



AGENDA REPORT

Meeting Date: July 19, 2016
Item Number: E-13A, B & C
To: Honorable Mayor & City Council
From: Mark Cuneo, City Engineer
Samer Elayyan, Project Manager

Subject: A. AWARD OF A CONTRACT TO THE LOWEST RESPONSIBLE BIDDER, GRIFFITH COMPANY, FOR THE NORTH SANTA MONICA BOULEVARD RECONSTRUCTION PROJECT (FROM WILSHIRE BOULEVARD TO DOHENY DRIVE) WITHIN THE CITY OF BEVERLY HILLS, CALIFORNIA, IN THE AMOUNT OF \$17,626,215; APPROVAL OF THE PLANS AND SPECIFICATIONS THEREFOR; AND

APPROVAL OF ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$19,741,000 TO GRIFFITH COMPANY FOR THE PROJECT;

B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BERG AND ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES DURING THE RECONSTRUCTION OF NORTH SANTA MONICA BOULEVARD; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$2,397,000 TO BERG AND ASSOCIATES, INC.;

C. APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PSOMAS FOR DESIGN SERVICES FOR THE NORTH SANTA MONICA BOULEVARD RECONSTRUCTION PROJECT; AND

APPROVAL TO INCREASE THE PURCHASE ORDER TO PSOMAS FOR DESIGN SERVICES IN THE AMOUNT OF \$100,000

- Attachments:**
1. Agreement with Griffith Company
 2. Categorical Exemption
 3. Agreement with Berg and Associates, Inc.
 4. Agreement No. 197-13
 5. Amendment No.1 to Agreement No. 197-13
-

RECOMMENDATION

Staff recommends that the City Council move to:

- A. Approve the award of a contract to the lowest responsible bidder, Griffith Company for the reconstruction of North Santa Monica Boulevard in the amount of \$17,626,215; approve the plans and specifications for the project with respect to design criteria; approve a construction contingency of 12% and delegate the authority to approve change orders to the Director of Public Works Services; and approve the issuance of a purchase order to Griffith Company in the amount of \$19,741,000.
- B. Approve an agreement between the City of Beverly Hills and Berg and Associates, Inc. to provide construction management and public outreach services during the reconstruction of North Santa Monica Boulevard; and approve a purchase order to Berg and Associates, Inc. in the amount of \$2,397,000 (includes a 10% contingency).
- C. Approve Amendment No. 1 to Agreement No. 197-13 with Psomas for additional engineering services related to the reconstruction of North Santa Monica Boulevard; and approve to increase the purchase order in the amount of \$100,000.

INTRODUCTION

This project scope of work includes the reconstruction of North Santa Monica Boulevard to rebuild the deteriorating roadway, upgrade the drainage system, replacement of existing curbs and gutters, widen the south side of the roadway between Canon Drive and Wilshire Blvd; installation of a new street lighting system on the north side of the street; relocation and upgrade of traffic signals; ADA access upgrades; replacement of sidewalks and driveways; landscaping; and the implementation of low impact drainage concepts that comply with the urban runoff water quality regulations.

DISCUSSION

Award of Construction Contract

The plans and specifications for the Project, dated April 2016, were prepared by the consulting engineering firm, Psomas. On April 29, 2016, a Notice to Bidders was published in the Beverly Hills Courier, the Beverly Hills Weekly, several online industry advertisers and on the City's website. On June 16, 2016, six bids were received and publicly opened in the City Clerk's Office. Bid results were as follows:

- | | |
|--------------------------|--------------|
| 1. Griffith Company: | \$17,626,215 |
| 2. Sully-Miller: | \$18,170,000 |
| 3. All American Asphalt: | \$19,255,000 |
| 4. Excel Paving: | \$19,647,102 |

5. W.A.Rasic:	\$23,525,000
6. Shawnan:	\$23,554,850

The Engineer's construction estimate prepared by Psomas was \$25.5M. Staff tabulated and reviewed all bids and determined that Griffith Company was a responsible bidder and a very qualified contractor based on similar projects it constructed for other agencies and projects within the City of Beverly Hills, including the Gateway project at Wilshire Boulevard and Whittier Drive and the Business Triangle Urban Design project. Staff recommends the contract be awarded to Griffith Company for the reconstruction of North Santa Monica Blvd.

Award of Construction Management Services Contract

Due to the magnitude of this project, staff issued a Request for Proposal (RFP) on June 2, 2016, for construction management and public outreach services. The construction management firm will manage/oversee the contractor, provide quality assurance (inspection and materials testing services), staffing for community relations (include a dedicated project phone line), and support the public information/outreach program. Two responsive proposals were received on June 20, 2016, from Anderson-Penna, and Berg and Associates, Inc., who were subsequently interviewed by City staff, a Public Works Commissioner and a consultant on June 30, 2016. Interview panel concurred that both firms were well qualified. A follow up meeting with the assigned full time construction managers of both firms was held on July 6, 2016, and it was concluded the Berg and Associates, Inc. would be the most qualified firm to provide the construction management services.

Staff recommends that a contract for the construction management and public outreach services be awarded to Berg and Associates, Inc. for an amount not to exceed \$2,397,000.

Amendment to Agreement

Psomas has been providing design services for the North Santa Monica Boulevard since the approval of their contract in June 2013. The current contract is in an amount not to exceed \$1,890,730. Since then, Psomas has provided additional services that were not included in their original scope of work. Additional services included, but not limited to, potholing for underground utilities, soil testing for arsenic along the entire length of the project, bio-swale design on the north side of the boulevard and the design of the expansion of the City's fiber optic network within the project limits.

Staff recommends that City Council approve Amendment No. 1 to Agreement No. 197-13 with Psomas to compensate for the additional services provided and to provide additional engineering design and construction support services for the North Santa Monica Boulevard reconstruction project.

ENVIRONMENTAL ASSESSMENT

The Community Development Department has reviewed the project for environmental impact and concluded that the project qualifies for a categorical exemption. A Categorical Exemption (Attachment 2) was prepared and certified by Community Development staff on July 23, 2015.

Meeting Date: July 19, 2016

FISCAL IMPACT

Funds for these contracts in the amount of \$22,238,000 are available in the Capital Improvement Budget in CIP No. 0889.


George Chavez
Approved By

Council will be advised if E-13 C (Psomas) agreement is not signed by Tuesday, July 19, 2016.

ATTACHMENT 1

AGREEMENT

THIS AGREEMENT, made and entered into this **19th** day of **July, 2016**, by and between the CITY OF BEVERLY HILLS, a municipal corporation, hereinafter referred to as "City", and

Griffith Company
12200 Bloomfield Avenue
Santa Fe Springs, CA 90670

hereinafter referred to as "Contractor";

WITNESSETH

In this consideration of their covenants the parties hereto agree as follows:

1. Contractor shall furnish all labor, materials and equipment necessary to perform the following work in the City of Beverly Hills, California, strictly in accordance with the Notice to Bidders, Proposal form, Plans and Specifications for such improvement, Standard Contractual Requirements and inclusive of Addendums, each of which documents are made a part of this Contract as though fully set forth herein:

NORTH SANTA MONICA BOULEVARD RECONSTRUCTION PROJECT

2. In consideration of such work City agrees to pay Contractor and Contractor agrees to accept the sum of **Seventeen Million, Six Hundred Twenty Six Thousand, Two Hundred and Fifteen Dollars and Fifty Five Cents (\$17,626,215.55)** in the manner provided in subject Plans and Specifications and subject to adjustment provided therein.

3. Concurrently with the execution of this Contract, Contractor shall file with the City the bonds and certificates of insurance specified in said Standard Contractual Requirements.

4. This Contract shall not be assigned without the written permission of the City Council.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

ATTEST:

CITY OF BEVERLY HILLS,
A municipal corporation

BYRON POPE, City Clerk

JOHN A. MIRISCH, Mayor

APPROVED AS TO CONTENT:

CONTRACTOR:

MAHDI ALUZRI, City Manager

SHARON L'HEUREUX DRESSEL, Interim Risk Manager

GEORGE CHAVEZ, Assistant City Manager/Director of
Public Works Services

APPROVED AS TO FORM:

FUNDS AVAILABLE:

LAURENCE S. WIENER, City Attorney

DON RHOADS, Director of Administrative Services/Chief
Financial Officer

EXHIBIT "C"

ATTACHMENT 2



BeverlyHills.org

CITY OF BEVERLY HILLS
COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION
455 North Rexford Drive
Beverly Hills, CA 90210-4817
(310) 285-1141
FAX: (310) 858-5966

NOTICE OF EXEMPTION

THIS NOTICE WAS POSTED

- To: [] Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814
[X] Registrar-Recorder/County Clerk
County of Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

2015 194234
[Barcode]
FILED
Jul 24 2015
Dawn C. Logan, Registrar-Recorder/County Clerk
Electronically signed by TODD TRAN

ON July 24 2015
UNTIL August 24 2015
REGISTRAR-RECORDER/COUNTY CLERK

Project Title: North Santa Monica Boulevard Reconstruction Project

Project Location (Specific): North Santa Monica Blvd between Wilshire Blvd and Doheny Drive

Project Location - City: City of Beverly Hills/ Project Location - County: Los Angeles

Description of Nature, Purpose, and Beneficiaries of Project: The Project would reconstruct a 1.8-mile segment of North Santa Monica Boulevard extending from Wilshire Boulevard to Doheny Drive in the City of Beverly Hills. Improvements would include reconstructing the roadway subsurface; repaving the roadway; and improving the underground storm drain system. On the south side of the street between Wilshire Boulevard and Canon Drive, a distance of approximately 0.5 mile, the roadway would be widened by 2 feet to 2.5 feet, to accommodate improvements. Along the south side of the roadway, adjacent to the roadway widening, planters would be maintained to allow for replacement landscaping. The improvements are required to address standing water issues and the poor quality of the pavement. The project also includes replacement of the concrete curb and gutter and sidewalks as well as the storm drainage system.

Several improvements (e.g., street lighting, landscaping [restoration], utility relocations, and temporary traffic control measures) are included in the Project. Replacement of landscaping along the edge of Beverly Gardens Park will be required at the completion of the Project to restore the turf and the irrigation system that is disturbed during construction of the street lights and curb and gutter.

Agency Approving Project: City of Beverly Hills

Name of Person or Agency Carrying out Project: City of Beverly Hills

Exempt Status: (check one)

- [] The provisions of CEQA do not apply (Sec. 15061(b)(3))
[] Ministerial (Sec. 21080(b)(1); 15268);
[] Declared Emergency (Sec. 21080(b)(3); 15269(a));
[] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[X] Categorical Exemption. State type and section number: Existing facilities, Sec.15301(c)
[] Statutory Exemptions. State code number:

Reasons Why Project is Exempt: This Project would qualify for a Class 1 Categorical Exemption for Existing Facilities. Pursuant to Section 15301 of the State CEQA Guidelines, a Class 1 exemption applies to the following type of projects:

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

The key consideration with a Class 1 CE is whether the Project involves negligible or no expansion of an existing use. This Project involves a reconstruction of an existing roadway. The function of the roadway and number of through lanes would not change. Therefore, it would be consistent with the requirements of Section 15301 of the State CEQA Guidelines.

Lead Agency Contact Person: Aaron Kunz Phone Number: (310) 285-2563

If filed by Applicant:

- Attach certified document of exemption finding.
- Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: *[Handwritten Signature]* Date: 7/23/2015 Title: Assistant Planner

- Signed by Lead Agency
- Signed by Applicant

Date received for filing at OPR/County Recorder: _____

2015 194234

FILED
 Jul 24 2015

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by TODD TRAN

ATTACHMENT 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
BERG & ASSOCIATES, INC., FOR CONSTRUCTION
MANAGEMENT SERVICES DURING THE RECONSTRUCTION
OF NORTH SANTA MONICA BOULEVARD

NAME OF CONSULTANT: Berg & Associates, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Tom Berg, Vice President/Project Manager

CONSULTANT'S ADDRESS: 302 West 5th Street
Suite 210
San Pedro, CA 90731

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Samer Elayyan, Project
Manager, P.E.

