



## AGENDA REPORT

**Meeting Date:** January 10, 2012  
**Item Number:** F-8  
**To:** Honorable Mayor & City Council  
**From:** Donielle Kahikina, Associate Project Manager  
**Subject:** APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MDA JOHNSON FAVARO FOR DESIGN SERVICES RELATED TO THE PUBLIC LIBRARY RENOVATION PROJECT; AND,  
  
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$160,250 TO MDA JOHNSON FAVARO FOR THESE SERVICES

**Attachments:** 1. Agreement

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### **RECOMMENDATION**

It is recommended that the City Council approve the "Amendment No. 3 to the Agreement between the City of Beverly Hills and MDA Johnson Favaro for Design Services Related to the Public Library Renovation Project", and approve a Change Purchase Order in the amount of \$160,250 for construction administration services. The total compensation for the services under this agreement and amendments is \$657,005.

### **INTRODUCTION**

In July of 2010, an agreement was awarded to Johnson Favaro, for preliminary design and planning services related to the Library renovation based on the findings of the Beverly Hills Public Library Renovation Feasibility Study. On August 31, 2010, the City Council approved Amendment No. 1 to an agreement with MDA Johnson Favaro as the architect for this project for design services related to the Library renovation. A second amendment was subsequently executed for the planning and design of the relocation of existing facilities affected by the proposed Library renovation.

The proposed Amendment No. 3 to the agreement with Johnson Favaro is for the necessary construction administration services for the architect during the construction of the project.

## **DISCUSSION**

On December 6, 2011, City Council approved an award of contract to W.E. O'Neil Construction, Inc. for the Library Renovation. The anticipated project start is February 2012 with completion in February 2013.

To administer the construction contract, the services of the project architect are required. These services are essential to meet the scheduled completion date and maintain proper cost control during the construction. The proposed amendment includes the construction administration services as summarized below:

- General Administration - Architect shall provide administration of the contract between the City and the general contractor. Architect shall review requests by the general contractor for additional information about the Contract Documents and shall prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the contractor.
- Evaluations of the Work - Architect shall visit the site on a weekly basis to become familiar with and to keep the City informed about the progress and quality of the Work completed; to guard the City against defects and deficiencies in the Work; and to determine if the Work is being performed in accordance with the Contract Documents.
- Certification of Payments to Contractor - Architect shall review and certify the amounts due the general contractor and coordinating with the City the issuance of certificates for payment in such amounts.
- Submittals - Architect shall review and approve or take other appropriate action upon the contractors' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance the design concept expressed in the Contract Documents.
- Changes in the Construction Work - Architect shall review change orders based on supporting documentation and data provided by the contractor for the City's approval and execution in accordance with the Contract Documents. As necessary, the Architect shall prepare, reproduce and distribute drawings and specifications to describe work to be added, deleted or modified.
- Project Completion - Architect shall conduct inspections to determine the dates of the substantial completion and final completion (including reviewing the correction of all punch list items, until all punch list items have been corrected to City's satisfaction) and shall issue a "Certificate of Substantial Completion."
- Records - Architect shall maintain records and books available to the City which include all information, data, reports, records, maps and surveying results which relate to the performance of this Agreement.

The fee proposal for the above design services is \$136,700. In addition, a contingency of \$13,000 for unforeseen design considerations and \$10,550 for reimbursable expenses is included in the proposed amendment to the agreement. The total compensation for the construction administration services is not to exceed \$160,250.

**FISCAL IMPACT**

The cost for these services is included in the Capital Improvement Program (CIP) project budget. Funding for these services has been budgeted from the fiscal year 2011-12 CIP budget for Library Facility Maintenance and Improvement, project #0838.

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

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

# **Attachment 1**

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MDA JOHNSON FAVARO FOR DESIGN SERVICES RELATED TO THE PUBLIC LIBRARY RENOVATION PROJECT

NAME OF CONSULTANT: MDA Johnson Favaro

RESPONSIBLE PRINCIPAL OF CONSULTANT: Jim Favaro, Principal

CONSULTANT'S ADDRESS: 5898 Blackwelder Street  
Culver City, CA 90232  
Attention: Jim Favaro, Principal

CITY'S ADDRESS: City of Beverly Hills  
345 Foothill Road  
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: Fee not to exceed \$40,000 as set forth in Exhibit B; Reimbursable expenses not to exceed \$2,500 as described in Exhibit B; Contingency for additional work not to exceed \$6,500, as described in Exhibit B. Total not to exceed \$49,000.

Amendment No. 1: Fee not to exceed \$362,500 as set forth in Exhibit B; Reimbursable expenses not to exceed \$27,800 as described in Exhibit B; Contingency for additional work not to exceed \$22,500, as described in Exhibit B. Total for Amendment No. 1 not to exceed \$412,800.

Amendment No. 2: Fee not to exceed \$23,555 as set forth in Exhibit B; Reimbursable expenses not to exceed \$1,400 as described in Exhibit B; Contingency for additional work not to exceed \$10,000, as described in Exhibit B. Total for Amendment No. 2 not to exceed \$34,955.

Amendment No. 3: Fee not to exceed \$136,700 as set forth in Exhibit B; Reimbursable expenses not to exceed \$10,550 as described in Exhibit B; Contingency for additional work not to exceed \$13,000, as described in Exhibit B. Total for Amendment No. 3 not to exceed \$160,250.

