



## AGENDA REPORT

**Meeting Date:** April 2, 2013  
**Item Number:** G-14  
**To:** Honorable Mayor & City Council  
**From:** 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 SERVICES RELATED TO POLICE FACILITY OVERSIZED VEHICLE STORAGE PROJECT; AND  
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$55,800 TO RTK ARCHITECTS, INC. FOR THE SERVICES

**Attachments:**

1. Agreement
2. Plot Plan
3. Conceptual Design Images
4. Categorical Exemption

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve Amendment No. 1 to the agreement between the City of Beverly Hills and RTK Architects for consulting design services related to the Police Facility Oversized Vehicle Storage project, and approve a Change Purchase Order in the amount of \$55,800 for these services.

### **INTRODUCTION**

The Police Department has identified the need to create a parking area for two of its oversized specialized vehicles. Currently, the Mobile Advanced Technology Control Center (MATCC) and the Mobile Command Center (MCC) vehicles are parked at the Public Works' surface lot at the corner of Foothill Road and Third Street. Constructing a secure parking location immediately accessible to the Police Facility is considered a high priority to ensure timely utilization of these important Police assets during emergency events.

The proposed plan is to house the MATCC within the Police Facility sally port and locate the armored SWAT vehicle and MCC at the east end of the facility. This parking area would ensure that the MCC and SWAT vehicles are shielded from the weather and are

readily accessible to law enforcement personnel. The project will protect the City's and federal government's investment in its recent and future acquisitions of oversized vehicles.

The proposed amendment will provide the necessary design services and construction documents for the project.

**DISCUSSION**

The Parking Area for Oversized Vehicles project was submitted and approved in the fiscal year 2012-13 Capital Improvement Budget. Under the blanket agreement for general architectural and engineering services, RTK Architects were assigned to investigate the existing site area at the Police Facility to determine the feasibility to create the necessary enclosed space to house the oversized vehicles.

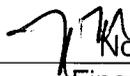
In conjunction with Police Department staff the loading area at the east end of the facility can be re-purposed and configured for the vehicle storage. A conceptual plan was developed to enclose the loading area and create drive access directly from Civic Center Drive. A copy of the conceptual plan is attached for information. A preliminary cost estimate was prepared by the City's professional cost consultant between \$450,000 and \$500,000.

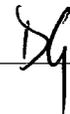
The scope of services for Amendment No. 1 provides full architectural and engineering services to design and prepare construction plans and specifications for construction. Also included are construction administration services to provide site observations of the work to ensure it meets the quality standards of the contract documents.

The fee proposal for the above services under Amendment No. 1 is \$55,800. The total of the original agreement and this amendment is \$72,600.

**FISCAL IMPACT**

Funding for this amendment is allocated in the fiscal year 2012-13 Capital Improvement Program (CIP) budget from the Police Seized and Forfeited Property Fund for project #0941.

  
\_\_\_\_\_  
Noel Marquis  
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 SERVICES RELATED TO POLICE FACILITY  
OVERSIZED VEHICLE STORAGE PROJECT

NAME OF CONSULTANT: RTK Architects, Inc.

RESPONSIBLE PRINCIPAL:  
OF CONSULTANT Mandana Motahari, Principal

CONSULTANT'S ADDRESS: 3975 Landmark Street, Suite 400  
Culver City, CA 90232-1131  
Attention: Mandana Motahari, Principal

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: April 9, 2012

TERMINATION DATE: December 31, 2014

CONSIDERATION: Original Agreement:  
Professional fees of \$14,000.00, as described in  
Exhibit B; Contingency for additional work not to  
exceed \$2,000.00, as more particularly described in  
Exhibit B; Reimbursable expenses not to exceed  
\$800.00, as described in Exhibit B

Total for Original Agreement not to exceed  
\$16,800.00

Amendment No. 1:  
Professional fees of \$47,800.00; Contingency for  
additional work not to exceed \$5,000.00, as more  
particularly described in Exhibit B; Reimbursable  
expenses not to exceed \$3,000.00, as described in  
Exhibit B;

Total for Original Agreement and Amendment No.  
1 not to exceed \$72,600.00

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR  
CONSULTANT SERVICES RELATED TO POLICE FACILITY  
OVERSIZED VEHICLE STORAGE PROJECT

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills, a municipal corporation (“CITY”) and RTK Architects, Inc. (“CONSULTANT”), a corporation, dated May 9, 2012 and identified as Contract No. 165-12 (“Agreement”).

