the processing and the approval of shop drawings, product data, samples and other submittals. CM shall maintain logs, files and other necessary records and documentation for CITY.

20. Assist and cooperate in the monitoring of prevailing wages for all applicable contractor work, and shall obtain written detailed reports as requested by the Project Manager.

21. Observe and record the progress of the Project, and submit written progress reports to the Project Manager and to the Architect, including information on each subcontractor and each subcontractor's work, as well as the entire Project, showing percentages of completion and the dollar number and amounts of charge orders. Use reasonable diligence to discover work performance by contractor(s) that is not in compliance with the Contract Documents.

22. Observe and require that all inspections and tests required by the Department of Building and Safety, and by the consulting testing and inspection firms, be performed. In the event of non-compliance with inspections or failure of tests, provide the necessary steps to obtain compliance.

23. Perform other duties outlined in the Contract and the Specifications.

24. Assure that all closeout duties are performed by the subcontractors, including but not limited to, training; provision of technical, maintenance and operational manuals; warranties; and determine the start of the warranty period;

25. Obtain the Certificate of Occupancy and establish the date of Substantial Completion in accordance with the specifications.

26. Recommend the release of retention for subcontractors, as warranted.

27. Perform all other customary and necessary duties for the construction of the Project utilizing the construction management multi-prime method.

EXHIBIT A-1

PROJECT DESCRIPTION

The proposed project consists of a Public Works warehouse facility and exterior yard located at 9357 W. Third Street, on CITY's former refuse transfer site, and described by the RTK Architect's conceptual plans and specifications, "CITY's Public Works Warehouse", dated 12-8-10, RTK Project 09-008.

The Project is intended to provide for efficient storage of interior and exterior materials used by CITY's Public Works & Transportation Department. The structure shall relate to its surrounding context, considering massing and proximity to the public sidewalk. Building proportions and facade articulation would be compatible with the urban site location and the other Public Works facilities. The design shall incorporate green building design to meet the sustainable building code. Landscaping along the property lines will be included to provide screening of the Public Works yard from the adjacent neighboring buildings.

The building will house 5,800 square feet of warehouse space, various trade workshops, warehouse administrative offices and support areas, warehouse staff break room/DOC (department emergency operations center) and approximately 1,900 square feet of unassigned space for CITY uses. The scope also includes design and layout of the Public Works yard on the west side of the site, a new loading dock adjacent to existing Vehicle shop and a tunnel connecting basement of the new facility to existing parking structure subterranean level B-2.

EXHIBIT A-2

PROGRESS SCHEDULE

CONSULTANT shall develop a complete schedule for the Project and submit it for the approval of the Project Manager. The pre-construction schedule shall be coordinated with the Architect's schedule for the Schematic, Design Development, and Construction Document phases; through document review & value engineering, and estimates at the end of Schematic, Design Development, and at 50 % of the Construction Document phase; prequalification of subcontractors; bidding and awards; plan check and corrections, and City Council requirements.

This schedule shall be modified periodically, but no less frequently than at each estimate before construction, and during construction as required. However, all changes shall not be in force without the approval of the Project Manager.

The construction schedule shall not exceed 11 months from commencement of construction to substantial completion unless, in the opinion of the Project Manager, there is a verifiable unforeseen conditions or changes in scope.

EXHIBIT A-3

PROJECT BUDGET

CONSULTANT shall develop construction budget estimates no less frequently than at the end of the Schematic and Design Development phases, and at 50 % of the Construction Document phase. Each estimate shall be sufficiently detailed and appropriate to the then available plans and specifications.

At the end of the Schematic phase CONSULTANT and CITY shall jointly agree on a Project Budget, which may include appropriate allowances and construction contingencies. This budget shall include all of the CONSULTANTS fee and expenses. In the event any subsequent estimate, or if the bidding results in a total that exceeds the Project Budget by more than 5%, the CONSULTANT shall immediately provide value engineering recommendations to bring the Project costs in line with the Project Budget.

The CONSULTANT may recommend revisions to the Project Budget from time to time, however, it may not be changed without the prior written approval of the Project Manager.

Exhibit A-4

CONSULTANT's Key Personnel

<u>Project Staff</u>	<u>Title</u>
Brett Curry	Project Executive
Jeff Bara	Project Manager
Robert Schafer	Chief Estimator
Tom Toalson	Project Superintendent

CONSULTANT's key personnel listed above shall not be changed without the prior written approval of CITY.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

ORIGINAL AGREEMENT

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, at the hourly and laboratory analysis rates shown in "Public Works Warehouse and Shops Hourly Labor Rate Schedule".

Public Works Warehouse and Shops Hourly Labor Rate Schedule

Accounting	\$54.00
Assistant Project Manager	\$74.00
Assistant Superintendent	\$71.00
BIM Manager	\$66.00
Chief Estimator / Precon Manager	\$135.00
Clerical	\$53.00
Constructability Reviewer	\$73.00
Project Planning & Scheduling	\$94.00
Estimator	\$91.00
Field Superintendent	\$110.00
General Superintendent	\$129.00
Project Engineer	\$52.00
Project Executive	\$150.00
Project Manager	\$115.00
Safety Officer	\$72.00
Safety Director	\$88.00
Director of Project Planning	\$109.00
Senior Estimator	\$109.00
Senior Project Engineer	\$66.00
Senior Project Manager	\$118.00
Senior Superintendent	\$118.00

Total fee under this Agreement shall not exceed Thirty Thousand Seven Hundred Seventy Five Dollars (\$30,775.00).

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

AMENDMENT NO. 1

CITY shall compensate CONSULTANT for the satisfactory performance of services, including expenses, described in Amendment No. 1 in an amount not to exceed Six Hundred Nineteen Seven Hundred Sixty Five Dollars (\$619,765) for the Construction and Post-Construction Phases.

CONSULTANT shall submit an itemized monthly statement to CITY on a CITY approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service. Said billing shall be on a time and materials basis utilizing the hourly rates set forth in this Exhibit. However, in no case shall the monthly billing exceed \$56,688 per month. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.

CONSULTANT shall not charge a fee for Change Orders.

If CITY authorizes scope changes during construction that are not included in the scope of services described herein, CONSULTANT shall submit the total not-to-exceed cost in writing and in advance, and if approved by the Project Manager, bill CITY on a time and materials basis. Payment for these services shall be from the Contingency. No billings may be made utilizing Contingency funds without the prior written authorization of the Project Manager. Contingency payment shall not exceed \$75,000.

The total fee, expenses and Contingency, if authorized, shall not exceed Seven Hundred and Twenty Five Thousand Five Hundred Forty Dollars (\$725,540).

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : _____ BY : _____
 _____ Authorized Insurance Representative
 TITLE : _____
 AGENCY : _____ Address : _____