Total for Original Agreement and Amendments Nos. 1, 2 and 3 not to exceed \$657,005.

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
MDA JOHNSON FAVARO FOR DESIGN SERVICES RELATED TO THE PUBLIC LIBRARY  
RENOVATION PROJECT

THIS AMENDMENT No. 3 is to the Agreement between the City of Beverly Hills (hereinafter called "CITY") and MDA Johnson Favaro (hereinafter called "CONSULTANT") dated July 22, 2010 and identified as Contract No. 290-10, as amended by Amendment No. 1 dated August 31, 2010 and identified as Contract No. 381-10 and Amendment No. 2 dated January 20, 2011 and identified as Contract No. 13-11.

RECITALS

A. CITY entered into a written agreement with Consultant dated July 22, 2010 for design services related to the renovation of the Beverly Hills Library located at 444 N. Rexford Drive, which was previously amended.

B. City now desires to further amend the Agreement to add to the scope, increase the compensation for the additional services, and further extend the termination date.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. The Compensation shall be amended as set forth above.

Section 3. Exhibit A, "Scope of Services" shall be amended as attached hereto and incorporated herein.

Section 4. Exhibit A-1, "Progress Schedule" shall be amended as attached hereto and incorporated herein.

Section 5 Exhibit B, "Schedule of Payments and Rates" shall be amended as attached hereto and incorporated herein.

Section 6 Except as specifically amended by this Amendment No. 3, the Agreement dated July 22, 2010 and identified as Contract No. 290-10 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_ 2012 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

(SEAL)

\_\_\_\_\_  
CONSULTANT  
MDA JOHNSON FAVARO

\_\_\_\_\_  
STEVE JOHNSON  
Principal

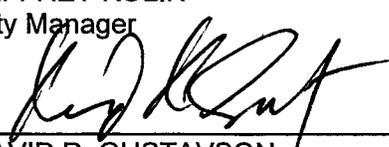
\_\_\_\_\_  
JIM FAVARO  
Principal

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

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

EXHIBIT A  
SCOPE OF SERVICES

**ORIGINAL AGREEMENT:**

The project consists of two components, Project A and Project B, which are described in the "Beverly Hills Public Library Renovation Feasibility Study" completed in July 2009:

**Project A** includes consolidation and reconfiguration of Circulation Services including a new customer service desk and related office and support functions into one location near the library entrance and relocation of the Reference Services desk. Also included in Project A is incorporation of an automated material handling system and relocation and re-configuration of the Reference Desk and the Closed Periodicals Desk.

**Project B** includes the renovation of approximately 11,400 SF in the area of the existing children's library to reconfigure and expand the children's library. Also included in Project B is coordination with CITY's Graphics Consultant and Landscape Consultant to confirm locations of building identification and way-finding signage on the civic campus as it relates to the library building and property.

This Agreement includes initial space planning and program confirmation services for Project A. A subsequent amendment will cover Design and Construction Document services for Projects A and B. A subsequent amendment will cover Construction Procurement and Construction Administration services for Projects A and B. Projects A and B will be developed as individual Construction Document, Permit and Bid packages to allow for independent bidding and construction schedules.

Consultant shall provide the following scope of services in connection with the proposed interior improvements to the Beverly Hills Library (Project).

**ARTICLE 1. GENERAL RESPONSIBILITIES**

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

**ARTICLE 2. CHANGES IN CONSULTANT'S SERVICES**

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

### **ARTICLE 3. PROJECT ADMINISTRATION**

- A. CONSULTANT shall manage CONSULTANT's services and administer the Project. CONSULTANT shall consult with CITY, research applicable design criteria, attend Project meetings during and through completion of the Design phase prior to commencement of construction documents phase, communicate with members of the Project team and issue progress reports. CONSULTANT shall coordinate the services provided by CONSULTANT and CONSULTANT's consultants with those services provided by CITY and CITY's consultants.
- B. Upon written request of CITY, CONSULTANT shall prepare for City's and City's Designated Representative's review and approval, an update of CONSULTANT's portion of the progress schedule attached hereto as Exhibit A-1 that shall identify milestone dates for decisions required of CITY, design services furnished by CONSULTANT, and completion of documents provided by CONSULTANT. Such update schedule shall be consistent with the initial Progress Schedule attached hereto as Exhibit A-1.
- C. CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.
- D. Upon request of CITY, CONSULTANT shall make a presentation to explain the design of the Project to representatives of CITY or as otherwise requested by City.
- E. CONSULTANT shall submit design documents to CITY at intervals appropriate to the design process for purposes of evaluation and approval by CITY. CONSULTANT shall be entitled to rely on written approvals received from CITY in the further development of the design.
- F. If requested by CITY's Designated Representative, CONSULTANT shall assist CITY in connection with CITY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **ARTICLE 4. EVALUATION OF BUDGET AND COST OF THE WORK**

- A. CONSULTANT shall have a qualified professional prepare a preliminary estimate of the cost of the work for the Project (the "Cost of Work"). This estimate may be based on current area, volume or similar conceptual estimating techniques. All estimates of the Cost of Work shall be subject to City's review and approval. CONSULTANT shall advise 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 CONSULTANT's estimate of the Cost of the Work exceeds CITY's budget, CONSULTANT shall make appropriate recommendations to CITY to adjust the Project's size, quality or budget.
- B. Evaluations of 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 CONSULTANT represent only CONSULTANT's judgment as a design professional familiar with the construction industry. CONSULTANT does not warrant or represent that bids or negotiated prices will not vary from CITY's budget for the Project or from any estimate of the cost of the Work or evaluation prepared or agreed to by CONSULTANT.
- C. In preparing estimates of the Cost of the work, 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 CITY's budget for the Cost of the Work.

