



AGENDA REPORT

Meeting Date: October 16, 2007
Item Number: F-10
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 T.I. MALONEY, INC., DBA COMMUNITY WORKS DESIGN GROUP FOR CONSULTING DESIGN SERVICES RELATED TO WILL ROGERS MEMORIAL PARK AND BEVERLY GARDENS PARK

AND APPROVE A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$65,895 TO T.I. MALONEY, INC., DBA COMMUNITY WORKS DESIGN GROUP FOR THE SERVICES

Attachments:

1. Agreement
2. Categorical Exemption

RECOMMENDATION

It is recommended that the City Council approve Amendment No. 1 to the Agreement with T.I. Maloney, Inc., dba Community Works Design Group for the Will Rogers Memorial Park and Beverly Gardens Park Restoration and Improvements project, and approve a change purchase order in the amount of \$65,895.

INTRODUCTION

The Capital Improvement Program (CIP) for Community Services Department incorporates improvements to Will Rogers Memorial Park and three blocks in Beverly Gardens Park at Arden and Alta, Alpine and Foothill and Roxbury Drive. The basic program for this project includes the evaluation of the decomposed granite pathways and fountain basin at Will Rogers Memorial Park; and repair/restoration of the arbor structures and related site improvements at the Beverly Gardens Park sites. In addition, the restoration of the Gargoyle fountain at the Alpine and Foothill block is recommended.

DISCUSSION

An agreement with Community Works Design Group was approved in February 2007 to analyze the program and prepare an evaluation with designs for the various sites. A report dated August 13, 2007, was submitted that included conceptual designs and preliminary cost estimates reflecting the site observations of existing conditions,

materials evaluations, pool/pond evaluation, paving and drainage evaluation, lighting review and site furnishings evaluation. Based on these evaluations, options were presented to the City for consideration that includes the input of a historic and conservation consultant, Griswold Conservation Associates. The report reflects the following scope of work to be implemented under this amendment to the agreement.

Will Rogers Memorial Park

The scope entails the replacement of the decomposed granite pathways with interlocking pavers to address ongoing safety and maintenance issues. Evaluation of the fountain basin led to the recommendation to replace the concrete basin structure to match the existing details in order to fully resolve the persistent leaking (mechanical systems to remain unchanged). The preliminary cost for this work is \$547,000.

Beverly Gardens Park

Arden and Alta Block – the scope calls for the replacement of the arbor structure with wood beams and heavy lattice utilizing decay-resistant structural wood. Replacement of benches, drinking fountain, trash receptacles, trellis lighting, irrigation modifications, and new landscape plantings are also included in the scope for a total preliminary cost of \$87,000.

Alpine and Foothill Block – the scope focuses on the Gargoyle Fountain directly in front of the arbor structure, and based on the evaluation by Griswold Conservation Associates, the restoration of the fountain structure and new equipment for a water feature is recommended. The plan also includes replacement of damaged or missing wood members of the arbor structure, as well as trash receptacles, drinking fountain, and lighting. The preliminary cost for this work is \$116,000.

Roxbury Block – the scope of work addresses replacement of the arbor structure to match the original with decay-resistant structural wood, benches, trash receptacles and drinking fountain. The existing drinking fountain in the center of the plaza would be replaced with a specimen shade tree and shrub roses. The preliminary cost for this work is \$73,000.

The amendment calls for complete design services, schematic design documents, construction documents, assistance during the bidding phase and construction administration. The services include the preparation of planting, irrigation and electrical plans, specifications and cost estimates

Consultant fees are not to exceed \$56,395 plus reimbursable expenses of \$4,500. In addition, a contingency of \$5,000 is included for additional services that may be required. The total amount for Amendment No. 1 is \$65,895, which results in a total not to exceed amount of \$100,585.

The Community Services Department is in agreement that the scope of work specified herein meet the priorities established for the project, and are satisfied that the park improvements will provide long-term benefit and utilization of the facilities. The Recreation and Parks Commission has reviewed and endorses the proposed project.

