



## AGENDA REPORT

**Meeting Date:** SEPTEMBER 23, 2008

**Item Number:** F-8

**To:** HONORABLE MAYOR AND CITY COUNCIL

**From:** JONATHAN LAIT, AICP, CITY PLANNER

**Subject:** AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RINCON CONSULTANTS, INC. FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR A PROPOSED NEW LEXUS AUTOMOBILE DEALERSHIP BUILDING AT 9230 WILSHIRE BOULEVARD; AND AUTHORIZATION OF A PURCHASE ORDER IN THE AMOUNT OF \$284,418.00 FOR PROFESSIONAL CONSULTING SERVICES.

**Attachments:** 1. AGREEMENT

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### **RECOMMENDATION**

Staff recommends that the City Council approve an agreement with Rincon Consultants, Inc. and authorize the issuance of a purchase order for \$284,418.00 for consulting services for the preparation of an Environmental Impact Report (EIR) for the Lexus automobile dealership building.

### **INTRODUCTION**

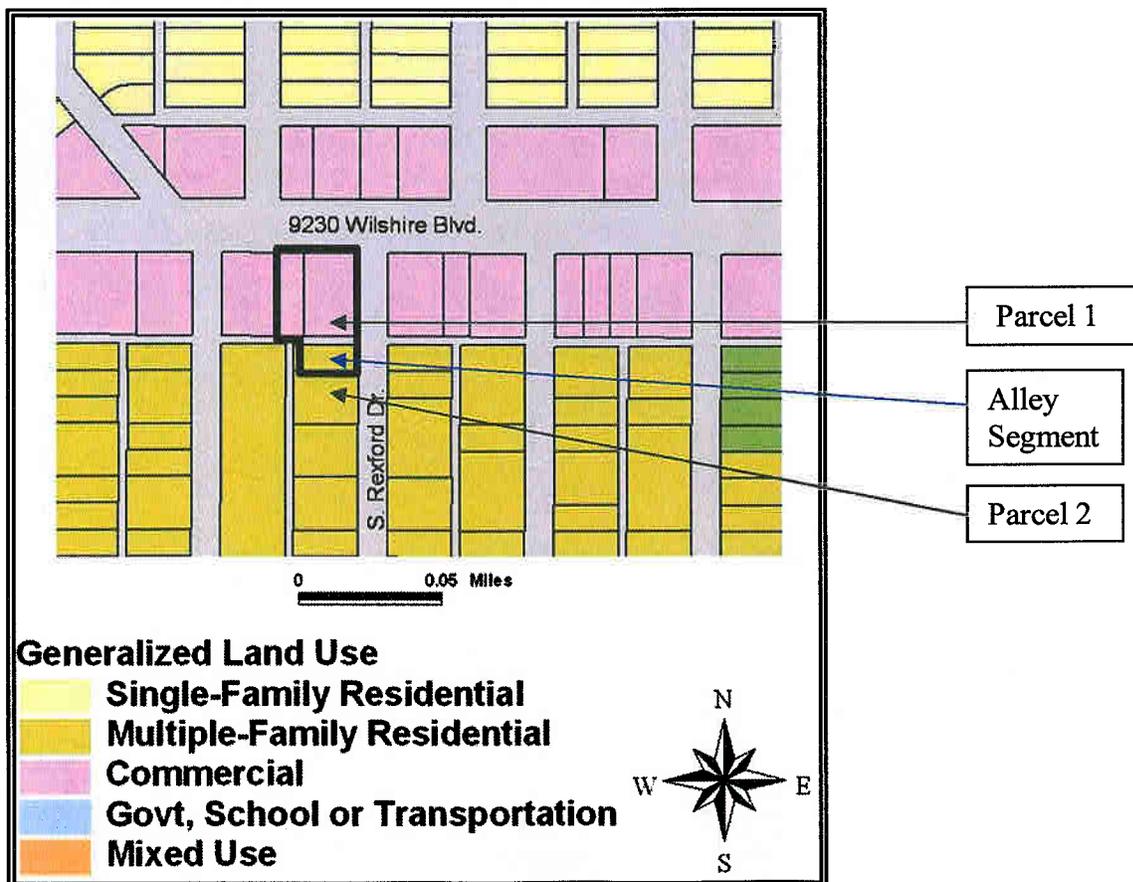
The City has received application for a development project at 9230 Wilshire Boulevard. The property in question encompasses two parcels. Parcel one is currently developed with the two-story, 30,000 square foot Lexus dealership building. The dealership is currently using Parcel two for vehicle storage for vehicles being serviced. The existing on-site building is proposed to be demolished to accommodate a new 210,982 square

foot automobile dealership building. The proposed structure would be four stories, with one level of roof-top parking and two levels of subterranean parking.

The applicant will need to secure the following entitlements in order for the project to be developed:

- Conditional Use Permit for a vehicle dealership to operate at this location.
- General Plan Amendment to extend the commercial land use designation south to include the multi-family residential Parcel 2.
- Zone change for Parcel 2 from an R-4 designation to a C-3 designation.
- Creation of an Overlay zone that would allow development standards differing from current commercial zoning.
- Vacation of a portion of the alley that bisects the project site.
- Amendment to the City's Streets and Highway Master Plan.

Please note that the list of required entitlements will be finalized with the final project description.



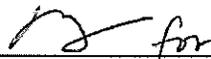
**DISCUSSION/BACKGROUND**

The applicant submitted an application for new vehicle dealership facilities to the City's Planning Division on March 21, 2007. The applicant's project objective is to replace the existing dealership building with new modern facilities. After the applicant's original submittal, the project was deemed incomplete. On July 18, 2008 the applicant submitted the outstanding application fees, as well as the required EIR and staff deposits for the project. The applicant also submitted a revised set of building plans for staff review.

Staff has determined that it is appropriate for an EIR to be prepared to evaluate the proposed new dealership building and facilities in accordance with the State of California Environmental Quality Act. In August of 2007 the City Planning Division circulated a request for proposals for the preparation of the EIR. The City received proposals to prepare the EIR from Impact Sciences, Inc. and Rincon Consultants, Inc. After considering the two firms to who submitted proposals, staff recommends that the City hire Rincon Associates, Inc. to prepare the EIR. Staff is making this recommendation after review of both proposals, which both included strong project teams. The recommendation of Rincon is based on review of previous project experience of team members and sub-consultants, proposed cost and the approach to the task outlined in the project proposal.

**FISCAL IMPACT**

All costs associated with the preparation of the EIR are paid for by the project proponents. No City funds will be used to pay for the services provided in conjunction with this agreement.

  
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Approved By  
JONATHAN LAIT, AICP

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
RINCON CONSULTANTS, INC. FOR THE PREPARATION OF  
AN ENVIRONMENTAL IMPACT REPORT FOR A PROPOSED  
NEW LEXUS AUTOMOBILE DEALERSHIP BUILDING AT 9230  
WILSHIRE BOULEVARD

THIS AGREEMENT is made and entered into by and between CITY OF BEVERLY HILLS, hereinafter referred to as "CITY," and RINCON CONSULTANTS, INC. , hereinafter referred to as "CONSULTANT."

RECITALS

A. CITY has received applications for the redevelopment of an approximately 33,212 square foot site located at 9230 Wilshire Boulevard. The site is currently zoned commercial (C-3) which allows 2:1 floor area ratio (FAR), three stories, and a height of 45 feet.

B. The proposal includes demolition of the existing automobile dealership building and construction of a new four story building with roof-top parking and two underground levels. A total of 205 parking spots are proposed to be provided in both above ground and below grade locations within the building. Some of the proposed parking spaces have a tandem configuration. The proposed building will contain a queuing area for vehicle drop-off and pick-up, two levels of service bays, inventory storage, a vehicle showroom and associated offices. The project also involves the proposed vacation of an existing alley and a Conditional Use Permit for the operation of the automobile dealership (the "Development Project").

C. CITY has acknowledged the potential for environmental impact and has therefore consented to the preparation of an Environmental Impact Report, hereinafter referred to as "EIR."

D. CONSULTANT represents that it is professionally qualified to prepare an EIR for the Development Project in compliance with the California Environmental Quality Act ("CEQA") and the local guidelines, and has submitted a proposal to prepare an EIR for the Development Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to engage CONSULTANT for the purpose of compiling information, preparing, drafting, and completing an EIR on the Development Project, hereinafter referred to as the "Program".

2. EMPLOYMENT OF CONSULTANT.

CITY agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services required under this Agreement.

3. ENVIRONMENTAL IMPACT REPORT.

The term "Environmental Impact Report" (EIR), as used in this Agreement means a detailed statement setting forth the environmental effects and considerations pertaining to a project as specified in Section 21100 et seq. of the California Public Resources Code, including but not limited to, the information specified in the California Environmental Quality Act (CEQA), Cal. Pub. Res. Code Sections 21000 et. seq., the State CEQA Guidelines, 14 California Code of Regulations Section 15000 et seq., and the Guidelines of CITY of Beverly Hills. Said EIR shall be prepared in

compliance with, and shall contain all items required by CEQA, the State CEQA Guidelines, as amended, and CITY's local CEQA Guidelines, as amended and interpreted by CITY.