COMMENCEMENT DATE: July 20, 2016

TERMINATION DATE: Upon satisfactory completion of all work
required under this Agreement and
determined by City

CONSIDERATION: Not to exceed \$2,178,989 based on the
rates set forth in Exhibit B; and
Contingency funds not to exceed \$218,011
Total not to exceed \$2,397,000

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
BERG & ASSOCIATES, INC., FOR CONSTRUCTION
MANAGEMENT SERVICES DURING THE RECONSTRUCTION
OF NORTH SANTA MONICA BOULEVARD

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Berg & Associates, Inc., (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 Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. 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. 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 provided 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, attached hereto and incorporated herein.

(b) Expenses. The amount set forth in as Consideration above shall include reimbursement 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. Unless otherwise provided for herein, 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. CITY shall pay CONSULTANT said Consideration in accordance with the 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) 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, or with the written approval of the Risk Manager.

(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. 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 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. 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 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 18. 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 attorneys' fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. 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 20. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 21. 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.

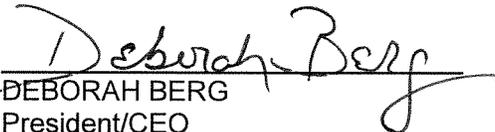
CITY OF BEVERLY HILLS
A Municipal Corporation

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

ATTEST:

BYRON POPE
City Clerk

CONSULTANT: BERG & ASSOCIATES, INC.


DEBORAH BERG
President/CEO


WENDY CRAWFORD
Assistant Treasurer

[Signatures continue]

APPROVED AS TO FORM:



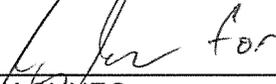
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



GEORGE CHAVEZ
Assistant City Manager/Director of Public Works



MARK CUNEO
City Engineer

SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall provide the following professional construction management services in connection with the reconstruction of 1.5 miles of North Santa Monica Boulevard between Wilshire Boulevard and Doheny Drive ("Project"), which includes rebuilding roadway, upgrading the surface water drainage system, replacing existing curb and gutters and sidewalks as needed, new street lighting, upgrading of traffic control signals, installation of ADA upgrades, landscaping and low-impact drainage system. The work shall consist of the following tasks:

TASK 1 PRE-CONSTRUCTION SERVICES

CONSULTANT shall provide preconstruction project management services to assist CITY to manage the Project through the preconstruction period including:

Pre-construction Planning

CONSULTANT shall provide a preliminary staffing plan, meet with CITY to organize and implement administrative procedures and once approved begin to implement a community outreach plan.

Review of Project Plans and Specifications, Permits

CONSULTANT shall review the Project plans, specifications and permits and provide review comments and/or recommendations to facilitate Project start up.

Field Reconnaissance of Site Conditions

CONSULTANT shall review site existing conditions, provide a photo/video documentation of existing site and apprise CITY of any potential issues noted.

Schedule Review

CONSULTANT shall review the contractor's 90-day and baseline schedule for completeness and feasibility.

Pre-construction Conference

CONSULTANT shall organize, conduct, record and distribute minutes for the pre-construction conference prior to the start of field activity.

TASK 2 PUBLIC RELATIONS SERVICES

CONSULTANT shall take the lead and provide notifications to the public at every stage of the Project prior to performing work that will impact the public. Coordinate the resolution of Project-related complaints. Maintain factual documentation of any complaints received and their resolution. Additionally, the service shall include:

- Develop a communication and outreach program
- Prepare material and provide public outreach in preparation for the start of the Project
- Mail and email a general notice of the Project
- Prepare presentation of the Project progress and status
- Attend community meetings
- Provide information and answer questions through 24/hour hot line and email
- Periodically updating the stakeholders about the status of construction
- Maintain Project information and status updates on various social media outlets
- Prepare and disseminate written and electronic public information material
- Establish a Project hotline (24-hrs);
- Public outreach person must attend the weekly Project construction meeting;
- Notifications shall be hand distributed to the business and residents;
- Prepare monthly report

TASK 3 CONSTRUCTION PERIOD CM SERVICES

Project Manager

Provide a part time Project Manager responsible for the management and control of all aspects of the Project including traffic impacts, public outreach, Project staff, and change management.

Construction Representative.

Provide full-time on-site Construction Manager, Tracy Kimnach, supported by administrative and technical staff to monitor and document the work. The Construction Manager shall be responsible for all Project communications as the single point of contact with CITY, the construction contractor, the designer and third party stakeholders.

Project Records

Thorough and up-to-date records shall be kept on site both electronically and hard-copy as record documentation. Project records include meeting minutes, submittals, RFCs, RFQs, RFIs, CCOs, daily reports from all Construction Manager personnel, materials tickets and receipts, compliance certifications, safety reports, other notices and reports, and as-builts. All changes to the contract documents must be in writing as approved by CITY.

Meetings

Throughout the duration of the Project, the Construction Management team shall conduct the regularly scheduled construction meetings and other coordination meetings as necessary with CITY, design consultant, contractor, utilities and other third party entities. The Construction Management team shall organize meetings, set the agendas, invite attendees, and prepare and distribute minutes to document the status of the Project.

Safety Program

Monitoring the safety of all field activities, the Construction Manager shall review and approve contractor's safety and IIPP plans and monitor for compliance with the plan. Contractor shall be responsible for the implementation and enforcement of all safety precautions and programs/plans. Construction Management staff shall attend contractor tailgate safety meetings and briefings prior to work start each day to remain apprised of operations to take place. Safety infractions shall be noted with verbal request to contractor, noted in daily report. CONSULTANT shall participate in Safety reward lunches for the contractor to promote safe practices. The Construction Manager shall have a safety and evacuation plan in place as well.

Project Construction Schedule & Schedule Updates

Review contractor submitted monthly updates and require a two-week look ahead at each weekly progress meeting. In addition to the formal base-line schedule, a submittal schedule to be included in the construction schedule which will serve as a unique tracking system to:

- Evaluate and tie construction activities with their key submittals ahead of required delivery
- Monitor the status of submittals at any given time
- Take note of tardy submittals and develop plan to avoid delays to the construction schedule
- Manage the Submittal Recovery Plan as needed

Submittals

Review and recommend for approval or correction all submittals.

Change Management

Review and evaluate Requests for Change, analyze impact to Project cost and schedule, issue and negotiate Requests for Quotes, provide independent estimate when necessary, process and recommend action regarding Change Orders.

Time and Material Work

For work where a lump sum or unit price is not determined prior to performing the work described in a Change Order request, collect contractor's time and material sheets at the end of each day for labor, materials, and equipment used to perform the work in the form of Caltrans LAPM Daily Extra Work Reports. Verify rates utilized for equipment and manpower.

Contractor Payment Applications.

Review and verify that all progress payment invoices are complete and correct. Monitor contractor's insurance and permits to ensure that they are current. Review billings with field data collected regarding work activity and completed work during the billing period.

Progress Reports

Prepare weekly activity reports and monthly Project progress reports to include financial status, cash flow estimates, and projections for construction costs, change order summary and status of pending or potential claims, status of submittals, requests for clarification, information or change, a narrative of the work progress and major tasks completed, key progress photos, potential claims identification and status, schedule status, identification of problems or concerns encountered along with corrective action taken or recommended.

Site Observation

Monitor the progress and quality of the completed work, determine if the work is being performed in accordance with the contract documents and determine the time and amount of payment that should be properly issued by CITY. Keep CITY informed of progress and quality of the work. Notify CITY immediately of any defective work or non-complaint work.

Field Survey

Review the survey cut sheets submitted by the contractor and verify compliance with the design grades and alignments shown on the plans. Subcontractor surveyor firm to provide survey, survey checks and reviews, as necessary.

Photographic/Videotape Documentation

Provide comprehensive photographic and videotape documentation of the Project site prior to, during, and at the conclusion of construction.

Interpretation of Contract Documents

Construction Manager shall promptly provide CITY opinions regarding the contract documents as may be necessary for the proper execution and timely progress of the construction of the Project.

Utilities Coordination

A designated Utility Coordinator shall assist the Construction Manager in review of existing utilities and utility work included in or impacted by the Project work. Coordination meetings shall be held with utilities to understand their schedules, constraints and impacts, and to identify and resolve conflicts.

TASK 4 OPTIONAL INSPECTION SERVICES

At CITY'S written direction:

Inspect the contractor installation for compliance with the Project plans and quality requirements.

Review and monitor the contractor's compliance with "Best Management Practices" to prevent storm water pollution from construction related activities and as listed in the Storm Water Pollution Prevention Plan (SWPPP). Schedule site reviews by a Qualified SWPPP Practitioner (QSP) as required by the SWPPP and/or applicable State requirements.

Record the construction progress of the Project by submitting written daily construction inspection reports and other special reports as circumstances require. Such reports shall include information on anyone performing work related to the Project, the number of workers on the Project site, an itemized list of labor and equipment, a record of weather conditions and work accomplished.

Conduct a final inspection and prepare a list of Project construction deficiencies for resolution by the contractor.

TASK 5 FINAL ACCEPTANCE/CLOSEOUT SERVICES

Final Payment to the Contractor

Upon City approval of Final Completion of the Project, receive, review, and verify the contractor's final application for payment.

Record Documents

Review the as-builts of the contract documents and other record documents prepared by contractor. If significant discrepancies are noted, notify City and perform such follow-up as may be necessary to ensure that corrections are made by the appropriate Project team member.

Closeout Documentation

Review and organize Project files, drawings and electronic files for completeness and accuracy as required by the contract documents.

TASK 6 TRAFFIC ENGINEERING (SUBCONSULTANT)

Lane closures, parking restrictions, all require ample notification and signage in accordance with Manual of Uniform Traffic Control Devices ("MUTCD"). The traffic control plan included in plans and specifications or the contractor's approved traffic control plan will be implemented by the contractor. Traffic flow and traffic control signage will be monitored daily to make sure signs are in place, visible and working. Trenches are to be covered at the end of work on daily basis.

Michael P. Meyer shall provide ongoing transportation planning support to the Berg Team to refine and implement the traffic mitigation program for the Project. This will be based upon the tool box of traffic mitigation measures previously developed with the input of CITY's Traffic and Parking Commission ("TPC"). This effort will entail meetings with the contractor and Construction Management Team to fine tune the traffic mitigation program as the construction progresses. It may include relocating traffic control devices in response to changes in traffic patterns or feedback from the public as well as with regard to the various stages of construction.

It is anticipated that several community meetings will be held to determine what types of changes may be implemented along South Santa Monica Boulevard during the various stages of construction. These could include meetings with the TPC, Chamber of Commerce and/or City Council. It is also anticipated that ongoing meetings with the TPC will occur, approximately quarterly, to report on the progress of construction, receive feedback from the public on the traffic mitigation program and make decisions on modifications to the traffic mitigation program.

TASK 7 MATERIALS TESTING (SUBCONSULTANT)

Provide and coordinate services of independent testing laboratories and formal inspections.

Project coordination and management, including review of the project plans, geotechnical reports, specifications and special provisions, providing test data summary reports, and work scheduling.

Field technician services for observation, sampling and testing during subgrade preparation, aggregate base placement and Asphalt Concrete ("AC") pavement operations.

Field technician services for observation, sampling, and testing during concrete placement including checking temperature, slump and casting a set of cylinders.

Field technician services for batch plant inspection services at the AC or Portland Cement Concrete Pavement ("PCCP") plant including checking mix design, checking temperatures, and sampling aggregates.

