



## AGENDA REPORT

**Meeting Date:** January 24, 2013  
**Item Number:** F-10  
**To:** Honorable Mayor & City Council  
**From:** Donielle Kahikina, Associate Project Manager  
**Subject:** APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND T.I. MALONEY, INC., DBA COMMUNITY WORKS DESIGN GROUP FOR CONSULTING DESIGN SERVICES RELATED TO ROXBURY PARK; AND  
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$80,100 TO T.I. MALONEY, INC., DBA COMMUNITY WORKS DESIGN GROUP FOR PROFESSIONAL SERVICES  
**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve an agreement with T.I. Maloney, Inc., DBA Community Works Design Group (CWDG) for consulting landscape architectural services related to Roxbury Park site improvements, and approve a Change Purchase Order in the amount of \$80,100 for design services. The total compensation for all services under this agreement is comprised of a fee of \$68,100, including reimbursable expenses and an additional \$12,000 for contingencies.

### **INTRODUCTION**

The original agreement with CWDG provided for the design of the field irrigation improvements in the park from conceptual design through the construction administration phase, and preliminary planning for the renovation of the playground area and replacement of the restroom building at the west side of the park. The proposed amendment will continue the design services for the playground area and replacement of the restroom building in the park from design development through the construction administration phase.

In June 2012, as part of the 2012-13 fiscal year Capital Improvement Program (CIP) budget, CWDG was engaged to develop preliminary plans for a new restroom building, and playground renovation. CWDG was selected based on their experience with other

City projects at locations such as Beverly Gardens and Will Rogers Park. The fee for the preliminary plans was \$48,000 inclusive of an overall master plan and cost estimates for the project. The agreement also included the full design for reconstruction of the sports field area through the construction document, bidding and construction phases.

**DISCUSSION**

The site improvements proposed for Roxbury Park have been discussed through the City Council/Recreation and Parks Liaison Committee process over the course of several months. It was the recommendation of the Liaison Committee to further study renovation of the sports field, replacement of the west restroom building, and renovation of the playground and equipment. At the May 15<sup>th</sup> Study Session staff received further direction from the City Council to pursue design options for these site improvements as well as study the cost of construction.

Community Works Design Group was engaged to provide preliminary plans and cost estimates for the site improvements. These cost estimates were used to develop the preliminary budget for construction of the site improvements which was presented to the City Council at the October 2<sup>nd</sup> Study Session and is reflected in the FY 12-13 Capital Improvement Program (CIP) budgeted funds for the Roxbury Park Facilities Renovation. The project budget for the construction of the site improvements was estimated to be \$1,209,000.

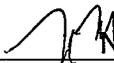
This Amendment No. 1 to the Agreement with CWDG will provide for the design of the restroom building and playground renovation from the design development phase through the construction phase.

The fee proposal for the above services is \$65,600. In addition, a contingency of \$12,000 for unforeseen conditions and reimbursable expenses of \$2,500 are included in the proposed agreement. The total compensation under this amendment is not to exceed \$80,100.

Should the City Council approve this amendment for these consultant services, the total compensation under this agreement is not to exceed \$129,725.

**FISCAL IMPACT**

Funding for these services is proposed in the fiscal year 2012-13 CIP budget for consideration and approval by the City Council.

  
\_\_\_\_\_  
Noel Marquis  
Finance Approval

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

# **Attachment 1**

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND T.I. MALONEY, INC., DBA  
COMMUNITY WORKS DESIGN GROUP FOR CONSULTING  
DESIGN SERVICES RELATED TO ROXBURY PARK

NAME OF CONSULTANT: T.I. Maloney, Inc., dba Community Works Design Group

CONSULTANT'S DESIGNATED REPRESENTATIVE: Timothy I. Maloney, President

CONSULTANT'S ADDRESS: 4649 Brockton Avenue  
Riverside, CA 92506  
Attention: Timothy I. Maloney, President

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: David D. Gustavson, Director of Public Works &  
Transportation

COMMENCEMENT DATE: June 20, 2012

COMPLETION DATE: June 30, 2013

COMPENSATION: Original Agreement: Not to exceed \$46,625.00, including all reimbursable expenses described in Exhibit B;

Contingency for additional work not to exceed \$3,000.00 as more fully described in Exhibits B  
Total not to exceed \$49,625.00

Amendment No. 1:  
Not to exceed \$68,100.00, including all reimbursable expenses described in Exhibit B;

Contingency for additional work not to exceed \$12,000 as more fully described in Exhibit B.

Total compensation for the Original Agreement and Amendment No. 1 not to exceed \$129,725.00

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND T.I. MALONEY, INC., DBA  
COMMUNITY WORKS DESIGN GROUP FOR CONSULTING  
DESIGN SERVICES RELATED TO ROXBURY PARK

This Amendment No. 1 is to an Agreement between the City of Beverly Hills (hereinafter called "CITY") and T.I. Maloney, Inc., dba Community Works Design Group (hereinafter called "CONSULTANT") dated August 23, 2012 and identified as Contract No. 377-12 for consulting design services related to Roxbury Park ("Agreement"), a copy of which is on file in the City Clerk's office.

