



AGENDA REPORT

Meeting Date: December 15, 2009

Item Number: G-11

To: Honorable Mayor & City Council

From: Susan Healy Keene, AICP, Director of Community Development
Jonathan Lait, AICP, City Planner
Rita Naziri, Senior Planner

Subject: AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RINCON CONSULTANTS, INC. FOR THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION FOR A PROPOSED MEDICAL OFFICE/GENERAL OFFICE/RETAIL BUILDING LOCATED AT 121 SAN VICENTE BOULEVARD AND APPROVAL OF A PURCHASE ORDER FOR \$142,731.00.

Attachments: 1. Agreement

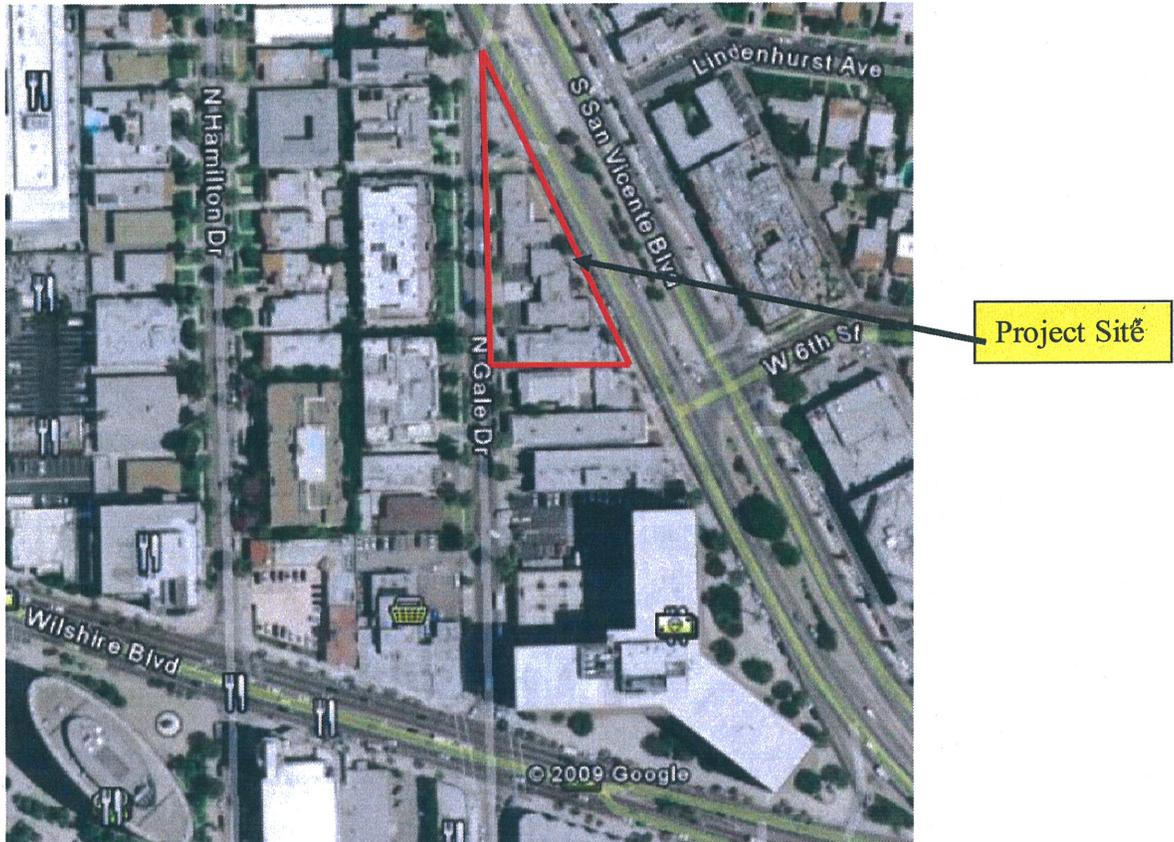
RECOMMENDATION

Staff recommends that the City Council approve an agreement between the City of Beverly Hills and Rincon Consultants, Inc., including authorization of the requisite purchase order for consulting services to prepare environmental documentation for a proposed project located at 121 San Vicente Boulevard.

INTRODUCTION

The City has received an application for a development project located at 121 San Vicente Boulevard. This site is part of a triangular-shaped parcel located just west of the intersection of San Vicente Boulevard and Gale Drive. The proposed project involves the demolition of two one and two-story existing commercial buildings and construction of a new commercial building on a 21,837 square-foot property. The building is proposed to be three stories, 49 feet tall and will contain 31,148 square feet of medical offices and 9,840 square feet of retail and general office. The proposed project also includes three levels of subterranean parking with 183 parking spaces accessed from San Vicente

Boulevard. The first floor would include commercial space, loading area containing two loading spaces, lobby and other ancillary uses. The project involves a request for variances to allow tandem parking spaces and valet operated vehicle elevators which would access the second and third levels of subterranean parking.



DISCUSSION

Rincon Consultants, Inc. is an environmental consulting firm that has prepared environmental documents for the City Beverly Hills and other municipalities. The scope of work, attached to the contract, calls for an evaluation of the environmental impacts associated with this project, as required by the California Environmental Quality Act (CEQA). All costs associated with this contract are borne by the project applicant. The cost for this contract is \$142,731.00, which includes a \$10,000 contingency that may be needed for minor revisions to the scope of work specified in the contract which can be authorized without delaying the process for a contract amendment. The applicant has deposited the full amount of the contract, including the contingency and has also deposited the City's required 15% contract administration fee and a \$15,000.00 legal deposit.

FISCAL IMPACT

As mentioned above, all costs associated with the preparation of the environmental documents are paid for by the project proponents. No City funds will be used to pay for the services provided in conjunction with this agreement.

Susan Healy Keene, AICP
Approved By



Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RINCON CONSULTANTS, INC. FOR THE
PREPARATION OF ENVIRONMENTAL DOCUMENTATION
FOR A PROPOSED MEDICAL OFFICE/GENERAL
OFFICE/RETAIL BUILDING LOCATED AT 121 SAN
VICENTE BOULEVARD

NAME OF CONSULTANT: Rincon Consultants, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Stephen Svete, AICP, President

CONSULTANT'S ADDRESS: 790 East Santa Clara Street
Ventura, California 93001
Attention: Joe Power, AICP, Principal and
Planning Manager

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Susan Healy Keene, AICP,
Director of Community Development

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: As described in Section 2 of the Agreement

CONSIDERATION: Not to exceed \$132,731.00 based on the
rates set forth in Exhibit A; Not to exceed
\$10,000 for Contingency services; Total not
to exceed \$142,731.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RINCON CONSULTANTS, INC. FOR THE
PREPARATION OF ENVIRONMENTAL DOCUMENTATION
FOR A PROPOSED MEDICAL OFFICE/GENERAL
OFFICE/RETAIL BUILDING LOCATED AT 121 SAN
VICENTE BOULEVARD

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Rincon Consultants, Inc., a corporation, (hereinafter called "CONSULTANT").