#### 4. SCOPE OF WORK.

The scope of work shall include the services described in the Scope of Work, attached hereto and incorporated by this reference as Exhibit A and those areas required by State and local law to be covered in an EIR as identified in Section 3 of this Agreement. CONSULTANT shall also work with all affected individuals and organizations as directed by CITY to refine the scope of work.

#### 5. DELIVERABLES.

(a) **Screencheck EIR (Administrative Draft EIR).** CONSULTANT shall provide CITY with fifteen (15) hard copies and one (1) digital copy of the Screencheck EIR and fifteen (15) hard copies and one (1) digital copy of the appendices to the Screencheck EIR within twenty-four (24) weeks after the final notice to proceed is given to CONSULTANT. CITY shall review the Screencheck copy of the EIR and hold a review work session with CONSULTANT approximately four (4) weeks after submission of the Screencheck EIR. Upon receipt of comments provided by CITY, CONSULTANT shall prepare and deliver to CITY within fourteen (14) days one (1) unbound, reproducible copy and one (1) digital copy of the Screencheck EIR which indicate changes made by CONSULTANT that address comments provided by CITY.

(b) **Draft EIR.** Within seven (7) days of CITY's written approval of a red line copy of the EIR that addresses the comments provided by CITY, CONSULTANT shall prepare and deliver sixty (60) hard copies and one (1) pdf-format CD-ROM copy of a complete Draft Environmental Impact Report hereinafter referred to as "DEIR" as defined by CEQA and the State and local CEQA Guidelines. CONSULTANT shall also provide one unbound, fully reproducible copy of the DEIR.

After circulation of the DEIR to the general public, CONSULTANT shall consult with all CITY representatives as directed by CITY, prior to preparing responses to comments on the DEIR. CONSULTANT shall then prepare responses to comments, and corrections and additions to the DEIR.

(c) **Response to Comments.** CONSULTANT shall prepare a response to comments submitted during the public comment period and comments submitted after the public comment period at the public hearings, and upon written approval by CITY shall deliver forty (40) hard copies and one (1) digital copy of such document, including one reproducible copy, to CITY.

(d) **Final EIR.** Upon certification of the EIR, CONSULTANT shall prepare and deliver ten (10) copies of the Final EIR, as defined by CEQA and the State and local CEQA Guidelines.

#### 6. TIME OF PERFORMANCE.

Upon written Notice to Proceed by CITY, CONSULTANT shall commence the performance of the services set forth in this Agreement. CONSULTANT shall submit the deliverables required by this Agreement in accordance with the schedule set forth in Section 5 of this Agreement and complete the performance of all the services required by this Agreement upon expiration of the statutory period to challenge the Notice of Determination (CEQA Guidelines Section 15112). CONSULTANT shall not be responsible for delays caused by reasons beyond its control.

7. HEARINGS, MEETINGS, PRESENTATIONS, AND PROGRAM MANAGEMENT.

Stephen Svete shall be Program Manager for CONSULTANT on this Program, unless a substitute is approved in writing by CITY. CONSULTANT shall have available, when requested by CITY, the Program Manager designated in this Section, to consult with CITY staff and attend and/or make presentations at up to six (6) public hearings or meetings of CITY Council, Planning Commission, the public, and/or with interested parties identified in Exhibit A. If the number of hearings and meetings exceeds a combined total of six (6), then for those hearings and meetings in excess of six (6), CONSULTANT shall be compensated as set forth in Section 8(b) of this Agreement. Multiple meetings scheduled for the same day shall constitute a single meeting.

8. COMPENSATION.

(a) CITY shall pay CONSULTANT an amount not to exceed Two Hundred Fifty-Eight Thousand Five Hundred Sixty-Two Dollars (\$258,562.00) for the satisfactory performance of services based on the fee estimate set forth in Exhibit A. Payment shall be made as specified in Section 9 of this Agreement.

(b) CITY shall pay CONSULTANT for attendance at additional hearings, meetings, and presentations as described in Section 7 of this Agreement, and for additional services described in Section 10 of this Agreement, an amount not to exceed Twenty-Five Thousand Eight Hundred Fifty-Six Dollars (\$25,856.00) based on the hourly rates set forth in Exhibit A, and for actual expenses reasonably incurred in the performance of this Agreement and approved by CITY.

(c) The total compensation paid by CITY to CONSULTANT shall not exceed Two Hundred Eighty-Four Thousand Four Hundred Eighteen Dollars (\$284,418.00).

9. METHOD OF PAYMENT.

Payment shall be made as specified in this Section for satisfactory completion of the following phases. Such payment shall be made within thirty (30) days after receipt of invoices detailing the services performed and the hours of service on a form approved by CITY.

(a) Five percent (5%) of the Agreement amount upon completion of the initial study.

(b) Thirty-five percent (35%) of the Agreement amount upon the submittal of the draft traffic study.

(c) Twenty-five percent (25%) of the Agreement amount upon the submittal of five (5) satisfactory screen check copies of the DEIR to CITY.

(d) Ten percent (10%) of the Agreement amount upon the submittal of forty (40) satisfactory Draft Environmental Impact Reports for public review to CITY.

(e) Fifteen percent (15%) of the Agreement amount upon the submittal of thirty (30) copies of the Response to Comments of the DEIR.

(f) Ten percent (10%) of the Agreement amount upon final action by CITY on the Final EIR or sixty (60) days after completion of the response to comments document, whichever occurs first.

10. ADDITIONAL SERVICES.

CITY may from time to time require CONSULTANT to perform additional services not included in the services described in Exhibit A. No additional services shall be rendered by CONSULTANT unless such services are first authorized by CITY Manager or his designee in writing. CITY may, at its option, require CONSULTANT to print and furnish additional copies of the DEIR, Responses to Comments, or Final EIR on a time and materials basis based on the hourly rates set forth in Exhibit A, and for actual expenses reasonably incurred in the performance of this Agreement and approved by CITY. CITY shall compensate CONSULTANT for such additional services as set forth in Section 8(b) of this Agreement.

11. CHANGES.

CITY may, from time to time, request changes in the scope of services of CONSULTANT to be performed under this Agreement. Such changes, if agreed upon by CITY and CONSULTANT, shall be in the form of a written amendment to this Agreement.

12. PROPRIETARY INFORMATION.

(a) CITY will allow CONSULTANT access to all pertinent and available information. All documents and information provided by CITY or its designated agent for the preparation of the EIR for the Development Project shall remain the property of CITY.

(b) The Environmental Impact Report and all supplementary materials, drawings, sketches, details, computations, studies, reports, and other documents prepared or provided by CONSULTANT under this Agreement shall be the property of CITY.

(c) CONSULTANT shall provide all reproductions required for use during the preparation of the EIR. CONSULTANT shall, at such time and in such form as CITY may require, furnish such periodic reports and other information concerning the status of the analysis as may be requested by CITY at no cost to CITY. CONSULTANT shall furnish CITY, upon request, copies of all documents and other materials prepared or developed in relation with, or as part of, the initial study. Such documents shall be the property of CITY and CONSULTANT shall retain no ownership or other interest in those documents. All documents and working papers prepared in conjunction with the EIR shall be turned over to CITY for safekeeping.

(d) CONSULTANT shall not reproduce or permit reproductions to be made of the analysis or any preliminary materials except with the written consent of CITY.

13. RECORDS AND INSPECTIONS.

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement. 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 transcripts therefrom, and to inspect all Program data, documents, proceedings, and activities.

14. SUBCONSULTANTS.

CONSULTANT at its own cost and expense may retain registered professional engineers or other special consultants to furnish any specialized data required in the preparation of the EIR. In the event CONSULTANT determines that a subconsultant must be retained to perform any of the services required by this Agreement, CONSULTANT shall obtain prior written approval of CITY.

15. PERMIT FEES.

CITY shall pay all fees, excluding business taxes, which may be required to obtain any permit necessary to the preparation of the EIR.

16. CITY NOT OBLIGATED TO THIRD PARTIES.

CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

17. TERMINATION.

(a) CITY may cancel this Agreement at any time upon five (5) business days written notice to CONSULTANT. CONSULTANT 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 CONSULTANT, CONSULTANT shall be paid full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit A; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for full performance of the services required by this Agreement.

18. ACCOMPLISHMENT OF THE WORK.

Time is of the essence for each and every provision of this Agreement. CONSULTANT shall commence, carry on, and complete the services required by this Agreement with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and standards. In the event that there were any significant changes in the applicable laws and standards after commencement of this Agreement which were not contemplated by the parties hereto which substantially change the scope of work required by CONSULTANT hereunder, the parties shall negotiate an appropriate amendment to the scope of work and compensation based upon the reasonable amount of time required to complete such additional work in accordance with such new laws or standards, subject to CITY's right to terminate this Agreement pursuant to Section 17.

