

**AMENDMENT NO. 1 TO AGREEMENT NO. 47750
BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
JOHN FRIEDMAN ALICE KIMM ARCHITECTS, INC.**

THIS AMENDMENT NO. 1 to Agreement No. 47750 is made and entered into by and between the City of Los Angeles acting by and through the Los Angeles Department of Water and Power, a municipal corporation, (hereinafter referred to as LADWP) and John Friedman Alice Kimm Architects, Inc., (hereinafter referred to as "Consultant"), collectively the "Parties."

WHEREAS, on January 24, 2023, the Parties entered into Agreement No. 47750 wherein Consultant agreed to provide Architecture and Engineering Services for the design of the new Hollywood La Kretz Customer Service Center, which together with all amendments and supplements thereto hereinafter shall be referred to as "Agreement"; and

WHEREAS, the Agreement sets the term of forty-six months and a not-to-exceed amount of \$1,067,195 for total compensation that may be paid to the Consultant; and

WHEREAS, LADWP has determined that it is necessary to increase the Agreement amount by \$57,900, for a new not-to-exceed amount of \$1,125,095, amend the Fee Schedule included in Exhibit C of the Agreement, and revise the Statement of Work; and

WHEREAS, this Amendment No. 1 is necessary and proper to continue activities authorized under the Agreement.

NOW, THEREFORE, BE IT RESOLVED that for good value and consideration including the mutual exchange of promise, the Parties agree to amend Agreement No. 47750 as follows:

1. Section 4.1.1 Not-to-Exceed Amount, currently reads:

"The total compensation that may be paid to the Consultant by LADWP for complete and satisfactory performance of services under this Agreement shall not exceed One Million Sixty Seven Thousand, One Hundred Ninety Five dollars (\$1,067,195.)"

is amended to read:

"The total compensation that may be paid to the Consultant by LADWP for complete and satisfactory performance of services under this Agreement shall not exceed One Million, One Hundred Twenty-Five Thousand, Ninety-Five dollars (\$1,125,095.)"

2. Exhibit C – Fee Schedule Rev. 1 is replaced in its entirety with Exhibit C – Fee Schedule Rev. 2 and is transmitted herewith.
3. Exhibit H – Statement of Work, Proposed Technical Project Schedule/Deliverables Rev. 1 is replaced with Exhibit H – Statement of Work, Proposed Technical Project Schedule/Deliverables Rev. 2 and is transmitted herewith.
4. Exhibit H – Statement of Work, Attachment B is replaced in its entirety with Exhibit H – Statement of Work, Attachment B Rev. 1 and is transmitted herewith.

Except as amended herein, all terms and conditions of Agreement No. 47750 shall remain in full force and effect.

This Amendment No. 1 may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same. The parties further agree that facsimile signatures or signatures scanned into pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures.

This Amendment No. 1 consists of three (3) pages.

[Signature Page follows.]

SIGNATURE PAGE

IN WITNESS THEREOF, the Parties hereto have caused this Amendment No. 1 to Agreement No. 47750 to be executed by their authorized representatives on the date written below.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

JOHN FRIEDMAN ALICE KIMM
ARCHITECTS, INC.

By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer

By:  _____
ALICE KIMM
President

Date: _____

Date: 12 November 2024 _____

And: _____
CHANTE L. MITCHELL
Board Secretary

By:  _____
JOHN FRIEDMAN
Vice President

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, City Attorney
By  _____,
BETHANY A. BURGESS
Deputy City Attorney
Date: January 15, 2025