RECITALS

A. CITY has received applications for the redevelopment of an approximately 21,837 square foot site located at 121 San Vicente Boulevard. The site is currently zoned commercial (C-3) which allows 2:1 floor area ratio ("FAR") and a height of 45 feet.

B. The proposal includes demolition of the existing one- and two-story commercial buildings on site and construction of a new 45-foot high building with architectural projections extending to 60 feet. The proposed building would be approximately 41,000 square feet and will contain three underground parking levels which would provide a total of 183 parking spaces. Vehicle access would be from San Vicente Boulevard. The ground floor would contain retail space, office space and a loading area containing two loading spaces. The second and third floors would be medical office and general office space. The project involves a request for variances to allow tandem parking spaces and valet operated vehicle elevators which would access the second and third levels of subterranean parking.

C. CITY is the lead agency for the Project with regard to compliance with the California Environmental Quality Act ("CEQA") and the local guidelines. It has been determined that the Project is subject to CEQA and, as the lead agency, is responsible for preparing an Environmental Impact Report ("EIR") or mitigated negative declaration for the Project (CEQA Guidelines Section 15050). CITY has determined that an initial study to determine if the Project may have a significant effect on the environment is required for the Project. If CITY determines, following preparation of the initial study, that there is substantial evidence that any aspect of the Project, either individually or cumulatively, may cause a significant effect on the environment, CITY shall prepare or cause to be prepared an EIR or a negative declaration or mitigated negative declaration in compliance with CEQA (CEQA Guidelines Section 15063).

D. CITY desires to have certain services (the "services") provided by CONSULTANT as set forth in Exhibit A, attached hereto and incorporated herein, for the purpose of compiling information, preparing, drafting, and completing CEQA Documentation for the Project.

E. CONSULTANT represents that it is professionally qualified to prepare environmental documents that are required for the Project in compliance with CEQA and the local guidelines (“CEQA Documentation”) including an initial study and EIR or negative declaration or mitigated negative declaration, depending on CITY’s determination as to the level of environmental review required to comply with CEQA. CONSULTANT has submitted a proposal to prepare CEQA Documentation for the Project.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT’s Services.

(a) Basic Services. CONSULTANT shall perform the services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

(b) 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 Environmental Documentation (the “Documentation”) as mutually agreed upon by the parties in writing. CITY shall compensate CONSULTANT for such additional services as set forth in Exhibit B-1 of this Agreement, attached hereto and incorporated herein

Section 2. 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 Exhibit A 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.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibits A and B-1. Said Consideration shall constitute reimbursement of CONSULTANT’s fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT’s employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. 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

Section 6. Responsible Principal(s)

(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 by CONSULTANT shall not be made without prior written consent of CITY.

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

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Interests of CONSULTANT. 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.

Section 9. 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 minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) 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 Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the services required by this Agreement.

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

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

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

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

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

(j) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) 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 of 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; 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 the full performance of the services required by this Agreement.

Section 12. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's services.

Section 13. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 14. Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made by amendment in writing and approved by both parties.

Section 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 16. 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 Documentation for the Project shall remain the property of CITY.

(b) The Documentation 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 Documentation. 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.

Section 17. 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 Project data, documents, proceedings, and activities.

Section 18. 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 Documentation. 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.

Section 19. Permit Fees. CITY shall pay all fees, excluding business taxes, which may be required to obtain any permit necessary to the preparation of the Documentation.

Section 20. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 21. 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 11.

Section 22. Conflict Between Contract and Proposal. In the event of any conflict between the provisions of this Agreement and Exhibit A, the provisions of this Agreement shall be controlling.

Section 23. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 24. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations,

representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 25. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 26. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

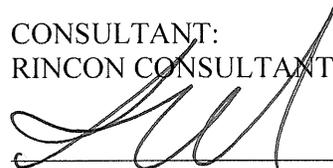
CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of Beverly Hills,
California

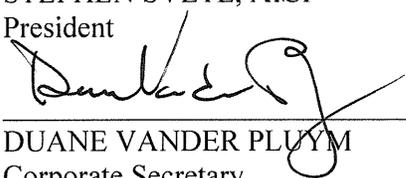
ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

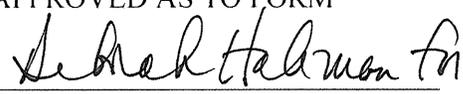
CONSULTANT:
RINCON CONSULTANTS, INC.



STEPHEN SVETE, AICP
President



DUANE VANDER PLUYM
Corporate Secretary

APPROVED AS TO FORM


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, ICMA-CM
City Manager


SUSAN HEALY KEENE, AICP
Director of Community Development


KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF SERVICES

UNDERSTANDING OF THE PROJECT

The project involves the construction of a new commercial building on a 21,837 square-foot property located at 121 San Vicente Boulevard, at CITY's eastern boundary. The building would be three stories in height and would accommodate 31,148 square feet of medical offices and 9,840 square feet of retail/other office space. A three-level subterranean garage would accommodate approximately 183 parking spaces. Access would be taken from San Vicente Boulevard. The first floor would include commercial space as well as an open delivery courtyard, lobby and other ancillary uses. The structure would have a Floor Area Ratio of approximately 1.88. Site preparation would include demolition of two one- to two-story existing commercial structures totaling approximately 9,300 square feet.

The Land Use Element of CITY's General Plan currently designates the project site as "Commercial: Low Density General." The project site is currently zoned C-3, which allows for the uses and building height/FAR proposed by the applicant.

GENERAL WORK PROGRAM

The final work program required for this project will involve preparation of an IS/MND if all potential impacts of the project can be mitigated and there is no substantial evidence to suggest that the project will have a significant environmental impact. If the potential for a significant impact is identified or an interested party makes a "fair argument" that an EIR is required, a focused EIR will be the appropriate CEQA document. This proposal outlines CONSULTANT's approach under each of these scenarios. CITY may choose to authorize CONSULTANT for the IS/MND scenario and, if at the completion of the Initial Study it is determined that an EIR is warranted, switch to the EIR scenario by modifying the authorization.

The major tasks in the process are described below.

IS/MND Scenario

1. **Kickoff Meeting.** CONSULTANT's principal in charge and project manager will attend a kickoff meeting with CITY and the project applicant. The purpose of the meeting will be to obtain necessary materials for the document preparation and confirm project goals and schedule, and communication protocol.

2. **Project Description.** Prior to initiating the environmental analysis, CONSULTANT will prepare a draft project description for CITY review. This section will include descriptions of the site and its location, project characteristics relevant to the analysis (description of all project components for both construction and operation), project objectives, and required discretionary approvals. The project description will include textual, tabular, and graphic presentation.