Laboratory testing, including proctor density, concrete compressive strength, sand equivalent, sieve analysis, extraction, AC percent asphalt, and AC maximum density.

Preparation of field observation reports and test data sheets. CONSULTANT's documents shall be made available on a daily basis or provided to CITY as requested.

Preparation of a Final Materials and Compaction Report which presents the results of CONSULTANT's observations and summarizes the field density test results.

TASK 8 SURVEY (SUBCONSULTANT)

Review the survey cut sheets submitted by the contractor and verify compliance with the design grades and alignments shown on the Project plans. Subcontractor surveyor firm to provide survey checks and reviews, as necessary.

OTHER OPTIONAL SERVICES

TASK 9 INFORMATIONAL KIOSK

At CITY's written direction:

Provide kiosk information booth reflecting Project website information.

Develop and maintain Project website.

PROJECT ASSUMPTIONS

1. CITY will make available final approved plans and specifications and bid documents in 24" X 17" format (2 copies) and will reimburse costs for printing 6 half-size copies.
2. CITY will provide timely access to the sites, all relevant documents and data, and to City staff to allow efficient completion of the work.
3. Information and deliverable will be provided to CITY electronically unless otherwise specified, until final documents are delivered in hard copy and electronic form to CITY.

4. CITY will maintain a budget with the designer for the duration of the project for questions or changes which may need design review or modification and to comment on requests for clarification or information, pertaining to design.
5. The period of performance is based upon the construction contract of 18 months, with a 2-month preconstruction period and a 2-month post construction period, for a total of 22 months.
6. Construction Hours per CITY is 8:00 a.m. to 6:00 p.m. Monday through Friday. It is assumed the Contractor will work 5 days per week, 10 hours each day. Pricing is based on our staff working 8 hours a day with the exception of the Construction Manager who will work 10 hours a day, 5 days a week.
7. The contractor has the opportunity to work second or night shift. Adjustments to construction management and inspection schedule may be necessary if overtime is incurred.
8. It is assumed that no work will occur on holidays or three-day weekends that would constitute double time.
9. The contractor will have more than one work point and most likely two-working points, i.e. from both ends of the Project. In such cases each work point would typically involve one Inspector.
10. Twelve months from commencement of CONSULTANT's services under the Agreement, CONSULTANT may increase the fees as set forth in Attachment 1 to Exhibit B by 3% upon giving CITY thirty days prior written notice.

PROJECT SCHEDULE

The tentative Project schedule for construction is expected to begin in September 2016 with substantial completion by December 2017, and close-out thereafter in 2018.

EXHIBIT B-1

SCHEDULE OF HOURLY RATES

City of Beverly Hills
North Santa Monica Boulevard Improvement Project
Job No. 2184

Construction Management Services

Effective July 1, 2016, through June 2017

Labor Category	Hourly Rate
Project Manager	\$195.45
Construction Manager	\$149.14
Project Records	\$74.73
Public Outreach Oversight	\$98.04
Public Outreach Coordinator	\$98.38
CM Night/Weekends	\$127.90
Utility Coordinator/SWPPP	\$138.73
Electrical Inspector	\$138.73
Civil Inspector I	\$133.90
Scheduler	\$119.00
Estimator	\$121.03

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

ADDRESS

**A.
B.
C.**

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

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

ATTACHMENT 4

**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
PSOMAS FOR DESIGN SERVICES FOR THE NORTH SANTA
MONICA BOULEVARD RECONSTRUCTION PROJECT**

NAME OF CONSULTANT: Psomas

RESPONSIBLE PRINCIPAL OF CONSULTANT: Sean Vargas, Vice President

CONSULTANT'S ADDRESS: 555 S. Flower Street, Suite 4300
Los Angeles, CA 90071

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Aaron Kunz
Deputy Director of Transportation

COMMENCEMENT DATE: Upon written notice to proceed from CITY

TERMINATION DATE: December 31, 2017

CONSIDERATION: Not to exceed \$1,890,730, including all reimbursable expenses, as described in Exhibit B;

Contingency for additional work not to exceed \$50,000, as more particularly described in Exhibit B;

Total not to exceed \$1,940,730

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
PSOMAS FOR DESIGN SERVICES FOR THE NORTH SANTA
MONICA BOULEVARD RECONSTRUCTION PROJECT

THIS AGREEMENT is entered into between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Psomas (hereinafter called "CONSULTANT") for design services related to the North Santa Monica Boulevard Reconstruction Project.

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 Work.

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 receipt of a written 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.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services and/or goods provided 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, attached hereto and incorporated herein.

(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 Work. 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. Unless otherwise provided for herein, 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 45 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the 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-contractors 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 and auto liability insurance shall contain an endorsement naming 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, Hold Harmless, and Duty to Defend

(a) Indemnity for Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, CONSULTANT shall hold harmless and indemnify CITY, and its officials, officers, employees, agents and independent contractors serving in the role of CITY officials, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by this section 12 (a) and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this section 12 (b) 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 shall survive termination of this 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 5 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. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if: (i) delivered by hand during the receiving party's regular business hours or (ii) by electronic mail or 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 18. 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 19. 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 20. 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.

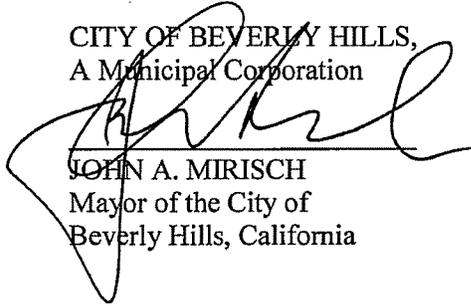
Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

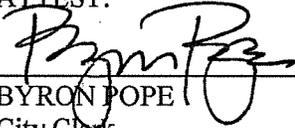
Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the 4th day of June 2013, at Beverly Hills, California.

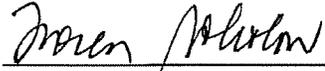
CITY OF BEVERLY HILLS,
A Municipal Corporation


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

ATTEST:

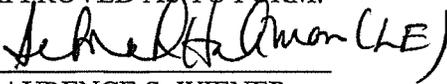

BYRON POPE (SEAL)
City Clerk

CONSULTANT: PSOMAS

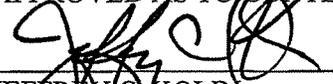

LOREN SOKOLOW
Vice President/Chief Financial Officer

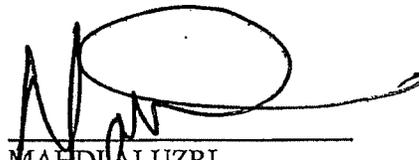

SEAN P. VARGAS
Vice President

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


JEFFREY C. KOLIN
City Manager



MAHDI ALUZRI
Assistant City Manager/Acting Director of
Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall perform the following services:

Phase I

Pre-Design Phase

The Scope of Work presented herein builds upon the Request for Proposal (RFP) issued by the City. It presents a Phase I planning process that will develop and select a preferred concept for design in the Phase II design effort.

Task 1. Project Management and Outreach Plan

1.a. Refine Scope and Schedule

CONSULTANT will develop a Project Management Plan that refines the scope of services and presents a detailed schedule for the work plan. Monthly progress meetings will be held between CONSULTANT Team members and City staff to report on the project status and discuss scope, schedule and budget issues. The Project Management plan will include details of CONSULTANT's quality assurance and quality control plan (QA/QC) to be employed by the Team and will identify deliverables, review schedules for draft work products, and final product deliverable dates.

1.b Outreach Plan

The Project Management Plan will include a section devoted to public outreach. City staff will manage the logistics of public outreach in terms of arranging meeting facilities and notifying the public of the meetings. The CONSULTANT team will be responsible for preparation of the content of the meetings. CONSULTANT will prepare the agendas, presentation materials and handouts, and take meeting minutes. CONSULTANT's Principal-in-charge, Sean Vargas, supported by key team members, will make the public presentations or support City staff in making the presentations, as appropriate for each meeting. CONSULTANT will participate in an initial presentation to the City Council that reviews the work plan and describes the public outreach program and project schedule. It will be important that the City Council understands and concurs in the outreach plan in terms of the number of meetings and types of meetings, the City Commissions and/or Committees that will hold such meetings, and the plan for City Council participation in approval of the concept at the end of Phase I.

1.c. Public Meetings

The public meetings include:

- One (1) City Council meeting to review scope and approve Outreach Plan
- Two (2) scoping meetings to obtain public input on the study
- Four (4) walking tours to educate interested stakeholders
- Five (5) Commission/Committee meetings to review the concepts and obtain feedback on their refinement
- Four (4) City Council meetings to review and approve the recommended plan

As noted above, key CONSULTANT Team members will attend all of these public meetings to make the presentations and respond to public questions. The schedule of meetings will be developed at the outset

of the project to avoid Holiday periods and to allow Commissioners/Committee Members and the Council to know well in advance when this project will be coming to them for review and action.

Task 2. Pre-Design Report

The pre-design analysis and report that CONSULTANT will prepare as a part of Phase I is critical to the success of the project. Its content and the logical presentation of information will become the basis for the preliminary and detailed design and, ultimately, for the construction and operation of the project. The pre-design report will describe the proposed project in a manner that allows both the City and stakeholders to gain a thorough understanding of the necessity and scope of the project.

2 a. Existing Conditions

CONSULTANT will prepare a Setting Section that describes existing conditions along the corridor and identifies key issues to be addressed in the reconstruction project. This section may also be used as the Setting Section of an environmental document, depending upon what type of document is determined to be required.

Transportation Setting.

CONSULTANT will collect new average daily traffic counts in each of the segments of the corridor. New peak period turning movement counts will also be collected at each signalized intersection and current levels of service calculated at each location. The peak period turning movement counts will also include bicyclists and pedestrians. If so desired, Saturday afternoon counts will also be collected to capture the shopping peak traffic conditions. CONSULTANT will describe the existing transportation setting.

Bicycle Routes. Existing and planned bicycle facilities in the vicinity of Santa Monica Boulevard will be mapped and described. These will include those under consideration in Beverly Hills, as well as the existing bike lanes on Santa Monica Boulevard in West Hollywood to the east and on Santa Monica Boulevard in Los Angeles, west of Avenue of the Stars.

Transit Stops. CONSULTANT will describe transit service in the corridor. The amenities provided at the two Metro-rapid bus stops in Beverly Hills will also be described.

Pedestrian Facilities. Pedestrian movements within the corridor will be described including east-west and north-south movements.

Intersections. The longitudinal riding surface is uneven at several intersections. The uneven riding surface is caused by repeated overlay and crowns with the intersecting streets. There are several constraints to re-profiling the intersections that will be considered during the concept analysis. CONSULTANT will document and describe the existing issues.

Existing Improvements. CONSULTANT will conduct a field investigation to verify all existing features on the City-provided survey and to identify all the relevant features that are missing. The field review will include work necessary to inspect the project area with respect to needs for preparing engineering plans. The field information collected will include:

- Curb-to-curb widths
- Sidewalk widths
- Lane dimensions
- Striping type and condition
- Crosswalk location and widths
- Location and widths of all driveways
- Location and length of all painted curbs
- Location and type of street signs

- Existing surface indications of utilities (storm drains, fire hydrants, catch basins, etc.)
- Location and type of all pertinent signal related equipment including poles, conduits and pull boxes
- Controller cabinet and controller condition
- Location of street lighting poles
- Location and size of trees
- Specific land use related considerations

Data Synthesis. CONSULTANT will assemble City-provided existing pertinent information (that CONSULTANT did not prepare or already possess) and data, including traffic signal, street lighting, signing and striping, and utility plans available for the project area. CONSULTANT will develop base plans based on the field investigation and data synthesis.

