



## AGENDA REPORT

**Meeting Date:** February 17, 2015  
**Item Number:** D-16  
**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 MLA GREEN, INC., DBA MIA LEHRER & ASSOCIATES FOR DESIGN SERVICES RELATED TO THE BEVERLY GARDENS PARK ELECTRIC FOUNTAIN; AND  
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$65,000 TO MLA GREEN, INC., DBA MIA LEHRER & ASSOCIATES FOR PROFESSIONAL SERVICES  
**Attachments:** 1. Agreement

---

### **RECOMMENDATION**

Staff recommends that the City Council move to approve Amendment No. 1 to the agreement with MLA Green, Inc., DBA Mia Lehrer & Associates for construction administration services related to the construction of the Beverly Gardens Park Electric Fountain, and approve a Change Purchase Order in the amount of \$65,000 for the services. The total compensation for all services under this agreement and this Amendment No. 1 is \$82,000, including reimbursable expenses.

### **INTRODUCTION**

This amendment to the agreement with Mia Lehrer & Associates provides for the necessary construction administration services required of the design architect to assure compliance with the project specifications. It accompanies the other agreement for construction management services with Matt Construction and the award of multiple trade contracts (sub-contracts).

### **DISCUSSION**

On December 6, 2011, the City Council was presented by staff with a preliminary concept of a privately funded Beverly Gardens Park restoration proposal, and on

January 24, 2012 was formally presented with a proposal for the same by supportive Beverly Hills philanthropist Steven Gordon. City Council unanimously supported Mr. Gordon's interests in pursuing the project. Local landscape architectural firm, Mia Lehrer & Associates was retained by Mr. Gordon, in coordination with the City, to develop a conceptual design for the project.

The first phase of the Beverly Gardens Park restoration addressed the Lily Pond between Canon Drive and Beverly Drive and was completed in January 2014.

The next project is Block #21 referred to as the "Electric Fountain Garden" between Walden Drive and Carmelita Avenue. The Electric Fountain work includes the restoration of the fountain, tiles around the fountain, bollards and concrete bench, planting, hedge screening, decomposed granite paving, curb edging, pathway and accent lighting and reconfiguration of the paths to the corner street crossing.

The design of Block #21 was initially implemented by Mia Lehrer & Associates under the overall park conceptual design agreement with Mr. Gordon. Additional revisions to the construction documents were subsequently required, and an agreement was executed with Mia Lehrer in the amount of \$17,000 under the authority of the City Manager.

This Amendment No. 1 will provide for the construction administration services by Mia Lehrer and their sub-consultants including civil engineering, lighting specialist, water feature consultant, electrical engineering and historic preservationist. In general, their services will include attendance at construction meetings with the construction team, coordination with the sub-consultants, site visits to observe the construction progress and preparation of punch list based on final construction.

The fee for the above services is \$60,520. In addition, reimbursable expenses of \$4,480 are included in the proposed agreement. The total compensation under this amendment is not to exceed \$65,000.

**FISCAL IMPACT**

The total amount of this amendment has been included in the funding described in the accompanying agenda report for the award of multiple trade contracts (sub-contracts) to be approved by the City Council for the Beverly Gardens Restoration Project #0485.

\_\_\_\_\_  
David Lightner  
Approved By



# **Attachment 1**

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND MLA GREEN, INC., DBA MIA LEHRER &  
ASSOCIATES FOR DESIGN SERVICES RELATED TO THE BEVERLY  
GARDENS PARK ELECTRIC FOUNTAIN

NAME OF CONSULTANT: MLA GREEN, INC. DBA MIA LEHRER & ASSOCIATES

RESPONSIBLE PRINCIPAL OF  
CONSULTANT: Mia Lehrer, President

CONSULTANT'S ADDRESS: 3870 Wilshire Blvd., Suite 250  
Los Angeles, CA 90010  
Attention: Mia Lehrer, President

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

COMMENCEMENT DATE: July 14, 2014

TERMINATION DATE: December 31, 2015

CONSIDERATION: Original Agreement  
Not to exceed \$15,000.00, including all reimbursable  
expenses and described in Exhibit B;  
  
Contingency for additional work not to exceed \$2,000.00,  
as more particularly described in Exhibit B;  
  
Amendment No. 1  
Fee and all reimbursable expenses shall not exceed  
\$65,000.00 as described in Exhibit B;  
  
Total of Amendment No. 1 not to exceed \$65,000.00  
  
Total of original Agreement and Amendment No. 1 not to  
exceed \$82,000.00

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND MLA GREEN, INC., DBA MIA LEHRER &  
ASSOCIATES FOR DESIGN SERVICES RELATED TO THE BEVERLY  
GARDENS PARK ELECTRIC FOUNTAIN

THIS AMENDMENT NO. 1 is to the agreement between the City of Beverly Hills (hereinafter called "CITY"), and MLA Green, Inc. DBA Mia Lehrer & Associates (hereinafter called "CONSULTANT"), a California corporation dated August 15, 2014 and identified as Contract No. 409-14.

