



## AGENDA REPORT

**Meeting Date:** November 17, 2015

**Item Number:** F-2

**To:** Honorable Mayor & City Council

**From:** Nancy Hunt-Coffey, Assistant Director of Community Services

**Subject:** APPROVAL OF:

- A. RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS ADOPTING A MITIGATED NEGATIVE DECLARATION FOR THE DEVELOPMENT OF A DOG PARK AT THE SOUTHEAST CORNER OF FOOTHILL ROAD AND ALDEN DRIVE, AND AUTHORIZING DEVELOPMENT OF A DOG PARK SUBJECT TO FINAL DESIGN AND OPERATIONAL CONTROLS.
- B. AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR CONSULTANT DESIGN SERVICES IN CONNECTION WITH A DOG PARK; AND
- C. APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$76,900 TO RTK ARCHITECTS, INC. FOR THE SERVICES

**Attachments:**

- 1. Resolution
- 2. Amendment

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### **RECOMMENDATION**

Staff recommends that the City Council approve a resolution adopting the Final Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the Dog Park project to be located at the lot at the corner of Foothill and Alden. Staff further recommends approval of contract Amendment No. 1 to the agreement between the City of Beverly Hills and RTK Architects for architectural services related to the Dog Park project, and approve a Change Purchase Order in the amount of \$76,900 for these services.

## **INTRODUCTION**

At the October 20, 2015 City Council meeting, Council gave direction to proceed with the plans for the dog park at the corner of Alden and Foothill. As described at that meeting, and as laid out in the Mitigated Negative Declaration document for the dog park, a substantial portion of the \$400,000 budget will be used to remediate the arsenic impacted soil and to cap an abandoned groundwater monitoring well. However, current estimates indicate that a basic dog park can be constructed at the site for \$400,000 - \$450,000. Staff recommends that the design and construction documents for the park be completed and that the project be let out for bid, since it is only by putting the project out to bid that the true cost to construct it will be known.

## **DISCUSSION**

Staff requests that City Council approve a change purchase order and an amendment to the agreement with RTK Architects so that design and construction documents can be developed and put out to bid. The original contract agreement dated August 10, 2015 was approved under the signing authority of the City Manager for \$28,500.00 for concept studies and site analysis. The scope of services for Amendment no. 1 will extend the architectural services to continue the design and prepare construction plans and specifications for construction. Included in the amended services will be limited civil engineering, landscape, and construction administration services to provide site observation of the work to ensure quality standards of the contract documents are satisfied.

The "enhancements" to the dog park that were prioritized by the Recreation and Parks and shared with the City Council at the October 20, 2015 meeting, will be included in the bid package and cost itemized as add alternates. Through this process, these enhancements can be added to the project if the bids come in under budget or if additional funds can be found for them. Bids will be structured so that it will be possible to identify items or pieces of the project that can be funded by interested donors.

The draft environmental study of this site was shared with the City Council at the August 4, 2015 meeting. At that time, the environmental consultants for this project recommended a Mitigated Negative Declaration (MND). The comment period for the expired on October 20, 2015.

The City received three written comment letters on the MND, two during the comment period on the environmental report, and one after the comment period closed.

The first was from Marcia Hollander, who expressed opposition to the project and asked about the cost and maintenance of the park.

The second was from Michael Baum, counsel to the Beverly Hills Synagogue, Young Israel of North Beverly Hills. This commenter states an opinion that the Draft IS-MND lacks scientific, objective, or accurate data on the number of park users and their impacts on noise levels, traffic, and parking in the neighborhood. The commenter also states that the document does not address concerns of the synagogues in the area. The commenter requests that the Council consider alternative uses for the land and expresses opposition to the park unless mitigation actions (provided by the commenter) are undertaken.

The third was from Richard Lloyd Sherman.

Responses to these comment letters are provided in the Final MND. A link to this document is included as an attachment to this report.

The recommended mitigation is the first option because the mesh barrier provides a physical barrier to prevent dogs that might dig into the soil, from accessing the arsenic-impacted soil.

A number of operational aspects of the dog park were presented at the City Council meeting on October 20, 2015. City Council provided feedback on these aspects, including daily operating hours of 8 a.m. – 8 p.m. The MND was revised to include these changes and no additional impacts were identified as a result of the update. Staff will continue working on developing the operational program and those will be finalized through the Recreation and Parks City Council liaisons in the coming months.

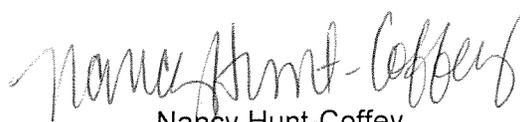
**FISCAL IMPACT**

The fee proposal for RTK Architects for the above services under Amendment No. 1 is \$76,900. The total of the original agreement and this amendment is \$105,400.