Storm Drain Videography. CONSULTANT will provide CCTV inspection of approximately 8,250 LF of existing storm drain lines as described in the RFP. CONSULTANT will visit the site to locate manholes and develop plan for CCTV inspection that minimizes potential impacts. CONSULTANT will obtain no-cost permits to perform the work. CONSULTANT will provide traffic control during the video inspection. CONSULTANT will provide a DVD with inspection reports and associated videos. CONSULTANT has assumed that this work will be performed during non-peak hours Monday through Thursday.

Hydrology, Hydraulics, and Stormwater Quality Setting. The drainage within NSMB has been impacted by multiple pavement overlays that have affected gutter drainage, as well as discharge from the north-south alley drainage. CONSULTANT will prepare a comprehensive drainage section, including a roadway drainage report, alley hydrology and hydraulics, and a current confirmation of the findings from the Psomas 2001 Storm Drain Master Plan. CONSULTANT will discuss and describe the current stormwater quality setting, including guidelines, requirements, and best practices including Low Impact Development consideration.

Pavement, Geotechnical, and Environmental Setting. Existing surface and near-surface soils in the area generally consist of fine grained materials including silt to silty sand. Soils and groundwater conditions in Beverly Hills, and specifically the Beverly Gardens Park, vary. There are a number of sites along the corridor that may have the historic potential for subsurface contamination.

Geotechnical File Review

CONSULTANT has reviewed the geological conditions at the site using its in-house files and online resources. CONSULTANT will perform further review of previous geotechnical reports for projects adjacent to the site. Information obtained will be used in support of CONSULTANT's subsequent field explorations and geotechnical design.

Field Preparation

- **Site Reconnaissance.** CONSULTANT will complete a site reconnaissance to review field conditions for access and lay out the exploration program. CONSULTANT will obtain the necessary no-cost permits for CONSULTANT's field work.
- **Health and Safety Plan.** CONSULTANT will prepare a project specific health and safety plan and perform job site safety assessments at each work location along with tailgate safety meetings. The health and safety plan will outline the potential job site hazards with respect to the proposed scope of services, and will cover items including emergency evacuation to the nearest hospital, overhead electrical hazards, subsurface utilities, vehicle traffic, and pedestrian encroachment. This process will be documented during the course of the safety reviews.
- **Utility Location and Permits.** CONSULTANT will contact Underground Service Alert (USA). CONSULTANT's field representatives will mark the proposed coring locations and notify USA. The field representatives will then review the USA marks prior to commencing with coring and other subsurface exploration.

Field Explorations

CONSULTANT will employ a two-stage field exploration program to adequately characterize the existing pavement system and subgrade soils. For the first stage of exploration, CONSULTANT will utilize non-destructive Falling Weight Deflectometer (FWD) testing of the pavement for evaluation of the physical properties of the pavement and subgrade system. Data will be gathered at 200-foot intervals along NSMB. During deflection testing, visual observation of the pavement condition and/or distress will be performed and recorded.

The second stage of the exploration program will consist of subsurface pavement cores to observe the existing pavement, base materials (if present), and the upper 1 to 1½ feet of the subgrade materials at regular intervals. The subsurface soils will be collected for laboratory testing. Each core will extend to a depth of about 3½ feet depending on the thickness of the pavement section and density/hardness of the subgrade materials. In general cores will be spaced approximately 1,000 feet apart, with some adjustment to target potentially weaker zones identified by the FWD testing. CONSULTANT plans to use mechanical drilling equipment to accomplish the coring. After coring, each hole will be backfilled and capped with cold patch. Excess material remaining at the completion of CONSULTANT's work field will be disposed of, if necessary. The pavement cores will be brought back to CONSULTANT's laboratory for storage.

For both the FWD testing and coring CONSULTANT has assumed:

- CONSULTANT will obtain no cost permits from the City
- CONSULTANT has assumed working hours for its field services along North Santa Monica Boulevard, including traffic control, are between 9:00AM to 3:00PM. Night work is not included in its field services.
- The potential for contamination of the soil and groundwater at the site is unknown. Soil samples from each core location will be screened for volatile compounds in the field using a photoionization detector (PID). If contamination is detected, the cuttings will be drummed separately and you will be notified. Contaminated soil will have to be properly disposed. Proper disposal of contaminated soil will require environmental testing that is included as an optional service.
- FWD testing will take approximately one (1) day to complete
- Coring will take approximately one day to complete for a minimum of six explorations.

Laboratory Testing

- Geotechnical Testing. Laboratory tests to estimate geotechnical properties will be conducted on selected soil samples from the cores to determine pertinent physical and engineering characteristics of the subgrade soils. CONSULTANT anticipates performing moisture content determinations, Atterberg limit determinations, and grain size analyses, as appropriate. R-value testing will also be performed for pavement design.

Analyses and Report

- Subsurface Profile. Based on the file review and field explorations, CONSULTANT will prepare a characterization of the pavement section and subgrade soils. CONSULTANT will also indicate the presence of perched groundwater or saturated subgrade, if encountered.
- Pavement Design. CONSULTANT will make asphalt-concrete design recommendations for the street reconstruction. CONSULTANT's recommendations will be based on the traffic index provided in the RFP, using Caltrans methodologies. CONSULTANT will also provide recommendations for using aggregate base material and alternative pavement sections where appropriate.
- Earthwork and Drainage. CONSULTANT will provide recommendations for site and subgrade preparation including stripping depth, sub-excavation to remove unsuitable material, suitability of on-site soil for structural fill, compaction of structural fill requirements, and drainage. CONSULTANT will provide recommendations for import structural fill using Greenbook specifications, as appropriate.

- Reporting. The pavement investigation data will be provided within CONSULTANT's geotechnical report. It will include CONSULTANT's geotechnical recommendations, appropriate figures, FWD data, coring logs, and the results of laboratory testing.

Infiltration Testing

Soils and groundwater conditions in Beverly Hills, and specifically the Beverly Gardens Park area, likely vary sufficiently such that the variation will dictate the type of Low Impact Development approach to stormwater management employed. CONSULTANT proposes to use soil data (i.e. grain-size distribution) only and estimate groundwater data from one 20-foot subsurface exploration. CONSULTANT assumes the depth of a potential infiltration gallery to be between 5 and 10 feet below the ground surface. CONSULTANT will estimate the thickness of unsaturated soils beneath the site with the single boring and literature research as described below. CONSULTANT's revised approach will indicate if the site does not possess suitable characteristics for infiltration.

Below, CONSULTANT outlines a scope of work that addresses the above approach:

Preliminary Infiltration Evaluation (PIE)

■ Research and Data Collection

- Review of reports listed on GeoTracker
- Review of geotechnical reports for nearby projects on file at City of Beverly Hills
- Drill three hollow-stem auger boreholes to depths between 10 and 20 feet deep (one borehole in each block of the park). CONSULTANT will collect discrete soil samples only at five foot intervals and perform grain size analyses for the purpose of initial estimates of infiltration potential at the site.
- As with the pavement field exploration described above, the potential for contamination of the soil and groundwater at the site is unknown. Soil samples from the borings will be screened for volatile compounds in the field using a photoionization detector. If contamination is detected, the cuttings will be drummed separately and you will be notified. Contaminated soil will have to be properly disposed. Proper disposal of contaminated soil will require environmental testing that is included as an option below.

Laboratory Testing

CONSULTANT will complete grain-size analyses to estimate preliminary infiltration rates. CONSULTANT's testing will include 8 sieve analyses with moisture contents.

Analyses and Preliminary Infiltration Memorandum

Based on the information obtained from CONSULTANT's PIE, CONSULTANT will prepare and submit its findings, conclusions and recommendations for infiltration alternatives at Beverly Park Gardens. CONSULTANT will prepare a design memorandum that includes:

- Feasibility and risks of infiltration options
- Preliminary range of infiltration rates for shallow facilities

2 b. Concept Development and Analysis

After the scope has been properly defined, potential concepts to address project goals will be identified. Each of these concepts will be described, the pros and cons will be discussed, and the merits will be documented. The result of the analysis will be a recommended concept.

CONSULTANT will develop concepts that can ultimately be presented to the public for consideration. These will range from simple repaving with no changes to the lane configurations along the corridor, to alternatives that could include bicycle lanes or landscaped medians. It is anticipated that the initial concepts would be presented at the public scoping meetings to gauge public reaction. The potential concepts will likely then be narrowed to a smaller number for more detailed study.

2 c. Refine Concepts

Feedback from Public Meetings. CONSULTANT will summarize the feedback received at the scoping meetings and make a recommendation for the narrowing of the range of options to the appropriate City Commissions and/or Committees. Following receipt of consensus on the list of concepts, the Team will add additional detail to the project descriptions. For budgeting purposes, it has been assumed that no more than four concepts will be carried forward.

Conceptual Plans. CONSULTANT will lay out the concepts on aerial photos of the corridor so that the public can easily understand where the improvements will be located; where widening, if any, would start and stop; and where bicycle lanes could be located. CONSULTANT will provide illustrative and colored plans, sections, elevations, sketches and 3-D visual tools to communicate and assist participants at the open house meetings. CONSULTANT's public presentation exhibits will communicate the intent and differences between the civil engineering and traffic options. In assisting the City in these public presentations, the illustrative documents and PowerPoint presentations will allow participants at all levels to visualize the changes and effects of the varying designs as they relate to the Boulevard reconstruction.

Construction Scenario Plan. Construction impacts will be one of the more highly scrutinized aspects of the reconstruction project analysis. CONSULTANT will develop construction scenarios for the project concepts. It can be expected that many of the elements of the construction scenarios will be similar for each project concept, but where they differ, the differences will be highlighted to assist in selecting a preferred scenario.

The construction scenario plan will address such issues as:

- Time period of construction activity; days of the week and work hours. The approximate length of construction will be estimated based on different work windows and the impact of fewer daily hours of construction activity versus overall duration of construction.
- Haul routes for construction materials.
- Phasing of construction, whether from east to west or north half versus south half of the street.
- Potential street closures, such as residential streets north of the Boulevard to prevent diversion through residential streets.
- Noise management techniques, including equipment noise restrictions and decorative noise walls along Beverly Gardens Park.
- Detour routes, if necessary.

Potential Traffic Impacts. CONSULTANT will assess the likelihood that traffic could be diverted away from the Santa Monica Boulevard corridor during the construction period and will identify the parallel roadways to which it might shift. Potential measures to reduce the impacts on parallel corridors will be investigated, as well as measures to reduce the likelihood of such diversion. This will also address where Traffic Control Plans (TCPs) may be required in the Phase 2 scope of work.

2 d. Recommendations and Draft Report

Identify Preferred Concept and Construction Scenario. Working with the City Commissions and/or Committees in the refinement of the concepts, and responding to questions and comments that arise at their meetings, the CONSULTANT Team will develop consensus on which concept best meets the goals of the project and minimizes impacts on the community. The recommendations will be incorporated into the recommended project concept. The recommended project concept will be presented in detail. CONSULTANT will prepare "10 %" plans to represent the proposed improvements so that pre-design level quantity surveys and cost estimates may be prepared. A narrative supporting the selection of the concept will be included.

- **Fatal Flaw Analysis.** The recommended project concept will be evaluated for obstacles based on the following considerations:

Construction Budget Compliance and Limitations Based on Type of Funds

Geotechnical Evaluation
Environmental Evaluation
Right-of-Way Requirements
Required Permits
Utility Interference
Stakeholder Opposition

- **Project Schedule.** The schedule will show the five phases of the project: pre-design, design, bid and award, construction, and closeout.
- **Construction Cost Estimate.** CONSULTANT will coordinate the desired format for the pre-design cost estimate in advance of estimate preparation to ensure that it easily supports reconciliation with project funding and associated requirements/milestones. Cost estimates for each of the concepts will be prepared.
- **QA/QC Update.** The pre-design report will provide a more detailed schedule for Phase II. CONSULTANT will clearly document design reviews, interdisciplinary (squad) checks, and constructability review.
- **Envision — Sustainable Planning Assessment.** CONSULTANT will report the result of Phase I of CONSULTANT's pre-design efforts to reflect consideration of the five objective criteria categories described in the Envision sustainability planning and rating tool.