Date: 12 November 2024 _____

**EXHIBIT C
Fee Schedule Rev. 2**

RSSP No.:	90682 Architectural and Engineering Services - La Kretz Hollywood (CSC)		
Firm Name:	John Friedman Alice Kim Architects (JFAK)		
Firm Address:	1461 E. 4 th Street		
	Los Angeles, CA 90033		
Direct Labor			
Name	Title	Hourly Rate	
Alice Kimm	Principal	\$230	
Derek Greene	Project Coordinator	\$165	
Adelfrid Ramirez	Designer	\$130	
Nicole Landau	Administration	\$85	
	Project Assistant	\$85	
Subconsultant (See Other Direct Costs category below).			
Other Direct Costs			
Item Description and Purpose	Re-Design/ Re- Permit Services, modified CD Deliverables	LEED Certification Services	Construction Administration and Closeout
JFAK (coord. +oversight) and LEED Cert. Services	\$309,820	\$42,820	\$270,015
Civil - VCA	\$24,300	Included	\$2,700
Landscape - LINK	\$10,500	Included	\$11,500
Structural - Nabih Youssef	\$63,400	Included	\$14,400
Mechanical/Plumbing - McParlane and Associates	\$28,000	Included	\$3,500
Electrical - Akela	\$46,800	Included	\$5,000
Solar Array Design – IEC Corporation	\$59,400	Not Applicable	By LADWP/GC
Specifications – Steven Yagade	\$25,300	Not Applicable	Not Applicable
LEED Certification Services – Leading Edge	Included at right	\$96,040	\$13,000
Constructability – JCCA	\$28,250	Not Applicable	Not Applicable
Cost Estimation – MGAC	\$33,500	Not Applicable	Not Applicable
SUBTOTAL FOR SERVICES	\$629,270	\$138,860	\$320,115
REIMBURSABLE EXPENSES: NOT-TO-EXCEED \$36,850			
TOTAL NOT-TO-EXCEED AMOUNT			\$1,125,095

The Department will reimburse reasonable and necessary subconsultant costs at the actual amount paid by the Consultant to the subconsultant, consistent with the subconsultant rates Established in this Exhibit. The Department will not pay mark-up on subconsultant services, costs, or expenses.

Proposed Technical Project Schedule (See Business Proposal for Tasks):

Technical Delivery Task	Duration in Months - Total: 56 Months, using longest duration																																						
	3	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57																				
1) Design, Permit Phase																																							
2) LEED Certification																																							
3) Bid and Award																																							
4) Construction Admin and Project Closeout																																							

**Task 1
Redesign, Re-Permit Phase
18 months**

- Kick-off Meeting with LADWP
- Subconsultants coordination
- Meeting with LADBS plan checker
- Design and Engineering
- Go through permitting process
- Obtain RTI
- Submit 100% SD, 50%+100% DD, 50%+85%+100% CDs
- Constructability Review at 50% CD
- Initial Cost Estimation at 50% CD
- Class A Cost Est at 85% CD

Deliverables

- Meeting Minutes
- Constructability, Cost Estimates, Reports
- RTI Permit
- Drawings and Specs
- Renderings and Sample Boards for Cultural Affairs Approval

**Task 2
LEED Certification
Up to 56 months
Commences with
start of project**

- Design and Engineering
- Prepare new plan check set for resubmittal
- Attend meetings as necessary

Deliverables

- LEED Scorecards periodically
- All documentation required to LEED application and processing
- Commissioning as Required
- Manuals, Closeout Documents
- Manuals, Closeout Documents

**Task 3
Bid and Award
12-18 months (here, 18 months is shown)**

- Submit plan check documents to LADBS
- Respond to all RFC's and RFI's
- Analyze and compare all submitted bids to assist LADWP in determining fairness and completeness of all bids, as well as comparative equality

Deliverables

- Responses to RFIs, RFCs, etc.
- Bid Documents, Addendums, Clarifications as required

**Task 4
Construction Administration and Project Closeout (20 months)**

- Respond to all RFI's, RFC's, and other requests for information
- Review shop drawings and submittals
- Review and approve change order proposals, pay requests, etc. on behalf of LADWP

Deliverables

- All standard documentation and ASK's during construction
- Shop Drawings, Submittals, RFI reviews and responses
- Construction Progress Photos
- Record Drawings for all disciplines using GC's As-Builts

