



AGENDA REPORT

Meeting Date: June 21, 2016
Item Number: E-25
To: Honorable Mayor & City Council
From: Trish Rhay, Assistant Director of Public Works Services
Josette Descalzo, Environmental Compliance and Sustainability Programs Manager
Derek Nguyen, Project Manager *DN*
Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CWE TO PROVIDE FEASIBILITY AND DESIGN TO DEVELOP GREEN STREETS FUNCTIONS AND WATER EFFICIENT LANDSCAPE MODEL ON BURTON WAY MEDIAN; AND APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$350,000 TO CWE
Attachment: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and CWE to provide consulting services for the feasibility and design of green streets functions and water efficient landscape model on the Burton Way median; and issuance of a purchase order to CWE in the amount of \$350,000.

INTRODUCTION

As part of the 2012 Municipal Separate Storm Sewer System (MS4) permit requirements, the City of Beverly Hills and other municipalities that comprise the Ballona Creek Watershed submitted an Enhance Watershed Management Program (EWMP) Plan to the Regional Water Quality Control Board (RWQCB) of Los Angeles in June 2015, outlining strategies to comply with water quality limits. One of the strategies identified in the EWMP plan is to build low impact development (LID) infrastructure such as green streets, to capture urban runoff and therefore reducing pollutant loadings in the watershed. City staff presented the EWMP Plan to the Public Works Commission on May 11, 2015. Subsequently, staff presented the same contents to the City Council on

the June 16, 2015 formal meeting. During this meeting, City Council approved and authorized the submittal of the EWMP Plan to the RWQCB. The EWMP plan identifies the City's need to construct green streets capable of capturing approximately 39 acre-ft. of urban runoff to be in compliance.

The City Council also adopted the Green Streets Policy on the June 16, 2015. The policy requires that the City, to the maximum extent practicable, implement green streets BMPs such as permeable pavement or vegetated swales to any new development and/or redevelopment of streets and roadways projects. Staff also provided project updates to the Recreation and Parks Commission on April 26, 2016 and the Fine Arts Commission on May 19, 2016.

The Green Streets and Water Efficient Landscape project on the median at Burton Way is a pilot study project to demonstrate the functions of green streets and water efficient landscape to the community. The Burton Way median was selected over the Sunset median because it provided a more suitable location to maximize urban runoff capture due to a larger drainage area. This was an important consideration for capturing the required urban runoff and reducing pollutants to the Ballona Creek Estuary. Additionally, it also provided an excellent location for the City to showcase green street design and water efficient landscape model while increasing public awareness of water quality and conservation.

This report is a request for City Council approval of an agreement between the City of Beverly Hills and CWE for feasibility and design including the preparation of project documents suitable for construction of the Green Streets and Water Efficient Landscape project on the median at Burton Way.

DISCUSSION

The Green Streets Functions and Water Efficient Landscape Model at the median on Burton Way project is the first (pilot study) project that would demonstrate green streets functions and water efficient landscape model to the community. The project will identify the feasibility of capturing urban runoff from the drainage areas (green streets function) close to Burton Way median and using captured urban runoff water to offset irrigation demand to the newly designed water efficient landscaped Burton Way Median. In addition to the main goals, the project will also incorporate public art pieces to the landscape design of the project.

In February 2016, a request for proposal (RFP) was issued to solicit engineering services from qualified consulting firms to provide feasibility and design for this project. On March 17, 2016, the City received six proposals from qualified firms.

Public Works Services and Community Services staff reviewed and evaluated these proposals based on criteria that heavily weighed on project approach and personnel. During the selection and evaluation process, the proposed cost of work was not presented to the reviewers in order to prevent biases from entering the selection process. A cumulative score was given to each firm and the top three firms were invited to an interview panel to further present their qualifications. During the interview session, the firms were also heavily evaluated on project approach and personnel.

Based on the two selection processes, CWE ranked #1 and was selected for this project. The sealed cost proposal was opened and the original cost totaled \$326,609. Staff negotiated with CWE to reduce their fees by approximately \$25,000 so that services for

Meeting Date: June 21, 2016

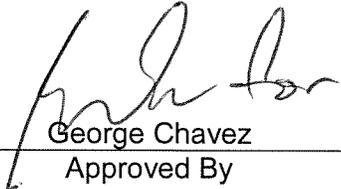
Construction Management and Engineering Support including as-built drawings could be included as part of the contract.

The new negotiated fees for engineering services including construction management and engineering support were \$325,083. In addition, staff is also recommending a contingency of \$24,917, approximately 7.6% of the contract amount, to cover any unforeseen costs. Staff recommends that the City enter into an agreement with CWE for feasibility and design services in the amount of \$350,000 to complete this project.