2 e. Final Report

CONSULTANT will prepare a Final Report following the initial presentation of the Draft Report to the City Council. CONSULTANT will respond to comments on the Draft Final Report and re-submit it to the City Council for final review and approval. In accordance with the RFP, CONSULTANT has assumed that four (4) City Council meetings will be necessary to fine tune and achieve final approval of the recommended project concept and to receive approval to move to Phase II of the work.

2 f. Initial Environmental Consulting

With the support of CONSULTANT's environmental sub-consultant, CONSULTANT will evaluate and begin to compile the appropriate materials from CONSULTANT's concept development task that could be incorporated into an environmental document for the project. This will include the Setting, Concept Descriptions Considered, and the Selected Concept. CONSULTANT will support the City with sample verbiage for inclusion in the notices for the public scoping meetings. CONSULTANT will assist with distribution and collection of comment cards if deemed appropriate. Upon selection of the preferred concept, and based upon the anticipated relative impact of this concept, CONSULTANT will consult with Community Development Department staff to make a determination to proceed with preparation of the environmental document, including appropriate support materials

2 g. Supplemental Survey and Mapping (Budget)

If during the course of CONSULTANT's pre-design efforts the elected project concept results in a limit of work that goes beyond the City-provided survey coverage, or if CONSULTANT determine that features or detail are missing, CONSULTANT will provide supplemental topographic/design survey and utility mapping to integrate with the City-provided information. Because the need and/or scope are undetermined at this time, CONSULTANT has provided an optional budgetary fee only.

2 h. Optional Environmental Field Testing

Optional environmental field testing shall be performed in the event contamination is detected in CONSULTANT's subsurface explorations with the photoionization detector and/or visual/olfactory

observations. Note that CONSULTANT's detection of possible soil contamination will be limited to the depth of the planned explorations.

File Review

CONSULTANT will conduct a limited historical review of sites located along the alignment to determine the potential to encounter contaminated material during construction. CONSULTANT will also review available historical aerial photographs, maps and environmental documents.

A preliminary review of the GeoTracker sites located along the alignment indicated the presence of six closed Leaking Underground Storage Tank (LUST) Sites, two closed Cleanup Program Sites, and one active LUST site which is presently eligible for closure. The active LUST site is an existing service station located east of the alignment; potential contaminants of concern at this site include petroleum hydrocarbons. In addition, one active Department of Toxic Substance Control (DTSC) Voluntary Cleanup site is located adjacent, south of the alignment on Parcels 12 and 13. Contaminants of concern at this DTSC site include arsenic (associated with former historic railroad use and use of pesticides) and may likely also include petroleum, and other metals.

Sampling During Field Exploration

Environmental soil samples will be collected during the geotechnical exploration program of the work to provide assistance for the management of potentially contaminated materials likely to be encountered during construction, and to support site health and safety. In addition to the soil sampling, CONSULTANT recommend collecting samples of concrete and/or asphalt material that is likely to be removed during construction to analyze for proper off-site disposal or for potential reuse on the project.

Laboratory Testing

One soil sample will be collected from each core and analyzed for Title 22 Metals, including Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Cobalt, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, and Zinc, by Environmental Protection Agency (EPA) Method 6010B/7471A, Total Petroleum Hydrocarbons (TPH) as Diesel extended by M8015D, Organochlorine Pesticides by EPA Method 8081A, Polycyclic Aromatic Hydrocarbons (PAHs) by EPA Method 8310, and Volatile Organic Compounds (VOCs) by EPA Method 8260B.

Based on the initial analytical results, follow-up analysis for metals may be required using either the Soluble Threshold Limit Concentration (STLC) and/or the Resource Conservation Recovery Act (RCRA) Toxicity Characteristic Leaching Procedure (TCLP). For cost estimating purposes CONSULTANT assume that up to three (3) samples may require either STLC and/or TCLP testing.

Up to eight of the concrete and/or asphalt samples collected during the pavement investigation will be analyzed for pH, Title 22 Metals and Asbestos.

The samples will be submitted for analytical testing by American Environmental Testing Laboratory (AETL) of Burbank, California, and will be analyzed on standard 5- to 7-day turn-around time.

Reporting

CONSULTANT will prepare a short write-up to discuss the analytical results of the samples collected as a part of the testing. The write-up will be incorporated into the Geotechnical Report prepared for the project.

At the completion of CONSULTANT's work, CONSULTANT will prepare a geotechnical report for the project. The report will include the results of CONSULTANT's Pavement Investigation, Infiltration Testing, Environmental Testing, geotechnical recommendations, appropriate figures, FWD data, core logs, and results of laboratory testing.

3A. Optional Environmental Impact Report Preparation (Budget)

The expectation is that the project improvements may include a Class I bicycle path, pedestrian facilities, roadway restoration, landscaping, transit enhancements, utility relocation, and other amenities. The precise footprint of these improvements has not been defined. Without defined limits of the improvements footprint and feedback from stakeholders, CONSULTANT may not definitively state the type of environmental documentation that would be appropriate for the project. It is recommended that the determination of the type of environmental documentation be complete as a part of Task 2f (above), after preliminary concept plans are complete and the initial outreach to the community has been conducted.

The California Environmental Quality Act (CEQA) does provide for Categorical Exemptions (CE) for classes of projects which have been determined not to have a significant effect on the environment and are exempt from the provisions of CEQA. There is the potential that the project may qualify as a Class I exempt project (CEQA Guidelines Section 15301). This CE class is for the "operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use." However, a key consideration is if the project has the potential for environmental impact; in that case, the CE would not apply.

In making the determination as to the type of documentation required, the City will need to assess the potential for impact, a key consideration will be the potential effects on adjacent land uses, particularly Beverly Gardens Park and adjacent residential development. If a CE is deemed inappropriate for the project, it is recommended that a higher level environmental document be prepared, such as a Negative Declaration (ND), Mitigated Negative Declaration (MND), or an Environmental Impact Report (EIR). For budgeting purposes the scope for an EIR is provided below. In the event a ND or MND is deemed appropriate a reflective scope and fee will be provided in lieu.

Initial Study

An Initial Study will be prepared in compliance with Section 15063 of the State CEQA Guidelines and applicable case law. It is assumed that a preferred alternative will be identified as the focus of the environmental document. This Scope of Work assumes that the Initial Study will be prepared for only the preferred alternative. Using the CEQA Initial Study Checklist, CONSULTANT will respond to each checklist question based on project plans, a site visit, and available information.

If an EIR is deemed required this Scope of Work would then include a preliminary assessment of environmental topics within the Initial Study (IS), referring the reader to the forthcoming EIR for in-depth analysis and mitigation measures, if necessary. However, if it can be adequately documented that there would be no impact or a less than significant impact, an environmental topic could be "focused out" of the EIR through the IS, and no further EIR analysis would be required. It is anticipated that the following topics will be addressed through the IS and not brought forward into the EIR: Agriculture and Forest Resources; Biological Resources (assuming no heritage/historic trees would be impacted); Geology and Soils; Mineral Resources; and Population/Housing. Adequate technical analyses and substantiating information will be provided to support the findings of impact significance for each topical area.

CONSULTANT will electronically submit (i.e., PDF and Word) a Screencheck IS to the Project Team for review and comment. Once comments have been received, CONSULTANT will revise the document and electronically submit the Approval Draft IS to the City for review to ensure comments have been appropriately incorporated and for approval to reproduce the document for public distribution. CONSULTANT will be

responsible for finalizing the IS and providing up to 50 CDs of the IS to the City for distribution. This Scope of Work assumes that the City will prepare the mailing list, the Notice of Preparation (NOP), and the Notice of Completion (NOC), and will circulate the notices and IS for public review.

Scoping Meeting

Pursuant to Section 15206 of the CEQA Guidelines, the project has the potential to be of statewide, regional, or areawide significance; therefore, a scoping meeting would be required. CONSULTANT will assist in preparing for, and will lead, one EIR scoping meeting. This Scope of Work assumes that the City will prepare and publish any notices required for the scoping meeting and send them to appropriate parties. CONSULTANT will prepare a PowerPoint presentation, if desired, and be responsible for the Sign-In Sheet, Comment Cards, 10 hardcopies of the IS/NOP, and snacks/water. This Scope of Work assumes that facility reservations and any graphic presentation materials/poster boards will be provided by the City. Following the scoping meeting, CONSULTANT will prepare a Memorandum that summarizes the issues raised at the scoping meeting. No formal recordation (e.g. video/audio recordings or stenographer) of the meeting is anticipated in this Scope of Work.

DRAFT ENVIRONMENTAL IMPACT REPORT

Screencheck Draft EIR

CONSULTANT will prepare the Screencheck Draft EIR with consideration of the comments received during the NOP public review period and responsible agency input. The Screencheck Draft EIR will be electronically (i.e. PDF and Word) submitted to the Project Team for review and comment. Once comments have been received, CONSULTANT will revise the document and prepare a Second Screencheck Draft EIR, and then an Approval Draft, for final review and approval for public distribution. CONSULTANT's approach to preparing key sections of the EIR is provided below.

Introduction and Project Description: CONSULTANT will work closely with the City to prepare a Project Description that articulates the characteristics of the various components of the project and the project objectives.

Environmental Setting/Existing Conditions: CONSULTANT will prepare a description of the existing environmental setting for the project site at the time the NOP is released for public review.

Environmental Analysis: For each topical issue addressed, the EIR will contain a discussion of the analysis methodology; physical environment in the project area; regulatory framework applicable to the project; project design features; thresholds of significance based on the CEQA Guidelines Appendix G environmental checklist; significant direct and indirect environmental effects; mitigation measures; and the level of significance prior to and after any mitigation. The EIR will differentiate among features of the Project Design Features (e.g. project components intended to avoid impacts); Regulatory Requirements (e.g. codes, regulations, and other requirements that would apply to a project regardless of CEQA); and mitigation measures (e.g. measures required to reduce or avoid an environmental impact). Project effects that cannot be mitigated to a level considered less than significant will be identified.

Aesthetics: CONSULTANT will assess potential visual changes resulting from the implementation of the project, including potential changes to scenic vistas; degradation of visual character and quality; and impacts associated with light and glare. Use of ground photography will be used to document public views of the

project site and a narrative description of anticipated changes will be provided. Visual simulations are not included in this Scope of Work, but can be provided upon request with a Scope of Work and Budget Augment.

Air Quality/Greenhouse Gas: Based on the current project definition, the traffic volumes, mix, and speeds on NSMB would not change as a result of the project. Therefore, there would be no operational air quality or greenhouse gas (GHG) emissions. CONSULTANT will describe construction methods and timing, quantities of demolition spoils, soil export and import, anticipated equipment use and other data relative to air quality and GHG emissions. CONSULTANT will calculate the construction phase emissions of criteria pollutants and GHG using California Emission Estimator Model (CalEEMod) or OFFROAD 2011 and EMFAC 2011. CONSULTANT will analyze the proposed project's air quality impacts in accordance with significance criteria established by the South Coast Air Quality Management District (SCAQMD). Potential criteria pollutant impacts to local receptors during the construction phase of the project will be assessed using the SCAQMD Localized Significance Thresholds methodology. The air quality analysis will include qualitative discussions of toxic air pollutant impacts from construction equipment diesel particulate emissions and consistency of the project with the applicable air quality management plans. Since the project would not alter the travel characteristics of the roadway, no dispersion modeling will be required for the air quality analysis.