#### **ARTICLE 5. PRELIMINARY EVALUATIONS AND PLANNING SERVICES**

- A. CONSULTANT shall provide a preliminary evaluation of the information furnished by CITY under this Agreement, including CITY's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. CONSULTANT shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify CITY of any other information or Consultant services that may be reasonably needed for the Project.
- B. CONSULTANT shall report to CITY immediately if CITY's budget is deficient to design and construct the program under the conditions and requirements that CITY has established.
- C. CONSULTANT shall review CITY's proposed method of contracting for construction services and shall notify CITY of anticipated impacts that such method may have on CITY's program, financial and time requirements, and the scope of the Project.

#### **FUTURE SERVICES**

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

- A. Design Services
- B. Design Documents
- C. Construction Documents
- D. Construction Procurement Services
- E. Construction Administration Phase

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

In addition to those services described in Articles 1-5, above Consultant shall provide the following scope of services in connection with the proposed interior improvements to the Beverly Hills Library, referred to herein as Projects A and B.

#### **ARTICLE 6. DESIGN SERVICES**

- A. A description of the project scope, schedule, payment and rates for Projects A and B is attached hereto as Exhibit A-2. CONSULTANT's design services shall include design of such Project interior elements and all structural, mechanical, plumbing, electrical, lighting design, audiovisual/information technology engineering services relating thereto.
- B. In addition to the foregoing, design services shall also include interior architectural services for fire protection engineering (excluding fire sprinklers system design and engineering except for performance specifications and coordination with the local Fire Department); plumbing engineering; HVAC engineering; electrical engineering including lighting design services; audiovisual infrastructure engineering (including installation of (1) AV system for the Children's Story Time Theater); IT/data/telecom/structured cabling engineering as required to install new voice and data cabling infrastructure tied into the

Library's existing structured cabling system at new patch panel in the existing technology equipment room; interior design and library design consulting services to include layout and specification of fixtures, furnishings and equipment (FFE); acoustical design services and graphic design/signage services in connection with the complete design of the Project.

- C. Consultant shall also (1) engage with City's designated contractors, engineers, designers and consultants, in their "value engineering analysis" of structural, architectural, electrical, mechanical and related design alternatives, and shall, with the written approval of City, incorporate any economy so identified in the design of the Project; (2) conduct periodic meetings with City and City's separate consultants and (3) cooperate and coordinate CONSULTANT's design services with the services of CITY's separate consultants. The coordination services described in clause (3) above shall not make CONSULTANT responsible for the adequacy or timeliness of any plans and specifications prepared by CITY's consultants; however, if Consultant knows or reasonably suspects that any such plans and specifications are not consistent with sound design or construction practices, Consultant shall immediately notify City in writing.
- D. In no event shall Consultant: (1) utilize or replace any consultants or subcontractors in connection with the performance of the services hereunder unless City gives its prior written approval of such consultants or subcontractors (or their replacements, as applicable); (2) prepare "performance" specifications or "design-build" documents as part of Consultant's services hereunder unless Consultant receives City's prior written consent for such "performance" specifications or "design-build" documents (City's approval of any such "performance" specifications or "design-build" documents may result in an appropriate downward adjustment to CONSULTANT's fee for design services); or (3) prepare design documents that call for "proprietary" equipment or material in which Consultant has a financial or other interest, unless Consultant receives City's prior written approval to prepare design documents that call for such "proprietary" equipment or material. Consultant will not commence work on any phase of design services until Consultant receives a written authorization from City directing Consultant to so proceed. City and Consultant acknowledge that there may be, at times, some reasonable overlapping of the services performed by Consultant in the Design phases (i.e. CITY may authorize or instruct CONSULTANT to proceed into a phase prior to completion of the preceding phase, and that CONSULTANT may be providing services in more than one phase of the Project concurrently.)

## **ARTICLE 7. DESIGN DOCUMENTS**

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

- B. Design Documents shall include, without limitation, floor plan of each floor included in the interior renovation; site plan as required to confirm ADA access requirements; interior elevations; building sections; detail sections; key details; furniture and equipment plans; finish schedules indicating finish selection; and outline specifications, describing building materials; and structural, mechanical, electrical, information technology/audiovisual and plumbing design concepts. Design Documents shall be prepared in sufficient detail for submission of completed applications for approval to all applicable governmental agencies.
- C. Omitted
- D. Consultant shall reasonably cooperate in the scheduling of meetings necessary for City's review and approval of the Design Documents, which meetings shall be attended by CONSULTANT at the request of CITY.
- E. Consultant shall provide cost estimate updates. See Exhibit A-2 for schedule description of Consultant cost studies.
- F. Project background and additional scope are indicated in Exhibit A-2.

