



## AGENDA REPORT

**Meeting Date:** October 2, 2012

**Item Number:** F-8

**To:** Honorable Mayor & City Council

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

**Subject:** APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR CONSULTANT DESIGN SERVICES RELATED TO THE ROXBURY COMMUNITY CENTER; AND  
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$532,070 TO RTK ARCHITECTS, INC. FOR THE WORK

**Attachments:** 1. Agreement

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### RECOMMENDATION

It is recommended that the City Council approve the "Amendment No. 1 to the Agreement between the City of Beverly Hills and RTK Architects, Inc. (RTK) for Consultant Design Services Related to the Roxbury Community Center", and approve a Change Purchase Order in the amount of \$507,070 for design development and construction document services. The total compensation for all services under this agreement is comprised of a fee of \$507,070 and an additional \$25,000 for contingencies.

### INTRODUCTION

At the May 15, 2012, Study Session, staff presented an update to the full Council on the process to date for the Roxbury Community Center under the direction of the Recreation and Parks liaison comprised of Mayor Brien and Councilmember Gold, along with Commission ad hoc members Block and Friedman and staff. Staff requested direction from the City Council on key elements derived through the various meetings, including direction to continue examining the possibility of a new building, and the recommendation of the liaison that the services of an architectural firm be engaged. A proposal for design services from RTK was presented which included the cost of pre-construction services to be performed by a construction management firm. An

agreement with RTK for schematic design services, in the amount of \$115,020, and a contingency in the amount of \$15,000, was approved by the City Council at the June 19, 2012, meeting. This agreement continues the required services to prepare plans and specifications suitable for bidding.

### **DISCUSSION**

Conceptual site schemes (A, B, C & D) were developed for the Roxbury Park Community Center under the guiding principles of maintaining green space in the park and minimizing the building footprint. These were presented to the City Council at the July 24, 2012, Study Session. The City Council provided direction to study an additional site design option (E), which sites the proposed building program on the footprint of the existing building, and was presented to the City Council at the August 7<sup>th</sup> meeting. The City Council unanimously supported Option E.

RTK Architects has continued to develop Option E, including the massing of the building and exterior elevations. On September 14, 2012, this design progress was presented to the Architectural Commission liaison, comprised of Mayor Brien, Councilmember Bosse, along with Commission Chair Rubins, and Vice Chair Blakeley, for their input and recommendations on the design of the exterior of the building as it's progressed to date.

At the October 2, 2012, City Council Study Session, the design progress, which will incorporate the recommendations from the Architectural Commission liaison committee, will be presented to the full City Council.

Based on the developed schematic design plans, a proposal for full architectural and engineering services was submitted by RTK to provide the following scope of services:

- Preparation of design development documents describing the proposed design in sufficient detail
- Preparation of construction plans and specifications suitable for bidding under the public contracting code
- Submission of plans to Building & Safety for plan check review and resolution of any code compliance issues

Future services for construction administration to ensure the work is executed according to the approved plans would be submitted for approval upon an award of a construction contract.

The fee proposal for the above services is \$507,070. In addition, a contingency of \$25,000 for unforeseen conditions are included in the proposed agreement. Should the City Council approve a request to proceed with these consultant services, the total compensation under this agreement is not to exceed \$532,070.

The total fee under the original Agreement for schematic design and Amendment No. 1 is \$603,740 for design services, \$18,350 for reimbursable expenses, and \$40,000 for contingencies.

### **FISCAL IMPACT**

**FISCAL IMPACT**

Funding for this agreement is allocated in the fiscal year 12-13 Capital Improvement Program (CIP) budget for Park Facilities Renovation – Roxbury Park.

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

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

# **Attachment 1**

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR CONSULTANT  
DESIGN SERVICES RELATED TO THE ROXBURY COMMUNITY CENTER

NAME OF CONSULTANT: RTK Architects, Inc.

CONSULTANT'S DESIGNATED REPRESENTATIVE: Mandana Motahari, Principal

CONSULTANT'S ADDRESS: 3975 Landmark Street, Suite 400  
Culver City, CA 90232

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

COMMENCEMENT DATE: Upon receipt of Notice to Proceed

TERMINATION DATE: June 1, 2013

CONSIDERATION: Original Agreement: Professional fees not to exceed \$115,020, including all reimbursable expenses based on the rates set forth in Exhibit B-2; Contingency for additional work not to exceed \$15,000.00 as more fully described in Exhibit B-1; Total Agreement including Professional Fees, Contingency and Reimbursable Expenses, not to exceed \$130,020.00, as described in Exhibit B-1

Amendment No. 1: Professional fees not to exceed \$507,070, including all reimbursable expenses based on the rates set forth in Exhibit B-2; Contingency for additional work not to exceed \$25,000, as more fully described in Exhibit B-1; Total for Amendment No. 1, including Professional Fees, Contingency and Reimbursable Expenses not to exceed \$532,070, as described in Exhibit B-1

Total for Original Agreement and Amendment No. 1: \$662,090

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR CONSULTANT DESIGN SERVICES RELATED TO THE ROXBURY COMMUNITY CENTER

This Amendment No. 1 is to the Agreement between the City of Beverly Hills (hereinafter called "City") and RTK Architects, Inc. (hereinafter called "Consultant") dated June 19, 2012 and identified as Contract No. 237-12.