19. INDEMNIFICATION.

CONSULTANT is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and CITY is relying upon the skill and knowledge of CONSULTANT to perform said services and duties. CONSULTANT agrees to indemnify, defend, and hold harmless CITY, its officials, employees, and agents from any and all claim, demand, and liability, including legal fees and costs, resulting from any reckless, wrongful or negligent acts, errors or omissions, or intentional misconduct of CONSULTANT, or any person employed by CONSULTANT, in the performance of this Agreement.

20. INSURANCE.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance with a combined single limit of not less than Two Million (\$2,000,000.00) Dollars per occurrence against any injury, death, loss, or damage as a result of wrongful or negligent acts by

CONSULTANT, its officers, employees, agents, and independent contractors in the performance of services under this Agreement.

(b) CONSULTANT shall at all times during the term of this Agreement also carry, maintain, and keep in full force and effect a policy or policies of Commercial Automobile Liability Insurance with a combined single limit of not less than One Million (\$1,000,000.00) Dollars per occurrence which will cover the drivers and automobiles used to perform services pursuant to this Agreement. Such insurance shall include coverage for owned, non-owned, and hired automobiles.

(c) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance, with minimum limits of One Million (\$1,000,000.00) Dollars.

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement, Worker's Compensation Insurance as required by law.

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

(f) All insurance policies shall provide that the insurance coverage shall not be canceled by the insurance carrier without giving CITY thirty (30) days prior written notice thereof, ten (10) days notice if cancellation is due to nonpayment of premium. CONSULTANT agrees that it will not cancel, reduce, or otherwise modify said insurance coverage.

(g) CONSULTANT 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 CONSULTANT's expense, the premium thereon.

(h) At all times during the term of this Agreement, CONSULTANT shall maintain on file with CITY Clerk of CITY a certificate or certificates of insurance on the form set forth in Exhibit B, attached hereto and incorporated herein by this reference, showing that the aforesaid policies are in effect in the required amounts, the additional insureds are named therein, and the policies cannot be canceled, reduced other than for paid claims, or otherwise modified except as provided in Subsection (f). The certificate shall also specifically state that the coverage contained in those policies affords insurance in compliance with the terms and conditions as set forth in this Agreement. CONSULTANT shall, prior to commencement of work under this Agreement, file with CITY Clerk such certificate or certificates. The policies required by this Agreement except workers compensation and professional liability coverage shall contain an endorsement naming CITY as an additional insured. The policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled, or coverage reduced, except on thirty (30) days written notice to CITY. CONSULTANT agrees that it will not cancel, reduce other than for paid claims, or otherwise modify said insurance coverage.

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

(j) Any deductibles or self-insured retentions shall be declared to and are subject to CITY's approval. At the option of CITY, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

19. RESPONSIBLE PRINCIPAL

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

20. INDEPENDENT CONTRACTOR.

CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees. Neither CONSULTANT nor its agents, employees, or subconsultants shall, 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.

21. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.

In the performance of this Agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections 1410, et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. Sections 200e - 217), whichever is more restrictive.

22. CONFLICTS OF INTEREST.

CONSULTANT 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 services contemplated by this Agreement. No person having any such interest shall be employed by, or be associated with, CONSULTANT. Further, CONSULTANT and his subcontractors shall not enter into any contract to perform work associated with any private development or project site within the boundaries of City of Beverly Hills during the term of this Agreement without prior written approval of CITY.

23. SUCCESSORS AND ASSIGNS.

This Agreement covers professional services of a specific and unique nature. CONSULTANT shall have no right to assign, or attempt to assign, any portion of this Agreement without prior written approval of CITY.

24. TITLES.

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any provisions of this contract.

25. EXTENT OF AGREEMENT.

This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior and contemporaneous negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by a written instrument approved by CITY and executed by CITY and CONSULTANT.

26. EFFECTIVE DATE OF THIS AGREEMENT.

This Agreement, made in duplicate, shall be effective from and after the date signed by CITY.

27. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California.

28. RIGHTS AND REMEDIES NOT WAIVED.

In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

29. PERSONNEL.

CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

30. ATTORNEY'S FEES.

In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including actual attorney's fees incurred in connection with such action or proceeding.

31. CONFLICT BETWEEN CONTRACT AND PROPOSAL.

In the event of any conflict between the provisions of this Agreement and Exhibit A, CONSULTANT's proposal to CITY, the provisions of this Agreement shall be controlling.

32. NOTICES.

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address as noted below:

Jonathan Lait, AICP  
City Planner  
City of Beverly Hills Planning Department  
455 North Rexford Drive, Room G-40  
Beverly Hills, California 90210

Stephen Svete, AICP  
President  
Rincon Consultants, Inc.  
790 East Santa Clara Street  
Ventura, California 93001

33. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, at Beverly Hills, California

CITY OF BEVERLY HILLS  
a municipal corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

ATTEST:

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

CONSULTANT:  
RINCON CONSULTANTS, INC.

\_\_\_\_\_  
STEPHEN SVETE, AICP  
President

\_\_\_\_\_  
DUANE VANDER PLOYM  
Corporate Secretary

APPROVED AS TO FORM:

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

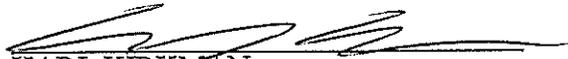
APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

[Signatures continue]



ANNE BROWNING McINTOSH, AICP  
Interim Director of Community  
Development



KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### Environmental Impact Report Beverly Hills Lexus Dealership EIR

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#### I. UNDERSTANDING OF THE PROJECT

CITY is requesting proposals for the preparation of an Environmental Impact Report (EIR) to analyze the impacts associated with the construction of a new 210,982 square foot Lexus Dealership. Located at 9230 Wilshire Boulevard, the property encompasses two parcels. Parcel 1 is currently developed with a two-story, 30,000 square foot two-story building. The dealership is currently using Parcel 2 for vehicle storage while waiting for the vehicles to be picked up after being serviced.

The existing onsite building would be demolished to accommodate the new 210,982 square foot auto dealership. The new structure would have six levels, two of which would be underground, plus rooftop parking.

The applicant would need to secure the following entitlements in order for the project to be developed:

- Conditional Use Permit for the use of a vehicle dealership to operate at this location
- General Plan Amendment to extend the commercial land use designation south onto the R-4 property
- Change of zone for parcel 2 and the portion of the alley to be vacated to C-3 designation
- Creation of an Overlay Zone that would allow development standards such as increase in building height
- Vacation of a portion of the alley bisecting the project site
- Amendment to the City of Beverly Hills Streets and Highway Master Plan

#### II. APPROACH TO THE TASK

Preliminarily, the CITY has determined the key issues of concern for this project include aesthetics, air quality, land use, traffic/circulation/parking, noise, public services and utilities, and construction effects. A historic resources analysis shall also be conducted as part of the project as demolition of the buildings on the site currently may have historic aspects. As part of the scoping process, the CITY is requiring that an initial study be prepared to further identify issues or refine the environmental analysis under each topic. The results of a public EIR scoping meeting may result in the consideration of additional topics for analysis in the EIR.

CONSULTANT's proposed work program is described below, followed by a description of CONSULTANT's technical approach to the analysis of the issues to be studied in the EIR.

#### PROPOSED WORK PROGRAM

The work program for the project shall entail the specific tasks described below.

##### **Task 1: Kickoff Meeting**

Within one week of authorization to proceed, the CONSULTANT team shall organize a kickoff meeting with CITY staff and members of the applicant group, if appropriate. This meeting shall serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules shall be finalized and details for scheduled tasks shall be discussed. The

consultant team shall use this opportunity to collect any relevant studies and information not already transmitted.

The kickoff meeting shall also allow the CITY/CONSULTANT team an opportunity to thoroughly discuss the approach to environmental evaluation and possible project alternatives. A review of community concerns that have surfaced to date shall be discussed. CONSULTANT shall also have an opportunity to confirm the cumulative project list.

## **Task 2: EIR Scoping**

This task includes scoping of the EIR with preparation an Initial Study, circulation of the Notice of Preparation (NOP), and management of a public scoping meeting.

**Subtask 2.1: Prepare Draft Initial Study.** Within two weeks of project kickoff and receipt of all available project materials (digital site plans, elevations, technical studies, etc.), CONSULTANT shall deliver an Administrative Draft Initial Study for the proposed using the CITY's Initial Study Checklist form. The Initial Study shall be comprised of a completed checklist and responses to all questions, with particular emphasis given to responses where the impact is not significant and the response provided shall serve as the primary record of the CITY's determination that the impact is not significant. The objective of the Initial Study shall be to support the preparation of the EIR and focus the EIR where necessary.

CONSULTANT shall revise the Administrative Draft Initial Study per CITY staff comments and provide an additional draft for approval if desired. CONSULTANT shall circulate that the Initial Study as an attachment to the NOP as requested by CITY.