The Department of Community Development has reviewed the project for environmental impact and concluded that the project qualifies for a categorical exemption under the procedures adopted by the City of Beverly Hills, and no further environmental assessment is necessary.

Meeting Date: October 16, 2007

FISCAL IMPACT

Funding for the current Agreement has been allocated from the 07-08 Capital Improvement Program (CIP) budget for project #315, and is available to cover the cost of this Project.



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND T.I. MALONEY, INC., DBA
COMMUNITY WORKS DESIGN GROUP FOR CONSULTING
DESIGN SERVICES RELATED TO WILL ROGERS
MEMORIAL PARK AND BEVERLY GARDENS PARK

NAME OF CONSULTANT: T.I. Maloney, Inc., dba Community
Works Design Group

RESPONSIBLE PRINCIPAL OF
CONSULTANT: Timothy I. Maloney

CONSULTANT'S ADDRESS: 4649 Brockton Avenue
Riverside, CA 92506

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Alan Schneider
Director of Project Administration

COMMENCEMENT DATE: Upon receipt of Notice to Proceed

TERMINATION DATE: Upon recording of the Notice of
Completion

CONSIDERATION: Original agreement: Not to exceed
\$34,690 as described in
Exhibit A

Amendment No. 1:
Professional fee not to exceed
\$56,395; Reimbursable expenses not
to exceed \$4,500; and a Contingency
amount of not to exceed \$5,000;
Amendment No. 1 not to exceed
\$65,895 as described in Exhibit A-1

Total Not To Exceed: \$100,585

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND T.I. MALONEY, INC., DBA
COMMUNITY WORKS DESIGN GROUP FOR CONSULTING
DESIGN SERVICES RELATED TO WILL ROGERS
MEMORIAL PARK AND BEVERLY GARDENS PARK

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and T.I. Maloney, Inc. dba Community Works Design Group (hereinafter called "CONSULTANT") dated February 27, 2007 and identified as Contract No. 60-07 for consulting design services related to Will Rogers Memorial Park and Beverly Gardens Park (collectively "the Parks").

RECITALS

A. CITY entered into a written agreement with CONSULTANT to provide consulting design services for the Parks. Based on the refurbishment report conducted for the Parks dated August 13, 2007, CITY desires to have CONSULTANT perform additional consulting services.

B. CITY desires to amend the Agreement to modify the Scope of Services and Consideration to reflect these additional services.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Exhibit A-1, Additional Scope of Services, shall be added to Exhibit A and attached hereto and incorporated herein by this reference.

Section 3. Except as specifically amended by this Amendment No. 1, the Agreement shall remain in full force and effect.

EXECUTED the _____ day of _____, 200____, at Beverly Hills,
California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

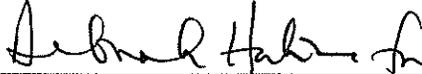
(SEAL)
BYRON POPE
City Clerk

CONSULTANT: T.I. MALONEY, INC.,
DBA COMMUNITY WORKS DESIGN
GROUP



TIMOTHY I. MALONEY
President & Secretary

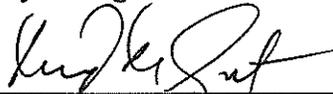
APPROVED AS TO FORM



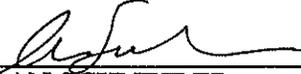
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A-1

ADDITIONAL SCOPE OF SERVICES

In addition to the services set forth in Exhibit A, CONSULTANT shall perform the services as described in CONSULTANT's Proposal dated September 11, 2007. In the event of a conflict between the terms of the Agreement and this Exhibit, the terms of the Agreement shall take precedence.