Funding for this amendment is allocated in the fiscal year 2015-16 Capital Improvement Program (CIP) budget the Dog Park for project #0150.

  
Don Rhoads, Director of  
Administrative Services

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Nancy Hunt-Coffey  
Approved By

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# **Attachment 1**

**RESOLUTION NO. 15-R-\_\_\_\_\_**

**RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS ADOPTING A MITIGATED NEGATIVE DECLARATION FOR THE DEVELOPMENT OF A DOG PARK AT THE SOUTHEAST CORNER OF FOOTHILL ROAD AND ALDEN DRIVE, AND AUTHORIZING DEVELOPMENT OF A DOG PARK SUBJECT TO FINAL DESIGN AND OPERATIONAL CONTROLS**

WHEREAS, the City of Beverly Hills (“City”) has explored development of a dog park at the southeast corner of Foothill Road and Alden Drive (the “Project”); and,

WHEREAS, the City, acting as the lead agency, undertook to prepare environmental documentation for the potential dog park project as further described in the Final Mitigated Negative Declaration; and

WHEREAS, the Notice of Intent to Adopt a Mitigated Negative Declaration and the initial study completed for the Project was circulated for public review and comment from July 31, 2015 through August 20, 2015; and,

WHEREAS, during the public review and comment period, the City received two comment letters from members of the public, and received one late letter commenting on the Mitigated Negative Declaration after close of the comment period; and,

WHEREAS, the City, although not required to do so, has prepared responses to each of the comments on the Mitigated Negative Declaration and initial study, and prepared a Final Mitigation Negative Declaration (attached hereto as Exhibit A), which includes the draft Mitigated Negative Declaration documentation, the comments received in response to the Notice of Intent to Adopt a Mitigated Negative Declaration, responses

to those comments, and an explanation of certain revisions to the Project and to the environmental documentation in response to the public comments; and,

WHEREAS, the City has prepared a Mitigation and Monitoring and Reporting Program (attached hereto as Exhibit B); and

WHEREAS, the custodian of the documents and other materials that constitute the record of proceedings on which any action on the Project and the Final Mitigated Negative Declaration is based is the Director of Community Development, whose offices are located at 455 N. Rexford Drive, Beverly Hills, CA 90210.

**NOW, THEREFORE, THE CITY OF BEVERLY HILLS DOES HEREBY RESOLVE, FIND AND DETERMINE AS FOLLOWS:**

Section 1. The City Council, as the lead agency for the Project, has considered the Final Mitigated Negative Declaration, along with all comments received and the responses to the comments that are contained in the Final Mitigated Negative Declaration.

Section 2. The City Council finds, in its independent judgment after considering all relevant evidence in the record of proceedings for the Project, including without limitation the information set forth in the Final Mitigated Negative Declaration, that there is not substantial evidence supporting a fair argument that the Project may actually produce any significant environmental impacts that cannot be mitigated to a less than significant level through implementation of those mitigation measures identified in

the Final Mitigated Negative Declaration. Therefore, the City Council finds that the Project will not have a significant environmental effect.

Section 3. The City Council finds that the Final Mitigated Negative Declaration reflects the Council's independent judgment and analysis.

Section 4. The City Council hereby adopts the Final Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Proposed Project.

Section 5. The City Council hereby approves the development of the Project, subject to final design development and approval, and certain operational controls to be determined through the Parks and Recreation City Council Liaisons.

Section 6. The City Council hereby directs staff to prepare a Notice of Determination and file that Notice with the County Clerk in accordance with Section 15075(d) of the California Environmental Quality Act Guidelines.

Section 7. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and his certification to be entered in the Book of Resolutions of the City Council of this City.

Section 8. This Resolution shall be effective upon adoption.

Adopted:

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

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DAVID M. SNOW  
Interim City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

  
\_\_\_\_\_  
FOR: DAVID LIGHTNER  
Deputy City Manager/Director of Capital  
Assets

EXHIBIT A  
FINAL MITIGATED NEGATIVE DECLARATION

The Final Mitigated Negative Declaration  
is available at [www.beverlyhills.org/environmental](http://www.beverlyhills.org/environmental)  
and will be distributed under separate cover

EXHIBIT B

MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program  
is available at [www.beverlyhills.org/environmental](http://www.beverlyhills.org/environmental)  
and will be distributed under separate cover

# **Attachment 2**

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY  
OF BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR  
CONSULTANT DESIGN SERVICES IN CONNECTION WITH A  
DOG PARK

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 Lightner, Deputy City Manager/Director  
of Capital Assets