3. **Administrative Draft IS** – CONSULTANT will prepare an internal review (Administrative) Draft IS using CITY’s latest CEQA Guidelines standard IS format. The Administrative Draft IS will address all of the items on the environmental checklist. Where applicable, impacts will be quantified using technical studies that have been prepared or are available for the project site and immediate area. CONSULTANT will submit electronic copies of the Administrative Draft IS in PDF and Word format and up to five bound hard copies. CONSULTANT will meet with CITY to review the finding of the IS and make a recommendation on the type of CEQA document that will be required for the project.

4. **Public Review Draft IS/MND** – If it is determined that the project can be processed with an MND, CONSULTANT will respond to CITY comments on the Administrative Draft IS and format the document as an Draft IS/MND to be distributed for a 30-day public review. One electronic copy of the Public Review Draft IS/MND and 20 bound hard copies will be provided. If necessary, CONSULTANT shall provide a single screencheck version of the Public Review Draft IS/MND prior to publication. CONSULTANT will prepare the Notice of Intent to Adopt a Negative Declaration, the CITY will prepare newspaper notices and be responsible for mailing of the IS/MND to the State Clearinghouse and Responsible Agencies as well as publishing all notices required under CEQA. At CITY’s request CONSULTANT can add this task to its base work program. If CITY requires that CONSULTANT manage the document distribution, CONSULTANT requires that CITY provide a mailing list of interested parties and stakeholders.

5. **Final IS/MND** – Upon receipt of all public comments on the Draft IS/MND, CONSULTANT will prepare draft responses for CITY review. Upon receipt of CITY comments on the draft responses, CONSULTANT shall incorporate changes and prepare the Administrative Final IS/MND. This task will include the preparation of the Mitigation Monitoring and Reporting Program (MMRP), formulated as a table listing all mitigation measures and indicating what monitoring actions are required, which department(s) will be responsible for monitoring, and when monitoring is to occur. Upon IS/MND approval, CONSULTANT shall provide a PDF of the Final IS/MND (including responses to comments and the MMRP), one electronic copy on CD-ROM and 20 bound hard copies. CITY is responsible for filing a Notice of Determination (NOD) upon project approval.

6. **Public Hearings** - CONSULTANT’s Principal-in-Charge and Project Manager will attend up to two hearings on the project (potentially including any combination of Planning Commission hearings, City Council hearings, neighborhood meetings, and public scoping meetings). At CITY’s request, CONSULTANT shall prepare and deliver a presentation that summarizes the CEQA process and the findings of CONSULTANT’s analysis.

Focused EIR Scenario

1. **Kickoff Meeting.** CONSULTANT’s principal in charge and project manager will attend a kickoff meeting with CITY and project applicant. The purpose of the meeting will be to obtain necessary materials for the document preparation and confirm project goals and schedule, and communication protocol. Note that this task is also identified above and will be performed under either processing scenario.

2. **Project Description.** Prior to initiating the environmental analysis, CONSULTANT will prepare a draft project description for CITY review. This section will include descriptions of the site and its location, project characteristics relevant to the analysis, project objectives, and required discretionary approvals. The project description will include textual, tabular, and graphic presentation. Note that this task is also identified above and will be performed under either CEQA processing scenario.

3. **Draft Initial Study/Notice of Preparation.** CONSULTANT will prepare an administrative Draft IS using CITY's latest CEQA Guidelines standard IS format. The Draft IS will address all of the items on the environmental checklist. Where applicable, impacts will be quantified using technical studies that have been prepared or are available for the project site and immediate area. CONSULTANT will submit electronic copies of the Draft IS in PDF and Word format and up to five bound hard copies. CONSULTANT will meet with CITY to review the finding of the IS and make a recommendation on the type of CEQA document that will be required for the project.

If CONSULTANT believes there is the potential that a "fair argument" can be made that one or more of the project effects may be significant after mitigation, CONSULTANT shall notify CITY.

4. **Final Initial Study/Notice of Preparation.** Upon CITY approval of the Initial Study, it will be circulated along with the Notice of Preparation (NOP) for the required 30-day NOP review period. CONSULTANT will be responsible for circulation of the NOP to the State Clearinghouse, while CITY will be responsible for circulating the NOP to interested parties, responsible agencies and stakeholders.

5. **Scoping Meeting.** CONSULTANT shall conduct a scoping meeting during the 30-day NOP review period. The scoping meeting will provide a forum for concerned agencies and the public to provide input on the EIR scope and content. CONSULTANT will make a brief presentation providing an overview of the project, the CEQA process, and the anticipated EIR work scope based on comments received from public.

6. **Administrative Draft EIR.** Upon confirmation that the project description is accurate, CONSULTANT will prepare an Administrative Draft EIR (ADEIR) for CITY review. This will include the following:

- **Executive Summary** – This section will summarize the proposed project and associated environmental consequences. Impacts will be presented in tabular format to simplify review by decision-makers and the general public.
- **Introduction and Environmental Setting** – These introductory sections (required by CEQA) will lay the groundwork for and summarize the substantive analysis to follow. The introduction describes the purpose and legal authority of the study, and provides a discussion of lead, responsible and trustee agencies. The environmental setting provides a general description of the existing urban geographic character of CITY and the site vicinity.

- **Environmental Impact Analysis** – This section will analyze impacts determined in the Initial Study to be potentially significant, which CONSULTANT anticipates will include aesthetics, air quality, historic resources, noise and traffic/circulation/parking. Each issue area analysis will include four main components:
- Setting (description of current conditions with respect to the issue are in question, including the existing regulatory environment)
 - o Impact analysis (discussion of potentially significant effects of the proposed project; impacts are typically compared to established “thresholds of significance”)
 - o Mitigation measures (methods by which significant effects can be reduced or eliminated)
 - o Level of significance after mitigation (discussion of whether or not proposed mitigation measures reduce impacts to below the adopted significance threshold)

The EIR impact analysis will be in the same alphabetical order of environmental factors as Appendix G of the CEQA Guidelines. For each environmental issue analysis section, the “Impacts” subsection will begin with a list of all issues contained in the Initial Study, following by a listing of the thresholds for significance to be used and a brief discussion for all environmental issues determined to be No Impact or Less Than Significant Impact in the Initial Study, explaining why these determinations were made and that no further analysis in the EIR is warranted. The analysis will then proceed with the detailed analysis of each issue determined to be “Less Than Significant with Mitigation Incorporated” or “Potentially Significant Impact.” For each environmental issue requiring EIR analysis, the EIR will state the level of significance as determined in the Initial Study, followed by an analysis discussion, mitigation measures specific to the environmental issue, and discussion of the level of significance after mitigation.