RECITALS

A. CITY entered into a written agreement with CONSULTANT dated August 23, 2012 for consulting design services related to Roxbury Park.

B. CITY now desires to amend the Agreement to broaden to the scope of services and increase the compensation for such additional services.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Exhibit A-1, "Scope of Additional Services" shall be added to the Agreement as attached hereto and incorporated herein.

Section 3. Exhibit B, "Schedule of Payment and Rates," shall be amended as attached hereto and incorporated herein.

Section 4. Section 14, CITY's Responsibility, shall be amended to read as follows:

"(a) CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work (Exhibit A) and Scope of Additional Work (Exhibit A-1)

(b) CITY shall be responsible for the following:

- (i) complete information concerning available services and utilities for all Agreement-related areas;
- (ii) assist with coordinating the approval process with CITY departments and provide as- built plans to the extent possible;
- (iii) provide daily construction observations of the project; and
- (iv) communicate development restrictions, program restrictions and other such data."

Section 5. Except as specifically amended by this Amendment No. 1, the Agreement dated August 23, 2011 and identified as Contract No. 377-12 shall remain in full force and effect.

Date: \_\_\_\_\_

"CITY": CITY OF BEVERLY HILLS,  
A municipal corporation

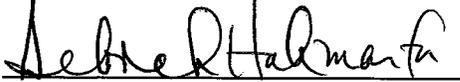
\_\_\_\_\_  
WILLIAM W. BRIEN, M.D.  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk (SEAL)

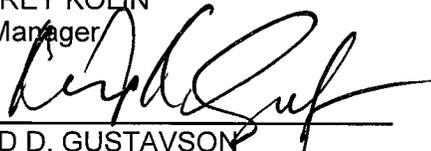
"CONSULTANT": T.I. MALONEY INC.,  
DBA COMMUNITY WORKS DESIGN  
GROUP  
  
\_\_\_\_\_  
TIMOTHY I. MALONEY  
President and Secretary

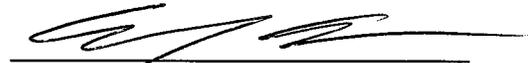
APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works &  
Transportation



KARL KIRKMAN  
Risk Manager

## EXHIBIT A-1

### Scope of Additional Services

#### SCOPE OF ADDITIONAL SERVICES

CONSULTANT shall continue to provide services for CITY which shall continue to reflect CITY and community expectations. CONSULTANT shall provide Demolition, Grading, Utilities, Restroom Design, Irrigation and Planting Plan upgrades.

#### A. DESIGN DEVELOPMENT DOCUMENTS

1. Upon approval of Amendment No. 1, CONSULTANT shall begin production of Design Development Documents. These plans shall begin to define the exact size, quality and method of construction of the restroom design and the playground improvements. The plans shall include the layout of the pathways, planters, restroom design, playground equipment selection, site furnishings, lighting layout, irrigation and planting recommendations.

2. CONSULTANT shall provide continuous cost estimate updates shall be presented to CITY staff for review.

#### B. CONSTRUCTION DOCUMENTS

Upon receipt of approval of the Design Development Documents, CONSULTANT shall proceed with preparation of the Construction Documents. The plans will continue the concepts of low maintenance, vandal resistance, attractive and practical design solutions.

There shall be two phases of Construction Documents. The first phase shall include the Design Development, in which CONSULTANT shall bring the construction drawings to approximately 50% completion. Plans at this stage will outline all demolition items, hardscape elements, restroom design and layout, playground equipment selection and layout, schematic matting design, paver layout, sand area layout, schematic electrical/lighting design, layout irrigation laterals and heads, and indicate major planting concepts. These plans shall be turned over to CITY for staff review in order to determine any final adjustments prior to working out details and beginning specifications. Once approved, CONSULTANT shall continue to work on the Construction Documents until 100% complete, at which point they will be turned over to CITY staff and Departments as required for final review.

1. CONSTRUCTION DRAWINGS: Construction Drawings shall include demolition plans, grading and drainage plans, site utility plans and details (will locate by dimensioning all project elements as approved in the Design Development Phase for both projects). The plans and details shall cover the installation of the restroom facility including structural and mechanical design, the new walks, mow curbs, etc. The plans and details shall cover the installation of the play equipment, the new walks, sand pavers, play curb, etc.

2. IRRIGATION PLANS: CONSULTANT shall prepare adjusted irrigation plans. Elements of the system shall be designed to carry optimum amounts of water to irrigate the site. Full detailing of all equipment including main lines, valves, controller, shall be included. Vandal resistance, durability, serviceability, reliability, water conservation, efficiency, and most importantly, consistency with CITY standards shall be CONSULTANT's primary concerns.

