



AGENDA REPORT

Meeting Date: February 5, 2008
Item Number: F-11
To: Honorable Mayor & City Council
From: Charles Ackerman, Project Administrator
Subject: APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MELVYN GREEN & ASSOCIATES, INC. FOR DESIGN CONSULTING SERVICES RELATED TO ELECTRICAL AND PLUMBING IMPROVEMENTS FOR GREYSTONE MANSION; AND

APPROVE A CHANGE PURCHASE ORDER TO MELVYN GREEN & ASSOCIATES, INC. IN THE AMOUNT OF \$63,500 FOR THE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council approve Amendment No. 1 to the Agreement with Melvyn Green & Associates, Inc. in the amount of \$63,500 for construction administration services for the electrical and plumbing construction contract at Greystone Mansion at 501 Doheny Drive.

INTRODUCTION

As part of the 2006-2007 fiscal year Capital Improvement Program, the City engaged Melvyn Green & Associates, Inc. to provide design consulting services to address the upgrades and repairs to the electrical and plumbing systems in Greystone Mansion. This represented the first phase in the infrastructure restoration process that will deal with the Mansion's mechanical, electrical and plumbing services to enable continued and expanded programs. Future phases are intended to restore ventilation and heating, upgrade the fire suppression system, and develop a food catering facility on the premises.

DISCUSSION

The scope of the consulting agreement included complete design and engineering of the electrical system, replacement of the water supply to the restrooms and kitchen, and repairs to sanitary drainage system. The services further included preparation of construction documents, assistance during the public bidding phase, and construction administration services during construction to ensure the work is executed according to the approved plans and specifications.

This effort culminated with the completion of construction drawings and specifications which allowed the City to publicly bid the project in May and award a contract in June 2007.

The proposed amendment to the agreement with Melvyn Green & Associates, Inc. is to provide the compensation and fees for the construction administration services specified in the agreement, and described as follows:

- Review product and material submittals from the contractor
- Respond to the contractor's questions and requests for information with updated drawings and/or clarification documents
- Attend regularly scheduled meetings and conduct site visits to review the progress of construction during the nine month construction period
- Review the contractor's change order requests and make recommendations for change orders
- Review the contractor's payment applications and submit approvals for payment
- Review the close out and warranty materials submitted by contractor and accept the documentation as appropriate

In addition, the services include evaluation of historic restoration field issues related to the installation of the electrical and plumbing improvements, and specific instructions to the contractor for appropriate repairs to the Mansion.

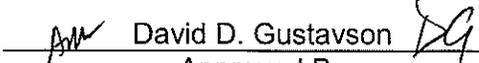
The proposed services under this amendment will be performed for the not to exceed amount of \$63,500 for a total agreement of \$227,500.

FISCAL IMPACT

Funding for the current Agreement has been allocated from the FY 07-08 Capital Improvement Program (CIP) budget for the Greystone Facility Maintenance and Improvement Project #0442, and is available to cover the cost of these services.



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND MELVYN GREEN &
ASSOCIATES, INC. FOR DESIGN CONSULTING SERVICES
RELATED TO ELECTRICAL AND PLUMBING
IMPROVEMENTS FOR GREYSTONE MANSION

NAME OF CONSULTANT: Melvyn Green & Associates, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Melvyn Green, President

CONSULTANT'S ADDRESS: 21311 Hawthorne Blvd., Suite 220
Torrance, California 90503

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

COMMENCEMENT DATE: Commence work upon receipt of a
written Notice to Proceed (Phase I)

Commence work upon receipt of a
written Notice to Proceed (Phase II)

TERMINATION DATE: July 31, 2008

COMPENSATION: Original Agreement:
Professional fees not to exceed
\$156,000 as more fully described in
Exhibit B;

Reimbursable expenses not to exceed
\$8,000 as described in Exhibit E;

Amendment No. 1:
Professional fees not to exceed
\$63,500 and based on the hourly
rates set forth in Exhibit B;

Total, including fees and
reimbursable expenses not to exceed
\$227,500

CONSULTANT'S SUB CONSULTANTS: As listed in Exhibit F (list by name
and discipline)

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MELVYN GREEN & ASSOCIATES, INC. FOR DESIGN CONSULTING SERVICES RELATED TO ELECTRICAL AND PLUMBING IMPROVEMENTS FOR GREYSTONE MANSION

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("City"), and Melvyn Green & Associates, Inc. ("Consultant"), dated November 7, 2006, and identified as Contract No. 395-06 ("Agreement") for design consulting services related to electrical and plumbing improvements for Greystone Mansion.