FISCAL IMPACT

Funds for this project are included in the FY15/16 CIP (or PWS budget if appropriate) and are provided as follows:

| DEPT | FUND | PROJECT NUMBER | SUB-PROJECT NUMBER | FUNDING SOURCE | AMOUNT |
|------|------|----------------|--------------------|----------------------------|-------------|
| 35 | 85 | 0270 | 35-85-850000-00270 | Stormwater Enterprise Fund | \$350,00.00 |


George Chavez
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CWE TO PROVIDE FEASIBILITY AND DESIGN TO DEVELOP
GREEN STREETS FUNCTIONS AND WATER EFFICIENT
LANDSCAPE MODEL ON BURTON WAY MEDIAN

NAME OF CONSULTANT: CWE

RESPONSIBLE PRINCIPAL OF CONSULTANT: VIK BAPNA, PRINCIPAL

CONSULTANT'S ADDRESS: 1561 E. Orangethorpe Ave., Suite 240
Fullerton, CA 92831
Attention: Vik Bapna, P.E., CPSWQ, QSD

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: George Chavez, Assistant City
Manager / Director of Public Works Services

COMMENCEMENT DATE: June 28, 2016

TERMINATION DATE: December 31, 2017

CONSIDERATION: Not to exceed \$325,083.00 based on the
rates set forth in Exhibit B.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CWE TO PROVIDE FEASIBILITY AND DESIGN TO DEVELOP
GREEN STREETS FUNCTIONS AND WATER EFFICIENT
LANDSCAPE MODEL ON BURTON WAY MEDIAN

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and CWE (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work 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. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation.

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses.

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services.

CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. 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 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. 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 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. 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 Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) 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.

(2) 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 Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance

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.

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

(c) 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.

(d) 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.

(e) 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 general liability insurance 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.

(f) 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.

(g) 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 12. Indemnification.

(a) In connection with the design professional services required by this Agreement, and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify CITY, and its elected officials, officers, employees, designated volunteers, and agents serving as independent contractors in the role of city officials, ("Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subconsultants, or agents in the performance of its professional design services under this Agreement. CONSULTANT shall defend Indemnitees in any actions filed in connection with any such claims with counsel of Indemnitees' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

(b) In connection with all claims not covered by Paragraph (a), and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify Indemnitees from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to CONSULTANT's performance of this Agreement. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of Indemnitees' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section 12 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

(c) All duties of CONSULTANT under this Section 12 shall survive termination of the Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar 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 based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. 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 Scope of Work.

Section 15. 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 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. 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 copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The 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 in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 20. 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 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. 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 _____ 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

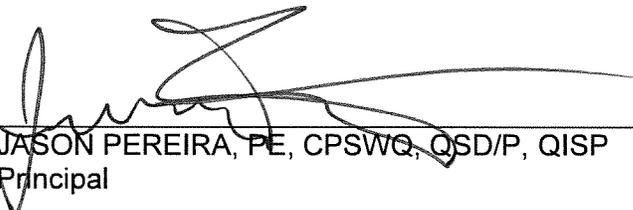
ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

CONSULTANT: CWE



VIK BAPNA, PE, CPSWQ, QSD
Principal



JASON PEREIRA, PE, CPSWQ, QSD/P, QISP
Principal

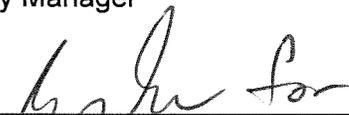
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



GEORGE CHAVEZ
Assistant City Manager/Director of Public Works
Services



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONSULTANT shall perform the following services in connection with the feasibility and design to develop green streets functions and a water efficient landscape model on the Burton Way Median (Project).

- Task 1: Feasibility Assessment
 - Task 1.1 – Geotechnical Investigation
 - Task 1.2 – Hydrologic Analysis
 - Task 1.3 – Capture and Use Feasibility
 - Task 1.4 – Shallow Groundwater Capture Feasibility

- Task 2: Burton Way Median Design
 - Task 2.1 – Utility Search
 - Task 2.2 – Topographic Survey
 - Task 2.3 – Conceptual Design Options
 - Task 2.4 – 50% PS&E (Plans, Specifications and Engineer Estimate)
 - Task 2.5 – 90% PS&E (Plans, Specifications and Engineer Estimate)
 - Task 2.6 – 100% PS&E (Plans, Specifications and Engineer Estimate)
 - Task 2.7 – Operation and Maintenance Manual
 - Task 2.8 – Implementation and Construction Schedule

- Task 3 – Public Input Process

- Task 4 – Project Management and Meetings

- Task 5 – Construction Management and Engineering Support
 - Task 5.1 – Construction Management and Engineering Support
 - Task 5.2 – As-Built Drawings

C. PROJECT APPROACH

CONSULTANT has provided a detailed scope of work, Project understanding, and Project approach to address the CITY's RFP and the subsequent Addendums (Addendum 1 on February 12, 2016, and Addendum 2 on March 9, 2016). CONSULTANT's comprehensive understanding of green streets and Enhanced Watershed Management Program (EWMP) Plans allows CONSULTANT to better understand the needs and goals of the Project.

C.I SCOPE OF WORK AND METHODOLOGY

This scope was developed based on the CITY's Request for Proposal (RFP), CONSULTANT's understanding of the Project, field visits, and CONSULTANT's proposed concept for completing the Project as described in the Project Understanding and Approach (**Section C.III**).

Task 1 — Feasibility Assessments

CONSULTANT shall complete the subtasks identified below to assess the feasibility of implementing green street features within the Burton Way median. Based on CONSULTANT's preliminary assessment, as described in **Section C.III**, implementing green street features will be feasible within the Burton Way median, and additional investigations will be conducted to determine the type of Best Management Practices (BMP) that will work best (infiltration versus capture and use) and the best configuration.