RECITALS

A. CITY entered into a written agreement with CONSULTANT on May 9, 2012 for architectural and engineering design services related to the Police Facility Oversized Vehicle Storage (the “Project”).

B. CITY now desires to amend the Termination Date, the Scope of Services, and increase the compensation for the additional services.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. The Consideration shall be modified as set forth above.

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

Section 4. Exhibit B, Schedule of Payment and Rates, shall be amended as attached hereto and incorporated hereto.

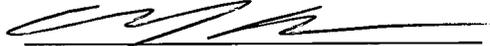




DAVID D. GUSTAVSON  
Director of Public Works & Transportation



ALAN SCHNEIDER  
Director of Project Administration



KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

#### ORIGINAL AGREEMENT

CONSULTANT, under the direction of CITY'S Project Manager, shall perform the following services:

#### Scope of Work

CONSULTANT shall perform the following scope of services for facility improvements at 464 N. Rexford Drive (Police Facility).

The work involves providing schematic design services for Large Vehicle storage at North east corner of the Police Facility. The existing small yard will be expanded and designed for Large Vehicle covered parking area.

The scope of work includes:

- Prepare Schematic Design package including drawings and outline specifications
- Prepare cost estimate

Exclusions:

- Landscape Architecture
- Survey
- Civil Engineering

Milestone schedule (from the date of the Notice to Proceed):

- Site Investigation 1 week
- Schematic Design 4.5 weeks
- Cost Estimating 1.5 weeks

#### AMENDMENT NO. 1

The Scope of Work is based on CONSULTANT'S schematic design package dated October 12, 2012. Services include complete Architectural and Engineering design services for Large Vehicle storage at north east corner of the Police Facility, including hazardous materials storage, relocation of underground electrical transformer (plus coordination with SCE), and new trash enclosure. CONSULTANT shall also provide construction administration services during the construction activities.

## Scope of Services

### DESIGN DEVELOPMENT DOCUMENTS

- A. CONSULTANT shall provide schematic and design development documents (the "Design Documents") based on the approved written program resulting from discussions and meetings with CITY staff. The Design 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.

### 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 the 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 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 assist in connection with CITY's responsibility for filing 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 standard and special light fixtures, (vi) outlets plans showing the location of power, telephone and data communications outlets; (vii) finish plans showing the location and type of paint, floor coverings, and (viii) details indicating the design intent of the above.
- E. The 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.
- F. In addition to paper print copies, the Construction Documents shall be provided in electronic disk format in the latest version of AutoCAD.

#### CONSTRUCTION PROCUREMENT SERVICES

- A. CONSULTANT shall assist CITY in obtaining competitive bids and shall assist CITY in awarding and preparing contracts for construction.
- B. CONSULTANT shall assist CITY in bid validation or proposal evaluation and determination of the successful bid or proposal, if any.
- C. CONSULTANT shall participate in or, at CITY's direction, shall organize and conduct a pre-bid conference for prospective bidders.
- D. 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.

#### CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

- A. CONSULTANT shall provide administration of the contract between CITY and the general contractor as set forth below in coordination with CITY's Designated Representative.
- B. CONSULTANT's responsibility to provide construction contract administration services ("Contract Administration Services") under this Agreement commences with the award of the

initial contract for construction and terminates at the issuance to CITY of the final certificate for payment and CITY's written acceptance of the Project.

- C. CONSULTANT shall advise and consult with CITY during the provision of the Contract Administration Services, but CONSULTANT shall not have authority to act on behalf of CITY.
- D. CONSULTANT shall review requests by the general contractor for additional information about the Contract Documents. CONSULTANT shall be entitled to require that such request be in a form prepared by CONSULTANT and include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested.
- E. CONSULTANT shall promptly interpret and provide recommendations on matters concerning performance of CITY and Contractor under, and requirements of, the Contract Documents upon written request of CITY.