There are currently no established quantitative significance criteria for GHG emissions for infrastructure improvement projects; CONSULTANT will assess significance using methods considering thresholds recommended by SCAQMD and in consultation with the City. Significance will also be assessed by considering whether implementation of the project would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. If potential significant impacts are identified, mitigation will be recommended to reduce pollutant emissions. A description of existing climate, air quality conditions, applicable regulations, and the results of the air quality analysis described above will be included in the Air Quality EIR section; supporting data will be provided in an appendix.

Cultural and Historical Resources: This analysis will contain the level of detail found within a stand-alone technical report, but will be presented within an EIR section to reduce costs.

Cultural Resources Literature Review: CONSULTANT will conduct a records search of the proposed project area at the South Central Coastal Information Center (SCCIC), California State University, Fullerton and the Los Angeles County Museum (LACM). This records search will be reviewed to determine the nature and location of recorded resources and if such resources could potentially be impacted by the proposed project. The results of this research will be used to help guide the subsequent field survey and will then be compiled and summarized in the Cultural Resources EIR section.

Paleontological Resources Literature Review: To meet additional CEQA requirements for Cultural Resources (Appendix G[5][c] of the CEQA Guidelines), CONSULTANT obtained a paleontological records search and literature review for the project site in 2009. The Natural History Museum of Los Angeles County Vertebrate Paleontology Department provided a Letter Report that summarizes (1) the geological formations underlying the project sites; (2) the range of known fossil types and localities in the vicinity; (3) the project's potential to adversely affect fossil resources; and (4) recommendations for mitigating any adverse effects to a less than significant level. This records search will be reviewed by CONSULTANT's Paleontologist and summarized in the Cultural Resources EIR section.

Native American Scoping/Consultation: CONSULTANT will contact the California Native American Heritage Commission (NAHC) and a review of its Sacred Lands File will be initiated to obtain a list of local Native

American contacts. CONSULTANT will initiate consultation with tribes by sending a project description and site maps and inviting tribes to provide information regarding the presence of cultural resources in the project area. This Scope of Work does not include any formal meetings or other additional consultation with Native American entities, local historical interest groups, or other groups or agencies. Should any of the Native American contacts; local, State, or federal agencies; or any other group, individual or entity, request further consultation or meetings, a Scope of Work and Budget Augment will be provided.

Historical Resources: Pam Daly and Associates will complete prepare a Phase 1 Historical Resources IS for the project area. The tasks associated with this study include (1) a "windshield" survey of the proposed project area to identify built-environment resources; (2) a search of property information available from local and regional resources; and (3) a Letter Report presenting the findings to be summarized in the EIR and included in the appendix. The Letter Report will include a brief description of any built-environment resources in the project area over 50 years old that may be physically affected by project activities, and the potential for built-environment resources in the area-of-potential effect being determined as significant under Federal or state criteria. This study will be provided to the City as Draft prior to finalization/inclusion in the EIR.

Hazards and Hazardous Materials: CONSULTANT will include an Environmental Data Resources (EDR) Records Search and conduct a review of the GeoTracker sites and data bases to obtain information on the potential for encountering contaminated materials. As stated in the Request for Proposal, there may be soil contamination issues along the south side of NSMB. If it is determined that contamination may be encountered, a Phase I Environmental Site Assessment may be necessary, and a Scope of Work and Budget Augment would be required.

Hydrology and Water Quality: The EIR will provide an overview of any existing drainage systems and water quality treatment features that are in place to address water quality issues. CONSULTANT will also evaluate the project's compliance with National Pollutant Discharge Elimination System (NPDES) permit requirements, and the supporting technical reports will be provided in an appendix.

Land Use and Planning: CONSULTANT will describe the existing on-site and surrounding land uses based on a site visit; review of aerial photographs; and information provided in existing documentation. CONSULTANT will analyze the project's compatibility with and potential impacts on surrounding existing and planned (e.g. zoned or designated) land uses and assess the impact of potential development of existing City right-of-way due to project implementation. CONSULTANT will assess the consistency of the proposed project with relevant local planning documents, including the General Plan.

Noise: Based on the current project definition, the traffic volumes, mix, and speeds on NSMB would not change as a result of the project. Therefore, there would be no operational noise impacts. CONSULTANT describe construction methods and timing, quantities of demolition spoils, soil export and import, anticipated equipment use, and other project data related to noise impact. CONSULTANT will estimate existing ambient noise levels at sensitive receptors adjacent to North Santa Monica Boulevard from available traffic data. CONSULTANT will analyze the proposed project's noise impacts, addressing the issues described in the State of CEQA Guidelines Appendix G and in accordance with standards established in the City's General Plan and Noise Ordinance (Title 5, Chapter 1 of the Municipal Code). CONSULTANT will analyze impacts from construction noise and, if necessary, provide mitigation measures or conditions to assure compliance with the Noise Ordinance.

Public Services: Based upon input from City of Beverly Hills Police and Fire Departments CONSULTANT will provide an overview of existing Police and Fire access to NSMB. Specific requirements will be reflected in the Phase II Traffic Control Plans which require coordination with the emergency service providers to ensure that access is maintained and delays are minimized.

Recreation: The proposed project does not include an increase in residential uses and would not increase the demand for recreational facilities. However, there is the potential of reducing the acreage currently being used as the Beverly Gardens Park. CONSULTANT will assess the impacts of potential right-of-way expansion into Beverly Gardens Park, if proposed as part of the project, and will analyze impacts related to recreation.

Transportation/Traffic: Based on information in the traffic impact study, CONSULTANT will provide an overview of the existing circulation system and levels of service on affected streets. Information from the traffic impact study regarding the project's impacts on traffic and alternative transportation (e.g. transit, pedestrian, bicycle) will be incorporated into the EIR. It is assumed that the information will be sufficient for the EIR and that mitigation measures will be identified, if necessary.

Utilities and Service Systems: Using information on the utility infrastructure system available from the Project Team and through coordination with utility purveyors, CONSULTANT will assess potential impacts to utilities. It is assumed that preparation of a water supply analysis would not be required, as the Project would not increase long-term demand for potable water.

Alternatives: CONSULTANT will prepare alternative project scenarios, through consultation with the Project Team, for analysis in the EIR. As required by CEQA, the EIR alternatives must result in reduced environmental impacts. Each alternative will be evaluated and compared to the proposed project, and any other project designs previously considered can be discussed under a separate heading of "Alternatives Considered and Eliminated". This Scope of Work assumes that the alternatives will be qualitatively assessed and compared.

Cumulative Impacts: Based on information provided by the City, CONSULTANT will include a listing of reasonably foreseeable projects that may result in cumulative impacts with the proposed project. CONSULTANT will work with the City to ensure that the EIR is prepared at the appropriate level of detail and that pertinent projects in the project vicinity are included. The evaluation area for cumulative projects will vary depending on the technical issue to be addressed. For each technical section, the cumulative study area to be used for the assessment of the project's contribution to cumulative impacts will be identified.

Required CEQA Topics: The following CEQA-required sections will be prepared as a part of the EIR: Executive Summary; Long-Term Impacts and Significant Irreversible Environmental Changes; Growth-Inducing Impacts; References; and Preparers and Contributors.

Second Screencheck Draft EIR

Upon receipt of comments on the First Screencheck EIR submittal, CONSULTANT will review all comments, identify any conflicting comments/direction, seek clarifications from the City as necessary, and revise the document accordingly. A Response Log will be prepared to note any comments that require further clarification or explanation and to document how comments were addressed. CONSULTANT will electronically (i.e. PDF and Word) submit the Second Screencheck to the City for review and comment.

Approval Draft EIR and Public Review

Upon receipt of comments on the Second Screencheck, CONSULTANT will review all comments, identify any conflicting comments/direction, seek clarifications from the City as necessary, and revise the document accordingly. An "Approval Draft" electronic copy (i.e. PDF and Word) of the Draft EIR will be provided to the City for confirmation that all comments have been appropriately incorporated based on prior coordination and for final approval prior to reproduction and public distribution. This Scope of Work assumes that any additional revisions would be minimal, with no new or substantive analytic revisions to the document required.

CONSULTANT will be responsible for finalizing the EIR and providing 10 hardcopies and 50 CDs of the EIR to the City of distribution. This Scope of Work assumes that the City will prepare the mailing list, the Notice of Availability (NOA), and the Notice of Completion (NOC), and will post NOA with the County Clerk (and local newspapers) and circulate the notices and EIR for public review. Additionally, upon project approval, it is assumed that the City will prepare the Notice of Determination (NOD) to be filed with the County Clerk and the State Clearinghouse, and will be responsible for all filing fees.

Responses to Comments

Upon the close of the public review period, CONSULTANT will review all comments received on the Draft EIR and will organize the comments for distribution to Project Team members, as necessary. CONSULTANT will coordinate with the City on the approach to preparing the Responses to Comments. For any repeating comments, topical responses will be prepared.

CONSULTANT will prepare written Responses to Comments that raise significant environmental issues; the preliminary draft responses to comments will be electronically submitted to the Project Team for review. The document will include an introduction, list of commenters, and copies of all comments. This proposal assumes a total of 60 hours of technical staff time will be needed to develop adequate responses and to prepare the Response to Comments documentation. Once comments from the Project Team are received, revisions will be made accordingly and a second draft will be submitted to the City for review. Upon receipt of comments, the approval draft will be submitted (in both clean and "track change" format) for approval to print. Four hardcopies and CDs will be provided to the City.

Mitigation Monitoring and Reporting Program

In compliance with Section 21081.6 of the Public Resources Code, CONSULTANT will prepare a Mitigation Monitoring and Reporting Program (MMRP) for adoption at the time of the Final EIR. The MMRP ensures compliance with adopted mitigation requirements during Project implementation. The MMRP will be prepared in a matrix format and will provide the timing and entity responsible for each mitigation measure. A draft MMRP will be electronically submitted to the City for review and comment. Once comments are received, revisions will be made accordingly and the approval draft will be submitted (in both clean and "track change" format) to the City for approval to print. Only one round of review/comment is anticipated prior to finalization of the document. Four hardcopies and CDs will be provided to the City.

Findings of Fact and Statement of Overriding Considerations

CONSULTANT will prepare a draft Findings of Fact and a Statement of Overriding Considerations for use by the City for review and comment. It is assumed that the City will provide an example Findings document to use as a template. Once comments are received, revisions will be made accordingly and the approval draft will be

submitted (in both clean and "track change" format) to the City for approval to print. Only one round of review/comment is anticipated prior to finalization of the document. Four hardcopies and CDs will be provided to the City.

Meetings and Project Management

Meetings

In addition to attendance at one project initiation meeting and the Scoping Meeting, this Scope of Work assumes attendance at four working/progress meetings with the Project Team and four Planning Commission and City Council hearings for the project. At public hearings, CONSULTANT will be available to answer questions on the EIR and environmental analysis. A total of 30 hours of Project Manager meeting and preparation time and 10 hours of Principal time have been budgeted in this task.

Project Management

Throughout the CEQA process, CONSULTANT will maintain regular telephone and email communications with the Project Team, as appropriate, to discuss the status of the Project or environmental issues as they arise. CONSULTANT will be responsible for managing the CEQA process for the City. This includes ongoing coordination with the City and other team members, as needed, to ensure compliance with the Scope of Work and schedule, and to ensure that Project information is being disseminated in a timely manner. This task also includes internal administrative coordination and invoicing tasks. Up to 50 hours of project management time is assumed for this Scope of Work.