- **Other CEQA-Required Discussions** – This section will include discussions of other issues required by the CEQA Guidelines and will include an analysis of potential growth-inducing impacts and a discussion of greenhouse gases (GHGs) and global climate change. The issue of GHGs will be explored and potential GHG emissions associated with the proposed project will be quantified. Emissions will be compared to the current statewide inventory and applicable recommendations of the California Climate Action Team (CAT).
- **Alternatives** – This section will include the analysis of up to four alternatives intended to represent a “reasonable range” of alternatives required under CEQA. These alternatives will be identified during the course of the study in consultation with CITY. The evaluation will be in less detail than for the proposed project, but will provide decision-makers and the public adequate information to decide between alternatives.

7. **Draft EIR.** The Draft EIR will incorporate all relevant CITY comments on the Administrative Draft EIR. This document will be circulated for public comment for a period of 45 days, as required by CEQA. CITY will be responsible for circulation of the document and noticing of its availability, though CONSULTANT will be available to assist with these steps.

8. **Final EIR.** The Final EIR will include all comment letters received during the public review period, responses to all comments received on the Draft EIR, and any necessary text changes. The Final EIR will also include a mitigation monitoring and reporting program in accordance with CITY requirements. CONSULTANT will deliver a .PDF version of the document to CITY for its website posting. The Mitigation Monitoring and Reporting Program (“MMRP”) will be provided in a format designed for use by planners or code enforcement officers and easily read by public. The MMRP will compile all of the mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure.

9. **Public Hearings.** CONSULTANT’s Principal-in-Charge and Project Manager will attend up to three hearings on the project. At CITY’s request, CONSULTANT shall prepare and deliver a presentation that summarizes the CEQA process and the findings of CONSULTANT’s analysis.

TECHNICAL APPROACH TO ENVIRONMENTAL ISSUES

Based on CONSULTANT’s experience on similar projects, the following issues will require detailed analysis in the IS/MND and may have significant effects:

- Aesthetics
- Air Quality
- Historic Resources
- Noise
- Traffic/Parking

The following briefly describes CONSULTANT’s approach to these key environmental issues. Note that the work scopes described below will be prepared for the Initial Study or be incorporated into the technical discussions of the EIR. The cost section of this proposal includes spreadsheets illustrating the cost for the two potential documentation scenarios. The above issues would be discussed in an EIR should one be required.

Key Issues

Aesthetics. The analysis of aesthetic impacts will consider the following topics:

- Changes in visual character
- Impacts to vistas from public and private viewing areas
- Increased light and glare
- Shadows and shading
- Consistency with adopted urban design guidelines

The proposed project involves infill structures greater in height and scale than the existing structures at the site. This would represent a change in the visual character of the project site. While this issue will ultimately be addressed by CITY's Planning Commission, CONSULTANT provide guidance from the environmental impact perspective

CONSULTANT will review CITY documents addressing design and development standards for the project site area to ensure the project's consistency with stated goals. Due to the presence of residential land uses across Gale Drive from the project site, the aesthetics evaluation will also provide graphic analysis of potential shadowing impacts.

Because the project site is located prominently at a corner at CITY's eastern boundary, CONSULTANT's proposal includes visual simulations consisting of three distinct vantage point photo-simulations in pre- and post-development scenarios. CONSULTANT and CITY shall identify three appropriate locations for the vantage points. RRM Design Group will then take photograph(s) of the existing conditions of the site from those three (3) vantage points. RRM will generate a three-dimensional computer model of the three (3) viewpoint areas and match the views of the computer generated model to those of the electronic photos taken at the vantage points. Together with the rendered model views, renderings will be created to illustrate the post-construction conditions.

Air Quality. Demolition and other site preparation as well as construction activities at the site will generate dust and heavy equipment emissions that have the potential to cause nuisance impacts. The potential for significant construction impacts will be based on the SCAQMD's CEQA Air Quality Handbook methodologies and significance criteria. Data that is available as part of the geosciences investigation relative to the potential for contaminated soils will be reflected in the air quality analysis. The construction analysis will also discuss the potential for asbestos and/or lead-based paint in onsite structures to be demolished.

Operational impacts will 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 will be quantified using the URBEMIS air emission calculation program. Carbon monoxide (CO) screening will be conducted using the SCAQMD's model for any study area intersections forecast to operate at LOS D or lower. If the preliminary screening identifies potentially significant impacts, more detailed modeling will be conducted using CALINE4.

Historic Resources. San Buenaventura Research Associates (SBRA) will prepare an historic resources technical report which will 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 will be conducted by examining previous historic resources evaluation reports and surveys, and materials maintained by local agencies, historical societies, libraries and individuals. These materials will 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 will be conducted. All buildings and structures which appear to be 50 years old or older and will be photographed and architectural descriptions recorded. Dates of construction will be established based on official records, or lacking official records, visual or other documentary evidence. It will be determined if potential historic resources retains integrity sufficient to convey their association with an historically significant theme.

The proposed project will 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, will be determined and alternatives evaluated. Feasible mitigation measures intended to reduce or eliminate impacts will 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 will be the Secretary of the Interior's Standards for Rehabilitation, and appropriate NRHP standards, and local guidelines. Additional mitigation techniques will be investigated, as appropriate.

Noise The noise analysis will examine both temporary construction noise and long-term operational noise associated with increased vehicle activity. Short-term noise will be assessed based upon noise levels reported in the United States Environmental Protection Agency (USEPA) document Noise from Construction Equipment and Operations. Traffic noise will be estimated using a modification of the Federal Highway Noise Prediction Model (calibrated based upon actual measured noise in the area) and data from the traffic study. The analysis will focus on street segments anticipated to experience substantial traffic increases and that are adjacent to sensitive noise receptors.

The noise section will examine the change in noise characteristics compared to the existing conditions. The potential for effects on any nearby residences will also be analyzed. Construction noise will be assessed in terms of maximum noise levels, while long-term operational noise exposure will be assessed in terms of the Community Noise Exposure Level (CNEL). The EIR will also address relevant policies and implementation strategies of CITY's adopted Noise Element.

Transportation/Traffic. Linscott, Law & Greenspan, Engineers (LLG Engineers) will address the issue of traffic, circulation, and parking in a Traffic Impact Study. This study would provide the basis for the Traffic section of the EIR and would be included in its entirety as an appendix to the EIR. LLG Engineers' work scope is described below.

PART A: SCOPE OF WORK – TRAFFIC IMPACT STUDY

Task 1: Project Mobilization

- 1.1 Confirm the development description with CITY's Department of Public Works, Transportation Division, work schedule, and assumptions to be utilized in the traffic study. Obtain a current project site plan which illustrates the access scheme to the project site in both hard copy and digital formats. In addition, the size of the existing site and proposed project buildings will be confirmed with CITY's Department of Public Works for use in the analysis.

- 1.2 Coordinate with CITY and City of Los Angeles Department of Transportation (LADOT) to discuss the proposed project and analysis criteria, confirm the study approach, identify pertinent traffic issues and concerns, and formalize the Scope of Work for the traffic and parking analysis.
- 1.3 LADOT will be apprised of the overall scope of work for the proposed project.