**Subtask 2.2: Prepare Notice of Preparation.** CONSULTANT shall prepare, file and circulate the NOP with oversight and approval by CITY. The NOP and all correspondence received in response to the NOP shall be attached as an Appendix to the Draft EIR. A finalized scope for the Draft EIR shall be defined after all comments on the NOP have been received.

**Subtask 2.3: Design and Manage Scoping Meeting.** CONSULTANT shall design and conduct a public scoping meeting. CONSULTANT understands that the CITY will provide the venue for the meeting and will provide the public notices of the meeting. CONSULTANT shall be responsible for handout materials consisting of project description, site plan, site location map and CEQA timeline and any other presentation graphics, etc. The scoping meeting shall take the form of a posterboard session, with stations in a meeting room at which one-on-one discussions between staff and public shall be encouraged.

**Subtask 3.4: Finalize EIR Scope.** A scope of work for the Draft EIR shall be discussed and finalized with CITY staff after all comments on the NOP have been received and the scoping meeting is concluded and the input analyzed. CONSULTANT shall work with CITY staff to determine if the comments expand the scope of work or require an additional technical section not included in the EIR.

## **Task 3: EIR Project Description**

Within one week of release of the NOP, CONSULTANT shall present a written EIR Project Description for CITY review. This review is critical, since it forms the basis for environmental evaluation under CEQA. Textual, tabular, and graphic presentation shall be included as necessary to facilitate a thorough understanding of proposed facilities.

The project description shall include a discussion of proposed land use changes and controls, planned structural or landscape modifications, operational or other features, policies and programs that have been incorporated into the project to minimize potential environmental or land use conflicts.

#### **Task 4: Administrative Draft Environmental Impact Report**

The Administrative Draft EIR (ADEIR) shall be prepared in accordance with the CEQA Guidelines, which set the standards for the adequacy of an EIR. Specifically, the CEQA Guidelines state that:

*An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.*

To the extent possible, CONSULTANT shall incorporate information from existing applicable environmental and planning documents. As necessary, CONSULTANT shall conduct original research to augment existing information. The ADEIR shall include the components described below.

**Subtask 4.1: Summary.** The EIR shall contain a summary of the proposed project and associated environmental consequences. This information shall be presented in tabular format to simplify review by decision-makers and the general public. This table shall include:

- A synopsis of issue-specific environmental impacts by issue area by level of significance;
- Mitigation measures required for any identified significant impacts; and
- The residual effects after mitigation.
- 

The summary shall provide a brief synopsis of the alternatives reviewed and their associated impacts. It shall also identify the environmentally superior alternative among the studied alternatives. A brief discussion of areas of known public controversy and issues to be resolved shall also be included.

**Subtask 4.2: Introduction and Environmental Setting.** The EIR shall include introductory sections (required by CEQA) that lay the groundwork for and summarize the substantive analysis to follow. The introduction shall describe the purpose and legal authority of the study, scope and content of the EIR, a discussion of lead, responsible and trustee agencies, and a brief project history. The environmental setting shall provide a general description of the existing geographic character of the CITY and the Lexus Dealership area. The regional environmental setting shall also contain a discussion of cumulative development in the area utilizing a cumulative project list developed in consultation with the CITY and Fehr & Peers Associates specifically for this project.

**Subtask 4.3: Environmental Impact Analysis.** Each environmental discussion shall include the following:

- *Setting*
- *Impact analysis*
- *Mitigation measures*
- *Level of significance after mitigation*

The discussion for each issue area shall be introduced by a brief summary of the issue, concerns, impacts, and mitigation measures. The setting that follows shall describe existing conditions relevant to the given issue area based on existing data sources. Sources shall include CITY's General

Plan elements, other relevant environmental documents prepared during the last five years, data provided by CITY, and the results of reconnaissance visits to the site.

The impact analysis shall include a discussion of the methodology used to quantify or determine impacts and the criteria for judging significance. Where possible, impacts shall be quantified. If existing data does not allow definitive quantification, reasonable assumptions shall be used to qualitatively forecast potential impacts. Cumulative impacts shall also be discussed in this section.

CONSULTANT typically orients analyses around clear impact statements that are separately highlighted in the text. This allows a more precise statement of the specific issue at hand and sets the stage for the technical discussion that follows. If the impact warrants mitigation measures, they are indexed to and immediately follow the numbered impact in question. CONSULTANT has found that such an approach focuses the analysis and becomes clearer for the public and decision-makers to follow.

Mitigation measures may include design measures and programs proposed by CITY staff and the consultant team. All mitigation measures shall be presented in wording that can be directly applied to conditions of approval.

The technical approach to analyzing each environmental issue is described in the following section.

**Subtask 4.4: Growth Inducing Impacts.** This section of the EIR shall discuss the growth-inducing effects of the proposed plan. Drawing on the information provided in the regional setting and the preceding issue discussion, CONSULTANT shall address the potential for the project to directly induce economic growth and remove obstacles to growth in the area.

**Subtask 4.5: Alternatives.** This proposal assumes that the EIR shall analyze up to three alternatives. These would include the CEQA-required "no project" alternative, as well as two alternative buildout schemes.

CONSULTANT recommends finalizing the alternative descriptions after completion of some of the preliminary analysis so that CONSULTANT can ensure that the studied alternatives address significant impacts of the proposed project. CONSULTANT shall work directly with CITY staff to identify specifics of all alternatives.

Evaluation of alternatives shall be in less detail than that for the proposed project, though the analysis shall make a significance determination for all issue areas and suggest possible additional mitigation measures. This should provide decision-makers and the public adequate information to decide among alternatives.

**Photosimulations.** The development of photosimulations to describe two of the alternative projects shall be conducted for inclusion into the analysis of aesthetic impacts.

This section shall also identify the environmentally superior alternative. If the "no project" alternative is determined to be environmentally superior, the EIR shall identify the environmentally superior alternative among the remaining scenarios.

**CITY Review of the Administrative Draft EIR.** CONSULTANT shall provide the ADEIR for CITY review within ten weeks of the kickoff meeting. Thereafter, the project manager shall meet with the CITY's project manager to discuss any concerns, modifications, and input to the analysis and proposed mitigation measures.

**Task 5: Draft Environmental Impact Report**

This task involves the production, editorial work and communication processes to publish the Draft EIR for circulation to the public and concerned agencies. CONSULTANT assumes that CITY staff will be responsible for filing a Notice of Completion with the State Office of Planning and Research and the County Clerk, circulating the Draft EIR to commenting agencies and interested groups or individuals, and receiving their written commentary. CONSULTANT further assumes CITY will give notice to all organizations and individuals who have expressed interest in receiving such notice and publish the notice in a local newspaper.

*Project Newsletter.* The release of the Draft EIR for public review shall be timed along with the publication of a newsletter outlining the project analysis in journalism format. Five-hundred four-page copies shall be provided to CITY staff for mailout and other forms of distribution. Content shall be developed and provided to CITY staff three weeks prior to deliver date, to enable City input and approval.

**Task 6: Public Hearings**

CONSULTANT's Project Manager or Principal-in-Charge shall attend up to six public hearings or meetings on the Draft and Final EIRs. If desired by staff, these shall include oral presentations to the hearing body, supplemented with graphic presentations, if necessary. These hearings can be scheduled and selected at the CITY's discretion. CONSULTANT shall attend additional hearings for an additional fee as identified in the cost section of this proposal.

**Task 7: Final Environmental Impact Report**

The final formal stages of the EIR process involve responding to comments, public hearings and final publication tasks. At this point, all of the discretionary permit applications and the Draft EIR shall be brought together for final public governmental scrutiny leading to decisions regarding approval. Through this process, final changes and policy decisions concerning the project shall be made. CONSULTANT's work effort for this task is described below.

**Subtask 7.1: Responses to Comments/Administrative Final EIR.** Subsequent to receipt of all public comments on the Draft EIR, CONSULTANT shall prepare formal responses and publish an Administrative Final EIR for CITY review. This shall include a list of commenter, comment letters, responses to comments, and any added or revised text of the Draft EIR that may be necessary. The final version of the responses to comments shall be incorporated into the Final EIR as an appendix. Also, CONSULTANT shall provide 40 hard copies of the responses to comments to the CITY for distribution.

**Subtask 7.2: Publication of the Final EIR.** CONSULTANT shall deliver one camera-ready copy of the Final EIR and deliver it to CITY. Upon certification of the Final EIR and project approval (if any), CONSULTANT shall deliver 10 bound copies and digital copy of the Final EIR. CONSULTANT shall be responsible for filing a Notice of Determination with the County Clerk's office.