#### **ARTICLE 8. CONSTRUCTION DOCUMENTS**

- A. CONSULTANT shall provide construction documents (the "Construction Documents") based on the approved Design Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
- B. During the development of the Construction Documents, CONSULTANT shall assist CITY in the development and preparation of (1) if requested by City, bidding procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between CITY and Contractor; and (2) the conditions of the contract for construction (general conditions, supplementary conditions and other conditions). CONSULTANT also shall compile the Project Manual that includes the conditions of the contract for construction and Specifications and may include bidding requirements and sample forms.
- C. CONSULTANT shall file with the appropriate regulatory agency all documents required for approval of governmental authorities exercising jurisdiction over the Project. Consultant shall prepare all the documents required pursuant to design services, which are necessary for City or City's contractors to obtain all permits and other approvals of plans, specifications, and construction documents prepared by Consultant from public agencies exercising jurisdiction over the Project whose approval is required by law or as otherwise customary and reasonable.
- D. Construction Documents will include without limitation: (1) site plan; (2) floor plans of each typical and unique level; (3) enlarged plans and interior elevations of special areas where necessary; (4) building sections; (5) detail sections; (6) engineering drawings of building systems included in Project scope; (7) reflected ceiling plans, showing the location of various types of ceilings and the location of HVAC registers and other building elements influenced by the ceiling layout; (8) floor finish plans showing

materials, transitions, power/data outlets, HVAC registers and other building elements as necessary (9) plans showing the location of power, telephone and data/communications outlets; (10) room finish schedules; (11) door, hardware and window schedules; and (12) details indicating design intent of the above.

- E. Omitted
- F. Construction Documents shall specify acceptable manufacturers recommended product installation procedures and performance criteria for products. The Contract shall also require Contractor, at the conclusion of the construction of the Project and based upon information kept current by Contractor and reviewed by Consultant as an element necessary for approval of the Contractor's monthly progress payments, to prepare and furnish to City a complete record set of drawings and specifications depicting the Project as constructed.
- G. Construction Documents shall divide the Work into base work and alternatives, if directed by CITY. The documents shall make provision for the base work to be constructed by itself or with any or all of the alternatives.
- H. In addition to paper print copies, the Construction Documents shall be provided in electronic disk format in the latest version of AutoCAD.
- I. The Construction Documents shall include the requirement that the appropriate City personnel be trained in the maintenance and operation of all equipment and systems at the completion of the Project.

### **FUTURE SCOPE OF SERVICES**

CONSULTANT shall provide future services consisting of the following phases to be incorporated herein by an amendment to this agreement:

- A. Construction Procurement Services
- B. Construction Administration Phase

### **AMENDMENT NO. 2**

In addition to the services described in the Original Agreement and Amendment No. 1, CONSULTANT shall plan and design the relocation of existing facilities affected by the proposed new children's library. Services shall include planning, the preparation of Schematic, Design Development, and Construction Documents, and provide Construction Administration services as required.

- A. *Relocation of the Children's Library into the existing Auditorium and Meeting Room South. Scope of work associated with this project includes:*
  - Inventory of existing collections, furniture and equipment
  - Space Planning of the Temporary Children's Library (Auditorium) and the Study Room / Family Place (Meeting Room South).

- Operational Planning - paths of travel to/from temporary spaces, security of collection, etc.
- (1) kick-off meeting
- (1) review meeting
- (1) meeting for final approval
- Structural evaluation and calculations
- Electrical & communications evaluation and reconfiguration
- Lighting design for new task lighting and/or modification of existing lighting
- Book stack signage
- Coordination with Electrical Engineer, Structural Engineer, Lighting Designer and Library Consultant
- Construction Documents
- Submit for permit
- Construction Administration

*B. Relocation of the Teen Center into existing Reference Room. Scope of work associated with this project includes:*

- Space Planning of the Teen Center, including a new entry
- (1) kick-off meeting / walk-through
- (1) meeting to review progress
- (1) for final approval
- Electrical & communications evaluation and reconfiguration
- Coordination with Electrical Engineer
- Construction Documents
- Submit for permit
- Construction Administration

*C. Relocation of Reference into the existing Fine Arts Offices. Scope of work associated with this project includes:*

- Space Planning of the Reference Offices
- (1) kick-off meeting / walk-through
- (1) meeting to review progress
- (1) for final approval
- Electrical & communications evaluation and reconfiguration

- Coordination with Electrical Engineer
- Construction Documents
- Submit for permit
- Construction Administration

*Exclusions & Qualifications*

- Graphic Design services for the Amendment No. 2 work is excluded except as specifically noted.
- Consultant will locate the phone and data communication system outlets and design conduit runs to communication room(s). City will assume responsibility for the system in the communication room(s) and equipment therein.

**AMENDMENT NO. 3**

In addition to the services described in the Original Agreement and Amendment Nos. 1 and 2, CONSULTANT shall perform the following Construction and Procurement Administrative services:

**Construction Procurement**

1. CONSULTANT shall assist CITY in obtaining bids for the construction contract, and in preparing and awarding the contract. CONSULTANT shall participate in a pre-bid conference.
2. CONSULTANT shall assist CITY in bid validation or proposal evaluation and determination of the successful bid or proposal, if any.
3. CITY shall develop the documents for bidding and forms for the construction contract including but not limited to Contract Bid Forms, Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Division One of the Project Manual (i.e. City standards for construction, specifications, and the contract), Sample Forms, prequalification requirements and forms, and any other certifications and documents required by laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the Construction Documents. Excluded work in this phase includes development and preparation of: 1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms and 2) the Conditions of the contract for Construction (General, Supplementary and other Conditions).
4. If requested by CITY, CONSULTANT shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. CITY shall pay directly for the cost of reproduction.

