

Attachment 1

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ASSOCIATION RESERVES TO PROVIDE A CAPITAL ASSETS INVENTORY STUDY FOR THE DEPARTMENT OF PUBLIC WORKS SERVICES

NAME OF CONSULTANT: ASSOCIATION RESERVES

RESPONSIBLE PRINCIPAL OF CONSULTANT: Robert M. Nordlund P.E., R.S.,
President

CONSULTANT'S ADDRESS: Association Reserves
5000 N. Parkway Calabasas, # 308
Calabasas, CA 91302
Attention: Robert M. Nordlund,
President

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: George Chavez,
Director of Public Works Services

COMMENCEMENT DATE: March 1, 2015

TERMINATION DATE: August 31, 2015

CONSIDERATION:

	Not to exceed:
Agreement:	\$7,870.00
Amendment No. 1:	\$41,000.00
Amendment No. 2:	\$81,050.00
Contingency:	\$2,445.00
Total:	\$132,365.00

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ASSOCIATION RESERVES TO PROVIDE A CAPITAL ASSETS INVENTORY STUDY FOR THE DEPARTMENT OF PUBLIC WORKS SERVICES

This Amendment No. 2 is to that certain Agreement between the City of Beverly Hills, a municipal corporation, hereinafter called "CITY" and Association Reserves, hereinafter called "CONSULTANT," dated December 9, 2014, and identified as Contract No. 630-14, a copy of which is on file in the Office of the City Clerk ("Original Agreement"), and which amended by Amendment No. 1, dated March 31, 2015, and identified as Contract No. 125-15 ("Amendment No. 1" and together with the Original Agreement, the "Agreement") to provide CITY with a capital asset inventory study for the Department of Public Works Services.

R E C I T A L S

A. CITY entered into the Original Agreement with CONSULTANT to provide CITY with an inventory report and capital replacement plan for the Public Works Services Administration Building, Vehicle Shop and Public Works Yard.

B. CITY entered into Amendment No. 1 to include similar studies and a report for the Civic Center buildings and other City buildings.

C. City desires to enter into this Amendment No. 2 to the Agreement in order to allow similar studies and a report to be performed on the remainder of the City buildings.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. The Termination date shall be amended as set forth above.

Section 3. Exhibit A, "Scope of Work" of the Agreement is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein.

Section 4. Exhibit B, "Schedule of Payment and Rates" of the Agreement is hereby amended as attached hereto and incorporated herein.

Section 5. Except as specifically amended by this Amendment No. 2, and previously amended by Amendment No. 1, all terms and conditions set forth in the Original Agreement shall remain in full force and effect.

EXECUTED the _____ day of April 2015, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
a Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT:
ASSOCIATION RESERVES

ROBERT NORDLUND
President

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager

GEORGE CHAVEZ
Director of Public Works Services

KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

ORIGINAL AGREEMENT

CONSULTANT shall perform a Capital Asset Inventory Study on the Headquarters Building for the Department of Public Works Services

The Headquarters Building is located at 345 Foothill Road, Beverly Hills, California, and the study will include an on-site inspection, evaluation, and report on the major capital assets at this location as outlined in the CONSULTANT proposal dated August 25, 2014, including but not limited to:

- Roofing
- Painting
- Asphalt
- Flooring
- Hot Water System
- HVAC System
- Bathrooms
- Elevators

Elements specifically excluded from this evaluation study: moveable furniture, minor office equipment, and water treatment plant assets.

The purpose of this inventory study will be to identify the current condition, useful life, remaining useful life, and replacement cost of the major capital assets associated with this building. The inventory study will include a color photographic inventory and an expense projection for the next thirty years to summarize the anticipated cost for capital repairs or replacement expenses. The Report shall be completed and delivered within eight weeks of receipt of a written Notice to Proceed from the CITY.

Additional Service: CONSULTANT shall also prepare a similar Capital Replacement Plan schedule for the Fleet Repair Center, adjacent to the Department Headquarters Building referenced above.