Task 1.1 — Geotechnical Investigation

CONSULTANT proposes to bore up to four (4) borings using a hollow stem auger drill rig that will extend to depths of up to 25 feet. Test samples will be collected during drilling in general accordance with the appropriate American Society for Testing and Materials (ASTM) methods. Standard Penetration Testing (SPT) and sampling using standard split-spoon or Modified California samplers will be performed at approximately 2.5-foot intervals for the upper ten feet below ground surface followed by samples at 5-foot intervals to the maximum depths drilled. Bulk samples will be collected for the upper soils encountered in each boring. In addition, we will observe and record groundwater levels during and after drilling. Three (3) borings will be utilized for percolation testing based on the County of Los Angeles methods and guidelines. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to the laboratory.

CONSULTANT shall contact Underground Services Alert (USA) for location of utilities within the public right-of-way. CONSULTANT assumes that no drilling permits or traffic control will be required to perform CONSULTANT's field services and all permits will be issued by CITY at no cost. If traffic control is needed, however, setup will conform to the Work Area Traffic Control Handbook (WATCH).

The samples will be tested in the laboratory to determine physical engineering characteristics. The findings will be summarized in a geotechnical report, which will include visual classification, moisture content, sieve analysis, and strength tests, as appropriate. Additionally, data will include boring logs, groundwater levels, infiltration rates, and drainage recommendations.

Deliverables:

- Draft Geotechnical Report in electronic (PDF) format
- Final Geotechnical Report in electronic (PDF) format

Task 1.2 - Hydrologic Analysis

CONSULTANT shall perform a hydrologic analysis of the area tributary to the Project. The findings from the hydrologic analysis, along with the findings from other subtasks identified under Task 1, will be used to determine the type of BMP that will work best (infiltration versus capture and use/retention). As described in **Section C.III**, there are a variety of configurations that can be used to capture flows, which include capturing surface flows before they enter the existing drainage system or diversions from the existing storm drain infrastructure. A desktop analysis will be performed in the office using ArcGIS and Google Earth to identify an approximate drainage area for the potential scenarios. This area will then be field verified to refine the outer boundary and identify private drainage infrastructure that may be difficult to identify in the office.

Once the drainage area has been determined, the anticipated flow rates and runoff volumes will be calculated using the methodology described in the Los Angeles County Hydrology Manual (2006) for the 85th percentile, 24-hour storm event. Existing isohyet maps indicate the 85th percentile, 24-hour storm event depth along the Project site is 1.125 inches. The BMP will

be sized to store up to the 85th percentile, 24-hour storm event. This is the maximum size recommended, as the green street volume identified in the Ballona Creek EWMP assumes that the volume is distributed throughout the watershed to address the water quality priorities and additional storage will not provide the necessary water quality benefits. As part of this analysis, CONSULTANT shall identify an approach for quantifying the volume of flow captured as part of the Project. The approach agreed upon by CITY will be incorporated into the final design plans. A tool will also be created to quantify the pollutant load being reduced. It is anticipated that a spreadsheet will be developed that will allow the City to enter in the monitoring data (water quality and quantity) and the associated load will be identified. A Technical Memorandum (TM) will be prepared summarizing the methodology and results of the hydrologic analysis. The TM will clearly present the results of the analysis using photographs, figures, and tables.

Deliverables:

- Draft Hydrologic Analysis TM in electronic (PDF) format
- Final Hydrologic Analysis TM in electronic (PDF) format

Task 1.3 — Capture and Use Feasibility

CONSULTANT shall assess the feasibility of using capture and use within the Burton Way median. As presented in **Section C.III**, the Estimated Total Water Use (ETWU) within the median assuming drip irrigation is used with the Mediterranean plant palette identified in the City of Beverly Hills Garden Handbook is 1.25 gallons per year. This estimation will be updated as the landscape concept is refined. As shown in **Section C.III**, the monthly water use will be determined and compared to the anticipated dry- and wet-weather runoff to assess feasibility and size the necessary retention system. The system will be sized such that there is enough volume stored during the wet months to irrigate during the dry months. The supply identified in **Section C.III** is based on the drainage area determined for the concept presented. The anticipated supply (dry- and wet-weather) will change based on the drainage area, while the demand will stay consistent. A Feasibility Report (TM) will be prepared summarizing the methodology and findings of the capture and use analysis. Recommendations on the BMP layout will be included in the TM. It is recommended that capture and use be maximized because CITY will be able to offset potable water demand and use runoff as a resource. If infiltration is feasible, CONSULTANT recommends including an infiltration facility sized based on the difference between the 85th percentile, 24-hour storm runoff volume and the retention tank volume. If the retention volume necessary for capture and use is equal to or greater than the 85th percentile, 24-hour runoff volume, then an infiltration facility will not be necessary.

Deliverables:

- Draft Capture and Use Feasibility Report TM in electronic (PDF) format
- Final Capture and Use Feasibility Report TM in electronic (PDF) format

Task 1.4 - Shallow Groundwater Capture Feasibility

CONSULTANT shall evaluate the feasibility of including a groundwater capture component as part of the Proj based on the discussion presented in the Project Understanding and Approach (**Section C.III**). CONSULTANT collects information from CITY pertaining to the proposed groundwater well Project at the two new commercial sites that currently dewater groundwater intruding into their subterranean parking lots. anticipate that the groundwater well Project will mitigate the excess flows currently being pumped to storm drain system (150,000 — 250,000 gallons per day per site). As part of this task, CONSULTANT will apply different approaches for addressing flows that will not be mitigated by the other project. CONSULTANT prepares a TM Report summarizing the findings from CONSULTANT's analysis and providing recommendations on how to address excess flows, if expected after the well project is implemented.