**Task 8: Mitigation Monitoring and Reporting Plan**

CONSULTANT shall prepare a mitigation monitoring and reporting plan (MMRP) in accordance with CITY requirements. The MMRP shall be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan shall take the form of a detailed table, which shall compile all of the mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. The program shall include:

- *Suggested wording as a condition of approval*
- *Identification of persons/agencies responsible for monitoring compliance with each condition*
- *Timing when monitoring must occur*
- *Frequency of monitoring*
- *Criteria to be used to determine compliance with conditions*

## **TECHNICAL APPROACH TO ENVIRONMENTAL ISSUES**

The preliminary scope of work for the environmental issues to be examined during the environmental review process has been identified as follows:

- *Aesthetics*
- *Air quality*
- *Hazards and Hazardous Materials*
- *Historic Resources*
- *Land use*
- *Traffic/circulation/parking*
- *Noise*
- *Public services and utilities*
- *Construction impacts*

The analysis shall compare the impacts of project buildout to existing conditions. The No-Project Alternative shall provide an analysis providing the comparative merits and impacts between the buildout of the proposed plan and buildout. In addition to these issues that were identified in the CITY's Request for Proposals, CONSULTANT has included optional tasks in the areas of Geology and Soils and Environmental Hazards. Based on CONSULTANT's experience on similar projects and given the nature of the project, with three subterranean levels, it anticipates that issues related to grading and subsurface conditions shall be raised during the environmental review process. Auto dealerships have historically involved use of hazardous materials related to automotive repair and fueling that could result in environmental hazards during excavation. These issues will likely need to be explored during the environmental review process and are included herein as optional tasks. The following describes CONSULTANT's approach to the issues.

**Aesthetics.** The aesthetic and visual quality analysis shall consider the potential for the proposed project to degrade the visual character of the site and compare the project to applicable CITY policies and regulations pertaining to urban design. The orientation, height, and massing of the project shall be analyzed in relation to adjoining uses and visibility from public rights-of-way.

CONSULTANT proposes to prepare two color photosimulations to assist in the assessment of aesthetic impacts. The photosimulations shall be prepared by ArchFX Production Studio and shall involve superimposing a realistic image of the proposed project onto photos of the site and surroundings from two separate vantage points. The EIR shall depict "before and after" conditions in order to illustrate the effect of the project on visual conditions. It is assumed that complete CAD files of the proposed building shall be provided and that the building shall include a standard level of architectural detail. If the building is dramatically ornate or specifically modern, the cost of preparing photosimulations may fluctuate (either up or down) to reflect the hours needed to complete the model.

The impacts of project-generated shadows on adjoining uses shall also be modeled and evaluated. The policy analysis shall involve review of all CITY documents addressing design and development standards for the project site area to ensure the project's consistency with stated goals.

**Air Quality.** Temporary construction air quality impacts shall be discussed in the "Construction Impacts" section of the EIR. The air quality section shall focus on operational impacts and shall be conducted in accordance with the methodologies and significance criteria contained in the SCAQMD's CEQA Air Quality Handbook.

Operational impacts shall be associated with the increase in motor vehicle activity and, to a lesser degree, increases in on-site energy consumption. The addition of air pollutants to the region shall be quantified using the URBEMIS air emission calculation program and emission estimates shall be compared to SCAQMD thresholds to determine significance. Carbon monoxide (CO) screening shall be conducted for any study area intersections forecast to operate at LOS D or lower. If the preliminary screening identifies potentially significant impacts, more detailed modeling shall be conducted using CALINE4.

**Geology and Soils.** This section shall be based on existing literature sources, including but not limited to, the applicant's soils and geology reports, CITY's Safety Element and other existing geological and soils reports that are available for the project area. All technical reports shall be reviewed by CONSULTANT's Certified Engineering Geologist to evaluate the potential geologic hazards that may adversely affect the proposed project. Specifically, this section shall review proposed geologic and soils conditions as they may affect grading and excavation that shall be required for the proposed development.

The impact assessment shall provide graphic representation of potential hazard areas and shall identify specific mitigation requirements for each hazard identified. Specifically, this section shall include the following:

- *Review of available published geologic maps and reports covering the subject area*
- *Discussion of existing geologic conditions (e.g., seismic capabilities, liquefaction potential, soils, subsurface structure, landforms, etc.).*
- *Identification of potential geologic hazards (e.g., liquefaction, shrink-swell, erosion, etc.) and seismic characteristics in the project area.*
- *Identification of potential impacts associated with subsurface contamination (worker safety issues, need for remedial activities prior to onsite grading, etc.)*
- *Discussion of local groundwater characteristics.*
- *Evaluation of the effect of geologic hazards on proposed project (e.g., liquefaction, erosion, seismic, etc.).*
- *Measures to mitigate specific geologic hazards.*
- *Identification of any additional geologic and soils analysis that may be necessary to ensure adequate mitigation of geologic hazards.*

**Hazardous Materials.** Given the historic use of the site as an auto dealership, the potential exists for past automotive service (hydraulic lifts, underground fuel storage tanks, waster oil tanks, sumps, etc.) and other practices to have released hazardous materials into the subsurface soils. These materials could result in impacts to human health and safety and the environment if encountered during subsurface excavations needed to the proposed new development. This section shall be based on readily available information sources, including Phase I or Phase II environmental site assessment reports available from the project applicant and other information available for the project area. CONSULTANT has considerable experience examining redevelopment and reuse of urban areas. As a result, CONSULTANT has a very good understanding of the issues at hand and the mitigation requirements that shall be required for the project. The findings of the existing studies, including any available human health risk screening analyses or remedial investigations shall be summarized in the EIR.

This section shall be directed by CONSULTANT's Registered Environmental Assessor and Certified Hydrogeologist to determine if past uses on the site may have contaminated subsurface soils. The

findings of these existing studies shall also be incorporated into the impact analysis for the project. The focus of the analysis shall be on the potential for past uses to adversely impact the construction phase of the project. The presence of hazardous constituents in the soils has the potential to affect the construction methods and timing of development as well as human health and safety.

If hazards are identified, the impact assessment shall provide graphic representation of potential hazard areas and shall identify specific mitigation requirements for each hazard identified.

The hazards analysis shall be supplemented by technical reports associated with these issues; a Phase I environmental site assessment and an asbestos report. These reports are described here:

*Phase I Environmental Site Assessment.* CONSULTANT shall conduct a Phase I ESA of the property in general conformance with the 2005 ASTM Standard Practice for Environmental Site Assessments (ASTM E 1527-05). The scope of work for the Phase I shall consist of four elements: records review, site reconnaissance, interviews, and report preparation. The work shall be performed under the direction of a California Professional Geologist and an Environmental Professional.

CONSULTANT's scope of services, pursuant to ASTM practice, will not include any inquiries with respect to asbestos, lead-based paint (see other optional tasks), lead in drinking water, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, or high voltage power lines.

**Records Review.** A records review shall be conducted to help identify potential environmental liabilities associated with current and past uses of the property. The records review shall include both environmental information and historical use information readily available in public records. Information concerning potential environmental liabilities associated with known nearby properties shall be obtained using a computer database records search in accordance with minimum search distances specified in the 2005 ASTM Standard Practice for Environmental Site Assessments (the current standard for Phase I environmental site assessments).

Environmental agency file reviews shall be conducted for unauthorized release sites that fall within the subject property, adjacent properties, or nearby properties that, based on regional hydrogeologic information, would be expected to impact the subject property.

Applicable historical use information shall also be assessed by a review of two or more of the following: Sanborn Fire Insurance maps, CITY directory listings, USGS topographic maps, aerial photographs, and building and fire department permit files. In addition, CONSULTANT shall review any previous Phase I ESA reports conducted at the subject site if provided by the City or project applicant.

**Site Reconnaissance.** A site reconnaissance shall be conducted by CONSULTANT along with a representative (as identified by the CITY or project applicant) knowledgeable of the property to identify obvious potential environmental liabilities. The subject property and immediately adjacent properties (as accessible) shall be visually inspected. Site use practices that may have impacted the property shall be reviewed, including: storage tanks, drums and containers, stained soil and stressed vegetation, drains and sumps, solid waste, and wells.

**Interviews.** CONSULTANT shall interview the current site owner or a designated representative of the site owner (as identified by the CITY or project applicant) to obtain additional information regarding past and present site uses as they may have affected the property. The interview shall include transmittal of an interview questionnaire to the above-referenced individual. As specified in the 2005 ASTM Standard Practice for Environmental Site Assessments, CONSULTANT shall also provide an interview questionnaire to the user of the Phase I ESA. If

necessary, CONSULTANT shall also interview other individuals including: regulatory agency personnel, past owners of the property and adjacent property owners.

Report. A report shall be prepared documenting the information and findings of the research conducted in the above tasks. The report shall include a series of maps identifying existing site and nearby land uses. The report shall provide an opinion regarding the potential presence and impact of environmental site conditions at the subject property.

*Asbestos and Lead based Paint Surveys.* If authorized, CONSULTANT shall perform an asbestos survey of the site buildings. The scope of work of an asbestos survey would consist of the following tasks:

Asbestos Survey. CONSULTANT would conduct an asbestos survey of onsite buildings using an EPA accredited Asbestos Hazard Emergency Response Act inspector. A visual survey would be conducted initially to identify the presence of suspect asbestos containing material. Homogenous areas are defined as areas in which suspect materials are uniform in texture, construction or application date, and general appearance. Data are presented by homogenous area according to location as well as material type, quantity, and the presence of asbestos.