RECITALS

A. City entered into a written agreement with Consultant dated November 7, 2006, for design consulting services related to electrical and plumbing improvements for Greystone Mansion.

B. City desires to modify the Scope of Services to include overseeing the construction phase of the Greystone Mansion electrical and plumbing improvements, extend the Termination Date and increase the Consideration of the Agreement to compensate for the additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Consideration shall be amended as set forth above.

Section 3. Exhibit A-1, Additional Scope of Services shall be added to Exhibit A, as attached hereto and incorporated herein.

Section 4. Exhibit B of the Agreement, entitled "Payment Terms" shall be amended as attached hereto and incorporated herein by this reference.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 200_.

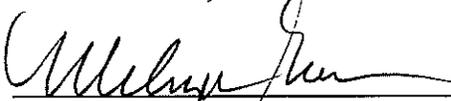
CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

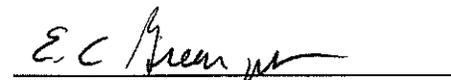
ATTEST:

BYRON POPE
City Clerk

CONTRACTOR: MELVYN GREEN &
ASSOCIATES, INC.



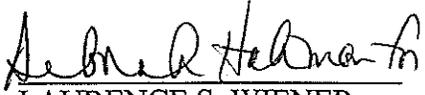
MELVYN GREEN
President



ELIZABETH GREEN
Secretary

[signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A-1



Structural
Engineering
▪
Architectural
Preservation
▪
Materials
Conservation

August 16, 2007

Mr. Charlie Ackerman
Project Administration
City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210

Re: Greystone Mansion -- MEP Evaluation

Dear Mr. Ackerman:

This letter will serve as our proposal to assist the city with construction period services (cps) for the MEP construction contract.

Project Goal

Services will be per your direction to attend meetings, review submittals, respond to questions and RFI's and to generally observe the work in progress.

Project Team

Our team will be the same designers as have been working on the project for the past year. Our office will coordinate the work as required.

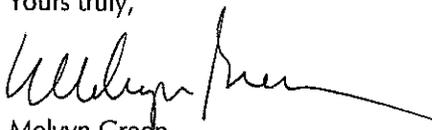
Fees

Work will be on a time and material basis. Each consultant as estimated the number of job meetings and reviews required. See attached proposal. Our estimated fee for the work will be as follows:

Athans Enterprises	\$33,000.00
MB&A	\$5,500.00
M. Green & Associates	<u>\$25,000.00</u>
Total	\$63,500.00

Please let me know if you have any questions or require additional information.

Yours truly,


Melvyn Green
Structural Engineer

21311
Hawthorne
Boulevard
STE 220
▪
Torrance
California
90503
▪
310. 792. 9252
FAX
310. 792. 8092
▪

June 14, 2007

AGREEMENT FOR ADDITIONAL ELECTRICAL CONSULTING SERVICES

PROJECT: GREYSTONE MANSION RENOVATION

LOCATION: Greystone Park
905 Loma Vista Drive
Beverly Hills, CA 90210

REFERENCE: That original agreement between the parties dated November 14, 2006

ATHANS ENTERPRISES, INC. ("Electrical Consultant") of 19311 Vanowen Street, Second Floor, Reseda, CA 91335-5023, offers to perform for MELVYN GREEN AND ASSOCIATES, INC. ("Structural Engineer"), of 21311 Hawthorne Boulevard, Suite 220, Torrance, CA 90503, the following additional electrical consulting services for the renovation of the GREYSTONE MANSION RENOVATION ("The Project") at Greystone Park, Beverly Hills, CA;

A. Scope of Electrical Consultant's Additional Services:

1. Construction Administration/Construction Support services for the Project generally as follows:
 - a. Approximately eighteen(18) project meetings and field observations.
 - b. Review and stamp vendor shop drawings and submittals.
 - c. Respond to contractor's requests for information (RFI's) and field questions.

B. Schedule of Fees for Additional Services:

1. The fee for the above additional services will be charged on an hourly basis. The fee is projected to be about Thirty Thousand Dollars (\$30,000.).
2. Payments shall be made to the Electrical Consultant on a monthly progressive basis. Invoice(s) shall be rendered by the Electrical Consultant to Structural Engineer around the end of each month in accordance with the hourly rates as in the manner stated in the original agreement between the parties dated November 14, 2006.