Deliverables:

- Draft Shallow Groundwater Capture Feasibility Report TM in electronic (PDF) format
- Final Shallow Groundwater Capture Feasibility Report TM in electronic (PDF) format

Task 1.5 — Infiltration Feasibility

CONSULTANT shall assess the feasibility of including infiltration facilities within the Burton Way median as part the Project, especially in areas that have various utilities. Infiltration feasibility will depend on following:

- Geotechnical findings
 - Infiltration rates (at different depths)
 - Groundwater levels
 - Bedrock levels
- Location and type of utilities
- Desired capture volume and volume stored for irrigation

CONSULTANT recommends maximizing the use of captured flows as this will allow CITY to offset potable water demand while still addressing stormwater quality concerns. Capture and use is of great importance during the current drought. As discussed in **Section C.III**, existing boring logs for the storm drain: the area demonstrate silty/clayey soils exist near the surface, which are not conducive for infiltration, while sandy soils are found at greater depths (approximately ten feet deep), which are great for infiltration. Existing well data suggests groundwater may be encountered within 15 feet below ground surface. The location of the groundwater table will be important for determining infiltration feasibility because separation needs to be maintained between the bottom of the infiltration system and the groundwater surface.

If the volume produced within the area tributary to the Project during the 85th percentile, 24-hour storm event is greater than what is necessary to meet irrigation demands then infiltration facilities should be included if feasible to maximize the volume credits CITY can claim towards EWMP implementation. Additionally, the findings from the utility search (Task 2.1) will be used to determine if there are concerns associated with infiltrating runoff near the existing utilities. A TM will be prepared summarizing CONSULTANT's findings based on the discussion above. The TM will provide recommendations for infiltration and any specific design constraints or considerations that will be necessary during the final design related to infiltration facilities.

- Draft Infiltration Feasibility Report TM in electronic (PDF) format
- Final Infiltration Feasibility Report TM in electronic (PDF) format

Task 2 - Burton Way Median Design

CONSULTANT shall develop various concepts for the Burton Way median in coordination with CITY and participating public stakeholders (residents, parks and recreation and public works commissions, and City Council), as discussed under Task 3. Once a final concept has been agreed upon, design PS&Es will be prepared. The plans sheets for bidding and construction will be stamped by CONSULTANT's Project Manager who is registered as a Civil Engineer in the State of California. The final design will be in alignment with CITY's ordinances, codes, and other applicable regulations. The subtasks identified below will help move the Project from the conceptual phase to construction.

Task 2.1 — Utility Search

CONSULTANT shall conduct a utility search for the Project site to identify any existing or planned future utility conflicts along the proposed diversion(s) and within the median. CONSULTANT shall obtain available street, water, sewer, storm drain, and utility plans and maps from CITY for the Project area. CONSULTANT shall conduct a preliminary utility search based on our proprietary accessibility to the DigAlert records. Based on the results of the preliminary search, CONSULTANT shall send preliminary search letters to all known utilities in the area, advising them of the Project and requesting additional utility information. CONSULTANT shall maintain a complete record log of all utility contacts and responses and provide a copy of all correspondence to CITY as requested. Based on CONSULTANT's preliminary review, CONSULTANT anticipates contacting 14 utility companies. These utility companies include, but are not limited to, AT&T, Centurylink, Cingular, City of Los Angeles, Los Angeles County Metropolitan Transportation Authority, Level 3 Communications, Southern California Edison, Southern California Gas, and Time Warner Cable.

CONSULTANT shall send out second and final utility notices to those utility companies that have stated they may have a utility conflict. These notices will be sent with the 50 and 90 percent PS&E, respectively. These notices will allow the utility companies to review the proposed conditions and provide feedback as necessary to prevent utility conflicts. The information gathered as part of this task will be used to create the basemap for the final design plans. There is not a direct deliverable associated with this task.

Task 2.2 — Topographic Survey

CONSULTANT shall utilize two-foot contours available from the Los Angeles Region Imagery Acquisition Consortium (LARIAC) and will append with limited site specific topographic shots to complete the topographic survey within the Project area. CONSULTANT shall research County and CITY record data for centerline, right-of-way, survey control, existing geodetic control, and design network plans. CONSULTANT shall establish the horizontal survey control to North American Datum from 1983 (NAD83), California Zone V and vertical control on North American Vertical Datum from 1988 (NAVD 88). Existing CITY monuments will be used to establish the centerline of street alignments and tract lot lines. The topographic survey data will be used to generate a topographic basemap for the Project in AutoCAD format. The information collected will be used throughout the plan development; therefore, there is no direct deliverable associated with this task.