Interpretations and recommendations of CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing (which may be in the form of drawings).

MILESTONE SCHEDULE (from the date of the Notice to Proceed):

- Design Development Documents: 4 weeks
- Construction Documents: 7 weeks

#### DELIVERABLES

- Complete Design Development and Construction Document packages including drawings and specifications
- 3D Renderings
- Project cost estimates

#### EXCLUSIONS

- Landscape Architecture
- Survey and Civil Engineering
- Fire Alarm and Fire Sprinkler Design
- Security System Design

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

#### ORIGINAL AGREEMENT

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, a lump sum of Fourteen Thousand Dollars (\$14,000.00).

In the event 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 Two Thousand Dollars (\$2,000.00).

Reimbursable expenses shall include printing and plotting, and computer rendering of the interior 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 reproductions of bid sets. A budget not to exceed Eight Hundred Dollars (\$800.00) shall cover such reimbursable expenses.

Total compensation under this Agreement shall not exceed Sixteen Thousand Eight Hundred Dollars (\$16,800.00).

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

#### AMENDMENT NO. 1

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, a lump sum of Forty Seven Thousand Eight Hundred Dollars (\$47,800.00).

In the event 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 Five Thousand Dollars (\$5,000.00).

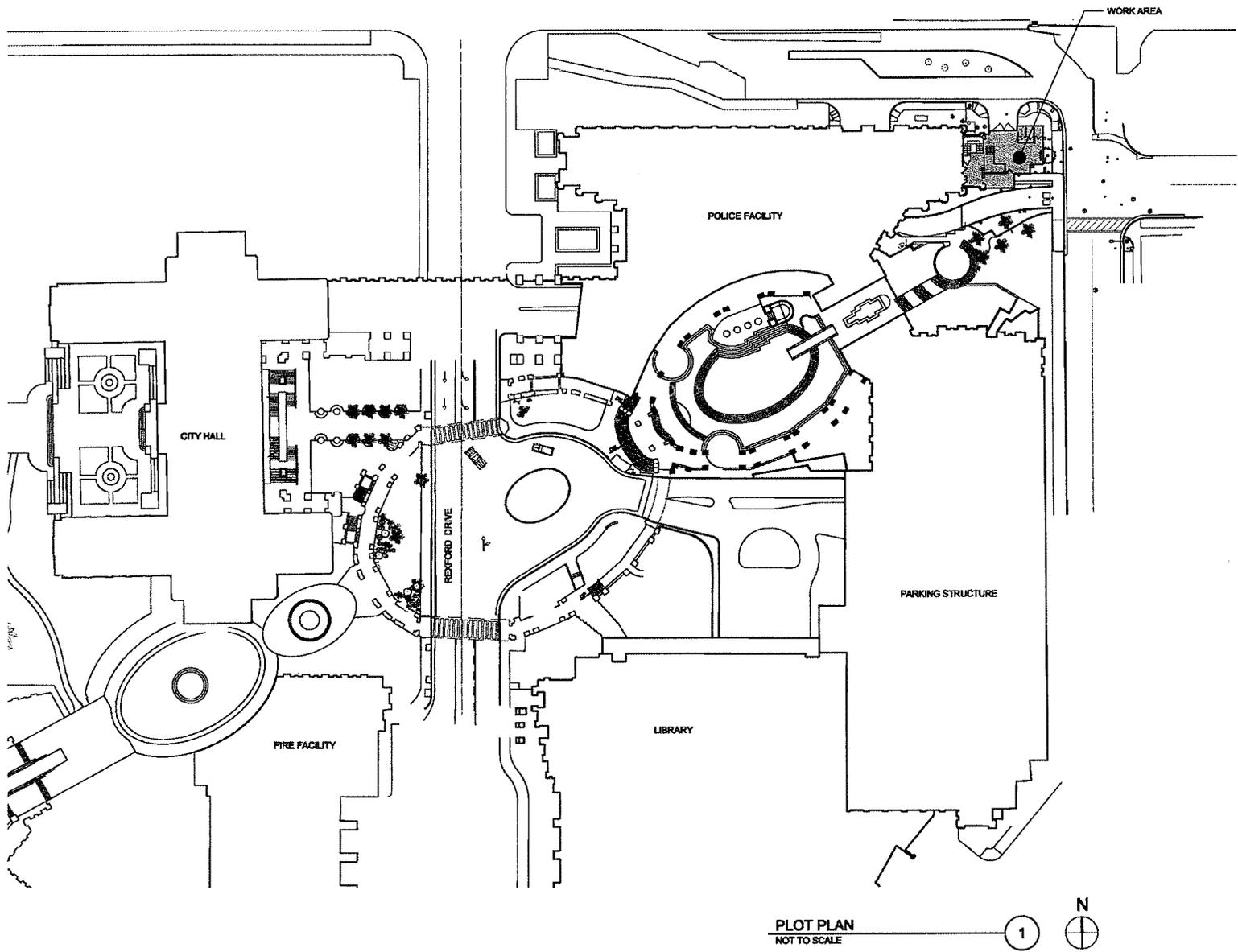
Reimbursable expenses shall include printing and plotting, and computer rendering of the interior design, reasonably incurred by the Architect and the Architect's employees in connection with the Project shall be billed at direct cost. CITY shall be responsible for reproductions of bid sets. A budget not to exceed Three Thousand Dollars (\$3,000.00) shall cover such reimbursable expenses

