



AGENDA REPORT

Meeting Date: November 15, 2016
Item Number: D-7
To: Honorable Mayor & City Council
From: Chad Lynn, Assistant Director of Public Works
Logan Phillippo, Management Analyst

Subject: AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STEGEMAN AND KASTNER, INC. FOR DEVELOPMENT, PROJECT, AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE CITY-WIDE ENERGY PERFORMANCE UPGRADES PROJECT

Attachment:

1. Amendment No. 1
2. Original Agreement (541-15)

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 1 to the Agreement between the City of Beverly Hills and Stegeman and Kastner, Inc. for Development, Project and Construction Management Services Related to the City-Wide Energy Performance Contract.

INTRODUCTION

Under this agreement, Stegeman and Kastner, Inc. provides project management services related to the implementation of an energy performance project with Climatec, LLC. This amendment (Attachment 1) will increase the total not-to-exceed amount of Agreement 541-14 (Attachment 2) from \$50,000 to \$80,000 in order to ensure authorization for additional project management services through project completion.

DISCUSSION

On August 18, 2015, City Council authorized the execution of an energy service agreement with the firm Climatec, LLC for the implementation of energy-saving improvements such as upgrading streetlights and parking structures with energy-efficient LED lighting and installing new carbon monoxide monitoring and control systems for heating, ventilation and air-conditioning efficiencies.

The Climatec project was originally scheduled for completion on October 1, 2016. However, the City issued a no-cost time-extension change order to Climatec through January 31, 2017, in order to complete installation of lighting at two parking structures, an evaluation of existing conditions at a chilled water storage tank at the Civic Center Central Plant and work necessary for evaluating a light-emitting diode (“LED”) street light upgrade.

The chilled water tank evaluation requires draining the existing tank. Staff has been advised to coordinate drainage of the chilled water tank with the construction of two cooling towers, so as to minimize the impact on cooling systems at the Civic Center Complex. The LED street light evaluation will also take place during the late fall months so as to conduct lighting surveys with the public at times when the sun sets earlier in the evenings.

Reduced staffing levels in the Project Administration Bureau of the Public Works Department have resulted in an increased need for contract project management services for continued implementation. In recent years, Stegeman and Kastner has provided project management and consulting services for other various projects, including upgrades and improvements at tenant-leased facilities, construction oversight for the 9876 Wilshire boulevard Hilton Revitalization Project – Waldorf Astoria Build-out, and improvement projects at various City parking garages. Because of the firm’s familiarity with City processes and ongoing projects, this amendment will offer an interim contract management solution until vacant positions in Project Administration are filled, starting with the City Architect position which is currently anticipated for late 2016 or early 2017.

Billable hours related to Climatec project management have resulted in an average of approximately \$4,000 in project management expenditures per month. After one full year, the total amount expended under this contract is nearing the \$50,000 not-to-exceed amount. Staff estimates that billable hours will remain consistent with this \$4,000 average over the next four months, for a total of \$16,000. If the need were to arise for additional project management support due to unforeseen circumstances, an additional \$14,000 would be available.

FISCAL IMPACT

No additional funding is requested at this time. Funds related to this project are available as part of Capital Improvement Project 0811, Major Buildings Systems Maintenance & Replacement.


George Chavez
Approved By

Attachment 1

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STEGEMAN AND KASTNER, INC. FOR DEVELOPMENT, PROJECT, AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE CITY-WIDE ENERGY PERFORMANCE UPGRADES PROJECT

NAME OF CONTRACTOR: STEGEMAN AND KASTNER, INC.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Zara Farimani, Vice President

CONTRACTOR'S ADDRESS: 2601 Ocean Park Bl., Ste 300
Santa Monica, CA 90405
Attention: Zara Farimani, Vice President

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: George Chavez, Director of Public Works
and Chad Lynn, Assistant Director of Public Works

COMMENCEMENT DATE: October 19, 2015

TERMINATION DATE: October 19, 2017

CONSIDERATION: Original Agreement: Not to Exceed \$50,000
Amendment No 1: Not to Exceed \$30,000
Total Not to Exceed: \$80,000, based on the rates set forth in Exhibit B (includes reimbursable expenses)

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STEGEMAN AND KASTNER, INC. FOR DEVELOPMENT, PROJECT, AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE CITY-WIDE ENERGY PERFORMANCE UPGRADES PROJECT

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Stegeman and Kastner, Inc. (hereinafter called "CONTRACTOR"), dated October 19, 2015, and identified as Contract No. 541-15, a copy of which is on file in the Office of the City Clerk.

RECITALS

- A. CITY entered into a written agreement with CONTRACTOR for development, project, and construction management services related to CITY's energy performance upgrade project.
- B. CITY and CONTRACTOR desire to amend the Agreement to extend the term and compensate CONTRACTOR for unanticipated additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The TERMINATION DATE shall be amended as set forth on the cover page.

Section 2. The CONSIDERATION shall be amended as set forth on the cover page.

Section 3. Exhibit A, "Scope of Work" is hereby amended as attached hereto and incorporated herein.