AMENDMENT NO. 1:

CONSULTANT shall perform a Capital Asset Inventory Study on the following City of Beverly Hills facilities:

- City Hall
- Fire Department Administration
- Civic Center Plaza (Grounds & Colonnades)
- Crescent Garage (The Wallis)
- Residential Property at 265 S. La Peer
- Police Department/Central Plant
- Civic Center Parking Structure
- Library
- Central Plant
- Information Technology Department

- Printing & Graphic Shop

The study will include an on-site inspection, evaluation, and report on the major capital assets at this location as outlined in the CONSULTANT proposal dated February 24, 2015, including but not limited to:

- Roofing
- Painting
- Asphalt
- Flooring
- Hot Water System
- HVAC System
- Bathrooms
- Elevators

Elements specifically excluded from this evaluation study: moveable furniture, minor office equipment, and water treatment plant assets.

The purpose of this inventory study will be to identify the current condition, useful life, remaining useful life, and replacement cost of the major capital assets associated with this building. The inventory study will include a color photographic inventory and an expense projection for the next thirty years to summarize the anticipated cost for capital repairs or replacement expenses.

The Report shall be completed and delivered within eight weeks after the inspection of the property has been performed.

AMENDMENT NO. 2

- 3rd Street Parking Structure
- PWS Warehouse and Shops
- Central Fuel Facility
- Water Treatment Plant
- 331 Foothill Offices
- 336 Foothill Road
- 9270 W 3rd Street (Credit Union)
- 9298 W 3rd Street (Lakeshore) \$20,050.00

- 9400 S Santa Monica
- Beverly/Canon Building & Parking Structure
- 333 N Crescent Parking
- 225 N Crescent Structure
- Gardens Building & Montage Parking Structure
- Brighton Parking Structure
- Bedford Parking Structure
- Camden Parking Structure \$18,500.00

- Reservoir #4 B
- Reservoir #4 A
- Reservoir #5
- Reservoir #6
- Reservoir #7

• Sunset Reservoir	
• Booster Station #2	
• Green Acres Pump	\$ 6,000.00
• 216 S Beverly Parking Structure	
• 239 S Beverly (Former Chamber of Commerce)	
• 345 N Beverly Parking Structure	
• Reeves Park	
• Maltz Park	
• Will Rodgers Park (Restroom)	\$11,250.00
• Greystone Park (Asphalt/Fence)	
• Greystone Park (Gatehouse)	
• Greystone Park (Stables)	
• Greystone Park (Firehouse Restroom)	
• Greystone Park (Pool House)	
• Greystone Park (Pump Station)	\$ 8,000.00
• Fire Station #2	
• Coldwater Park Community Center	
• Fire Station #3	
• La Cienega Tennis Center	
• La Cienega Community Center	\$13,250.00
• Water Wells (4 wells & signage)	
• Beverly Gardens Park (Canon Restrooms)	
• Beverly Gardens Park (Wilshire Fountain)	
• Santa Monica Five Parking Structures (5)	\$ 4,000.00
Sub-Total	\$81,050.00
Contingency	\$ 2,445.00
Total	\$83,945.00
Not-to-Exceed	\$133,495.00

The study will include an on-site inspection, evaluation, and report on the major capital assets at this location as outlined in the CONSULTANT proposal dated February 24, 2015, including but not limited to:

- Roofing
- Painting
- Asphalt
- Flooring
- Hot Water System
- HVAC System
- Bathrooms
- Elevators

Elements specifically excluded from this evaluation study: moveable furniture, minor office equipment, and water treatment plant assets.

The purpose of this inventory study will be to identify the current condition, useful life, remaining useful life, and replacement cost of the major capital assets associated with this building. The inventory study will include a color photographic inventory and an expense projection for the next thirty years to summarize the anticipated cost for capital repairs or replacement expenses.

The Report shall be completed and delivered within eight weeks after the inspection of the property has been performed.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

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

ORIGINAL AGREEMENT:

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

SCHEDULE

CITY shall compensate CONSULTANT in two payments: 50% to be paid upon completion of the initial site inspection and evaluation; and 50% paid upon completion and delivery of the Capital Asset Inventory Study as described in Exhibit A.