Task 2: Data Collection and Research

- 2.1 Visit the project study area to confirm existing conditions with respect to existing development, site access, and areas of congestion in order to verify CONSULTANT's overall understanding of traffic conditions in the area which might affect this project.
- 2.2 In conjunction with Task 2.1, confirm the existing roadway striping, traffic control measures, curbside parking restrictions, adjacent intersection configurations, and other pertinent roadway features.
- 2.3 Research LLG and CITY files for weekday morning (7:00 to 9:00 AM), mid-day (11:30 AM to 1:30 PM) and afternoon (4:00 to 6:00 PM) peak period manual turning movement counts for up to seven study intersections identified for analysis in consultation with CITY and LADOT. The following seven study intersections have been identified for analysis:
 1. Orlando Avenue-Gale Drive/San Vicente Boulevard (Beverly Hills)
 2. Gale Drive/Wilshire Boulevard (Beverly Hills)
 3. San Vicente Boulevard/6th Street (Los Angeles)
 4. San Vicente Boulevard/Wilshire Boulevard (Beverly Hills)
 5. Sweetzer Avenue/6th Street (Los Angeles)
 6. La Jolla Avenue/Wilshire Boulevard (Los Angeles)
 7. La Cienega Boulevard/Wilshire Boulevard

The number and location of the study intersections will be verified with CITY and LADOT prior to commencing the analysis. For purposes of this proposal, it is assumed that new manual AM, mid-day and PM peak period traffic counts will be required for all seven study intersections identified for analysis. Should CITY request traffic counts and/or analysis of additional study intersections (i.e., more than six intersections), an amendment to CONSULTANT's contract will be necessary. Costs for traffic counts and/or analysis of each additional study intersection shall be at the same hourly rates as each of the six (6) intersections included under this Agreement.

- 2.4 Research CITY files for recent weekday automatic 24-hour machine traffic counts for two (2) study street segments in the project vicinity that have been identified for

analysis in consultation with CITY (i.e., Hamilton Drive and Gale Drive north of Wilshire Boulevard). The number and location of the study street segments will be verified with CITY prior to commencement of the analysis.

For purposes of this proposal, it is assumed that new weekday automatic 24-hour machine traffic counts will be required for the study street segments. Should CITY request traffic counts and/or analysis of additional street segments (i.e., more than two street segments), an amendment to CONSULTANT's contract will be necessary.

- 2.5 Research data on file at CITY, City of Los Angeles and City of West Hollywood regarding the status of other proposed developments (related projects) in the area which may contribute cumulative impacts to the adjacent street system and study locations in the vicinity of the proposed project. The compiled list of related projects will be forwarded for review and approval by CITY.

Task 3: Trip Generation, Distribution, and Assignment

- 3.1 Prepare trip generation forecasts for the proposed project for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours and the mid-day peak hour. The trip generation forecasts will be derived from trip rates listed in Trip Generation, 8th Edition, published by the Institute of Transportation Engineers (ITE) in 2008. Appropriate trip generation credits will also be applied for the existing land uses on site and transit opportunities (i.e., bus transit), if applicable. The project trip generation forecast will be submitted for review and approval by CITY prior to finalization. Should changes occur in the project description after completion of Tasks 1.1, 1.2, and 3.1, an amendment to this contract may be required.

It should be noted based on discussions with CITY that it may be necessary to prepare a separate trip generation study of similar medical office building (MOB) uses to assess the appropriateness of utilizing the ITE trip rates for the proposed project. The goal of this study would be to determine if the ITE MOB trip generation rates (ITE Land Use Code 720, Medical-Dental Office Building) are similar to trip generation characteristics of medical offices uses in the Beverly Hills area. Please refer to the Optional Scope C Scope of Work (MOB Trip Generation Study on page 13) for further discussion of this work effort.

- 3.2 Assign the forecast AM, mid-day and PM peak hour trips expected to be generated by the proposed project to the study intersections based on existing and anticipated traffic patterns to and from the project site.
- 3.3 Prepare trip generation forecasts for the related projects for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours and mid-day peak hour utilizing the ITE Trip Generation publication. The AM, mid-day and PM peak hour trips expected to be generated by the related projects will be distributed and assigned to the local street system.

Task 4: Project Evaluation and Mitigation Measures

- 4.1 Prepare weekday AM, mi-day and PM peak hour Level of Service calculations at the study intersections for existing conditions, as well as future conditions with and without the proposed project traffic to determine the potential impacts of the project.
- 4.2 Utilize CITY's approved capacity analysis methodologies (i.e., Intersection Capacity Utilization method for all seven study intersections, and Critical Movement Analysis method for the three study intersections requested for analysis by LADOT) for the Level of Service calculations. The future background traffic volumes will be forecast by applying a growth factor (typically estimated at 1.0% per year for this area) to the existing traffic volumes and adding traffic from cumulative developments (related projects) in the study area. Prior to initiation of the analysis, CONSULTANT shall confirm the traffic analysis conditions with CITY.
- 4.3 Assess the impact of the project based on the results of peak hour intersection analyses and application of CITY's and City of Los Angeles' significance criteria. Based on this assessment, determine which intersections (if any) will require improvements to mitigate potential traffic impacts associated with the proposed development to less than significant levels.
- 4.4 Coordinate with CITY's Department of Public Works to identify potential roadway improvement measures available to reduce any forecast significant impacts to less than significant levels. Based on this coordination, provide recommended mitigation measures which may include intersection and/or signalization improvements, striping modifications, the addition of auxiliary turn lanes, traffic control/limitations at site access points, etc.. For preliminary budgeting purposes, it is estimated that any mitigation measures can be adequately discussed in the traffic impact study and would not require preparation of conceptual mitigation plans

Task 5: Street Segment Analysis

- 5.1 As part of the traffic impact study, prepare a street segment analysis for existing and existing with project conditions utilizing Average Daily Traffic (ADT) volumes for the two street segments. Based on the preliminary results of this Study, CITY reserves the right for inclusion of additional street segments into the study. It is understood that such amendment to the scope may require additional budget and an amendment to the contract.
- 5.2 Evaluate the project-related ADT growth on the analyzed street segments based on CITY's street segment impact threshold criteria. If necessary, provide recommendations to reduce the street segment impacts to less than significant levels.

Task 6: Site Access and Circulation Evaluation

- 6.1 Review the proposed site plan and provide recommendations to address potential CITY concerns regarding site access and internal circulation. Diagrams showing the estimated project trips at the project driveway/s will be provided for the analysis periods.

- 6.2 Evaluate the truck accessibility at the proposed on-site loading docks using truck turning templates in digital format on the site plan. Two loading dock schemes (one with loading on San Vicente Boulevard and one with loading on Gale Drive) will be reviewed as part of the traffic impact study.
- 6.3 Provide recommendations regarding the location of site access driveways, the number of driveways, potential turn restrictions and connectivity with the internal circulation system.
- 6.4 Review linkages to transit and bicycle facilities, as well as the anticipated pedestrian flows to and from the project site. As necessary, provide recommendations to enhance connectivity.