3B. Optional Additional Technical Support for EIR (Budget)

In the event that Task 3A. Environmental Impact Report Preparation is elected, the scope of the traffic and utility studies will be expanded to consider the anticipated impacts. CONSULTANT has proposed a budget that may include these expanded studies and the associated technical consulting to support responses to comments. CONSULTANT will prepare and submit a detailed scope of services for approval upon identification of the considered concepts.

Phase II

Phase II work shall not commence until after the City Council accepts the Final Report and a notice to proceed is provided by the City Manager to CONSULTANT.

CONSULTANT's team will develop and prepare PS&E for improvements to the corridor. Improvements will include new pavement, curb, gutter, sidewalk, street lighting, landscape and irrigation based on the approved concepts from Phase I. Plans will be prepared on City provided title blocks using the most recent City and Public Works Construction Standards and details.

1. Plans, Specifications, and Estimate of Probable Construction Cost (PS&E)

CONSULTANT will prepare PS&E as described below and submit for review and approval at the 35%, 60%, 90% and Final completion as detailed below:

Plan and Profile Street Improvement Drawings

Preparation of these plans will include the following components:

Exhibit A, page 15

- Establish street centerline control and stationing for future construction layout
- Verify street cross-section dimensional elements including lane width, curb to curb dimensions, and cross slope criteria
- Review curb radius criteria with City for intersection returns
- Calculate geometric layout for curb lines including transitions to join conditions
- Review geometric layout with City for consistency with design elements and standards
- Develop design cross sections to be used to establish street cross slope and longitudinal profiles of centerline and curb lines
- Establish final centerline and curb line profiles and cross sectional elements

These 20-scale plan and profile drawings will provide the overall horizontal and vertical control that will be used to develop the detailed 10-scale detailed plans for intersection improvements.

Detailed Plans for Intersections

These drawings will provide detailed finished surface elevations and details for construction of intersections. Specific elements and activities associated with these drawings include:

- Provide detailed elevations for the vertical control of intersection improvements
- Verify “riding line” profiles for transitional areas at the approach and departure zones for intersections
- Establish detailed finished surface elevations for sidewalk areas including ADA transitions to intersections
- Identify catch basin locations and details for new catch basins and relocated basins at intersections
- Sections and construction details will be included as required with each of these drawing elements

Plan and Profile Storm Drain Improvement Drawings

These 20-scale precise paving drawings will be based on the findings of Phase I and will include:

- Plan and profile drawings to describe new alley discharge from the 11 north-south alleys between Crescent Drive and Carmelita Avenue (approximately 100 LF each)
- Plan and Profile drawings for the five main-line drains within/crossing NSMB as identified in Psomas' 2001 Storm Drain Master Plan
 - 200 LF of 39-Inch Storm Drain perpendicular to NSMB at North Linden Drive
 - 400 LF of 27-inch Storm Drain parallel to NSMB between North Canon Drive and North Rexford Drive
 - 75 LF of 39-inch Storm Drain perpendicular to NSMB at North Elm Drive
 - 400 LF of double 5"x4" box perpendicular to NSMB at North Arden Drive
 - 400 LF of 42-Inch Storm Drain perpendicular to NSMB at Alta/North Palm Drive
- Plans, sections, and details to describe post-construction sustainable stormwater management measures to be constructed as a part of the project

Signing and Striping Plans

Signing and striping plans along North Santa Monica Boulevard within the project limits will be prepared. The plans will include all existing, removal and proposed striping and signing in the project area, and will conform to the requirements of the City. New striping will be designed per City and Caltrans Standards and Specifications, while all the new signs will be in conformance with the 2012 California MUTCD standards. The plans will include all notes and details for the removal of old / conflicting striping or pavement markings; removal of dilapidated / non-standard signs; and installation of new striping, pavement markings and signs within the project area. The plans will also provide detail dimensions of lane widths, pocket lengths, and striping transitions for changes in striping alignments or where the existing stripes are joined. These plans will be prepared at a scale of 1"=40'.

Street Lighting Plans

CONSULTANT will prepare street lighting plans for the new street lighting system. The plans will conform to the requirements of the City. The new lighting will be reflective in character of the existing poles (as determined in Phase I). The plans will include all notes and details for the construction of a complete street lighting system with new poles, mast arms, luminaires, conduits, conductors, and pull boxes. Any changes to the lighting circuit loading and pole locations will be checked for allowable voltage drop and circuit load capacities. Illumination calculations will be performed to ensure the roadway meets the minimum lighting requirements. If additional electrical service feeds are required, CONSULTANT will coordinate closely with Southern California Edison to obtain new service points.

Landscape, Irrigation, Landscape Lighting, Bus Shelter, and Street Furniture Plans

CONSULTANT will prepare landscape and urban design related plans to accompany and integrate with the roadway, traffic, and storm drain improvements.

Traffic Control Plans

CONSULTANT will incorporate construction phasing schedule, construction staging diagrams and associated traffic control/detour requirements (approved under Phase I) into Final Plans.

CONSULTANT will prepare detailed traffic control plans and detour plans, to be implemented by the Contractor during construction to provide safe and efficient work zones for both the Contractor and the public.

The plans will clearly show the work area, and will include pertinent information such as existing signing and striping, placement of delineators, barricades, construction signs, warning signs and proper lengths of lane merge or shift, that will enable the Contractor to accurately and safely set up a traffic control zone at the worksite. The designs will also include all of the details and notes necessary and will follow the local and national guidelines for traffic control, including the California MUTCD, and Work Area Traffic Control Handbook (WATCH).

Storm Water Pollution Prevention Plan (SWPPP)

The Construction General Permit (CGP) requires that all construction-related stormwater discharges associated with NSMB be permitted under the CGP and have a fully developed site SWPPP on-site prior to beginning any soil disturbing activities. The SWPPP will include the information needed to demonstrate compliance with all the requirements of the CGP. The SWPPP document will be written by a Qualified SWPPP Developer (QSD) and will include a worksite erosion control plan. CONSULTANT will prepare and submit a Notice of Intent (NOI) and Vicinity Map to the SWRCB. CONSULTANT will prepare the SWPPP in conformance with the State Water Resources Control Board, Order No. 2009-0009-DWQ, and General Permit No. CAS000002.

Specifications

CONSULTANT will prepare the Project Manual to include:

- Notice to Bidders
- Proposal Form
- Specifications
 - Special Provisions section of the Specifications will reflect the plans. The Special provisions will supplement the 2012 Edition of the Standard Specifications for Public Works Construction (Greenbook), with all revisions
- Standard Contractual Requirements (SCR)

Construction Cost Estimate

CONSULTANT will prepare an engineer's estimate of probable construction cost to be included and updated with the 35%, 65%, 90% and Final submittals. The estimate details will be presented in CSI Divisions (unless the City prefers otherwise) inclusive of general conditions, material quantities, unit costs of labor, Contractor's overhead and profit, bond and insurance, construction contingency, and escalation to the mid-point of construction.

Submittals

CONSULTANT will submit plans for review and approval at the following milestones. CONSULTANT will submit the quantity specified by the City. The cost for printing and delivery of submittals will be invoiced as a reimbursable expense.

- A. 35% plans and Engineer's estimate of probable construction cost
- B. 65% plans, draft specifications, and Engineer's estimate of probable construction cost
- C. 90% Plans, specifications, and Engineer's estimate of probable construction cost
- D. Final Plans, specifications, and Engineer's estimate of probable construction cost

CONSULTANT will distribute 35%, 65% and 90% Plans to potentially affected agencies and utility owners for review and comment, clearly delineating existing and proposed utilities in current and final locations and clearly identifying all utility conflicts. CONSULTANT will incorporate comments and information provided by the affected agencies and utility owners into the Plans and Specifications. CONSULTANT will coordinate with impacted franchise utility owners for all necessary utility relocation work (pre- or post-construction) and include the cost of said relocations in CONSULTANT's Engineer's estimate of probable construction cost. CONSULTANT will request, review, and assimilate comments from City, Police, Fire and other impacted City departments.

CONSULTANT will submit CONSULTANT's documents in accordance with the City's specific standards for electronic deliverables.

E. Optional Traffic Signal and Interconnect Plans

In the event that the elected project concept from Phase I includes a widening to NSMB that results in impact to the existing signals and signal interconnect, CONSULTANT will prepare traffic signal modification plans at locations where the existing traffic signal facilities are impacted by the project (e.g., due to roadway widening). If required, the signal and interconnect plans will be submitted as a part of the regular submittals at 35%, 65%, 90%, and Final. If widening is elected, traffic signal modification plans may be required at any or all of the following intersections on North Santa Monica Boulevard:

- *Moreno Drive (City of Los Angeles' signal)*
- *Wilshire Boulevard*
- *Roxbury Drive*
- *Bedford Drive*
- *Camden Drive*
- *Rodeo Drive*
- *Beverly Drive*
- *Canon Drive*
- *Crescent Drive*
- *Rexford Drive*
- *Beverly Boulevard / Palm Drive*
- *Doheny Drive (City of West Hollywood signal)*

All the traffic signal modification plans prepared for this project will conform to the standards, formats, and requirements of the City. In addition, the plans will be designed per Caltrans Standard Plans,

Caltrans Specifications, and the 2012 California Manual on Uniform Traffic Control Devices (MUTCD). The plans will include all existing, removal and proposed traffic signal facilities, accompanied by detail general and construction notes, pole and conductor schedules, existing and proposed phase diagrams, and necessary details for the construction of a modified traffic signal system. Proposed facilities might include, but are not limited to, new/modified poles, mast arms, luminaires, controller, detection, pull boxes, conduits, pedestrian push buttons, vehicular and pedestrian signals. One sheet will be prepared for each intersection showing the complete design of the signal at a scale of 1"=20'.

If it is determined that the interconnect pull boxes and conduits are also affected by the roadway widening, CONSULTANT will prepare plans for the relocation/reinstallation of the traffic signal interconnect system within the project limits. CONSULTANT's design will include connection and splicing details at each signalized intersection. These plans will be prepared at a scale of 1"=40' and will conform to the requirements of the City and Caltrans.

2. Permitting and Agency Coordination

CONSULTANT will coordinate with the County of Los Angeles and/or the State of California (as required) for processing of storm drain connection permits, standard urban stormwater mitigation plans, stormwater pollution prevention plans, and NOI to discharge under the General Construction Permit. Identified permit requirements will be discussed with the City, and implementation established and incorporated during appropriate phases of the project. Application fees will be paid by the City directly or by CONSULTANT and then reimbursed by the City.

3. Bid and Award Support

- Draft Responses to Requests for Information (RFI) and/or Clarification (RFC)
- Prepare Bid Addenda Documents where necessary
- Attend Pre-Bid meeting

4. Construction Administration and Project Closeout Support

A. Construction Administration and Project Closeout for Base Improvements

- Attend Pre-Construction meeting and prepare minutes
- Provide review and approval of all submittals, Shop Drawings, RFI's and Change Order Requests required by the construction contract and provide supplemental documents for clarification or resolution of conflicts encountered during construction. Ensure that all specified submittals are responsive to the intent.
- Provide periodic on-site observation during construction to maintain awareness of the project development and project schedule and to observe conformance with the contract documents and the approved construction mitigation plans
- Develop punch lists and recommendations to the City for substantial completion date and acceptance of all corrective and completion work by the contractor
- Prepare "As Built" drawings and submit both in electronic format and hard copy. Mylar costs will be invoiced as a reimbursable cost.
- Attend regularly scheduled meetings to discuss the Project with the City and Contractor

B. Construction Administration and Project Closeout for Optional Traffic Signal and Interconnect Improvements

In the event that a widening alternative is elected as a part of Phase I resulting in design and reconstruction of existing signals and interconnect CONSULTANT will provide similar services as described above in 4A for these improvements.