RECITALS

A. CITY entered into a written agreement with CONSULTANT dated August 15, 2014 for services in connection with the Electric Fountain restoration at Beverly Gardens Park.

B. CITY desires CONSULTANT to perform additional services in connection with the construction administration services for the Project.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Section 12, entitled "Indemnification" shall be amended as follows:

"Section 12. Indemnification

(a) Indemnity for Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, CONSULTANT shall hold harmless and indemnify CITY, and its officials, officers, employees, agents and independent contractors serving in the role of CITY officials, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 12 (a), and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 12(b) shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

(c) Survives Termination. All duties of CONSULTANT under Section 12 shall survive termination of this Agreement."

Section 3. Exhibit A, "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 herein.

Section 5. Except as specifically amended by this Amendment No. 1, the Agreement dated August 15, 2014 shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_ 201\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS, a municipal corporation

\_\_\_\_\_  
LILI BOSSE  
Mayor of the City of Beverly Hills, California

ATTEST:

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

CONSULTANT: MLA GREEN, INC., DBA MIA  
LEHRER & ASSOCIATES



MIA LEHRER  
President



HOLLY KUWAYAMA  
Secretary

APPROVED AS TO FORM:

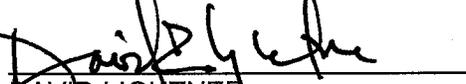


LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT



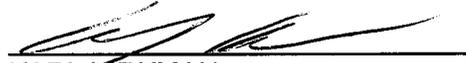
MAHDI ALUZRI  
Interim City Manager



DAVID LIGHTNER  
Deputy City Manager/Director of Capital Assets



ALAN SCHNEIDER  
Director of Project Administration



KARL KIRKMAN  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

Original Agreement:

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

PROJECT DESCRIPTION

Beverly Gardens Park is Beverly Hills' most visible expanse of green space comprised of 22 blocks of parks. Built in 1907, the parks feature fountains, sculptures, pergolas, specialty plant collections including roses, cactus, and palms; connected by a tree lined decomposed granite walking path.

This scope of services is primarily for block #21 referred to as the "Electric Fountain Garden" between Walden Drive and Carmelita Avenue of Beverly Gardens Park located in Beverly Hills, California. The Electric Fountain includes the restoration of the fountain, tiles around the fountain, bollards and concrete bench, planting, hedge screening, decomposed granite paving, curb edging, pathway and accent lighting and reconfiguration of the paths to the corner street crossing.

Site Information:

The CITY shall supply to the CONSULTANT all available documents describing the Project. Information shall include topographic surveys, development conditions and CITY requirements as applicable prior to the start of the work. Previous design documents shall be supplied in AutoCAD format for the consultant's use.

SCOPE OF SERVICES

CONSULTANT shall proceed with the work of each phase only upon written authorization by the CITY. CONSULTANT's work shall include:

Bid Documents

1. Revision of the construction documents package for the bidding process to include:
  - a. Layout and materials plans, schedules and details.
  - b. Drainage plan, schedules and details.
  - c. Tile replacement in kind plan and schedules: terra cotta and majolica tiles.
  - d. Tile restoration plan and schedules for California historic pavers and diamond tiles.
  - e. Central cast stone restoration details.
  - f. Concrete bench sketches for contractor to prepare shop drawings
  - g. Metal bollard sketches for contractor to prepare shop drawings

- h. Electric fountain plan, schedules and details.
  - i. Irrigation plan, schedules, details and water efficiency calculations.
  - j. Planting plan, schedules and details.
  - k. Lighting layout plan, lighting calculation, and fixture cut sheets.
  - l. Electric lighting plan, schedules and details.
  - m. Lily pond planting plan and schedule.
2. Coordinate and review cost estimate prepared by the cost estimator.
  3. Attend up to two cost estimating meetings with sub-consultants and cost estimator.