RECITALS

A. CITY entered into a written agreement with Consultant dated June 19, 2012 for design services related to the Roxbury Community Center at Roxbury Park ("Project").

B. City now desires to amend the Agreement to increase the scope of services and the consideration for such services.

NOW, THEREFORE, the parties agree as follows:

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

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

Section 3. Exhibit A-1 entitled "Progress Schedule" shall be added to the agreement as attached hereto and incorporated herein.

Section 4. Exhibit B-1 entitled "Compensation/Payment Terms" shall be amended as attached hereto and incorporated herein.

Section 5. Except as specifically amended by this Amendment No. 1, the Agreement dated June 19, 2012 and identified as Contract No. 237-12 shall remain in full force and effect.

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

City:  
CITY OF BEVERLY HILLS,  
a municipal corporation

\_\_\_\_\_  
WILLIAM W. BRIEN, M.D.  
Mayor of the City of  
Beverly Hills, California

[Signatures continue]

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

(SEAL)

Consultant: RTK ARCHITECTS, INC.,  
A California corporation

\_\_\_\_\_  
MANDANA MOTAHARI  
President

\_\_\_\_\_  
PHILLIP TRIGAS  
Secretary

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:

Consultant shall perform design services, which include a schematic design package for a Community Center building located on the eastern edge of the existing 11 acres Roxbury Park ("Park") site. The new facility will replace the existing structure with similar type room functions with the design objective of maintaining green space and minimizing the building footprint. Site improvements will be limited to a new parking area and park/community center building edges, which will be resolved in a harmonious manner to blend in and be cohesive with the rest of the Park. The design services shall also include providing a schematic design package for a new restroom building to replace the existing restroom building at the west edge of the Park.

#### Deliverables

1. Confirm program requirements and issue final program.
2. Perform site analysis confirmation and prepare report.
3. Prepare conceptual design drawings, including floor plans, exterior elevations and building sections.
4. Prepare basis of design for structural, mechanical, plumbing and electrical systems, including preliminary structural framing plan.
5. Prepare site Improvement package including site grading concept parking lay out and preliminary landscape design.
6. Outline product specifications that architects require for Project.
7. Attend two (2) Community Meetings

#### Services Excluded:

- Geotechnical engineering
- Survey
- Fire Alarm/ Fire Sprinkler Design
- Interior Design
- Low voltage Design
- Solar Panel system design
- Variances

## **AMENDMENT NO. 1**

Consultant shall perform the following additional services in connection with the Roxbury Park Project:

### ARTICLE 1. GENERAL RESPONSIBILITIES

A schedule for the development and construction of the Project, including a schedule for the performance of Consultant's services, is attached hereto as Exhibit A-1. Any adjustments to 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 sub-consultants, 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 except as limited by Section 4 of the Agreement.

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. City shall engage a qualified professional to prepare estimates of the cost of the work for the Project (the "Cost of Work") at the end of the Design Development and Construction Document phases. Consultant shall review the estimates and advise City of any suggested adjustments to the estimates of the Cost of the Work required by changes in Project requirements. If at any time the 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. Omitted

C. In preparing estimates of the Cost of the Work, Consultant shall be permitted to include contingencies for design; 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. DESIGN DEVELOPMENT DOCUMENTS

A. Consultant shall provide design development documents (the "Design Documents") based on the approved written program resulting from discussions and meetings with City staff. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

B. Design Documents shall include, without limitation, floor plans of each typical and unique level; site plan; building sections; preliminary building systems designs; key details; and outline specifications. Design Documents for interior design and any common areas will include, without limitation, final space plan; typical interior details; wall, floor and finish selection. It shall also include the cubicle layout, selection and hookup.

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

D. Consultant shall provide a budget for the Cost of the Work.

#### ARTICLE 6. 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 the selected Contractor for the construction ("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 or by law or as otherwise customary and reasonable.

D. Construction Documents will include, without limitation: (i) floor plans of each typical and unique level; (ii) site plan; (iii) enlarged plans and elevations of special areas where necessary; (iv) engineering drawings of building systems included in Project scope; (v) reflected ceiling plans, showing the location of the various types of ceilings and the location of HVAC registers and influenced by the ceiling layout; (vi) outlets plans showing the location of power, telephone and data communications outlets; and (vii) details indicating the design intent of the above.

E. Omitted

F. Construction Documents shall specify acceptable manufactures recommended product installation procedures and performance criteria for products. The Contract Documents shall also require Contractor, at the conclusion of the construction of the Project and based upon information kept current by Contractor and reviewed by Consultant as an element necessary for approval of 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.