Intrusive inspection and sampling is not within the scope of a typical proposal; that is the use of demolition techniques to gain access to normally inaccessible areas, such as pipe chases in ceilings, wall crawl spaces, attics, etc., shall not be employed.

Samples are collected in general accordance with EPA sampling procedures as defined in the Simplified Sampling Scheme for Friable Surfacing Materials, USEPA, 1985 and the Asbestos Hazard Emergency Response Act of 1986 (40 CFR part 763). Reasonable care would be taken to avoid any accidental fiber release into the building environment.

Asbestos samples would be analyzed using a laboratory accredited by the American Industrial Hygiene Association, the National Institute for Standards and Testing and the National Voluntary Laboratory Accreditation Program. Analysis would be by Polarized Light Microscopy. Quality Control would be strictly enforced to assure accuracy of sample results. Current Federal USEPA Regulations define a material to be asbestos-containing at 1% by weight. Current State of California regulations define a material to be asbestos-containing at 0.1% by weight. For this reason, any sample reported as containing trace amount of asbestos is assumed to contain asbestos. The analytical data are presented in a report describing sampling and analytical methods used, quantities of hazardous materials, and material-specific recommendations.

Lead Based Paint Survey. CONSULTANT would also perform a lead based paint survey of the buildings. The lead based paint survey would be conducted by a State of California Department of Health Services trained Lead Inspector/Assessor for lead based paint. First, a visual survey would be conducted to identify the presence of suspect lead based paint. If suspect lead based paint is located, lead based paint readings are performed from each component identified during the visual survey.

Representative lead based paint readings would be collected utilizing an X-Ray Fluorescence (XRF) lead based paint analyzer. Readings are collected from selected components throughout the building's interior and exterior. Lead based paint readings would be collected in accordance with Chapter 7 of the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing and U.S. Environmental Protection Agency (EPA) 40 CFR part 745 and Title X of the 1992 Housing and Community Development Act.

Intrusive inspection and sampling is not within the scope of a typical lead based paint survey proposal; that is the use of demolition techniques to gain access to normally inaccessible areas, such

as pipe chases in ceilings, wall crawl spaces, attics, etc., is not employed. CONSULTANT has budgeted that this work shall be done concurrently with the asbestos survey.

**Historic Resources.** San Buenaventura Research Associates (SBRA) shall prepare an historic resources technical report which shall identify if any buildings or structures on the project site or immediate vicinity are eligible for listing on the National Register of Historic Places (NRHP), the California Register of Historic Resources (CRHR), or for designation as local landmarks, or have already been declared or designated.

A review of the relevant literature shall be conducted by examining previous historic resources evaluation reports and surveys, and materials maintained by local agencies, historical societies, libraries and individuals. These materials shall be used to develop an historic setting for the project area, and to determine potential architectural and/or historical significance.

A field investigation of the property shall be conducted. All buildings and structures which appear to be 50 years old or older and shall be photographed and architectural descriptions recorded. Dates of construction shall be established based on official records, or lacking official records, visual or other documentary evidence. It shall be determined if potential historic resources retains integrity sufficient to convey their association with a historically significant theme.

The proposed project shall be evaluated for its potential to adversely impact historic resources directly or indirectly, in accordance with the standards and procedures of the California Environmental Quality Act (CEQA). Project impacts, both immediate and cumulative, shall be determined and alternatives evaluated. Feasible mitigation measures intended to reduce or eliminate impacts shall be proposed, as necessary and appropriate. In accordance with the CEQA Guidelines, the primary methodology for the determination of impacts and development of a mitigation plan shall be the Secretary of the Interior's Standards for Rehabilitation, and appropriate NRHP standards, and local guidelines. Additional mitigation techniques shall be investigated, as appropriate.

**Land Use.** This section of the EIR shall examine both consistency with applicable land use policies and compatibility of the project with adjacent land uses. The policy consistency discussion shall consider the CITY's General Plan, Zoning Code, and other applicable CITY documents. As appropriate, it shall also consider applicable regional policies such as those of the Southern California Association of Governments (SCAG).

The compatibility analysis shall involve an objective discussion of the proposed project in the context of the existing land use pattern in the immediate vicinity of the site. This discussion shall also summarize the findings of other sections relevant to land use compatibility (noise, air quality, aesthetics) from a land use perspective. Mitigation measures shall be recommended to reduce any potentially significant conflicts or impacts.

**Noise.** Temporary construction noise impacts shall be addressed in the "Construction Impacts" section of the EIR. The noise section shall focus on long-term operational impacts associated with increased vehicle activity.

Traffic noise shall be estimated using a modification of the Federal Traffic Noise Model (calibrated based upon actual measured noise in the area) and data from the traffic study. The analysis shall focus on street segments anticipated to experience substantial traffic increases and that are adjacent to sensitive noise receptors.

Long-term operational noise exposure shall be assessed in terms of the Community Noise Exposure Level (CNEL). The EIR shall also address relevant policies and implementation strategies of the CITY's adopted Noise Element and Noise Ordinance. Mitigation measures shall be developed for identified significant impacts.

**Public Services and Utilities.** The public services section of the EIR shall address potential impacts on police protection and fire protection services, as well as impacts to the CITY's water, wastewater treatment, stormwater treatment, and solid waste collection and disposal systems. These service systems shall be evaluated and, where possible, impacts shall be quantified. Police and fire service providers shall be contacted to determine whether service deficiencies exist and whether project implementation would require the expansion of facilities. Water demand and wastewater and solid waste generation shall be quantified based on standard factors and compared to available system capacities. As necessary, mitigation shall be developed for identified significant impacts.

**Traffic/Circulation/Parking.** The issue of traffic, circulation, and parking shall be addressed by Fehr & Peers. Below is a list of tasks they will perform for this project.

Task 1: Project Initiation and Coordination - At the outset of the traffic study, scoping discussions shall be held with CITY staff to finalize and confirm the scope of services for the traffic study. Issues to be discussed/confirmed include the geographic scope of the study (e.g., intersections and streets), time periods for analysis, forecasting methodologies, approach to trip generation and parking demand estimation, and key assumptions.

In the Request for Proposal (RFP), CITY has tentatively identified the following 14 intersections for evaluation in the study:

1. *Rexford Drive & Wilshire Boulevard*
2. *North Maple Drive & Wilshire Boulevard*
3. *South Maple Drive & Wilshire Boulevard*
4. *North Palm & Wilshire Boulevard*
5. *South Palm & Wilshire Boulevard*
6. *Doheny Drive & Wilshire Boulevard*
7. *Crescent Drive & Wilshire Boulevard*
8. *Rexford Drive & Charleville Boulevard*
9. *Maple Drive & Charleville Boulevard*
10. *Palm Drive & Charleville Boulevard*
11. *Rexford Drive & Olympic Boulevard*
12. *Maple Drive & Olympic Boulevard*
13. *Palm Drive & Olympic Boulevard*
14. *Doheny Drive & Olympic Boulevard*

For the purpose of this proposal, it is assumed that these intersections shall be evaluated in the study for the weekday a.m., weekday midday, weekday p.m., and Saturday midday peak periods. However, as part of this task, the study intersections shall be reviewed to determine whether the list is adequate to address potential project impacts or whether additional intersections should be added to the study. Preliminary estimates of project trip generation and distribution to be prepared in Task 4 shall be used as an aid in this assessment. The precise study locations and time periods to be analyzed shall be confirmed with CITY staff as part of this task.

The RFP also requested the evaluation of the following roadway segments to identify neighborhood impacts.

1. *100 North Block of Rexford Drive*
2. *100 South Block of Rexford Drive*
3. *200 South Block of Rexford Drive*
4. *300 South Block of Rexford Drive*
5. *100 South Block of Maple Drive*
6. *200 South Block of Maple Drive*

7. 300 South Block of Maple Drive
8. 100 South Block of Elm Drive
9. 200 South Block of Elm Drive
10. 300 South Block of Elm Drive
11. Charleville Boulevard between Elm Drive and Oakhurst

The roadway segments listed above shall also be reviewed with the project team to determine whether the list is adequate to address potential project impacts or whether additional locations should be added to the study based on the expected trip generation and anticipated travel routes.

Task 2: Data Collection - CITY files shall be researched in an effort to obtain available recent traffic count data. An allowance has been provided in the fee proposal to conduct new traffic counts at up to 14 intersections for the weekday a.m., weekday midday, weekday p.m., and Saturday midday peak periods in the event that new counts shall be required. The budget also includes daily traffic counts for 11 roadway segments.

Traffic counts shall also be collected at the two intersections providing access to the ally on Maple Drive and Rexford Drive during the weekday a.m., weekday midday, weekday p.m., and Saturday midday periods. These counts shall be required to estimate changes in travel patterns with the proposed closure of the alley within the project site.

An inventory shall be made of the existing street system serving the study area, including number of lanes, street widths, traffic control devices, and operational characteristics. Additional pertinent data shall also be collected, including previously conducted traffic studies and information regarding planned street improvements within the study area.