5. If requested by CITY, CONSULTANT shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. CONSULTANT shall maintain a log of distribution and retrieval, and the amount of deposits, if any, received from and returned to prospective bidders.
6. CONSULTANT shall prepare any required addenda to the Construction Documents in CITY's format for approval and distribution by CITY. CONSULTANT shall respond only to questions or requests for clarifications concerning the Construction Documents that are submitted by CITY. Any such questions or requests for clarifications from bidders must be submitted through CITY
7. At the request of CITY, CONSULTANT shall participate in or, at CITY's direction shall organize and conduct a pre-bid conference for prospective bidders.
8. CONSULTANT shall participate in, if requested by CITY, the opening of the bids.

#### **Construction Administrative Services**

1. CONSULTANT shall provide general administration of the Construction Documents and the work performed by the contractors. CONSULTANT shall observe work executed from the Construction Documents.
2. CONSULTANT shall keep CITY or CITY's representative (project manager to CITY) apprised of all contacts and/or communications between CONSULTANT and the construction contractor. CITY shall be copied on all correspondence regarding this project.
3. CONSULTANT shall review the project schedule, schedules of shop drawing submittals and schedules of values prepared by the construction contractor and consult with CITY concerning their acceptability.
4. CONSULTANT shall conduct site visits to observe each contractor's work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such visits shall be conducted weekly or as often as are necessary and appropriate to the stage of construction. Such visits may be in conjunction with the Project's construction meetings.
5. CONSULTANT shall cause all architects, engineers and other consultants, as may be hired by CONSULTANT or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.
6. CONSULTANT shall attend all construction meetings and confirm written reports/minutes produced by the project manager to CITY after each construction meeting in order to keep CITY informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to CITY's sole discretion, but no less than weekly.

7. CONSULTANT shall make written reports to CITY as necessary to inform CITY of problems arising during construction, changes contemplated as a result of such problems and progress of the Project work. CONSULTANT shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by CONSULTANT.
8. CONSULTANT shall review, process, and approve all submissions for compliance with, or alterations and additions to, the Construction Documents and respond to such submissions in a timely manner so as to not delay the progress of the schedule or construction work. CONSULTANT's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.
9. CONSULTANT shall evaluate and advise CITY of any Change Requests and material change(s) which may be requested or necessary in the Project plans and specifications. CONSULTANT agrees to comply with CITY's change request process and shall provide CITY with its opinion as to whether such change requests should be approved.
10. CONSULTANT shall examine, verify, and certify the construction contractor's application for payment based on CONSULTANT's observations at the site. Such certification for payment shall not be a representation that CONSULTANT has: 1) made exhaustive or continuous on site inspections of the work for which payment is sought; 2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; 3) ascertained how and for what purpose the contractor has used money previously paid; or 4) certified that the work for which payment is sought is without defects.
11. CONSULTANT shall determine the date of substantial completion, in consultation with CITY, and complete and submit the appropriate form to CITY.
12. After determining that the Project is substantially complete, CONSULTANT shall participate in the inspection of the Project and shall prepare a Punch List of all remaining deficiencies and minor items needed to be corrected or completed on the Project. CONSULTANT shall notify CITY of all Punch List Items.
13. CONSULTANT shall cause all other architects, engineers and other consultants, as may be hired by CONSULTANT, to file any and all required documentation with CITY or other governmental authorities necessary to close out the Project. CONSULTANT shall assist CITY in obtaining such documentation from all other architects, engineers, or other consultants.
14. Consultant shall receive and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.

EXHIBIT A-1  
PROGRESS SCHEDULE

**ORIGINAL AGREEMENT:**

CONSULTANT proposes the following work schedule which shall commence at the discretion of CITY:

Commencement of work: Upon receipt of a notice to proceed following a kick-off meeting with CITY and design team wherein the mutually agreed upon program scope and schedule are confirmed. It is anticipated at this time that the kick-off meeting is scheduled for July 7, 2010.

Preliminary Evaluations and Planning Services: Commence upon receipt of notice to proceed and complete in four (4) weeks.

**AMENDMENT NO. 1:**

CONSULTANT proposes the following work schedule which shall commence at the discretion of CITY. Work will commence upon receipt by CONSULTANT of CITY's Notice to Proceed.

**Design Documents Project A:** Commence upon receipt of notice to proceed and complete in TWENTY-FIVE (25) calendar days. See detail below.

<b>PROJECT A CIRCULATION SERVICES DESIGN DOCUMENTS PHASE</b>			
<i>PHASE</i>	<i>PHASE DURATION (CALENDAR DAYS)</i>	<i>CITY REVIEW &amp; COMMENTS</i>	<i>CONSULTANT &amp; CITY RECONCILIATION OF REVIEW COMMENTS</i>
SCHEMATIC DESIGN	10		
DESIGN DEVELOPMENT	10		
REVIEWS AND APPROVALS	5	3	2
<b><u>TOTAL</u></b>	<b><u>25</u></b>		

**Construction Documents Project A:**

Commence upon City approval of Design Documents Phase and complete in TWENTY-SEVEN (27) calendar days. See detail below:

<b>PROJECT A CIRCULATION SERVICES CONSTRUCTION DOCUMENTS PHASE</b>			
<i>PHASE</i>	<i>PHASE DURATION (CALENDAR DAYS)</i>	<i>CITY REVIEW &amp; COMMENTS</i>	<i>CONSULTANT &amp; CITY RECONCILIATION OF REVIEW COMMENTS</i>
CONSTRUCTION DOCUMENTS	20		
REVIEWS AND APPROVALS	7	5	2
<b><u>TOTAL</u></b>	<b><u>27</u></b>		