Total compensation under Amendment No. 1 and this Agreement shall not exceed Seventy Two Thousand Six Hundred Dollars (\$72,600.00).

FEE BREAKDOWN

Description	Architectural	Mechanical Engineering	Electrical Engineering	Structural Engineering	Total
Design Development (included in line item below)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Documents	\$16,500.00	\$3,300.00	\$8,200.00	\$6,000.00	\$34,000.00
Building Department & Bidding	\$500.00				\$500.00
Sub Total Professional Services	\$17,000.00	\$3,300.00	\$8,200.00	\$6,000.00	\$34,500.00
Construction Administration	\$7,200.00	\$1,600.00	\$3,000.00	\$1,500.00	\$13,300.00
Total Professional Services	\$24,200.00	\$4,900.00	\$11,200.00	\$7,500.00	\$47,800.00
Add:					
Reimbursable	\$3,000.00				Not to exceed \$3,000.00

# **Attachment 2**



Civic Center Plot Plan

# **Attachment 3**



LOOKING WEST

EXISTING



LOOKING WEST

PROPOSED

Conceptual Design Images



LOOKING NORTHWEST

EXISTING



LOOKING NORTHWEST

PROPOSED

Conceptual Design Images



LOOKING SOUTHWEST

EXISTING



LOOKING SOUTHWEST

PROPOSED

Conceptual Design Images

# **Attachment 4**



www.beverlyhills.org

COMMUNITY DEVELOPMENT DEPARTMENT

455 N. Rexford Drive  
Beverly Hills, CA 90210-4817  
(310) 285-1123  
FAX: (310) 858-5966

CITY OF BEVERLY HILLS

Categorical Exemption

NAME OF PROJECT Police Facility Oversized Vehicle Storage

LOCATION 464 N. Rexford Drive, Beverly Hills, California

TYPE OF BUSINESS (IF COMMERCIAL) City Police Facility

PROJECT DESCRIPTION Remodel approximately 1200 square feet of exterior open yard space at the east end of the Police Facility for use as storage of 2 specialized public safety vehicles that cannot be accommodated in any City parking garages due to the height of these vehicles.

APPLICANT'S NAME City of Beverly Hills PHONE 310-285-1188

APPLICANT'S ADDRESS Project Administration 345 Foothill Road

CITY Beverly Hills, CA ZIP 90210

IF DIFFERENT, PROVIDE:

AGENT'S NAME \_\_\_\_\_ PHONE \_\_\_\_\_

AGENT'S ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_

The undersigned, having received this project for processing, has reviewed it for environmental impact and concluded that the project qualifies for a categorical exemption under the procedures adopted by the City of Beverly Hills and no further environmental assessment is necessary.

Applicable Exemption Class 1

COMMENTS The project consists of the minor alteration of an existing public facility with a negligible expansion of use.

REVIEWED BY Georgiana Mellican Date 03/18/2013