Task 7: Project Parking Analysis

- 7.1 Review CITY Code parking requirement for the proposed project. Prepare a comparison between the Code requirement and the proposed parking supply. Identify any parking surpluses or deficiencies.
- 7.2 Review the layout of the project parking scheme shown on the site plan and provide recommendations regarding parking access, number and location of handicap accessible spaces, as required.

Task 8: Congestion Management Program (CMP) Roadway Impact Analysis

- 8.1 Prepare an analysis of potential impacts at monitoring location(s) identified in the 2004 Congestion Management Program for Los Angeles County manual, Metropolitan Transportation Authority, July 2004. The CMP impact thresholds will be reviewed to determine if an analysis is required and, as needed, an evaluation will be prepared of the potential project impacts on the CMP system.
- 8.2 Prepare an analysis of potential impacts to public transit consistent with procedures outlined in the CMP manual.

Task 9: Preparation of Traffic Impact Study

- 9.1 Prepare a draft traffic impact study in report format which details all of the above mentioned items including CONSULTANT's analysis, findings and conclusions. The draft study will be suitably documented with tabular, graphic and appendix material. The draft study will be submitted for CITY's review and review by appropriate members of the project team.
- 9.2 If necessary, revise the draft traffic impact study based on project team comments (i.e., two rounds of revisions budgeted) and submit a final report to CITY for review upon CITY's authorization. Should CITY request revisions to the traffic impact study after its submittal, an amendment to CONSULTANT's Agreement may be necessary. Costs for such an amendment to the traffic impact study shall be at the same hourly rates set forth in Exhibit A to this Agreement.

Task 10: Meeting Representation Related to Preparation of the Traffic Impact Study

- 10.1 This proposal includes preparation for and attendance by LLG Engineers at one (1) meeting with the project team and/or CITY as part of the traffic impact study preparation effort.
- 10.2 This proposal includes preparation for and attendance at three (3) public meeting. CONSULTANT shall provide additional public hearing representation, if requested. An amendment to CONSULTANT's contract would be provided for CITY's approval prior to providing any additional meeting or public hearing support.

PART B: SCOPE OF WORK – EIR/PUBLIC REVIEW CONSULTATION

Task 11: Construction Traffic Impact Analysis

- 11.1 Review the construction traffic impact analysis prepared for the project and provide comments to the project team. This task includes one complete review of the construction traffic impact analysis.

Task 12: Alternatives Assessment

- 12.1 Review the alternatives assessment prepared for the project and provide comments to the project team. This task includes one complete review of the alternatives assessment.

Task 13: Consultation Related To The Draft EIR

- 13.1 Review the Draft EIR Traffic and Circulation Section and provide comments to the project team. This task includes one complete review of the Draft EIR Traffic and Circulation Section (i.e., the initial draft).

Task 14: Response to Comments/Final EIR Support

- 14.1 Review the written responses to the comments associated with traffic and transportation issues prepared for the traffic and transportation discipline and provide comments to the project team for incorporation into the Final EIR.
- 14.2 Assist the project team in preparing any Draft EIR corrections or additions for incorporation into the Final EIR.

Task 15: Attendance at Public Hearings/Meetings Related to the EIR

- 15.1 This proposal includes preparation for and attendance by LLG Engineers at up to one (1) additional meeting with the project team and/or CITY as part of the EIR process.
- 15.2 This proposal includes preparation for and attendance at up to three (3) additional public hearings and/or community meetings (note: one public meeting is included in the Part A Scope of Work). We would be pleased to provide additional public hearing

representation, if requested. An amendment to our contract would be provided for your approval prior to providing any additional meeting or public hearing support.

OPTIONAL PART C: SCOPE OF WORK – MEDICAL OFFICE BUILDING TRIP GENERATION STUDY

This subtask is included as an optional contingency item that would be initiated only if expressly authorized by CITY.

- 16.1 Coordinate with CITY and project team members to review and discuss the MOB trip generation study analysis criteria, confirm the study approach, identify pertinent traffic issues and concerns, and formalize the Scope of Work for the trip generation study.
- 16.2 In coordination with CITY and project team members, identify at least two MOB observation sites (i.e., similar in use, type, and size to the proposed project) to survey for the trip generation study. Visit the observation sites to confirm existing conditions with respect to existing development, site access, and parking locations.
- 16.3 Conduct weekday morning (7:00 to 9:00 AM), mid-day (11:30 AM to 1:30 PM) and afternoon (4:00 to 6:00 PM) peak period manual turning movement counts at the two observation sites. Tabulate and compile the observed turning movement count data to determine the peak hour for each of the three survey periods.
- 16.4 Develop AM, mid-day and PM peak hour trip generation rates for each observation site based on the peak hour traffic counts and building sizes. Develop site specific peak hour trip generation average rates based on the survey data culled from the two observation sites.
- 16.5 Prepare trip generation forecasts for the two observation sites for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours and mid-day peak hour. The trip generation forecasts will be derived from trip rates listed in Trip Generation, 8th Edition, published by the Institute of Transportation Engineers (ITE) in 2008.
- 16.6 Compare the developed site specific peak hour trip generation with the ITE trip generation for the existing uses to determine the appropriateness of using ITE MOB trip rate data in the traffic impact study for the proposed project.
- 16.7 Prepare a summary memorandum which details all of the above mentioned items associated with the MOB trip generation study including CONSULTANT's analysis, findings and conclusions. The memorandum will be suitably documented with tabular, graphic and appendix material. The memorandum will be submitted for review by CITY and appropriate members of the project team.

MANAGEMENT TEAM

Joe Power, AICP, Principal and Planning Manager of CONSULTANT's Ventura Office, will direct the project. Joe has more than 14 years of experience managing projects in accordance

with California General Plan, Specific Plan, and CEQA law. Abe Leider, AICP, will serve as project manager. Abe has more than 11 years of experience and has managed the Beverly Hills Gateway EIR for CITY of Beverly Hills as well as CEQA documents throughout southern and central California. Duane Vander Pluym, D.ESE, will provide technical oversight of the noise and air quality analyses. A Doctor of Environmental Science and Engineering, Duane has more than 25 years of experience and is well versed in a range of technical issues. Mark Neumeister and Sean Wazlaw will serve as support for the project, assisting with the preparation of various technical analysis and discussions. Both have been involved in CITY projects over the past year. Resumes for assigned can be provided upon request.

Subcontractors

Clare Look-Jaeger, P.E., Principal with Linscott, Law & Greenspan Engineers, will oversee the traffic and parking study preparation. Clare has more than 20 years of experience and has prepared numerous traffic impact studies for various jurisdictions in and around the greater Los Angeles region. Projects include the Universal CITY Master Plan (three million square feet of retail, office and hotel uses), Kaiser Permanente Medical Facilities (Woodland Hills, Pasadena, West Los Angeles), Constellation Place (proposed 800,000 square foot office tower in Century City), Inland Empire Business Center (five million square feet of industrial uses), and Universal City Walk.