COMMENCEMENT DATE: August 10, 2015

TERMINATION DATE: June 30, 2016

CONSIDERATION: Original Agreement:  
Not to exceed \$28,500.00, including reimbursable  
expenses as more particularly described in Exhibit B;

Amendment No. 1:  
Professional fees in the amount of \$62,700.00, as described  
in Exhibit B;

Contingency for additional work not to exceed \$10,000.00,  
as more particularly described in Exhibit B;

Reimbursable expenses not to exceed \$4,200.00, as  
described in Exhibit B;

Total not to exceed \$105,400.00

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR CONSULTANT  
DESIGN SERVICES IN CONNECTION WITH A DOG PARK

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills, a municipal corporation (“CITY”) and RTK CONSULTANTS, Inc. (“CONSULTANT”), a corporation, dated September 1, 2015 and identified as Contract No. 457-15 (“Agreement”).

RECITALS

A. CITY entered into a written agreement with CONSULTANT on September 1, 2015 for architectural services related to the Dog Park (the “Project”).

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

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Exhibit A, the Scope of Work, shall be amended as attached hereto and incorporated herein.

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

Section 4. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the

\_\_\_\_\_ day of \_\_\_\_\_ 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

RTK CONSULTANTS, INC.

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

\_\_\_\_\_  
PHILIP TRIGAS  
Secretary

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

\_\_\_\_\_  
DAVID E. LIGHTNER  
Deputy City Manager/Director of Capital Assets

\_\_\_\_\_  
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 in connection with the design and construction management services related to a dog park ("Project"):

Scope of Work

DESCRIPTION OF WORK: Architectural and landscape design services for Concept/Schematic Design Phase. Design Development, Construction Documents and Construction Observation Phases are not included at this time and may be included at a later date, as needed.

DESCRIPTION OF SITE: Proposed site is located at the southeast corner of Foothill Road and Alden Drive. Site area includes 20,800 square feet of the lot as shown in the preliminary Conceptual Design by RTK Architects, Inc. (Attachment 1). It is assumed that the remainder of the lot is not included in the scope of work at this time and will remain as is.

SCOPE OF WORK: Scope of work may include, but is not limited to, the following elements noted in the preliminary Conceptual Design: protection and preservation of existing trees, new landscape for site, new chain link fence with access gate(s) including entry double gates for separate large and small dogs, perimeter site screening, shaded pedestrian seating areas and placement of drinking fountain(s) with dog bowls.

SCOPE OF SERVICES

CONCEPT/SCHEMATIC DESIGN

1. Meet with CITY staff (Project Team) to establish direction for the landscape work.
2. Review conditions at Project site and photo-document the site.
3. Review CITY and code requirements as provided by Project Team.
4. Prepare existing tree inventory and review arborist reports and recommendations – if required.
5. Assemble base plans, based upon accurate survey or site base plan information provided by the CITY.
6. Assess existing site utilities for water fountains, electrical service for potential lighting and electronic gate controls.
7. Prepare site analysis documents; neighborhood context, circulation, sun/shade study, topography, views, existing vegetation, etc.

8. Prepare landscape concept studies and sketches for site area. Up to two iterations may be included. Scope of design work as noted in Description of Work above.
9. Prepare materials precedent board noting proposed planting species, hard and softscape materials and proposed pedestrian and canine amenities.
10. Meet with Project Team to review concept design studies, consult on hardscape materials and site elements and review sustainability and/or stormwater recharge opportunities if feasible. Project Team to determine favored scheme to develop into final landscape plans.
11. Review cost estimate prepared by CITY cost estimator for landscape items. Services of cost estimator to be obtained by the CITY, if applicable.
12. Prepare schematic landscape architectural documents for chosen scheme including landscape plans, sections and elevations as deemed necessary to convey design intent.
13. Prepare perspectives/3D views of chosen areas of the site. Up to four views are anticipated.
14. Render schematic landscape architectural documents.
15. Meet with Project Team to review Schematic Design progress.
16. Prepare final boards, including rendered landscape plan(s), sections and elevations, perspectives and material selections, as deemed necessary to convey design intent.
17. Boards will be assembled for the purpose of presentation to the City Council.
18. Review final schematic design with CITY/Project Team.

Up to 4 coordination meetings/presentations have been included in this phase of work. Public presentations/presentations to agencies are not included in this phase of work.