Amendment No. 1:

SCOPE OF SERVICES

Construction Administration

During construction of the Project, CONSULTANT shall assist CITY in attempting to ensure compliance with the Bid / Construction Documents and address problems that may emerge during construction. It is anticipated the construction schedule will be 4-5 months. As a part of this work, CONSULTANT shall:

1. Lead CONSULTANT to attend construction meetings with CITY staff and construction team on a regular basis.
2. Coordinate with the Sub-Consultants for the following:
  - a. Review product submittals and shop drawings.
  - b. Respond to RFI's during the construction.
  - c. Issue Addenda and Bulletins as required during the construction.
  - d. Review applications for change orders and Contractor's progress payments.
3. Provide site visits and office time hours during the Construction Phase to determine whether the construction of site elements and features of the project are preceding in accordance with CONSULTANT's design intent and the contract documents. On the basis of observations at the site, CONSULTANT may recommend rejection of work for failure to conform to the contract documents.
4. Provide final Project walk through following construction and develop a punch list for Project completion.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

#### A. COMPENSATION

##### Original Agreement:

CITY agrees to compensate CONSULTANT at the hourly rates set forth in this Exhibit for the work described in Exhibit A, a sum not to exceed Fifteen Thousand Dollars (\$15,000.00), including reimbursable expenses reasonably incurred in the performance of the Agreement ("reimbursable expenses"). Reimbursable expenses are expected not to exceed Two Thousand Dollars (\$2,000).

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 Two Thousand Dollars (\$2,000.00).

##### Amendment No. 1:

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, a sum not to exceed Sixty Thousand Five Hundred Twenty Dollars (\$60,520.00) including reimbursable expenses.

Reimbursable expenses are in addition to fees for professional services and estimated at \$4,480. Direct costs or reimbursable expenses are billed at cost plus a 15% processing fee and shall include:

- A. Copies or reproductions including plots, booklets, reports, and estimates furnished or prepared in connection with this Agreement.
- B. Postage, shipping, delivery and messenger expenses other than first class mail.
- C. Long distance telephone, cellular and facsimile transmission charges.
- D. All travel outside the Los Angeles area including taxis, parking, meals, hotel, airfare, rental vehicles, public transit costs, meals for the project participants, unless otherwise approved by CITY.
- E. Parking and mileage costs for meetings and site visits.
- F. Presentation quality perspectives or 3-D models and their materials.

Total compensation under this Agreement (Original Agreement and Amendment No. 1) shall not exceed Eighty-Two Thousand Dollars (\$82,000.00).

#### B. PAYMENT SCHEDULE

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 undisputed billing within thirty (30) days of receipt of same.

### **C. HOURLY RATES**

#### **Mia Lehrer + Associates**

President will be billed at \$235.00 per hour, Principal at \$160.00 per hour, and Project Designer at \$100.00.

#### **HLB Lighting**

Principals at \$180-220 per hour, Senior Designer at \$125-175 per hour, Designers/Draftsmen at \$90-125 per hour and Project Assistants at \$60-80 per hour.

#### **Holdenwater Water Architecture & Engineering**

Principal at \$145 per hour, Design Manager at \$85 per hour, Designer at \$45 per hour, Clerical at \$40 per hour and Plan Expediter at \$55 per hour.

#### **Barbara L. Hall, P.E., Inc. – Civil and Structural**

Principal In Charge at \$150 per hour, Project Manager at \$140 per hour, Assistant Civil Engineer at \$100 per hour, Designer at \$85 per hour, Draftsman at \$75 per hour, Structural Engineer at \$120 per hour, Two Man Survey Crew at \$225 per hour.

#### **IDS Electrical Engineers – Electrical**

Principal at \$175 per hour, Senior Associate Engineer at \$150 per hour, Project Manager at \$130 per hour, Designer at \$100 per hour, Drafter at \$80 per hour and Technical Typist at \$75 per hour.

#### **Silverlake Conservation, LLC.**

Principal at \$125 per hour.

### **D. EXCLUSION TO THE SCOPE OF SERVICES**

CITY shall provide the Project program, Project requirements, technical and legal information about the site as required by CONSULTANT for the performance of the work. This information shall be supplied to CONSULTANT prior to commencement of any work.

The following services are not included within the scope of this Agreement

1. Provision of topographic and bounty surveys, legal descriptions of the property, soils testing, civil, structural, mechanical, electrical engineering or other engineering services.
2. Revisions to the design or to the construction documents after the bidding process and approval by CITY when such revisions arise out of a decision by CITY to modify the Project program or budget and when such revisions are not the result of actions by CONSULTANT or could not have reasonably been foreseen by CONSULTANT. These changes will be considered additional services and compensated at CONSULTANT's hourly rates set forth in this Exhibit.
3. Preparation of fundraising graphic materials or presentation models.

### **E. ADDITIONAL SERVICES**

If CITY requests these services or other additional services not described under the Scope of Services; and if the CONSULTANT consents to perform them, the parties shall enter into a

written amendment to the Agreement setting forth the cost and scope of additional services to be performed.