Task 2.3 — Conceptual Design Options

CONSULTANT shall develop two surface design concepts to be presented during the public input process (Task 3), while the subsurface design features and concept will be determined based on the findings of the feasibility assessments (Task 1), utility search (Task 2.1), and topographic survey (Task 2.2). As further discussed under Task 3, it is anticipated that the public will review the different surface design feature layouts and landscape palettes and provide feedback regarding their preferred concept. The concepts developed for both the surface and subsurface features will incorporate the following:

- Subsurface features (discussed with CITY and not selected through public input process)
 - Variation of infiltration and bioretention BMPs
 - Underground retention of urban runoff and retention/detention for enhanced infiltration
 - Irrigation design (conversion from spray to subsurface drip)
 - Location to test the water quality and quantity performance of the green street once constructed

- Surface features (discussed with CITY and public and selected through the public input process)
 - Landscaping improvements with a Mediterranean plant palette (consistent with the Beverly Hills Garden Handbook)
 - Lighting source/display associated with landscaped area and art pieces for night time display
 - Turf removal
 - Tree types and placement
 - Placement of current and future public art pieces, which will be visible to the commuting public and not obstructed by trees and other aboveground pieces
 - Placement locations will accommodate different height, sizes, and weights

The items identified above will be included in the final design, while the placement and layout will be determined by CITY and through the public input process. CONSULTANT shall identify additional optional surface features to be presented to the public. A limited number of these options will be included in the final design. It is anticipated that the optional items include, but are not limited to, exercise equipment, picnic areas, pedestrian bridges over bioswales (depending on selected path/bioswale layout), stream water feature, and interpretive signage.

CONSULTANT shall prepare a presentation and display boards to be used at the public workshops, as discussed under Task 3. Following the first and second meetings/workshops, CONSULTANT will prepare a conceptual design plan based on the selected concept, which will include the preliminary site layout associated with the diversions to the median, BMPs, landscape, and irrigation system. Additional details will be provided in the design plans discussed in the tasks below. A meeting will be held with CITY following the submission and review of the final concept to discuss comments and potential modifications, as discussed under Task 4.

Deliverables:

Conceptual plan for the selected concept in electronic (PDF) format (comments on conceptual plan will be incorporated into the design plan deliverables detailed below)

Task 2.4 — 50 Percent PS&E

CONSULTANT shall prepare 50 Percent PS&Es for the selected concept, which will incorporate comments from CITY on the conceptual plan. The 24-inch by 36-inch construction plans will be prepared with AutoCAD Civil 3D using at 20-scale. A total of twenty eight (28) plan sheets are anticipated and will include civil, landscape, and electrical sheets. At a minimum, the design plans will include integrated surface and subsurface design elements, urban runoff/shallow groundwater/domestic water capture system for landscape irrigation (as necessary), irrigation system, water efficient landscape, public art displays, and lighting system for landscape and art displays. At this phase of the design (50 Percent) the plans will include a more refined layout and typical sections/details.

CONSULTANT shall prepare specifications for the Project based on the 2015 Edition of the APWA Greenbook. The specifications will include a cover page and table of contents, notice inviting bidders, instructions to bidders, proposal (bid) pages, contract pages, special provisions (including technical specifications), and exhibits and appendices necessary to convey design intent (including calculations, geotechnical report, standard plans, etc.). CONSULTANT shall also prepare an Engineer's Estimate for construction of the Project. The cost estimate will be prepared using standard engineering procedures and will be based on various sources of

information and the cost estimator's best judgment. CONSULTANT's preliminary estimate for the proposed Project construction cost is over \$2.5 million.

Calculations justifying the design decisions pertaining to hydrology, hydraulics, foundations, and structural elements, will be prepared as necessary and included in the specifications as appendices. Hydrology and hydraulic calculations will be performed according to the Los Angeles County Hydrology Manual (2006) and Los Angeles County Hydraulic Design Manual (2002). Foundation and structural calculations will demonstrate that the design and materials can resist anticipated forces, and will be performed as necessary based on the final design. The 50 Percent PS&E will be submitted to CITY for review and the comments received will be addressed in the subsequent PS&E submittal (Task 2.5). A meeting will be held with CITY following review to discuss the anticipated design changes, as discussed under Task 4.

Deliverables:

- 50 Percent PS&E in electronic (PDF) format

Task 2.5 — 90 Percent PS&E

CONSULTANT shall prepare 90 Percent PS&Es, which will incorporate design changes based on comments received on the previous submittal. The plans prepared at this phase of design will include details and specific cross sections and profiles as necessary. These plans will also include locations for potential sampling points. These sampling points will be used to assess how much flow is being captured and the associated load that is reduced. The specifications and estimates will also be updated during this design phase to address comments received and additional details added to the design plans. This submittal will be bid ready and updated under Task 2.6 once CITY has an opportunity to review the documents. As with the previous task, a meeting will be held with CITY to discuss comments and approach for finalizing the construction documents, as discussed under Task 4.

Deliverables:

- 90 Percent PS&E in electronic (PDF) format

Task 2.6 — 100 Percent (Final) PS&E

CONSULTANT shall finalize the PS&Es based on CITY's comments on the previous submittal. The plans will incorporate the comments received from CITY and be finalized. The specifications and estimate will also be finalized so that the complete package is ready to go out to bid.