**Design Documents Project B:**

Commence upon receipt of a Notice to Proceed and complete in EIGHTY-FOUR (84) calendar days. See detail below:

<b>PROJECT B CHILDRENS LIBRARY DESIGN DOCUMENTS PHASE</b>			
<i>PHASE</i>	<i>PHASE DURATION (CALENDAR DAYS)</i>	<i>CITY REVIEW &amp; COMMENTS</i>	<i>CONSULTANT &amp; CITY RECONCILIATION OF REVIEW COMMENTS</i>
SCHEMATIC DESIGN	30		
REVIEWS AND APPROVALS	12	7	5
DESIGN DEVELOPMENT	30		
REVIEWS AND APPROVALS	12	7	5
<b><u>TOTAL</u></b>	<b><u>84</u></b>		

**Construction Documents Project B:** Commence upon City approval of Design Documents Phase and complete in SEVENTY-TWO (72) calendar days. See detail below:

<b>PROJECT B CHILDRENS LIBRARY CONSTRUCTION DOCUMENTS PHASE</b>			
<i>PHASE</i>	<i>PHASE DURATION (CALENDAR DAYS)</i>	<i>CITY REVIEW &amp; COMMENTS</i>	<i>CONSULTANT &amp; CITY RECONCILIATION OF REVIEW COMMENTS</i>
CONSTRUCTION DOCUMENTS	60		
REVIEWS AND APPROVALS	12	7	5
<b><u>TOTAL</u></b>	<b><u>72</u></b>		

**AMENDMENT NO. 2**

CONSULTANT is aware that the Amendment No. 2 construction and relocation must be completed prior to the commencement of the new relocated children's library. Therefore, time is of the essence. The Amendment No. 2 contract drawings shall be completed prior to April 25, 2011.

**AMENDMENT NO. 3:**

CONSULTANT proposes the following work schedule which shall commence at the discretion of CITY:

Commencement of work: Upon receipt of a notice to proceed.

Construction Procurement and Construction Administration: Commence upon receipt of notice to proceed and complete in 15 months.

**Construction Procurement**

**Project A:** Commence upon receipt of notice to proceed and complete in 91 ( ) calendar days.

**Construction Procurement**

**Project B:** Commence upon receipt of notice to proceed and complete in 91 ( ) calendar days.

**Construction Administration**

**Project A:** Commence upon receipt of notice to proceed and completed in 365 calendar days. See detail below.

**Construction Administration**

**Project B:** Commence upon receipt of notice to proceed and completed in 365 calendar days. See detail below.

EXHIBIT B  
SCHEDULE OF PAYMENT AND RATES

**ORIGINAL AGREEMENT:**

- A. CITY shall compensate Consultant for the satisfactory performance of services described in this Agreement an amount not to exceed Forty Thousand Dollars (\$40,000.00) for professional fees. CITY shall pay Consultant for reimbursable expenses reasonably incurred in the performance of this Agreement as described in Exhibit B, an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00).
- B. In the event CITY authorizes in writing Contingency services not included as a part of the services specified in Exhibit A, the payment shall be based on the hourly rates in Exhibit B or a lump sum as may be mutually agreed, but shall not exceed Six Thousand Five Hundred Dollars (\$6,500.00) This amount shall be in addition to that indicated in the previous paragraph.
- C. CONSULTANT shall provide CITY with monthly invoices in a form acceptable to 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 the total services required. CITY shall pay satisfactory invoices within thirty (30) days.
- D. If CITY exercises its right to terminate this Agreement other than for cause pursuant to Section 13 of the Agreement, compensation to CONSULTANT shall be based on the actual work completed at the time of termination, but in no case exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.
- E. Reimbursable expenses for printing and plotting, and computer rendering of the design, reasonably incurred by the Architect and the Architect's employees in connection with the Project shall be billed at direct cost. CITY shall be responsible for reproduction of bid sets.
- F. In no event shall the total compensation for all services permitted under the Agreement exceed Forty Nine Thousand Dollars (\$49,000.00).

Additional Services:

Additional Services may be authorized by CITY. If authorized, such Additional Services and Reimbursable Expenses associated with the Additional Services will be compensated at the rates set forth below, unless a flat rate or some other form of compensation is mutually agreed upon by the parties.

Architect – MDA Johnson Favaro

Partner	\$180.00/hour
Senior Associate 2	\$115.00/hour
Senior Associate 1	\$100.00/hour

Project Architect 2	\$75.00/hour
Project Architect 1	\$70.00/hour
Intermediate Staff 2	\$65.00/hour
Intermediate Staff 1	\$55.00/hour
Technical Staff 2	\$50.00/hour
Technical Staff 1	\$45.00/hour

Library Consultant – Linda Demmers

Linda Demmers	\$125.00/hour
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**AMENDMENT NO. 1:**

**PROJECT A**

- A. CITY shall compensate CONSULTANT for the satisfactory performance of services described in this Agreement an amount not to exceed Seventy Two Thousand Six Hundred Dollars (\$72,600.00) for professional fees. CITY shall pay CONSULTANT for reimbursable expenses reasonably incurred in the performance of this Agreement as described in Exhibit B, an amount not to exceed Six Thousand Nine Hundred Dollars (\$6,900.00). See Fee Detail below.
- B. In the event CITY authorizes in writing Contingency services not included as a part of the services specified in Exhibit A, the payment shall be based on the hourly rates in Exhibit B or a lump sum as may be mutually agreed, but shall not exceed Twelve Thousand Five Hundred Dollars (\$12,500.00) This amount shall be in addition to that indicated in the previous paragraphs.
- C. In no event shall the total compensation for all services permitted under this portion of Amendment No. 1 exceed Ninety-Two Thousand Dollars (\$92,000.00).