Not Included in Agreement:

- Site Remediation: Treatment and capping of Arsenic to be designed by CITY's environmental consultant. Design elements to be incorporated in CONSULTANT's scope.
- Irrigation Drawings
- Survey
- Procurements of services of an Arborist

Milestone Schedule:

- Site Analysis 1 week
- Schematic Design 4 weeks

AMENDMENT NO. 1

The Scope of Work will extend the architectural services to continue the design services and prepare construction plans and specifications for construction. Included in the amended services will be limited civil engineering, landscape, and construction administration services to provide site observation of the work to ensure quality standards of the contract documents are satisfied. CONSULTANT shall also provide construction administration services during the construction activities and coordination of soil remediation and the capping of the groundwater monitoring well.

Scope of Services

ENGINEERING SERVICES

- A. CONSULTANT shall provide a survey to confirm grade elevations as required in designing the project to meet current ADA codes and to drain the site appropriately for the intended use. CONSULTANT shall secure required appropriate engineering services for the infrastructure of optional items that have been proposed, which includes but not limited to, Concrete Masonry Walls, Shade Structures, pathways for electronic gates, CCTV, webcams, drainage, and other site utilities.
- B. CONSULTANT shall coordinate with CITY staff and other CITY Consultants on the remediation requirements and the capping of the groundwater monitoring well. Requirements shall be incorporated into appropriate design and construction documents.

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; sections; preliminary site system designs; key details; and outline specifications. Design Documents for shade structure designs and any common areas will include, without limitation, final space plan; typical details; walls, gates and finish selection.

It shall also include the double gate layout, selection and optional hookups for CCTV, card access, electric strikes, or web camera components.

- 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. CONSULTANT shall provide a list of the bid alternative items and reference to their drawings and specification documents.
- 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 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 shall 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.
- F. 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
- Project cost estimates

#### EXCLUSIONS

- Arborist services
- Geotechnical investigation
- Removal Action Workplan for Site Remediation

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

ORIGINAL AGREEMENT

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, a not to exceed amount of Twenty Eight Thousand Five Hundred Dollars (\$28,500.00), based on the hourly rates stipulated herein, including reimbursable expenses.

Total fee under this Agreement shall not exceed Twenty Eight Thousand Five Hundred Dollars (\$28,500.00).

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.

Services Fee Schedule:

The following hourly rate schedule shall apply to services under this Agreement.

| <u>Title</u>     | <u>Project Title</u>      | <u>Rates</u> |
|------------------|---------------------------|--------------|
| Partner          | Principal                 | \$200        |
| Assoc.           | Partner Project Architect | \$175        |
| Senior Associate | Architect                 | \$165        |
| Associate        | Associate                 | \$155        |
| None             | Designers/Drafters        | \$125        |
| None             | Technical Staff           | \$80         |

AMENDMENT NO. 1

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, a lump sum of Sixty Six Thousand Nine Hundred Dollars (\$62,700.00).

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 Ten Thousand Dollars (\$10,000.00).

Reimbursable expenses shall include printing and plotting, and computer rendering of the interior design, reasonably incurred by CONSULTANT and CONSULTANT'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 Four Thousand Two Hundred Dollars (\$4,200.00) shall cover such reimbursable expenses

FEE BREAKDOWN AMENDMENT NO. 1

| Description                              | Architectural | Plumbing | Electrical | Civil    | Landscape | Survey  | Total    |
|--|---------------|----------|------------|----------|-----------|---------|----------|
|  |               |          |            |          |           |         |          |
| <b>Design Development</b>                | \$7,600       |          |            | \$3,500  | \$3,500   | \$2,000 | \$16,600 |
| <b>Construction Documents</b>            | \$12,000      | \$2,000  | \$3,500    | \$6,200  | \$7,000   |         | \$30,700 |
| <b>Building Department &amp; Bidding</b> | \$1,900       |          |            | \$1,000  | \$500     |         | \$3,400  |
| <b>Sub Total Professional Services</b>   | \$21,500      | \$2,000  | \$3,500    | \$10,700 | \$11,000  | \$2,000 | \$50,700 |
|  |               |          |            |          |           |         |          |
| <b>Construction Administration</b>       | \$5,500       | \$750    | \$750      | \$2,500  | \$2,500   |         | \$12,000 |
| <b>Total Professional Services</b>       | \$27,000      | \$2,750  | \$4,250    | \$13,200 | \$13,500  | \$2,000 | \$62,700 |
|  |               |          |            |          |           |         |          |
| <b>Add:</b>                              |               |          |            |          |           |         |          |
| Reimbursable                             | \$4,200       |          |            |          |           |         | \$4,200  |
| Design Contingency                       | \$10,000      |          |            |          |           |         | \$10,000 |
| <b>Total</b>                             |               |          |            |          |           |         | \$76,900 |

Total compensation pursuant to this Amendment No. 1 and the original Agreement shall not exceed One Hundred Nine Thousand Six Hundred Dollars (\$105,400.00).