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

Section 5. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE (SEAL)
City Clerk

CONTRACTOR: STEGEMAN AND
KASTNER, INC.

FRIEDRICH KASTNER
Chief Executive Officer

RANDALL FULTON
Treasurer

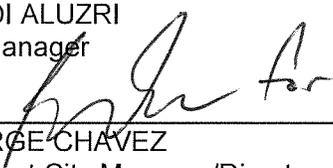
[Signatures continue]

APPROVED AS TO FORM:

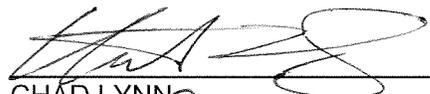

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

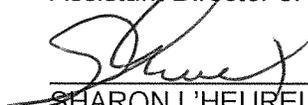
MAHDI ALUZRI
City Manager



GEORGE CHAVEZ
Assistant City Manager/Director of Public Works



CHAD LYNN
Assistant Director of Public Works



SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall perform the following services in connection with CITY's energy performance upgrade project:

SCOPE OF SERVICES:

DESIGN PHASE

Schematic Design:

CONTRACTOR shall coordinate the review and approval process of the concept drawings prepared by Climatec, Inc. CONTRACTOR shall coordinate this effort with City's designated staff. CONTRACTOR will provide written review comments to Climatec and City staff.

Design/Build Documents:

CONTRACTOR will coordinate the construction documents review with the City's designated staff. CONTRACTOR will coordinate the review of the proposed materials, mock ups, coordination with the building systems, design loads and engineering assumptions and proposed methods of construction for compliance with the City's budget, schedule, goals and objectives. CONTRACTOR will provide written review comments to Climatec and City staff.

Contract Administration:

CONTRACTOR will monitor the performance of the project participants. CONTRACTOR will coordinate with City staff on the review and recommendation for approval of all billings provided by the Contractor.

Project Schedule:

CONTRACTOR will review and monitor the Project Master Schedule developed by Climatec. The schedule shall include Climatec's activities, City's review and approval time requirements, public approvals, and permitting requirements. CONTRACTOR will coordinate the construction schedule with building users.

Project Budget:

CONTRACTOR will provide ongoing review of the project budget developed by Climatec and will advise the City of any changes.

Design Meetings:

CONTRACTOR will conduct one weekly design review meeting with Climatec and designated City staff.

CONSTRUCTION PHASE

Contractor Procedures:

CONTRACTOR will review Climatec's proposed project documentation and procedures, as well as preconstruction schedules relating to product submittals, shop drawing preparation, mock ups, purchasing and deliveries, and the confirmation of timely availability of alternative products. CONTRACTOR will work with City to determine various options for material disposal and/or recycling prior to construction commences. CONTRACTOR will coordinate the disposal

process with Climatec and review the procedures for all materials that the City wishes to dispose of, retain or recycle.

Change Order Control:

CONTRACTOR will coordinate the review of requests for changes with the City.

Cost Report:

CONTRACTOR will review the monthly Cost Report prepared by Climatec for direct and indirect cost expenditures reflecting committed costs (based contracts plus any Change Orders), pending Change Order, anticipated Change Orders, and cost to complete.

Pay Requests:

CONTRACTOR in coordination with the City will review Climatec's monthly pay requests for progress payments and city's approval issued in connection therewith.

Construction Meetings:

CONTRACTOR will conduct one weekly meeting with Climatec, and the City's designated staff to review construction progress, request for information (RFIs), and review schedules, requested and/or pending changes, and any other current construction related issues to assure orderly progress of work.

Final Acceptance:

CONTRACTOR will coordinate procedure acceptable to the City Engineer in connection with the inspection and acceptance of the work in order to facilities City's final acceptance.

Project Close Out:

CONTRACTOR will coordinate a final acceptance review of construction work with the City Engineer and City's designated staff. CONTRACTOR will assist with the City in developing a punchlist of corrective work and request the inspectors to make final inspection and provide certification when and where appropriate. CONTRACTOR will monitor Contractor's close-out of all contracts, including settlement of claims, receipt of all final lien releases, and final payments. CONTRACTOR will monitor the production of as-built drawings (as required), and the preparation of project manuals, including all operating instructions and warranties.

ADDITIONAL SERVICES

Additional services outside of the scope of work as outlined above will be set forth in writing in an executed Individual Project Order (IPO) to be approved by the CITY in writing before any work will be initiated. CONTRACTOR and CITY will mutually agree to additional services, in writing.