3. PLANTING PLANS: CONSULTANT shall provide complete adjusted Planting Plans with all necessary details. Plant suitability, maintainability, drought resistance and reliability shall be primary concerns.

4. COST ESTIMATES: CONSULTANT shall provide CITY with updated estimates of probable costs which shall be presented for review.

5. DOCUMENT PROCESSING: CONSULTANT shall submit the documents for CITY and various agency approvals. CONSULTANT shall review documents and make all necessary corrections.

#### C. BIDDING PHASE

1. CONSULTANT shall assist CITY in conducting a Pre-Bid meeting and provide written documentation of the meeting, noting direction given to contractors, questions asked and follow-up clarifications or addendum items.

2. CONSULTANT shall assist CITY in obtaining and evaluating bids.

3. CONSULTANT shall assist CITY in conducting a pre-award meeting and in preparing the agreement for construction services.

#### D. CONSTRUCTION PHASE

1. CONTRACT ADMINISTRATION: CONSULTANT and the design team shall review shop drawings and material samples.

2. FIELD OBSERVATION & SUPERVISION: CONSULTANT shall provide field observations with CONSULTANT's staff and consultants as requested.

CONSULTANT shall provide construction observations on an as-needed basis. CONSULTANT has included five visits in proposed Scope of Additional Services. Additional visits required by CITY shall be billed at the hourly rates set forth in Exhibit B.

CONSULTANT shall advise and consult with CITY during the construction phase.

CONSULTANT shall assist CITY in determining the amount owed to the Contractor by reviewing his application for payment.

#### E. ADDITIONAL SERVICES

Additional Services shall be performed by CONSULTANT only when approved in writing by CITY. Compensation for such services shall be in accordance with CONSULTANT's Hourly Rates and Reimbursable Items as described in Exhibit B. Additional services may include, but are not limited to:

1. Revising previously approved drawings to accomplish changes ordered by CITY.

2. Any work requested by CITY that is not set forth in the Scope of Services (Exhibit A) or Scope of Additional Services (Exhibit A-1).

3. Structural soils testing.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

A. ORIGINAL AGREEMENT:

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, a lump sum of Forty Six Thousand Six Hundred Twenty-Five Dollars (\$46,625.00), including reimbursable expenses.

In the event the CITY requests Additional Services for services outside the scope set forth in Exhibit A, the fee shall be negotiated in advance and set forth in writing, but shall not exceed Three Thousand Dollars (\$3,000.00).

Total fee under this Agreement shall not exceed Forty Nine Thousand Six Hundred Twenty-Five Dollars (\$49,625.00).

AMENDMENT NO. 1:

Scope of Additional Work outline for the Roxbury Park Restroom Design and Playground Improvements.

CONSULTANT shall provide the additional services at the following rates:

<u>RESTROOM DESIGN CONSULTANT Services</u>		<u>Fee</u>
1. Design Development	LUMP SUM	\$3,645.00
2. Construction Documents	LUMP SUM	\$22,975.00
3. Bidding	LUMP SUM	\$1,200.00
4. Construction Administration	HOURLY EST.	\$4,630.00 @ hourly rates
5. Reimbursables	ALLOW	<u>\$1,000.00</u>
	Sub Total	\$33,450.00

<u>PLAYGROUND IMPROVEMENTS CONSULTANT Services</u>		<u>Fee</u>
1. Design Development	LUMP SUM	\$3,210.00
2. Construction Documents	LUMP SUM	\$24,110.00
3. Bidding	LUMP SUM	\$1,200.00
4. Construction Administration	HOURLY EST.	\$4,630.00
5. Reimbursables	ALLOW	<u>\$1,500.00</u>
	Sub Total	\$34,650.00

Field Observation services shall be provided at CITY's request and billed/charged at the Landscape Architect's hourly rate.

C. PAYMENT:

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.

Payment shall be made upon the satisfactory completion and submission of the deliverables described in Exhibit A.

D. FEE SCHEDULE:

The following hourly rate schedule shall apply to additional services in the event the fee is not negotiated in advance. Construction administration services will be provided at CITY's request and billed at the Landscape Architect's hourly rate.

HOURLY RATES

Principal Landscape Architect's time at the fixed rate of:	\$155.00 per hour
Landscape Architect's time at the fixed rate of:	\$115.00 per hour
Landscape Designer's time at the fixed rate of:	\$95.00 per hour
Professional Staffs time at the fixed rate of:	\$65.00 per hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at CONSULTANT's direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLE ITEMS

Reimbursable items for the cost of plotting, graphic reproduction and shipping, will be billed at CONSULTANT's direct cost plus 15%. Mileage will be billed at the current Internal Revenue Service rate.