SCOPE OF SERVICES

Services provided by the Community Works Design Group ("CWDG") Design Team for the City of Beverly Hills will continue to reflect City and community expectations. The Scope of Services described herein is based on the Beverly Gardens and Will Rogers Park Refurbishments report, dated August 13, 2007. The report included conceptual designs and preliminary cost estimates reflecting site observations of existing conditions, materials evaluations, pool/pond evaluation, paving and drainage evaluation, lighting review and site furnishings evaluation. Upon evaluation of existing conditions, with assistance of various consultants, options were presented to the City for review and evaluation. The report reflects the scope of work to be implemented under this agreement at the following locations:

- Arden and Alta block in Beverly Gardens
- Alpine and Foothill block in Beverly Gardens
- Roxbury block in Beverly Gardens
- Will Rogers Memorial Park

A. SCHEMATIC DESIGN DOCUMENTS

1. Upon approval of the agreement, CWDG will begin production of the schematic design documents. These plans will begin to define the exact size, quality and method of construction of the master plan.
2. Donn C. Gilmore Associates will begin design layout of the electrical facilities for security lighting, accent lights and power for the gargoyle fountain.
3. Continuous cost estimate updates will be presented to staff for review.

B. CONSTRUCTION DOCUMENTS

Upon receipt of approval of the Schematic Design Documents, we will proceed with preparation of the Construction Documents. The plans will continue the concepts of low maintenance, vandal resistance, attractive and practical design solutions.

There will be two phases of Construction Documents. The first phase will include the Design Development, in which we will bring the drawings to approximately 50% completion. Plans at this stage will outline all hardscape elements, electrical facilities, layout irrigation heads, and indicate major planting ideas. These plans will be turned over to the City for staff review in order to determine any final adjustments prior to working out details and beginning specifications. Once approved our office will continue on the Construction Documents until 100% complete, where they will be turned over to City staff and Departments as required for final review.

1. **ELECTRICAL PLANS:** Gilmore Associates will prepare a complete set of electrical lighting plans including panel design for security lighting, accent lighting and power to the gargoyle fountain. Ease of maintenance, vandal resistance and control of light spillage are primary concerns in the design of the lighting systems.
2. **CONSTRUCTION DRAWINGS:** Construction Drawings will include site plans and details (will locate by dimensioning all project elements as approved in the Master Plans). For the gargoyle fountain we will coordinate with Griswold Conservation regarding the restoration of the fountain and related trellis and benches. We will

coordinate the design of a recirculating pump system for the fountain to replicate the original operation intent.

3. **IRRIGATION PLANS:** We will prepare adjusted irrigation plans. Elements of the system will be designed to carry optimum amounts of water to irrigate the site. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation, efficiency, and, most importantly, consistency with City standards will be our primary concerns.
4. **PLANTING PLANS:** Complete Planting Plans with all necessary details will be provided. Plant suitability, maintainability, drought resistance and reliability will be primary concerns.
5. **SPECIFICATIONS:** Specifications detailing materials and workmanship for all of the above items will be provided.
6. **COST ESTIMATES:** Cumming Corporation will assist our office with the development of estimates of probable costs which will be presented for your review.
7. **DOCUMENT PROCESSING:** We will submit the documents for City and various agency approvals. We will review documents and make all necessary corrections.

C. BIDDING PHASE

1. Community Works Design Group will assist the City in conducting a Pre-Bid meeting and provide written documentation of the meeting, noting direction given to contractors, questions asked and follow-up clarifications or addendum items.
2. We will assist the City in obtaining and evaluating bids.
3. CWDG will assist the City in conducting a pre-award meeting and in preparing the contract for construction.

D. CONSTRUCTION PHASE

1. **CONTRACT ADMINISTRATION:** CWDG and the design team will review shop drawings and material samples.
2. **FIELD OBSERVATION & SUPERVISION:** CWDG will provide field observations with our staff and our consultants as requested.

Visits shall be performed at the current hourly rates listed in Attachment 1. We will provide construction observations on an as-needed basis. We have included 12 visits in our proposal.

CWDG shall advise and consult with the City during the construction phase.