1. The Construction Documents shall include the requirement that the appropriate City personnel be trained in the maintenance and operation of all equipment and systems at the completion of the project.

## ARTICLE 7. CONSTRUCTION PROCUREMENT SERVICES

A. Consultant shall assist the City in obtaining competitive bids and shall assist City in awarding and preparing contracts for construction.

- B. Consultant shall assist City in establishing a list of prospective bidders or contractors.
- C. Consultant shall assist City in bid validation or proposal evaluation and determination of the successful bid or proposal, if any.
- D. Bidding documents shall consist of bidding requirements, proposed contract forms, general conditions and supplementary conditions, specifications and drawings (the "Bidding Documents"). City shall prepare the boilerplate documents including the Notice Inviting Bids, Instructions To Bidders, Special City Requirements, General Specifications and General Conditions, and required contract forms to be completed by bidders.
- E. If requested by 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.
- F. 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 amounts of deposits, if any, received from and returned to prospective bidders.
- G. Consultant shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute to all prospective bidders, addenda identifying approved substitutions.
- H. At the request of City, Consultant shall participate in or, at City's direction, shall organize and conduct a pre-bid conference for prospective bidders.
- I. Consultant shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.
- J. Consultant shall participate in, if requested by City, the opening of the bids.

#### FUTURE SERVICES

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

Construction Administration Phase

**EXHIBIT A-1**

**Progress Schedule**

**ORIGINAL AGREEMENT:**

Consultant shall provide services in accordance with the following milestone schedule:

Program and site analysis	.75 Month
Schematic design	2.25 Month

**AMENDMENT NO. 1:**

Consultant shall provide the additional services in accordance with the following work schedule which shall commence at the discretion of City.

Design Development Documents:	Commence upon receipt of notice to proceed and complete in eight (8) weeks
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Construction Documents:	Commence upon receipt of notice to proceed and complete in ten (10) weeks
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EXHIBIT B-1  
COMPENSATION/PAYMENT TERMS

**ORIGINAL AGREEMENT:**

A. City shall compensate Consultant for the satisfactory performance of services described in the Agreement an amount not to exceed One Hundred Fifteen Thousand and Twenty Dollars (\$115,020) for professional fees based on the rates set forth in Exhibit B-2. All reimbursable expenses incurred in the performance of this Agreement are included in the total fee noted above. Estimated reimbursable expenses will be \$6,350.00 including \$2,500.00 for rendering(s) and will be charged at direct cost.

A Contingency fee for work additional unanticipated work outside the original scope of services shall not exceed Fifteen Thousand Dollars (\$15,000).

Total amount for all services, reimbursable expenses and contingency fee shall not exceed One Hundred Thirty Thousand Dollars and Twenty Dollars (\$130,020).

B. 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 and the hours spent performing the work. Invoices shall request that payment be made in proportion to the portion of total services performed, and also indicate the percent complete of that of the work. City shall pay satisfactory invoices within thirty (30) days.

C. If City exercises its right to terminate the Agreement other than for cause pursuant to Section 11 of the Agreement, compensation to Consultant shall be based on the actual work completed at the time of termination.

**AMENDMENT NO. 1:**

A. City shall compensate Consultant for the satisfactory performance of services described in this Agreement an amount not to exceed Four Hundred Ninety-Five Thousand Seventy Dollars (\$495,070.00) for professional fees.

City shall pay Consultant reimbursable expenses for printing and plotting, and computer rendering of the design, reasonably incurred by Consultant and Consultant's employees in the performance of this Agreement an amount not to exceed Twelve Thousand Dollars (\$12,000.00). City shall be responsible for reproduction of bid sets.

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 thirty (30) days. However, in no event shall be paid more than the following:

1. Thirty-Nine and One Half percent (39.5%) of the total Agreement price upon the satisfactory completion of the Design Development documents;
2. Ninety-Seven percent (97%) of the total Agreement price upon the satisfactory completion of the Construction Documents;
3. Ninety-Eight and One Half percent (98.5%) of the total Agreement price upon completion of the Agency approvals;

4. One hundred percent (100%) of the total Agreement price upon the completion of the Project bidding.

C. 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-2 or a lump sum as may be mutually agreed, but shall not exceed Twenty-Five Thousand Dollars (\$25,000.00). This amount shall be in addition to that indicated in the previous paragraphs. Additional consultant services which were not included in the scope of services, but which may be added at the discretion of City include:

- Waterproofing and Roofing Consultant (Peer Review)
- LEED or equal Consultant (Compliance Documentation)
- Security Consultant
- Building and Tenant Identification Graphics

D. If City exercises its right to terminate this Agreement other than for cause pursuant to Section 11 of the Agreement, compensation to the Consultant shall be based on the actual work completed at the time of termination, but in no case exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.