Founded in 1980, San Buenaventura Research Associates (SBRA) is an historic resources consulting firm specializing in the production of historic resources evaluations for compliance with state and federal environmental requirements, and the production of historic property surveys and documents to support historic preservation planning efforts. SBRA is listed in the Register of Professional Historians, and has completed hundreds of historic resources investigations in connection with a wide variety of public and private sector projects within California, Nevada and Arizona.

Chris Dufour of RRM Design Group will prepare the photosimulations for the project. A project manager with RRM, Chris is a landscape architect with more than nine years of professional experience. He has prepared photosimulations on a variety of projects, ranging from urban infill developments to hillside developments involving extensive grading and topographic modifications. He recently worked with CONSULTANT to prepare photosimulations for a proposed mixed use development on Sunset Boulevard in West Hollywood.

DELIVERABLE PRODUCTS AND SCHEDULE

The following is a list of deliverable products that will be provided for each of the CEQA compliance options.

IS/MND Scenario

1. **Kickoff Meeting.** CONSULTANT will arrange and manage a project kickoff meeting within 10 days of receipt of notice to proceed. Within one week of the kickoff meeting, CONSULTANT will provide a summary of the meeting proceedings.

2. **Project Description.** Within two weeks of the project kickoff and receipt of all necessary project information and technical studies to be provided by CITY and/or applicant, CONSULTANT will submit the draft project description for CITY review and approval.
3. **Administrative Draft Initial Study.** Five (5) copies of the Administrative Draft IS/MND will be provided within six weeks of CITY approval of the project description.
4. **Draft Initial Study and Mitigated Negative Declaration.** Twenty bound copies of the Draft IS/MND will be provided within one week of receipt of CITY comments on the Administrative Draft IS/MND. CONSULTANT will deliver a pdf version of the document to CITY for its website posting.
5. **Final Initial Study/Mitigated Negative Declaration.** Twenty bound copies of the Final IS/MND will be provided in the form of a single document that includes the Final IS/MND text, Comments Received, Responses to Comments, and Mitigation Monitoring Program. The Final IS/MND will be delivered within three weeks of receipt of all CITY comments on the Draft Responses to Comments. A copy of the entire final document will also be provided on computer disk. CONSULTANT will also deliver a .pdf version of the document to CITY for its website posting.

Focused EIR Scenario

1. **Kickoff Meeting.** CONSULTANT will arrange and manage a project kickoff meeting within 10 days of receipt of notice to proceed. Within one week of the kickoff meeting, CONSULTANT will provide a summary of the meeting proceedings.
2. **Project Description.** Within two weeks of the project kickoff and receipt of all necessary project information and technical studies to be provided by CITY and/or applicant, CONSULTANT will submit the draft project description for CITY review and approval.
3. **Draft Initial Study.** Five (5) copies of the Draft IS/NOP will be provided within four weeks of CITY approval of the project description.
4. **Final Initial Study/NOP.** One (1) unbound copy of the Draft IS/NOP will be submitted within one week of receipt of CITY comments on the Administrative Draft IS/NOP.
5. **Scoping Meeting.** CONSULTANT will conduct the scoping meeting within the 30-day NOP period.
6. **Administrative Draft EIR.** Five (5) copies of the Administrative Draft EIR will be delivered within six weeks of CITY of the release of the IS/NOP.
7. **Draft EIR.** Forty (40) copies of the Draft EIR will be delivered within two weeks of receipt of CITY comments on the Administrative Draft EIR. If review of additional versions of the Administrative Draft EIR is required, CONSULTANT will respond to comments on subsequent versions within one week.

8. **Final EIR.** The Final EIR will consist of the comments, responses, and corrections to the Draft EIR, if any are warranted. CONSULTANT shall submit forty (20) copies of the Final EIR, including the MMRP, within three weeks of receipt of all comments on the Draft EIR.

COST

CONSULTANT's subconsultants will prepare and assist in the processing for the CEQA documentation for the 121 San Vicente Boulevard Medical Offices Project in accordance with the work scope options outlined above. Under the IS/MND Scenario, the cost of the program shall be an amount not to exceed \$101,463, based on the rates set forth in the attached IS/MND table, Attachment 1. Note that this proposal assumes that the response to comments will require approximately 32 hours of professional time.

If it is determined that a Focused EIR is required, CONSULTANT shall complete the work scope described above for a fee of not to exceed \$132,731 based on the rates set forth in the attached Focused EIR table, Attachment 1. Note that this proposal assumes that the response to comments will require approximately 48 hours of professional time.

In no event shall the total compensation for services under the Agreement, and its amendments, exceed that set forth on the face page of this Agreement.

Each cost estimate also includes, as a contingency item, a medical office building trip generation study, as detailed in the Transportation/Traffic scope of work above under "Optional Part C: Scope Of Work – Medical Office Building Trip Generation Study."

CITY may choose to authorize CONSULTANT for the IS/MND scenario and, if at the completion of the Initial Study it is determined that an EIR is warranted, move to the EIR scenario by increasing the authorization from the IS/MND cost to the EIR cost.

BILLING GUIDELINES

CONSULTANT shall submit an itemized invoice which includes for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry and time should not be embedded); and (v) total fees billed for each entry.

CITY shall reimburse CONSULTANT for actual expenses reasonably incurred in the performance of this Agreement, such as messengers, deliveries, reproduction costs, parking and similar services incidental to the performance of this Agreement. Such expenses are categorized and listed in Attachment 1 to Exhibit A. Expenses shall not exceed the amount set forth therein unless otherwise authorized by the CITY. CITY shall reimburse mileage expense at the current IRS rate for travel. CONSULTANT may seek mileage reimbursement if such expense is incurred with travel to and from the CITY from CONSULTANT's office (which address is listed herein) or CONSULTANT's home (whichever is less) or other mileage incurred to meetings from such locations as required by this Agreement. CITY shall not reimburse or pay

CONSULTANT for normal and customary expenses of word processing, document preparation, clerical tasks, telephone and local travel (except mileage). Any travel costs such as airfare, hotel, means, rental cars, oil and gas are not reimbursable.

CONSULTANT shall submit an itemized statement of the reimbursable expenses for the month, which shall include documentation setting forth a clear description of the expense incurred, the back-up for each expense (i.e. parking receipt, mileage information, invoice), the number of units associated with each expense (i.e., number of copies, number of miles), the identifier of the timekeeper associates with the expense, the date the expense was incurred, the rate at which the expense is billed (i.e., per-page rate for photocopies or mileage rate).

A recommended invoice format is provided for CONSULTANT's use, attached hereto as Attachment 2 to Exhibit A.