Task 2A: Parking & Trip Generation Survey of Existing Site - A parking utilization survey shall be conducted of the existing parking on the project site to ascertain the level of parking demand currently accommodated on the site. The survey shall be conducted on both a weekday and a Saturday.

Traffic counts shall be conducted at the project site to determine the vehicle-trip generation during the weekday a.m., weekday midday, weekday p.m., and Saturday midday peak periods. This shall provide information on the existing trip generation of the site and can be used to project traffic volumes with the proposed redevelopment of the dealership.

Two additional Lexus dealerships shall be surveyed to collect parking and trip generation data. Parking utilization surveys shall be conducted to determine the level of parking demand at the two dealerships. Traffic counts shall be conducted at the dealerships to determine the vehicle-trip generation during the weekday a.m., weekday midday, weekday p.m., and Saturday midday peak periods. The two additional dealerships to be surveyed shall be determined in consultation with the project team upon project initiation.

Task 3: Existing Traffic Conditions - An assessment shall be made of existing operating conditions and constraints within the study area. Peak hour levels of service shall be quantified at the study intersections utilizing the Intersection Capacity Utilization methodology preferred by CITY. Existing traffic operational problems and congested areas shall be identified.

Task 4: Forecast Future Traffic Conditions - A series of traffic projections shall be developed, as follows:

Future base (i.e., no project) conditions, including background traffic growth and cumulative developments within the study area. The future base conditions shall include traffic expected to be generated by other projects either currently under construction, approved for development, or proposed within the study area (all projects within Beverly Hills, all projects within a two-mile

radius that are comprised of either 10,000 square feet or more of non-residential floor area or 25 or more dwelling units, and regionally significant projects beyond the two-mile radius). Data regarding potential related projects proposed for development in the study area shall be obtained from CITY and from neighboring cities as appropriate. In accordance with current CITY practice, it is anticipated that the CITY will provide related projects traffic data from the CITY's Traffix model for use in the study.

Project-generated traffic. Trip generation rates from standard sources such as the Institute of Transportation Engineers (ITE) do not lend themselves to the proposed project uses. ITE rates can be reviewed as a general indication of trip generation. However, project trip generation shall be primarily estimated through the existing traffic count surveys to determine vehicle-trip generation rates of the existing site and similar Lexus dealerships (conducted under Task 2A).

Trip distribution and assignment shall take into consideration factors such as the geographic distribution of project trips, existing travel and congestion patterns and major access routes to/from the project area, and the location of site access points in relation to the surrounding street system.

The traffic forecasts with the development of the proposed project shall also take into consideration the closure of a portion of the alley that currently provides access between Maple Drive and Rexford Drive. Under "plus project" conditions, the alley shall no longer provide access to/from Maple Drive. Therefore, vehicles currently entering/exiting the alley at Maple Drive shall be re-routed to Rexford Drive.

Future conditions with development of the proposed project, including background traffic growth, cumulative developments within the study area, and traffic generated by the project.

Task 5: Traffic Impact Assessment and Mitigation Measures - An assessment shall be made of projected operating conditions, and traffic impacts of the proposed project shall be identified. This assessment shall concentrate on capacity impacts at the study intersections, although potential impacts to police and fire vehicular circulation and response times shall also be considered. Intersection levels of service shall be projected. Significance of project impacts shall be assessed in accordance with CITY criteria.

Traffic volume changes on the study roadway segments shall be reported on a daily basis under no project and plus project conditions. Traffic volume changes shall be presented in the number of new vehicle-trips and percent increase in daily volumes due to the development of the proposed project.

If necessary, appropriate mitigation measures shall be developed to alleviate negative traffic impacts thus identified. Mitigation measures could potentially be physical or operational in nature. Potential mitigations shall be examined to determine their physical feasibility and effectiveness, and a recommended mitigation program shall be developed. Recommended physical improvements shall be evaluated from a conceptual planning perspective only (preliminary engineering drawings are not included as part of this work scope).

Task 6: CMP/Regional Analysis - The Congestion Management Program for Los Angeles County (CMP) (Los Angeles County Metropolitan Transportation Authority) generally requires preparation of a Transportation Impact Analysis to assess potential impacts of a project on the regional transportation system when an environmental impact report is prepared for a project. If the project meets the CMP minimum threshold criteria for analysis, this shall include analysis of potential impacts on CMP arterial monitoring intersections and freeway monitoring segments and on the public transit system. Mitigation measures shall be developed as appropriate for impacts identified on the CMP regional highway system or public transit system.

Task 7: Parking Analysis - The parking plan for the proposed project shall be evaluated. If applicable, the total number of parking spaces required by CITY code shall be determined and compared against the proposed on-site parking supply, and variations from CITY requirements shall be identified. The parking data collected as part of Task 2A shall be used to determine if the current parking demand meets or exceeds CITY code.

Task 8: Site Access/Internal Circulation Analysis - The site access and internal circulation plan proposed as part of the project shall be evaluated to ensure that it is adequate to accommodate anticipated traffic flows based on the expected trip generation. The site access study shall include an analysis of ingress/egress to the project site and its proximity to nearby intersections, such as the signalized intersection on Wilshire Boulevard.

A key component of the site access study shall be an analysis of the pick-up/drop-off areas proposed as part of the maintenance facilities. Field data collected at the existing site during the morning and afternoon peak hours shall provide background data on vehicle demands during peak service hours and shall be used to determine if the proposed design is sufficient with regard to vehicle storage and queuing.

Evaluation of the proposed site circulation system shall include an assessment of parking access and internal vehicle movement, service/delivery access, bus access, passenger loading/unloading, and pedestrian access. The potential for impacts at the proposed site access points shall be evaluated, including level of service analysis, potential queuing conflicts, and assessment of the potential need for traffic controls or turn lanes. Both truck and passenger vehicle turning radii and maneuvers into/out of and through the site shall be evaluated using AutoTurn turning templates. An analysis of the internal circulation pattern from the roof deck parking level to the basement shall be provided.

If necessary, appropriate mitigation measures for site access and internal circulation shall be investigated and recommended.

Task 8A: Simulation Model of Site Access - Access to the project site, including the pick-up/drop off area, shall be analyzed using the VISSIM micro-simulation software program. The VISSIM model shall contain Maple Drive between Wilshire Boulevard and the southern edge of the project site. The VISSIM model shall reflect anticipated traffic volumes with the development of the proposed project. The model shall be used to analyze the worst-case analysis period for the pick-up/drop-off area (i.e., the a.m., mid-day, or p.m. peak hours) based on trip generation estimates. The VISSIM model shall provide a visual simulation of site access operations to ensure that the appropriate design is implemented as part of the project. Recommendations shall be made to improve site access, including the pick-up/drop-off area, as needed, based on the results of the VISSIM modeling effort.

Task 9: Project Alternatives - Traffic conditions and impacts for the no project alternative and the proposed project shall be evaluated fully as part of Tasks 4 through 8 described above. As permitted under the California Environmental Quality Act, other project alternatives shall be evaluated to a lesser extent, consisting of trip generation and parking demand analysis and qualitative assessment of potential impacts relative to the proposed project.

Task 10: Documentation - A technical report shall be prepared that presents the methodology, results, and recommendations of the transportation analysis. The report shall be submitted in draft form for review and comment and shall be finalized after receipt of comments. The report shall be suitable for use as an appendix to the Environmental Impact Report (EIR).

Task 11: Response to Comments - Responses shall be prepared to the public comments received on the draft EIR pertaining to traffic and parking. The draft responses shall be submitted

to CITY staff for review, and shall then be finalized upon receipt of CITY comments. The final responses shall be incorporated into the final EIR.

**Task 12: Public Hearings** - Fehr & Peers shall attend up to six public meetings (potentially consisting of any combination of public scoping meeting, Planning Commission meetings, City Council meetings, or community workshops).

**Construction Effects.** The construction effects of the proposed project are primarily related to noise and traffic generated during the construction period as well as potential temporary air and water quality impacts. This section shall consider each of these temporary construction-related issues. This shall help decision makers and the community to better understand and isolate the temporary effects of the construction component of the project.

The potential for significant construction-related air quality impacts shall be based on the SCAQMD's CEQA Air Quality Handbook (as updated) methodologies and significance criteria. This shall include evaluation of emissions related to construction equipment as well as potential generation of dust. Given that the project involves demolition of existing structures, there is potential that these structures may contain asbestos or lead based paint which, if not properly handled could result in airborne hazards or worker safety issues. CONSULTANT has assumed that these issues shall be addressed based on existing documentation that is available for the project. If necessary, CONSULTANT could prepare asbestos and lead based paint surveys of the existing structures for an additional fee. The analysis shall also consider the SCAQMD's localized significance thresholds (LSTs).

Construction noise shall be evaluated based upon the type of equipment and the time and duration of equipment usage. Noise levels associated with construction activities shall be quantified and projected on neighboring properties based upon noise levels reported in the USEPA document Noise from Construction Equipment and Operations and the distance from construction sites to these properties. Construction noise shall be assessed in terms of maximum noise levels and compared to CITY Noise Ordinance standards.