Deliverables:

- 100 Percent (Final) PS&E in electronic (PDF) format

Task 2.7 — Operation and Maintenance Manual

CONSULTANT shall prepare an Operation and Maintenance (O&M) Manual for the Project based on the final PS&E. As part of the Torrance Stormwater Basin and Treatment Wetlands Enhancement Design and Construction Management project, CONSULTANT prepared an O&M Plan to fulfill the grant requirements. The plan included operation, inspection, and maintenance requirements associated with the Project components, including, but not limited to, pumps, proprietary systems, monitoring stations, conveyance structures, walkways/trails, and landscape features. CONSULTANT has extensive experience with a variety of stormwater management systems and designs, and CONSULTANT understands the importance of maintenance and having an easy-to-follow guide. CONSULTANT shall understand the design thoroughly and know what operation, inspection, and maintenance procedures are critical to

the success of the project. The Draft O&M Manual will be prepared based on the 90 Percent PS&E, and will be finalized based on the final PS&E and any comments received by CITY.

Deliverables:

- Draft O&M Manual in electronic (PDF) format
- Final O&M Manual in electronic (PDF) format

Task 2.8 — Implementation and Construction Schedule

CONSULTANT shall prepare an implementation and construction schedule summarizing the anticipated timeline for the Project to go to bid, be awarded, and finish construction. The schedule will be prepared using Microsoft Project and include major milestones associated with construction. The awarded contractor will be responsible for creating a more in-depth construction schedule that provides the details associated with the construction activities. The implementation and construction schedule prepared by CONSULTANT shall allow CITY to carefully plan the solicitation of the Project and have realistic expectations on the Project completion.

Deliverables:

- Draft Implementation and Construction Schedule in electronic (PDF) format
- Final Implementation and Construction Schedule in electronic (PDF) format

Task 3 - Public Input Process

CONSULTANT shall work with CITY to involve the public in the Project design process. A maximum of three (3) public meetings/workshops each will be held with the following public stakeholders: residents, Parks and Recreation Commission and Public Works Commissions, and City Council, with a total of nine (9) workshops in all. It is anticipated that two (2) meetings/workshops will be held with each group during the concept development phase: one to discuss different concepts, and the other to discuss a refined concept, which will incorporate feedback from the first meeting. The third workshop will be held with limited number of groups following the completion of final design plans to showcase the final design and provide anticipated timelines.

CONSULTANT shall prepare a presentation and display boards for each of the meetings. The same material will be presented to each of the groups, with three sets of new material being presented in total. CONSULTANT shall collect comments from the public at the different meetings/workshops and respond to the comments using a response to comments matrix. This will allow the public to understand how and why things were done a certain way and reassure them that their voice was heard. A meeting will be held with CITY following the development of the initial concepts that will be presented at the first meeting/outreach to collect comments and feedback from CITY prior to presenting to the public, as discussed under Task 4.

Deliverables:

- Draft presentation and display boards for the first public meeting/workshop in electronic (PDF) format
- Final presentation and display boards for the first public meeting/workshop in electronic (PDF) format and hard copies of the display materials
- Response to Comments Matrix for the first public meeting/workshop in electronic (PDF) format
- Draft presentation and display boards for the second public meeting/workshop in electronic (PDF) format
- Final presentation and display boards for the second public meeting/workshop in electronic (PDF) format and hard copies of the display boards

- Response to Comments Matrix for the second public meeting/workshop in electronic (PDF) format
- Draft presentation and display boards for the third public meeting/workshop in electronic (PDF) format
- Final presentation and display boards for the third public meeting/workshop in electronic (PDF) format and hard copies of the display materials
- Response to Comments Matrix for the third public meeting/workshop in electronic (PDF) format

Task 4 - Project Management and Meetings

Project management includes staff chartering, Project coordination and management, management of subconsultants, schedule and budget tracking, and invoicing. CONSULTANT shall proactively engage CITY with timely and concise communications. Open and result-driven communications will allow the Project to move forward in a productive and timely manner.

A kickoff meeting will be held once the Project is awarded to discuss CITY's thoughts on CONSULTANT's approach and to gather information necessary for completing the Project. This meeting will provide a foundation for communication and an opportunity for CONSULTANT to gain an understanding of CITY's expectations and concerns regarding each of the tasks identified in the Scope of Work. Anticipated items for discussion include, but are not limited to, data availability and data needs, CITY standards related to design plans, and CITY preferences regarding the public involvement process.

Four (4) additional progress meetings will be held following CITY's review of major submittals. As mentioned within the associated tasks above, a meeting shall be held following the development of the initial concepts presented at the first public meeting. Additional progress meetings shall be held following the submission of the final design concept, 50 percent PS&E, and 90 percent PS&E. Comments, questions, and concerns will be discussed at these meetings, and an approach for moving forward will be agreed upon so that the Project can stay on schedule. A meeting agenda will be prepared for the kickoff meetings and four (4) progress meetings and will be the basis for the meeting summary, which will be prepared shortly after each meeting is held.

Deliverables:

- Meeting agenda, sign-in sheet, and summary in electronic (PDF) format for each of the kickoff meetings and four (4) progress meetings.
- Monthly invoices

Task 5 - Construction Management and Engineering Support

Task 5.1 — Construction Management and Engineering Support

CONSULTANT shall respond to bidders' questions quickly and effectively. Construction management and engineering support may include plan addenda, bid analysis and lowest responsive bidder identification, and engineering support (requests for information, value engineering, and change orders). Dependent on the needs that arise during construction, CONSULTANT has budgeted time to respond to ten (10) RFIs, five (5) change orders reviews, and ten (10) shop drawing reviews.