C. Effect of this Agreement on the Original Agreement:

All other terms and conditions of that agreement between the parties dated November 14, 2006 on the Greystone Mansion Renovation Project shall remain unchanged and shall apply to this Agreement for Additional Electrical Consulting Services the same as if repeated herein.

GREYSTONE MANSION RENOVATION
June 14, 2007
Page 2

D. Fax Copy:

A fax copy of this Agreement shall be binding the same as an original.

AGREED TO:

ATHANS ENTERPRISES, INC.

AGREED TO:

MELVYN GREEN AND ASSOCIATES, INC.

By: 
George A. Athans
Vice President

By: _____
Melvyn Green
President

Date: June 14, 2007

Date: _____



June 15, 2007

Mei Green, S.E.
Melvyn Green & Associates, Inc.
21311 Hawthorne Blvd., Ste. 220
Torrance, CA 90503

Re: Greystone Mansion Adaptive Re-Use - Approx. 44,000 SF
City of Beverly Hills Historic-Cultural Monument
Limited Construction Administration Services

We are pleased to provide this proposal for consulting mechanical engineering services for this project.

Scope of Work

Our scope of work currently includes Construction Administration services to cover the limited plumbing systems redesign recently completed.

On an hourly basis, we shall provide construction administration services consisting of review of contractor submittals and shop drawings, ongoing field coordination and responses to RFI's etc. We shall provide up to five periodic field observation visits with punch lists during construction.

Basic Fees

All services shall be provided on an hourly basis. Estimated Fee is based upon an allowance of 32 - 40 hours. \$3,840 - \$4,800

Hourly Rates

All Services shall be provided at the following hourly rates:

Principal	\$150.00	Jr. Designer	\$ 65.00
Engineer	120.00	Cad Drafter	65.00
Sr. Designer	100.00	Jr. Drafter	25.00
Designer	85.00	Clerical	45.00

Hourly rates are valid for six months from the date of this proposal, at which time they may increase 5% to cover normal personnel cost increases.

Reimbursable Expenses

Expenses for plotting, printing, and delivery of project documents which are directly attributable to the project and incurred for other than "in-house" use will be marked-up 10% and borne by the client.

M.B.&A. CORP.
115 SO. LAMER ST.
BURBANK, CA 91506
818 845-6433 Fax
818 845-1585 Phone
mail@mba-mech-eng.com

EXHIBIT B

Payment Terms

A. City shall compensate Consultant for the satisfactory performance of services in an amount not to exceed One Hundred and Fifty-Six Thousand Dollars (\$156,000) (Original Agreement) at the hourly rates set forth in Exhibit D, excluding reimbursable expenses and contingency. In addition, City shall compensate Consultant for the satisfactory performance of services in an amount not to exceed Sixty-Three Thousand Five Hundred Dollars (\$63,500) (Amendment No. 1) at the hourly rates set forth in Exhibit D, including reimbursable expenses.

B. Consultant shall provide City with monthly invoices in a form acceptable to the City for services performed. Such invoices shall describe in detail the services performed during the previous month and the hours of service. Invoices shall request payment be made in proportion to the portion of total services performed, and also indicate the percent complete of that phase of the work. City shall pay satisfactory invoices within forty-five (45) days. However, in no event shall the Consultant be paid more than the following:

<u>Original Agreement</u>	Not to exceed
Phase 1 – Electrical	\$75,000
Phase 1 – Plumbing	\$15,000
Phase 2 – Electrical	\$25,500
Phase 2 – Plumbing	\$5,000
Kitchen Consulting, Historic Review & Coordination	\$35,500
Reimbursable Expenses	\$8,000
Subtotal	\$164,000
<u>Amendment No. 1</u>	Not to exceed
Subconsultant Athans Enterprises	\$33,000
Subconsultant MB&A	\$5,500
Consultant	\$25,000
Subtotal	\$63,500
Grand Total	\$227,500

C. Services in connection with Kitchen Consulting shall be mutually defined and require a written amendment to this Agreement. The City Manager or his designee is authorized to enter in such an amendment with Consultant.

D. Services in connection with the Historic Review and Coordination shall be billed on an hourly basis and shall not to exceed the amount shown.

E. In no event shall the Consultant be paid more than \$227,500 for services including the Contingency.