Estimated Fees for Services

Based on the above scope of work, the estimated fees are as follows:

Estimated Fee:	\$78,700.00
Reimbursable:	\$1,300.00
Total Not to Exceed:	\$80,000.00

Attachment 2

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND STEGEMAN AND KASTNER, INC. FOR
DEVELOPMENT, PROJECT AND CONSTRUCTION
MANAGEMENT SERVICES RELATED TO THE CITY-
WIDE ENERGY PERFORMANCE UPGRADES PROJECT

NAME OF CONTRACTOR: STEGEMAN AND KASTNER, INC.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: ZARA FARIMANI, VICE PRESIDENT

CONTRACTOR'S ADDRESS: 2601 Ocean Park Blvd. Ste 300
Santa Monica, CA 90405
Attention: Zara Farimani, Vice President

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: George Chavez,
Director of Public Works Services &
Chad Lynn, Assistant Director of Public Works
Services

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: October 1, 2016

CONSIDERATION: Not to exceed \$50,000.00; as more fully described
in Exhibit B.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND STEGEMAN AND KASTNER, INC. FOR
DEVELOPMENT, PROJECT AND CONSTRUCTION
MANAGEMENT SERVICES RELATED TO THE CITY-
WIDE ENERGY PERFORMANCE UPGRADES PROJECT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and STEGEMAN & KASTNER, INC. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work") herein by this reference, the "Services".

B. CONTRACTOR represents that it is qualified and able to perform the Services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services. CONTRACTOR shall perform the Services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon THE Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the Services provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance.

A Policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or on a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or

self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five (5) calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

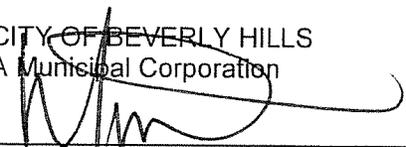
Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

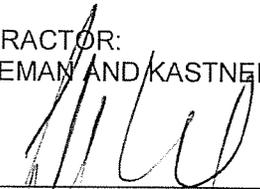
EXECUTED the 19th day of October 2015, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation



MAHDI ALUZRI *KK*
City Manager

CONTRACTOR:
STEGEMAN AND KASTNER, INC.

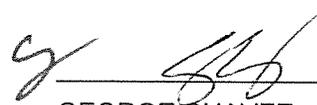


FRIEDRICH KASTNER
Chief Executive Officer



RANDALL FULTON
Treasurer

APPROVED AS TO CONTENT



GEORGE CHAVEZ
Director of Public Works Services



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall perform the following services:

SCOPE OF SERVICES:

DESIGN PHASE

Schematic Design:

CONTRACTOR will coordinate the review and approval process of the concept drawings prepared by Climatec, Inc. CONTRACTOR will coordinate this effort with City's designated staff. CONTRACTOR will provide written review comments to Climatec and City staff.

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with Climatec and review the procedures for all materials that the City wishes to dispose of, retain or recycle.

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Final Acceptance:

CONTRACTOR will coordinate procedures acceptable to the City Engineer in connection with the inspection and acceptance of the work in order to facilitate City's final acceptance.

Project Close Out:

CONTRACTOR will coordinate a final acceptance review of construction work with the City Engineer and City's designated staff. CONTRACTOR will assist the City in developing a punchlist of corrective work and request the inspectors to make final inspection and provide certification when and where appropriate. CONTRACTOR will monitor Contractor's close-out of all contracts, including settlement of claims, receipt of all final lien releases, and final payments. CONTRACTOR will monitor the production of as-built drawings (as required), and the preparation of project manuals, including all operating instructions and warranties.

Additional Services

Additional services outside of the scope of work as outlined above will be set forth in writing in an executed Individual Project Order (IPO) to be approved by the CITY in writing before any work will be initiated. CONTRACTOR and CITY will mutually agree to additional services, in writing.

Estimated Fees for Services

Based on the above scope of work the estimated fees are as follows:

Estimated Fee:	\$49,059.00
Reimbursable:	<u>\$941.00</u>
Total Not to Exceed:	\$50,000.00

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

City shall pay CONTRACTOR an amount not to exceed Fifty Thousand Dollars (\$50,000.00) for the term of the Agreement for the scope of services as detailed in Exhibit A.

Any additional services rendered by CONTRACTOR will be submitted to and mutually agreed upon by the CITY in writing, which shall include documentation setting forth in detail a description of the services to be rendered and the hours of service at the rates set forth below. CITY shall pay CONTRACTOR within thirty (30) days of receipt of same provided services were satisfactorily rendered.

All services shall be billed at the following rates:

The following standard rate schedule for fee agreements (in office rates) is valid for the current calendar year and is subject to revision on an annual basis. **Effective January 1, 2014**

Position: **Hourly Rates:**

Principal	\$224.00
Project Executive	\$203.00
Senior Project Manager	\$185.00
Project Manager	\$170.00
Assistant Project Manager	\$150.00
QA/QC Manager	\$150.00
Senior Estimator	\$125.00
Senior Scheduler	\$125.00
Project Engineer	\$98.00
Administrative Staff	\$55.00

Reimbursable Expense Rates:

All reimbursables will be charged at cost without markup

Photocopy/Reproduction Rate - B/W \$.10/page

Photocopy/Reproduction Rate - Color \$.50/page

Mileage, adjusted to I.R.S. standard rate

Parking

Long Distance Telephone

Printing

Messenger & Delivery Services

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

TITLE : _____
 AGENCY : _____ Address : _____