Attachment 1 to Exhibit A

**CITY OF BEVERLY HILLS
121 San Vicente Blvd Medical Offices Project
Initial Study/Mitigated Negative Declaration**

Job # 09-64330

Cost Estimate

5/12/2009

Tasks	Cost	Hours	Principal \$175/hour	Proj. Mgr. \$125/hour	Analyst \$95/hour	Graphics \$75/hour	Clerical \$55/hour
1. Kickoff Meeting	\$1,800	12	6	6			
2. Project Description	\$2,320	24	2	4	8	8	2
3. Administrative Draft IS							
Aesthetics	\$3,270	34	2	4	16	12	
Air Quality	\$3,320	32	2	4	26		
Historic Resources	\$1,525	15	1	2	10	2	
Noise	\$3,470	34	2	4	26	2	
Traffic/Parking	\$2,400	24	2	4	12	4	2
Other Issues	\$5,990	58	6	8	36	4	4
4. Public Review Draft IS/MND	\$3,360	32	4	8	12	4	4
5. Final IS/MND	\$5,610	54	4	12	32	2	4
6. Public Hearings (3)	\$3,600	24	12	12			
Project Management	\$4,270	34	6	24			4
Subtotal Labor:	\$40,935	377	49	92	178	38	20
Additional Costs							
LLG Engineers (Traffic)	\$37,950						
RRM Design Group (Visual Simulations)	\$8,200						
SBRA - Historic Resources	\$3,700						
Printing (5 Admin, 20 Draft, 20 Final copies)	\$2,250						
Supplies and Miscellaneous Expenses	\$950						
General & Administrative	\$7,478						
Total Additional Costs:	\$60,528						
TOTAL (LABOR + ADDITIONAL COSTS)	\$101,463						

Medical Office Building Trip Generation Study	\$5,635
General Contingency (services outside the scope set forth in Exhibit A)	\$4,365
TOTAL WITH OPTIONAL ITEMS	\$107,098

Attachment 1 to Exhibit A (cont'd)

**CITY OF BEVERLY HILLS
121 San Vicente Blvd Medical Offices Project
Focused EIR**

Job # 09-64330

Cost Estimate

5/12/2009

Tasks	Cost	Hours	Principal \$175/hour	Proj. Mgr. \$125/hour	Analyst \$95/hour	Graphics \$75/hour	Clerical \$55/hour
1. Kickoff Meeting	\$1,800	12	6	6			
2. Project Description	\$3,710	38	2	6	20	8	2
3. Draft IS/NOP	\$6,520	64	4	12	38	8	2
4. Final IS/NOP	\$1,365	15	1	2	6	2	4
5. Administrative Draft IS							
Aesthetics	\$4,990	54	2	6	24	20	2
Air Quality	\$4,730	46	4	4	36		2
Historic Resources	\$2,630	26	2	4	16	2	2
Noise	\$5,430	54	4	6	36	6	2
Traffic/Parking	\$3,560	35	2	6	20	6	2
Other Required Sections (incl 4 alternatives)	\$7,440	72	6	12	44	8	2
6. Scoping meeting	\$1,610	14	2	8	12	2	2
7. Draft EIR	\$4,440	44	4	10	18	6	6
8. Final EIR	\$9,320	88	8	24	44	4	8
9. Public Hearings (3)	\$3,600	24	12	12			
Project Management	\$8,020	60	16	40			4
Subtotal Labor:	\$69,165	647	75	158	302	72	40
Additional Costs							
LLG Engineers (Traffic)	\$37,950						
RRM Design Group (Visual Simulations)	\$8,200						
SBRA - Historic Resources	\$3,700						
Printing (5 Admin, 20 Draft, 20 Final copies)	\$4,225						
Supplies and Miscellaneous Expenses	\$1,200						
General & Administrative	\$8,291						
Total Additional Costs:	\$63,566						
TOTAL (LABOR + ADDITIONAL COSTS)	\$132,731						

Medical Office Building Trip Generation Study	\$5,635
General Contingency (services outside the scope set forth in Exhibit A)	\$4,365
TOTAL WITH OPTIONAL ITEMS	\$138,366

Attachment 2 to Exhibit A

RECOMMENDED INVOICE FORMAT

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Time</u>	<u>Rate</u>	<u>Total Cost</u>
1/3/05	JJM	Draft letter to Aaron Jones	.50/hrs.	\$100	\$50.00
1/9/05	KDC	Review project documents	.30/hrs.	\$35	10.50
1/11/05	MMF	Draft letter to Sue Smith	.60/hrs.	\$80	48.00
1/14/05	JJM	Telephone conference with Mr. Day regarding project amendments	.20/hrs.	\$100	20.00
1/20/05	MMF	Attend meeting with Mr. Aronzon, Mr. Smith regarding changes to project	1.30/hrs.	\$80	104.00
1/21/05	MMF	Letter to client re: conference results	.10/hrs.	\$80	8.00

TIMEKEEPER SUMMARY - THIS BILL

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
JJM,	.70	\$100	\$ 70.00
MMF	2.00	\$80	160.00
KDC	.30	\$35	10.50
Total	3.00		\$240.50

DISBURSEMENTS - THIS BILL

Photocopies (17 copies at \$0.15)	\$2.55
Mileage to Project Meeting on 1/20 (76 miles at .55)	41.80
Long Distance (12/20/04 —215/555-1234)	\$2.70
Total	\$47.05

TOTAL FEES	\$240.50
TOTAL DISBURSEMENTS	47.05
TOTAL BILL	<u>\$245.75</u>

EXHIBIT B-1

CONSIDERATION

- (a) If an initial study/mitigated negative declaration is required, CITY shall pay CONSULTANT an amount not to exceed One Hundred One Thousand Four Hundred Sixty-Three Dollars (\$101,463) for the satisfactory performance of services, based on the rates set forth in the attached IS/MND table, Attachment 1 to Exhibit A. This amount includes actual expenses reasonably incurred in the performance of this Agreement.
- (b) If an EIR is required, CITY shall pay CONSULTANT an amount not to exceed One Hundred Thirty-Two Thousand Seven Hundred Thirty-One Dollars (\$132,731.00) for the satisfactory performance of services based on the rates set forth in the attached Focused EIR table, Attachment 1 to Exhibit A. This amount includes actual expenses reasonably incurred in the performance of this Agreement.
- (c) CITY shall pay CONSULTANT for contingency services including attendance at additional hearings, meetings, and presentations described in Section 1 of this Agreement, in an amount not to exceed Ten Thousand Dollars (\$10,000.00) and 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.

In no event shall the compensation for all services under this Agreement exceed One Hundred Forty-Two Thousand Seven Hundred Thirty-One Dollars (\$142,731.00).

EXHIBIT B-2

SCHEDULE OF PAYMENT

CONSULTANT shall submit within 30 days an itemized monthly statement as required by and described in Exhibit A to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.