CWDG shall assist the City in determining the amount owed to the Contractor by reviewing his application for payment.

FEE PROPOSAL

The following is our proposed fee to provide all work mentioned in the Scope of Work outline for Will Rogers Memorial Park and Beverly Gardens Park.

	<u>Consultant Services</u>		<u>Fee</u>
1.	Design Development	LUMP SUM	\$16,200.00
2.	Construction Documents	LUMP SUM	\$27,250.00
3.	Bidding	LUMP SUM	\$ 4,200.00
4.	Construction Administration	HOURLY EST.	\$ 8,745.00
5.	Reimbursables	ALLOW	<u>\$ 4,500.00</u>
		Total	\$60,895.00

- A. Field Observation services will be provided at the City's request and billed/charged at the Landscape Architect's hourly rate per Attachment 1.
- B. Provisions of Attachment 1 and Attachment 2 are an integral part of this proposal as if herein written in full.
- C. This proposal expires after 90 days if an agreement for professional services is not fully executed.

ATTACHMENT - 1

NORMAL HOURLY RATES

Principal Landscape Architect's time at the fixed rate of:	\$115.00 per hour
Landscape Architect's time at the fixed rate of:	\$95.00 per hour
Electrical Engineer's time at the fixed rate of:	\$118.00 per hour
Landscape Designer's time at the fixed rate of:	\$75.00 per hour
Professional Staff's time at the fixed rate of:	\$55.00 per hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLE ITEMS

Reimbursable items such as the cost of plotting, graphic reproduction and shipping, at our direct cost plus 15%. Mileage will be billed at 45 cents per mile. We have included an estimate of anticipated reimbursables in our fee.

TERMS AND CONDITIONS OF PAYMENT

We will bill on a monthly basis in proportion to the percentage of work complete at the time of billing. All billing statements are due upon receipt.

ATTACHMENT - 2

ADDITIONAL SERVICES

Additional Services shall be performed only when requested or approved by the City. Compensation for such services shall be in accordance with our Normal Hourly Rates and Reimbursable Items per Attachment 1. Additional services may include, but are not limited to:

1. Revising previously approved drawings to accomplish changes ordered by the City.
2. Any work requested by the City that is not heretofore mentioned.
3. Structural soils testing.

CITY'S RESPONSIBILITY

1. City to provide all available data possible regarding the site information and surrounding properties.
2. Complete information concerning available services and utilities for all contract areas.
3. Assist with coordinating the approval process with City departments and provide as-built plans to the extent possible.
4. The City shall provide daily construction observations of the project.
5. Development restrictions, program restrictions and other such data.



www.beverlyhills.org

CITY OF BEVERLY HILLS

Categorical Exemption

NAME OF PROJECT Will Rogers and Beverly Gardens Park Restoration Improvements

LOCATION Will Rogers Memorial Park, Beverly Gardens Park (Arden & Alta block, Alpine & Foothill block, Roxbury Drive block), Beverly Hills, California

TYPE OF BUSINESS (IF COMMERCIAL) City Park Sites

PROJECT DESCRIPTION Restoration of arbor structures and related improvements in Beverly Gardens Park, including Gargoyle fountain; pathway improvements (interlocking pavers) and fountain basin repairs at Will Rogers Park.

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

APPLICANT'S ADDRESS Project Administration 345 Foothill Road

CITY Beverly Hills, CA ZIP 90210

IF DIFFERENT, PROVIDE:

AGENT'S NAME _____ PHONE _____

AGENT'S ADDRESS _____

CITY _____ ZIP _____

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

Applicable Exemption Class Class 31

COMMENTS Repair and maintenance of improvements within existing public parks with historic significance. Pathway improvements within existing pathway footprint. All repairs to be done to Secretary of the Interior Standards.

REVIEWED BY Georgiana Millican Date 5 Oct. 2007

FEE \$ _____ (See current Planning Department Fee Schedule)