Task 5.2 — As-Built Drawings

CONSULTANT shall prepare as-built record drawings once construction is completed. CONSULTANT shall implement the contractor's changes and markups from the field and recreate the drawings, which will be stamped and signed by the Engineer of Record as the final as-builts.

Optional Tasks

This section presents an outline of optional tasks that may be added to the Scope of Work at the written request of CITY's Director of Public Works Services. Some of these additional items will be necessary as part of the Project, but were not clearly identified in the RFP. We welcome the opportunity to discuss additions, modifications, and deletions.

Optional Task A — Traffic Control Plans

CONSULTANT can prepare traffic control plans for the Project based on the latest WATCH. CONSULTANT has extensive experience preparing traffic control plans that include, but are not limited to, road closures, lane closures, lane realignments, flagmen, detours, cones, and barricades. CONSULTANT can perform these services at CITY's written request in order to determine the best traffic control approach so that major traffic congestion can be avoided.

Optional Task B — Preparation of the Stormwater Pollution Prevention Plan

A Storm Water Pollution Prevention Plan (SWPPP) will be required for the Project, as more than an acre will be disturbed. The SWPPP can be prepared and implemented by the contractor on the back end or by the designer on the front end. CONSULTANT can prepare the SWPPP as part of the PS&E package based on CITY's preferences and will ensure they are implements required in the field.

Optional Task C — Permit Assistance

CONSULTANT will assist CITY in obtaining necessary permits at the Director of Public Works Services' written request. The Project will require a cross connection permit from the County of Los Angeles Department of Public Health (LADPH) because the Project will include a connection to the potable water system to supplement irrigation as necessary. CONSULTANT has worked with LADPH recently for the obtainment of a cross connection permit for the Los Amigos Park Project, which also involved a treatment system. CONSULTANT understands the LADPH expectations and would be able to assist CITY in quickly obtaining a permit.

Optional Task D — Grant Solicitation

CONSULTANT will assist CITY, at the Director of Public Works Services' written request, in applying for applicable grant opportunities, such as the Proposition 1 Stormwater Grant for Project implementation. Obtaining grant funds would help CITY pay for a portion of the Project.

Performance Schedule

CONSULTANT shall complete performance of Tasks 1 through 4 on or before December 31, 2016. CONSULTANT shall complete Task 5 upon completion of construction of the Project.

EXHIBIT B SCHEDULE OF PAYMENT AND RATES



City of Beverly Hills
Consulting Services to Develop Green Streets Functions and
Water-Efficient Landscape Model at the Median on Burton Way

Professional Service Fee
Prepared by CWE on 3/17/2016

| Task | Total | Principal | Sr. Project Manager | Technical Manager | Senior Engineer | Project Engineer | Design Engineer | Assistant Engineer | Licensed Surveyor | CAD Designer | Project Coordinator | Admin Assistant | Mileage | ODCs | Sub consultant | Sub consultant | Sub consultant |
|--|------------------|------------|---------------------|-------------------|-----------------|------------------|-----------------|--------------------|-------------------|--------------|---------------------|-----------------|--------------|----------------|------------------|----------------|-----------------|
| | | \$227 | \$218 | \$191 | \$156 | \$137 | \$114 | \$92 | \$145 | \$92 | \$82 | \$75 | \$0.540 | | AMBE | Terracon | OMB |
| 1 Feasibility Assessments | \$24,070 | | | | | | | | | | | | | | | | |
| 1.1 Geotechnical Investigation | \$10,168 | | | | | 2 | | | | | | | | | | | |
| 1.2 Hydrologic Analyses | \$7,470 | | | 4 | 8 | 24 | 16 | | | | | | | | | | \$9,730 |
| 1.3 Capture and Use Feasibility | \$2,621 | | | | | | 6 | | | | | | 80 | | | | |
| 1.4 Shallow Groundwater Capture Feasibility | \$1,943 | | | | | 2 | 10 | | | | | | | | | | \$1,408 |
| 1.5 Infiltration Feasibility | \$1,868 | | | | | 2 | 10 | | | | | | | | | | |
| 2 Business Way Median Design | \$217,977 | | | | | | | | | | | | | | | | |
| 2.1 Utility Search | \$7,768 | | | | 2 | | | 12 | | 16 | | | | \$350 | | | |
| 2.2 Topographic Survey | \$13,090 | | 4 | | | 8 | | 24 | 46 | | | | | | | | \$3,630 |
| 2.3 Conceptual Design Options | \$40,406 | | 4 | | 28 | 12 | 12 | | | 8 | 8 | | | | \$2,244 | | |
| 2.4 50 Percent PS&E | \$86,909 | | 16 | 16 | 12 | 36 | 56 | 60 | | 48 | 1 | 4 | | | \$29,854 | | |
| 2.5 90 Percent PS&E | \$42,251 | | 6 | 8 | 2 | 24 | 24 | 32 | 40 | 24 | 1 | 4 | | | \$11,220 | | \$16,907 |
| 2.6 100 Percent PS&E | \$17,857 | | 3 | 5 | | 6 | 6 | 12 | 12 | | 1 | 2 | | | \$8,404 | | \$2,266 |
| 2.7 Maintenance Manual | \$9,316 | | | | | 8 | 12 | 12 | | | | | | | \$3,520 | | |
| 2.8 Implementation and Construction Schedule | \$775 | | | | | 4 | | | | | | | | | | | |
| 3 Public Input Process | \$28,979 | | | | | | | | | | | | | | | | |
| 3.1 Public Input Process | \$28,979 | | 30 | | | 24 | | | | | 3 | | 720 | \$1,350 | \$12,540 | | \$4,356 |
| 4 Project Management and Meetings | \$33,070 | | | | | | | | | | | | | | | | |
| 4.1 Kick-off Meeting | \$2,875 | | | | | 6 | | | | | 1 | | 80 | | \$792 | | |
| 4.2 Design Meetings | \$8,211 | | | | | 20 | | | | | 2 | | 320 | | \$704 | | |
| 4.3 Project Management | \$21,074 | | | | | | | | | | 1 | | | | | | |
| 5 Construction Management and Engineering Support | \$21,992 | | | | | | | | | | | | | | | | |
| 5.1 Engineering Support During Construction | \$12,876 | | 20 | | 45 | 12 | 8 | | | | | 2 | | | \$1,416 | | |
| 5.2 As-Built Drawings | \$8,616 | | 4 | | | | | | | 20 | | | | \$640 | \$1,650 | | |
| Total Fee and Hours | \$325,063 | 214 | 42 | 18 | 112 | 202 | 170 | 160 | 46 | 104 | 21 | 25 | \$648 | \$2,340 | \$182,792 | \$9,730 | \$37,752 |