Construction-related traffic and parking demand shall be estimated and measured against local traffic and parking conditions. Water quality impacts shall be addressed qualitatively and the CITY's water quality protection requirements shall be described.

### **III. PROJECT SCHEDULE / DELIVERABLE PRODUCTS**

The following is a list of deliverable products that would be provided to the CITY. It adheres to the requirements included in the CITY's Request for Proposal.

**EIR Project Description.** Three copies of the draft EIR Project Description shall be delivered within two weeks of the kickoff meeting.

**Administrative Draft Environmental Impact Report.** 15 hard copies and one digital copy of the Administrative Draft Environmental Impact Report shall be delivered within 12 weeks of receipt of notice to proceed.

**Draft Environmental Impact Report.** 60 hard copies and one digital copy of the Draft Environmental Impact Report shall be provided within two weeks of receipt of CITY comments on the Administrative Draft Environmental Impact Report.

**Responses to Comments.** One copy of the draft responses to comments on the Draft Environmental Impact Report and draft MMRP shall be delivered to the CITY within three weeks of receipt of all

comments on the Draft EIR. Once finalized, 40 hard copies and one digital copy of the responses to comments shall be delivered to the CITY for distribution.

**Final Environmental Impact Report.** 10 hard copies and one digital copy of the Final Environmental Impact Report shall be delivered within one week of receipt of all CITY comments on the Response to Comments report). The Final Environmental Impact Report shall be in the form of a single document that includes the Draft Environmental Impact Report, comment letters received, responses to comments, and the MMRP.

\*Additional copies of these publications shall be billed on a time and materials basis.

#### **IV. FEE PROPOSAL**

CONSULTANT shall prepare the Environmental Impact Report for the proposed Lexus Dealership EIR, in accordance with this proposed scope of services, for an estimated cost of \$284,414.

The attached table provides a breakdown of the proposed budget by major work item. A copy of CONSULTANT's standard fee schedule can be found as an appendix to this proposal.

Attendance at a project kickoff meeting and up to six public hearings or community meetings is included in the estimated budget. At the CITY's request, the Project Manager or Principal-in-Charge shall attend additional hearings for an additional cost of \$1,200 per meeting.

The proposed scope of services and associated costs are fully negotiable to meet the needs of CITY. Additional work, not included within this proposed work program, shall be completed only upon written CITY authorization in accordance with CONSULTANT's standard fee schedule. This offer for professional services shall remain in effect for a period of 60 days from the date of this proposal. During this period, questions regarding our proposed scope of services may be directed to Mr. Stephen Svete, AICP, Principal of Rincon Consultants, Inc.

City of Beverly Hills  
 Lexus Dealership Project  
 Environmental Impact Report  
 Revised Cost Estimate

10/3/2007

Tasks	Cost	Hours	Rincon Consultants					
			Principal \$155/hour	Sr. Assoc. \$135/hour	Sr. Analyst \$105/hour	Analyst \$85/hour	Graphics \$85/hour	Admin \$50/hour
1. Kickoff Meeting	\$1,360	12	4	4				4
2. EIR Scoping								
2.1 Prepare Initial Study	\$3,840	40	2	6		26	6	
2.2 Notice of Preparation	\$960	14		1		4	1	8
2.3 Scoping Meeting	\$3,840	36	6	10		4	12	4
2.4 Finalize Scope	\$580	4	2	2				
3. Project Description	\$2,280	24	2	2		12	8	
4. Administrative Draft EIR								
4.1 Summary	\$1,240	12	1	3		8		
4.2 Introduction and Environmental Setting	\$1,240	12	1	3		8		
4.3 Environmental Impact Analysis								
Aesthetics	\$6,330	62	2	4	36		20	
Air Quality	\$3,880	40	4	4		32		
Geology and Soils	\$2,830	30	4			26		
Hazards and Hazardous Materials	\$3,055	31	6			24	1	
Historic Resources	\$1,530	14	2	4		8		
Land Use	\$4,090	38	2	4	26		6	
Noise	\$4,700	48	6	4		36	2	
Public Services and Service Systems	\$3,910	42	2	4		32	4	
Traffic/Circulation/Parking	\$2,040	20	2	4		8	6	
Construction Effects	\$3,370	34	4	4		26		
4.4 Growth Inducing Impacts	\$900	8		2	6			
4.5 Alternatives (3)	\$4,280	40	4	12		16	8	
5. Draft EIR	\$5,230	58	4	10	4	16	8	16
6. Public Hearings (6)	\$6,960	48	24	24				
7. Final EIR								
7.1 Response to Comments	\$6,920	64	8	24		24		8
7.2 Publication of Final EIR	\$2,810	30	2	8		12		8
8. Mitigation Monitoring and Reporting Plan	\$1,580	16	1	3		12		
Expanded Outreach (Newsletter production)	\$2,720	24	4	8		12		
Project Management	\$9,860	68	34	34				
<b>Subtotal Labor:</b>	<b>\$92,335</b>	<b>869</b>	<b>133</b>	<b>188</b>	<b>72</b>	<b>346</b>	<b>82</b>	<b>48</b>
<b>Additional Costs</b>								
Subconsultant: SBRA (historic)	\$3,450							
Subconsultant: Fehr & Peers (traffic)	\$98,220							
Subconsultant: ArchFX (photosimulations)	\$7,800							
Additional Simulations (2 alternatives)	\$15,600							
Printing:								
Administrative Draft EIR (15 copies)	\$1,125							
Draft EIR (60 copies)	\$4,500							
Responses to Comments (40 copies)	\$1,200							
Final EIR (10 copies)	\$950							
Newsletter Printing (500 copies, 4-page, 4-color sep)	\$1,000							
Phase 1 Environmental Site Assessment	\$3,200							
Asbestos and Lead based Paint Surveys	\$4,500							
Supplies and Miscellaneous Expenses	\$3,000							
General & Administrative	\$21,682							
<b>Subtotal Additional Costs:</b>	<b>\$166,227</b>							
<b>TOTAL LABOR + ADDITIONAL COSTS</b>	<b>\$258,562</b>							
CONTINGENCY (10%)	\$25,856							
<b>TOTAL + CONTINGENCY</b>	<b>\$284,418</b>							

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/26/2007

PRODUCER  
Serial # 101146  
**LEGENDS ENVIRONMENTAL INS.SVCS,LLC**  
2165 N GLASSELL STREET  
ORANGE, CA 92865  
LICENSE #0C79875

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

ED  
**RINCON CONSULTANTS, INC.**  
790 EAST SANTA CLARA STREET # 103  
VENTURA, CA 93001

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: AMERICAN SAFETY CASUALTY INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input type="checkbox"/>	ENV007375-06-02	12/17/06	12/17/08	EACH OCCURRENCE	\$ 3,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				MED EXP (Any one person)	\$ 10,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PERSONAL & ADV INJURY	\$ 3,000,000
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				GENERAL AGGREGATE	\$ 3,000,000
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				PRODUCTS - COMP/OP AGG	\$ 3,000,000
		<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				COMBINED SINGLE LIMIT (Ea accident)	\$
A		<b>PROFESSIONAL LIABILITY</b> CLAIMS MADE	ENV007375-06-02	12/17/06	12/17/08	BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
						WC STATU-TORY LIMITS	
						OTH-ER	
						EL EACH ACCIDENT	\$
						EL DISEASE - EA EMPLOYEE	\$
						EL DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
CITY OF BEVERLY HILLS, ITS CITY COUNCIL AND EACH MEMEBR THEREOF AND EVERY OFFICER AND EMPLOYEE OF THE CITY SHALL BE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY WITH RESPECTS TO WORK PERFORMED FOR THEM BY THE NAMED INSURED.

## CERTIFICATE HOLDER

CITY OF BEVERLY HILLS  
ATTN: VINCENT P. BERTONI  
455 NORTH REXFORD DR. ROOM G-40  
BEVERLY HILLS, CA 90210

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE OF INDEPENDENT INSURANCE AGENCY

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

02/08/2008

PRODUCER (949)348-7400 FAX (949)348-2373  
**Insurance Solutions**  
 License #0746539  
 26522 La Alameda, Suite 190  
 Mission Viejo, CA 92691  
 ED Rincon Consultants, Inc.  
 790 E. Santa Clara  
 Ventura, CA 93001

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>The Hartford</b>	
INSURER B: <b>Delos</b>	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72SBATV4044	01/07/2008	01/07/2009	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	DCP000341-00	02/01/2008	02/01/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City are named as Additional Insured.

Waiver of Subrogation applies to workers compensation per the attached endorsement.

\*10 Days Written Notice for Non-Payment of Premium.

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Beverly Hills  
 Attn: Vicent P. Berton  
 455 North Rexford Dr., RM G40  
 Room G-40  
 Beverly Hills, CA 90210

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Tony Alessandra/BRIANS *Tony Alessandra*