**PROJECT B**

- A. CITY shall compensate CONSULTANT for the satisfactory performance of services described in this Agreement an amount not to exceed Two Hundred and Eighty Nine Thousand Nine Hundred Dollars (\$289,900.00) for professional fees. CITY shall pay CONSULTANT for reimbursable expenses reasonably incurred in the performance of this Agreement as described in Exhibit B, an amount not to exceed Twenty Thousand Nine Hundred Dollars (\$20,900.00). See Fee Detail below.
- B. In the event CITY authorizes in writing Contingency services not included as a part of the services specified in Exhibit A, the payment shall be based on the hourly rates in Exhibit B or a lump sum as may be mutually agreed, but shall not exceed Ten Thousand Dollars (\$10,000.00) This amount shall be in addition to that indicated in the previous paragraphs.

C. In no event shall the total compensation for all services permitted under this portion of Amendment No. 1 exceed Three Hundred Twenty Thousand Eight Hundred Dollars (\$320,800.00).

Total cost of all services under Amendment No. 1 shall not exceed Four Hundred Twelve Thousand Eight Hundred Dollars (\$412,800.00).

<b>A &amp; E PROFESSIONAL SERVICES FEES - AMENDMENT NO. 1</b>			
	<b>Fee</b>	<b>Reimbursables</b>	<b>Total</b>
Project A - Circulation Services	\$72,600	\$6,900	\$79,500
Project B - Children's Library	\$289,900	\$20,900	\$310,800
<b>TOTAL</b>	<b>\$362,500</b>	<b>\$27,800</b>	<b>\$390,300</b>

**Total Compensation**

Total not to exceed amount of this Agreement and Amendment No. 1 shall not to exceed Four Hundred Sixty-One Thousand Eight Hundred Dollars (\$461,800.00).

**Additional Services**

Additional Services related to specific disciplines not covered in the original Agreement include the following. If authorized, such Additional Services and Reimbursable Expenses associated with the Additional Services will be compensated at the rates set forth below, unless a flat rate or some other form of compensation is mutually agreed upon by the parties.

**Structural – Englekirk & Sabol**

Principal	\$255.00/hour
Project Director	\$210.00/hour
Project Structural Engineer	\$175.00/hour
Senior Designer	\$175.00/hour
Project Engineer	\$165.00/hour
Design Engineer	\$130.00/hour
Senior Drafter	\$130.00/hour
Draftsperson	\$95.00/hour
Technical Writer	\$90.00/hour

**Mechanical/Electrical/Plumbing – Glumac**

Principal	\$225.00/hour
Associate Principal	\$205.00/hour
Sr. Project Manager	\$195.00/hour
Project Manager	\$185.00/hour
Sr. Project Engineer	\$170.00/hour

Project Engineer	\$150.00/hour
Sr. Design Engineer	\$135.00/hour
Design Engineer	\$125.00/hour
Sr. Designer	\$115.00/hour
Designer	\$105.00/hour
CAD Designer	\$100.00/hour
CAD Technician	\$80.00/hour
Administrative	\$75.00/hour

Information Technology – Waveguide

Principal	\$185.00/hour
Project Manager	\$155.00/hour
Staff/Consultants	\$145.00/hour

Interior Design – Carol Cambianica

Principal	\$95.00/hour
Staff	\$65.00/hour

Graphics – Ph.d

Principal	\$225.00/hour
Project Manager	\$175.00/hour
Designer	\$150.00/hour
Production	\$125.00/hour

Cost Estimating – Davis Langdon

Principal	\$280.00/hour
Associate Principal	\$210.00/hour
Senior Associates	\$180.00/hour
Associate	\$165.00/hour
Cost Planners	\$130.00/hour

Acoustics – Studio von Riesen (Project B only)

Principal	\$150.00/hour
Associate	\$110.00/hour

Lighting Designer – Glumac/Lighting Design Services (Project B only)

Principal	\$160.00/hour
Designer/Draftsperson	\$90.00/hour

**AMENDMENT NO. 2**

The fee for Amendment no. 2 services shall be in addition to the Original Agreement and Amendment No. 1, and shall be a fixed fee for Scope A and for Scopes B & C, as follows:

	<u>Scope A</u>	<u>Scope B &amp; C</u>	<u>Total</u>
MDA Johnson Favaro	\$ 7,780	\$ 3,620	\$11,400
Glumac (Electrical Engineer):	\$ 5,050	\$ 1,705	\$6,755
Englekirk & Sabol (Structural Engr)	\$ 2,260		\$2,260
LD Studio (Lighting Designer):	\$ 1,640		\$1,640
Library Consultant:	<u>\$ 1,500</u>	<u>                    </u>	<u>\$1,500</u>
Total	\$18,230	\$5,325	\$23,555

Reimbursable expenses for Amendment No. 2 shall be \$1,400, billed at cost.