| <u>Engineer/Scientist</u> | <u>Rate/Hour</u> |
|----------------------------------|-------------------------|
| Principal | \$227 |
| Senior Project Manager | \$218 |
| Project Manager | \$194 |
| Technical Manager | \$191 |
| Task Leader | \$169 |
| Principal Engineer | \$164 |
| Senior Engineer | \$156 |
| Project Engineer | \$137 |
| Staff Engineer | \$114 |
| Assistant Engineer | \$92 |
| Senior Environmental Scientist | \$116 |
| Environmental Scientist | \$85 |

Construction Services

| | |
|-------------------------------|-------|
| Construction Manager | \$160 |
| Senior Construction Inspector | \$122 |
| Construction Inspector | \$107 |

Field Survey

| | |
|----------------------|-------|
| Licensed Surveyor | \$145 |
| 3-Person Survey Crew | \$204 |
| 2-Person Survey Crew | \$165 |

Support Services

| | |
|-------------------------------|-------|
| GIS Specialist | \$112 |
| Senior Engineering Technician | \$90 |
| Engineering Technician | \$79 |
| CADD Designer | \$92 |
| Project Coordinator | \$82 |
| Administrative Assistant | \$75 |

Reimbursable Expenses Reasonably Incurred in the Performance of the Agreement

| | |
|--|------------------|
| Direct Expenses | Cost + 10% |
| Subcontract Services | Cost + 10% |
| Specialized Computer Applications (per hour) | \$15 |
| Mileage | Current IRS Rate |
| Field Vehicle — Hourly | \$12/hour |
| Field Vehicle — Daily | \$80/day |
| Field Vehicle — Monthly | \$1,500/month |
| B&W Photocopies (per page) | \$0.10 |
| Color Photocopies (per page) | \$0.50 |

CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

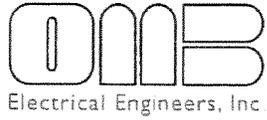
Rates good through December 31, 2016. Rates may be adjusted annually upon giving CITY thirty (30) days prior written notice based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers for the Los Angeles – Riverside – Orange County area on June 1 of each year.

Subconsultant rates are attached as Attachments 1 and 2 to this Exhibit.

Terracon

| Service | Unit Rate | Unit |
|--|-----------|------|
| Project Management and Permitting | | |
| Senior Project Manager | \$ 145 | hour |
| Staff Engineer | \$ 95 | hour |
| Geotechnical Field Exploration | | |
| Staff Engineer/Geologist | \$ 95 | hour |
| Vehicle Charge | \$ 80 | day |
| Drilling Equipment (Mob/Demob) | \$ 500 | each |
| Drilling Equipment (HSA), 7 locations | \$ 350 | hour |
| Underground Utility Locator, 7 locations | \$ 2,070 | day |
| Laboratory Testing | | |
| In-situ Moisture and Density | \$ 15 | each |
| Sieve Analysis | \$ 80 | each |
| Atterberg Limits | \$ 80 | each |
| Report Preparation | | |
| Staff Engineer | \$ 95 | hour |
| Project Engineer | \$ 125 | hour |
| Senior Project Manager | \$ 145 | hour |
| Senior Geotechnical Engineer | \$ 175 | hour |

Attachment 2



The Power Behind The Design

OMB Electrical Engineers, Inc. current hourly rates are as follows:

| | |
|----------------------|-----------|
| Principal | \$ 200.00 |
| Lighting Designer | \$ 175.00 |
| Project Engineer | \$ 165.00 |
| Sr. Designer | \$ 140.00 |
| Designer | \$ 120.00 |
| BIM / Revit Drafting | \$ 100.00 |
| CAD Drafting | \$ 90.00 |



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 | EXPIRATIO N DATE | B.I. | LIMITS 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"/> CONSULTANT'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: CONSULTANT 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 CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT 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.