Exhibit H - Statement of Work
Attachment B Rev.1

JF()AK

John Friedman Alice Kimm Architects

1461 E 4th Street
Los Angeles, CA 90033
213.253.4740
jfak.net

12 May 2024

Eric Chang
Project Manager, LADWP
Via Email: Eric.Chang1@ladwp.com

**Re: La Kretz Hollywood Customer Service Center
Additional Services Proposal, Miscellaneous Services**

Dear Eric:

Below please find our fee proposal to provide additional design and engineering services for the project referenced above. The services span a miscellaneous range of work as outlined below.

I. SCOPE OF WORK AND DELIVERABLES

This Additional Services 1 proposal includes the following tasks:

1) Redesign of floor plan to enhance functionality per user group needs: This task involves reconfiguring the customer service entry area and relocating the dropbox on the exterior wall to connect directly into the secure staff area behind the customer service windows. The work involves architectural redesign, structural re-engineering, and electrical redesign. It will result in a more functional plan for LADWP staff who operate and run the building, and will save some money during construction because of a reduction in number of walls.

2) Task 2: Attain LEED-Certification at Platinum Level: This task will allow our LEED consultant and JFAK to work with LADWP to achieve LEED-Platinum rather than LEED-Gold. The work will involve some additional modeling and analysis which is a required part of the process to achieve LEED-Platinum. This is certainly a worthwhile effort, as the building will serve as an even higher model of sustainability and resilience for the entire community as well as within LADWP. Ultimately, a higher certification level also implies long-term energy savings as well.

3) Task 3: Provide Furniture Selection and Specifications for all public spaces. The scope of work did not originally include furniture selection and specification for the public areas of the building. Careful and coordinated selection and layout of the furniture in these areas will enhance the experience, comfort, and therefore value of the building.

II. SUBCONSULTANTS WITH SCOPE AND FEE COVERED UNDER THIS AGREEMENT

The subconsultants who will be involved in this project include, but may not be limited to: Nabih Youssef & Associates (structural), Michael Wall Engineers (Electrical), and Leading Edge (LEED Certification and Administration). JFAK will provide full coordination services in addition to additional architectural design.

III. PROPOSED ADDITIONAL SERVICES 1 FEE

The proposed fee by task is as follows:

Task	Associated Fee
Task 1 - Floor Plan Redesign – Lobby, Customer Service Area, Drop Box	\$12,600
Task 2 - Path to LEED-Platinum	\$15,300
Task 3 – Furniture Selection and Specifications	\$18,000
TOTAL PROPOSED ADDITIONAL SERVICES 1 FEE:	\$45,900

Reimbursable Expenses (RE): Reimbursable expenses is a not-to-exceed value of \$12,000, and may include, but not be limited to, the following:

- Outside plotting and printing services, if required by Client or for entitlements, at 1x cost;
- One-time software purchases required for analysis leading to LEED-Platinum;
- Cost of surveys or other such items that might arise as an unforeseen requirement;
- Miscellaneous costs that are required by LADWP and requested in writing.

Including the RE, therefore, the total proposed fee is as follows:

Subtotal for Tasks 1-3	NTE \$45,900
Reimbursable Expenses (NTE)	NTE \$12,000
GRAND TOTAL	NTE \$57,900

IV. SCHEDULE:

The work of Task 1 will be folded into the upcoming 50% Construction Documents submission, and will commence upon approval by your Board. We anticipate that this approval, if granted, will occur on February 13 or 27, 2024. Tasks 2 and 3 will commence also upon approval by your Board, and will continue on through Construction and Close-out as part of the work as executed by the JFAK project team. It will be invoiced periodically as appropriate to percentages completed.

V. CONCLUSION:

We hope that you find this proposal acceptable. Please let me know if you have any questions.

Sincerely,



Alice Kimm FAIA, Principal