Contingency, which shall only be expended for additional scope and when authorized in writing by CITY, shall be Ten Thousand Dollars (\$10,000).

The total Amendment No. 2 Fee, Reimbursable Expenses, and Contingency shall not exceed Thirty Four Thousand Nine Hundred and Fifty Five Dollars (\$34,955).

The total for the Original Contract and Amendment Nos. 1 and 2 shall not exceed Four Hundred and Ninety Six Thousand Seven Hundred Fifty Five Dollars (\$496,755).

**AMENDMENT NO. 3:**

The fee for Amendment No. 3 services shall be in addition to the fees for the Original Agreement, Amendment Nos. 1 and 2 as follows:

**PROJECT A**

- A. CITY shall compensate CONSULTANT for the satisfactory performance of services described in this Project A of Amendment No. 3 an amount not to exceed Twenty Three Thousand Seven Hundred Dollars (\$23,700.00) for professional fees. CITY shall pay CONSULTANT for reimbursable expenses reasonably incurred in the performance of this Amendment No. 3 [as described in this Exhibit B], an amount not to exceed Two Thousand Seven Hundred Dollars (\$2,700.00). See Fee Detail below.
- B. In no event shall the total compensation for all services performed for Project A of Amendment No. 3 exceed Twenty Six Thousand Four Hundred Dollars (\$26,400.00).

**PROJECT B**

- A. CITY shall compensate CONSULTANT for the satisfactory performance of services described in Project B of Amendment No. 3 an amount not to exceed One Hundred Thirteen Thousand Dollars (\$113,000.00) for professional fees. CITY shall pay CONSULTANT for reimbursable expenses reasonably incurred in the performance of

Amendment No. 3, as described in this Exhibit B, an amount not to exceed Seven Thousand Eight Hundred Fifty Dollars (\$7,850.00). See Fee Detail below.

- B. In no event shall the total compensation for all services performed for Project B of Amendment No. 3 exceed One Hundred Twenty Thousand Eight Hundred Fifty Dollars (\$120,850.00).

<b>A &amp; E PROFESSIONAL SERVICES FEES – AMENDMENT NO. 3</b>				
	<b>Fee</b>	<b>Reimbursables</b>	<b>Contingency</b>	<b>Total</b>
Project A – Circulation Services	\$23,700	\$2,700		\$26,400
Project B – Children’s Library	\$113,000	\$7,850		\$120,850
			\$13,000	\$13,000
<b>TOTAL</b>	<b>\$136,700</b>	<b>\$10,550.00</b>	<b>\$13,000</b>	<b>\$160,250</b>

Additional Services/Contingency:

Additional Services outside the Scope of Exhibit A (as amended by Amendment No. 3) may be authorized by CITY in writing in an amount not to exceed Thirteen Thousand Dollars (\$13,000). If authorized, such Additional Services and Reimbursable Expenses associated with the Additional Services will be compensated at the rates set forth below, unless a flat rate or some other form of compensation is mutually agreed upon by the parties.

Architect – Johnson Favaro

Partner	\$180.00/hour
Senior Associate 2	\$115.00/hour
Senior Associate 1	\$100.00/hour
Project Architect 2	\$75.00/hour
Project Architect 1	\$70.00/hour
Intermediate Staff 2	\$65.00/hour
Intermediate Staff 1	\$55.00/hour
Technical Staff 2	\$50.00/hour
Technical Staff 1	\$45.00/hour

Structural – Englekirk & Sabol

Principal	\$255.00/hour
Project Director	\$210.00/hour
Project Structural Engineer	\$175.00/hour
Senior Designer	\$175.00/hour
Project Engineer	\$165.00/hour
Design Engineer	\$130.00/hour
Senior Drafter	\$130.00/hour
Draftsperson	\$95.00/hour
Technical Writer	\$90.00/hour

**Mechanical/Electrical/Plumbing – Glumac**

Principal	\$225.00/hour
Associate Principal	\$205.00/hour
Sr. Project Manager	\$195.00/hour
Project Manager	\$185.00/hour
Sr. Project Engineer	\$170.00/hour
Project Engineer	\$150.00/hour
Sr. Design Engineer	\$135.00/hour
Design Engineer	\$125.00/hour
Sr. Designer	\$115.00/hour
Designer	\$105.00/hour
CAD Designer	\$100.00/hour
CAD Technician	\$80.00/hour

**Information Technology – Waveguide**

Principal	\$185.00/hour
Project Manager	\$155.00/hour
Staff/Consultants	\$145.00/hour

**Interior Design – Carol Cambianica**

Principal	\$95.00/hour
Staff	\$65.00/hour

**Graphics – Ph.d**

Principal	\$225.00/hour
Project Manager	\$175.00/hour
Designer	\$150.00/hour
Production	\$125.00/hour

**Cost Estimating – Davis Langdon**

Principal	\$280.00/hour
Associate Principal	\$210.00/hour
Senior Associates	\$180.00/hour
Associate	\$165.00/hour
Cost Planners	\$130.00/hour

**Acoustics – Studio von Riesen (Project B only)**

Principal	\$150.00/hour
Associate	\$110.00/hour
Support Staff	\$75.00/hour

**Library Consultant – Linda Demmers**

Linda Demmers	\$125.00/hour
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**Lighting Designer – Glumac/Lighting Design Services (Project B only)**

Principal	\$160.00/hour
Designer/Draftsperson	\$90.00/hour