RATES

As provided in the quote from CONSULTANT dated August 25, 2014, the cost of these inventory studies is listed below:

Headquarters Building Capital Asset Inventory Study	\$5,120.00
Fleet Center Building Capital Asset Inventory Study	\$2,750.00

CITY shall compensate CONSULTANT for the satisfactory performance of the work described in this Agreement in an amount not to exceed Seven Thousand Eight Hundred Seventy Dollars (\$7,870.00) including reimbursable expenses.

AMENDMENT NO. 1:

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

SCHEDULE

CONSULTANT in two payments: 50% to be paid upon completion of the initial site inspection and evaluation; and 50% paid upon completion and delivery of the Capital Asset Inventory Study as described (See below)

As provided in the inventory schedule from CONSULTANT dated February 24, 2015, the cost of these inventory studies are listed below:

City Hall	\$9,500.00
Fire Station #1	\$4,000.00
Civic Center Plaza (Grounds & Colonnades)	\$3,500.00
Crescent Garage (Wallis)	\$2,000.00
265 S La Peer	\$2,000.00
Police Station	\$8,000.00
Civic Center Parking Structure	\$2,000.00
Library	\$8,500.00
Central Plant	\$ 500.00
I.T./Library	\$ 500.00
Printing & Graphics/Library	\$ 500.00
Total	\$41,000.00

CITY shall compensate CONSULTANT for the satisfactory performance of the work described in this Agreement in an amount not to exceed Forty One Thousand Dollars (\$41,000.00) including reimbursable expenses.

AMENDMENT NO.2

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

SCHEDULE

CONSULTANT in two payments: 50% to be paid upon completion of the group of site inspections and evaluation; and 50% paid upon completion and delivery of the Capital Asset Inventory Study of these sites as described (See below)

As provided in the inventory schedule from CONSULTANT dated February 24, 2015, the cost of these inventory studies are listed below:

3rd Street Parking Structure	
PWS Warehouse and Shops	
Central Fuel Facility	
Water Treatment Plant	
331 Foothill Offices	
336 Foothill Road	
9270 W 3rd Street (Credit Union)	
9298 W 3rd Street (Lakeshore)	\$20,050.00

9400 S Santa Monica	
Beverly/Canon Building & Parking Structure	
333 N Crescent Parking Structure	
225 N Crescent Parking Structure	
Gardens Building & Montage Parking Structure	
Brighton Parking Structure	
Bedford Parking Structure	
Camden Parking Structure	\$18,500.00

Reservoir #4 B	
Reservoir #4 A	
Reservoir #5	
Reservoir #6	
Reservoir #7	
Sunset Reservoir	
Booster Station #2	
Green Acres Pump	\$ 6,000.00

216 S Beverly Parking Structure	
239 S Beverly (Former Chamber of Commerce)	
345 N Beverly Parking Structure	
Reeves Park	
Maltz Park	
Will Rodgers Park (Restroom)	\$11,250.00

Greystone Park (Asphalt/Fence)	
Greystone Park (Gatehouse)	
Greystone Park (Stables)	
Greystone Park (Firehouse Restroom)	
Greystone Park (Pool House)	
Greystone Park (Pump Station)	\$ 8,000.00
Fire Station #2	
Coldwater Park Community Center	
Fire Station #3	
La Cienega Tennis Center	
La Cienega Community Center	\$13,250.00
Water Wells (4 wells & signage)	
Beverly Gardens Park (Canon Restrooms)	
Beverly Gardens Park (Wilshire Fountain)	
Santa Monica Five Parking Structures (5)	\$ 4,000.00
Sub-Total	\$81,050.00
Contingency	<u>\$ 2,445.00</u>
Total	\$83,495.00

CITY shall compensate CONSULTANT for the satisfactory performance of the work described in this Agreement in an amount not to exceed Eighty One Thousand Fifty Dollars (\$81,050.00) including reimbursable expenses.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : _____ BY : _____

 Authorized Insurance Representative

AGENCY : _____ TITLE : _____
 _____ Address : _____