5. Small Potholes (Budget)

After a concept has been agreed upon in Phase I CONSULTANT will determine the locations at which the existing utilities appear to be in conflict based on the record drawing based utility mapping. CONSULTANT will perform vacuum extraction potholing at these locations to locate the horizontal and vertical alignments of the utilities in conflict with the proposed improvements. The potholes will be backfilled with the material that is exhumed from the pothole, compacted and perm-a-patched. At the completion of the work, a potholing report will be prepared with photographs, documenting the location, utility, depth to top of facility, size, material, and soil conditions.

6. Construction Staking

A. Roadway Improvements

- Provide one (1) set of stakes for saw-cutting. Stakes will be set along the saw-cut line at angle points and approximately 50-foot intervals in tangent sections and 25-foot intervals in curves. Since it is anticipated that the project will be phased in thirds (longitudinally), one (1) set of lines will be provided on the north side of the roadway and another set on the southern side of the roadway. Staking shall be performed in a minimum of four hour increments with an available minimum of 1,200 LF.
- Provide one (1) set of stakes for approximately 37 catch basins. Stakes will be set on a convenient offset to curb face at the inside and outside face of box with grades to top of curb. Local depressions will be staked at the time of final curb staking.
- Provide one (1) set of stakes for storm drain construction as called out in the RFP. Stakes will be set on a convenient offset to centerline of pipe at approximately 25-foot intervals with cuts to invert grade.
- Provide one (1) set of stakes for curb construction. Stakes will be set on a convenient offset to face of curb at approximately 25-foot intervals with cuts and fills to top of curb. Staking shall be performed in a minimum of four hour increments with an available minimum of 600 LF.
- Provide one (1) set of stakes for curb returns. Four (4) stakes and one (1) radius point per return will be provided on a convenient offset to curb face with cuts and fills to top of curb grade.
- Provide one (1) set of grade stakes on a convenient offset for grading the interim join conditions and along centerline due to the construction being done in longitudinal sections. Stakes will be set at approximately 50-foot intervals with grades to finish surface.

B. Miscellaneous Utilities (Budget)

CONSULTANT has budgeted to provide one (1) set of stakes for miscellaneous relocated utility construction such as fire hydrants, street lights, vaults, etc. A budget of 40 hours has been allocated due to the unknown magnitude of relocated utilities.

7. Monument Perpetuation

Pursuant to state law (Section 8771 of the Professional Land Surveyor's Act), the location of the various street centerline monuments and their respective tie points that will be destroyed or disturbed during construction must be perpetuated. This will include 25 street intersections and four (4) alleys.

- After Phase II, and prior to construction, CONSULTANT will have a clear understanding of which monuments of record will be either destroyed or disturbed during construction. When this is determined, CONSULTANT will dispatch its survey crews to the impacted intersections to locate, record, and document the location of the existing and missing monuments.
- After construction is complete, CONSULTANT will return to the affected locations and re-establish the monuments or tie points that are missing. The previously recorded Record of Survey is used as the basis for this replacement process and will include, at a minimum, four (4) tie points for each centerline

monument. This information will then be documented in the form of Tie Note Books that will be prepared for each intersection and submitted to the City of Beverly Hills for filing.

CONSULTANT's efforts will require two (2) field crew hours per intersection for the pre-construction work and two (2) hours per intersection for the post-construction work.

Optional Services. The City Manager must provide to Consultant a notice to proceed prior to commencing any of the optional services listed in this Agreement.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONSULTANT for the work described in Exhibit A an amount not to exceed One Million Eight Hundred Ninety Thousand Four Hundred Thirty Dollars (\$1,890,430), including reimbursable expenses in accordance with the fee schedule as follows:

FEE SCHEDULE:

Phase I

	<u>Task</u>	<u>Fee</u>
1.	Project Management and Outreach Plan	
A)	Refine Scope and Schedule	\$ 9,980
B)	Outreach Plan	7,780
C)	Public Meetings	55,122
2.	Pre-Design Report	
A)	Existing Conditions	128,939
B)	Concept Development and Analysis.....	29,586
C)	Refine Concepts.....	40,418
D)	Recommendations and Draft Report	31,482
E)	Final Report.....	37,840
F)	Initial Environmental Consulting	23,000
G)	Supplemental Survey and Mapping (Budget).....	25,000
H)	OPTIONAL SERVICE Environmental Field Testing.....	19,000
3. A)	OPTIONAL SERVICE Environmental Impact Report (EIR) Preparation (Budget)	145,000
B)	OPTIONAL SERVICE Additional Technical Support for EIR (Budget)	140,000
	Subtotal - Phase I Fees	\$693,147
	Phase I Reimbursable Expenses	\$ 25,500
	Subtotal Phase I Fees and Reimbursable Expenses	\$718,647

Phase II

	<u>Task</u>	<u>Fee</u>
1.	Plans, Specifications, & Estimate	
A)	35% PS&E.....	\$ 266,677
B)	65% PS&E.....	200,008
C)	90% PS&E.....	133,338
D)	Final PS&E.....	66,669
E)	OPTIONAL SERVICE Traffic Signal and Interconnect Plans	95,820
2.	Permitting and Agency Coordination	16,980
3.	Bid and Award Support	13,380
4. A)	Construction Administration and Project Closeout Support.....	112,516
B)	OPTIONAL SERVICE Traffic Signal & Interconnect CA &Closeout Support.....	15,200
5.	OPTIONAL SERVICE Small Potholes (Budget)	15,000
6. A)	Survey - Construction Staking.....	144,175
B)	Survey - Utility Staking (Budget).....	15,000
7.	Survey - Monument Perpetuation.....	42,520
	Subtotal - Phase II Fees	\$1,137,283
	Phase II Reimbursable Expenses	\$ 34,800
	Total Phase II Fees and Reimbursable Expenses	\$1,172,083

Total Phase I Fees and Reimbursable Expenses	\$ 718,647
Total Phase II Fees and Reimbursable Expenses	<u>\$1,172,083</u>
Total Phase I and II Fees and Reimbursable Expenses	\$1,890,730
Total Phase I and II Fees	\$1,830,430
Total Phase I and II Reimbursable Expenses	<u>60,300</u>
Total Phase I and II Fees and Reimbursable Expenses	\$1,890,730

Optional Services. The City Manager must provide to Consultant a notice to proceed prior to commencing any of the optional services listed in this Agreement.

Phase II work. Phase II work shall not commence until after the City Council accepts the Final Report and a notice to proceed is provided by the City Manager.

Reimbursable Expenses: Reimbursable expenses shall be paid on a *Time and Materials* basis. If additional budget is determined necessary to complete the project, CITY's written authorization will be obtained prior to exceeding the budgeted fees. Costs other than time charges are based on usage. Therefore, the costs of blueprints, messenger services, transportation and other specific job-related costs will be charged in accordance with CONSULTANT's current fee schedule. Mileage at current IRS allowable rate and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost plus fifteen percent.

Hourly Rates: The rates listed below will be for straight time. Overtime will be charged at 150% of the standard hourly rate. Sundays and holidays will be charged at 200% of the standard hourly rates.

Office Services:

\$ 65 - \$ 90	Project Assistants
\$100 - \$135	Drafters and Design Drafters
\$105 - \$155	Surveyors and Project Surveyors
\$105 - \$160	Civil Engineering Designers and Engineers
\$115 - \$155	Planners, Assistant Planners and Senior Planners
\$150 - \$180	Project Engineers and Senior Project Engineers
\$150 - \$230	Project Management, Directors
\$200 - \$250	Principals

Field Services*:

\$152	Field Engineer
\$175	One-Person Survey Party
\$242	Two-Person Survey Party
\$340	Three-Person Survey Party

* Hourly rates for field survey parties include normal usage of electronic distance measuring equipment and survey vehicle expenses. Per Diem is calculated at current State Department of Transportation rates (or other appropriate Agency rate). Fees will be increased yearly on October 1, as granted under the current IUOE Local #12 Master Labor Agreement.

Contingency: In the event CITY requests Additional Services for services outside the scope set forth in Exhibit A, the fee shall be based on the hourly rates set forth below in writing, but shall not exceed Fifty Thousand Dollars (\$50,000).

Total fee, including Reimbursable Expenses and Contingency under this Agreement shall not exceed One Million Nine Hundred Forty Thousand Seven Hundred Thirty Dollars (\$1,940,730).

CONSULTANT shall submit an itemized statement to CITY on a CITY approved form for its services performed monthly, which shall include documentation setting forth in detail a description of the services rendered and the hours of service. CITY shall pay CONSULTANT within forty-five (45) days of receipt of same provided services were satisfactorily rendered.

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

ADDRESS

A.
B.
C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION 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"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

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
 TITLE : _____
 AGENCY : _____ Address : _____

Exhibit C

ATTACHMENT 5

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND PSOMAS FOR DESIGN
SERVICES FOR THE NORTH SANTA MONICA BOULEVARD
RECONSTRUCTION PROJECT

NAME OF CONSULTANT: Psomas

RESPONSIBLE PRINCIPAL OF CONSULTANT: Jeffrey Chess, Vice President/Principal

CONSULTANT'S ADDRESS: 555 S. Flower Street, Suite 4300
Los Angeles, CA 90071

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Mark Cuneo, City Engineer

COMMENCEMENT DATE: July 19, 2016

TERMINATION DATE: Upon satisfactory completion of all work
required under this Agreement as
determined by CITY

CONSIDERATION: Original Agreement: Not to exceed
\$1,940,730

Amendment No. 1: Not to exceed \$100,000
(includes contingency) as more specifically
described in Exhibit B

Original Agreement and Amendment No. 1:
Total not to exceed \$2,040,730

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND PSOMAS FOR DESIGN SERVICES
FOR THE NORTH SANTA MONICA BOULEVARD
RECONSTRUCTION PROJECT

This Amendment No. 1 is to that certain Agreement dated June 4, 2013 and identified as Contract No. 197-13 (the "Agreement"), between the City of Beverly Hills, a municipal corporation ("CITY"), and Psomas, (hereinafter called "CONSULTANT") for design services, copies of which are on file in the Office of the City Clerk.

RECITALS

A. CITY entered into a written agreement with CONSULTANT to perform design services for the North Santa Monica Boulevard reconstruction project.

B. CITY and CONSULTANT desire to amend the scope of work to include construction administration and project closeout support, and compensate CONSULTANT for such services.

NOW, THEREFORE, the parties agree as follows:

Section1. The Consideration shall be amended as set forth on the cover page.

Section2. The Termination Date shall be amended as set forth on the cover page.

Section 3. Attachment 1 to Exhibit A of the Agreement "Additional Scope of Services" is hereby added as attached hereto and incorporated herein.

Section 4. Attachment 1 to Exhibit B of the Agreement, "Schedule of Payment and Rates" is hereby added as attached hereto and incorporated herein.

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

EXECUTED the ____ day of _____, 2016.

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: PSOMAS

JEFFREY CHESS
Vice President/Principal

[Signatures continue]

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

MARK CUNEO
City Engineer

SHARON L'HEUREUX DRESSEL
Interim Risk Manager

ATTACHMENT 1 TO
EXHIBIT A
ADDITIONAL SCOPE OF WORK

CONSULTANT shall provide the following additional engineering and construction support services in connection with the North Santa Monica Boulevard Reconstruction Project ("Project") as follows:

Construction Administration and Project Closeout Support

Construction Administration and Project Closeout for Base Improvements

- Attend Pre-Construction meeting and prepare minutes
- Provide review and approval of all submittals, Shop Drawings, RFI's and Change Order Requests required by the construction contract and provide supplemental documents for clarification or resolution of conflicts encountered during construction. Ensure that all specified submittals are responsive to the intent.
- Provide periodic on-site observation during construction to maintain awareness of the project development and project schedule and to observe conformance with the contract documents and the approved construction mitigation plans
- Develop punch lists and recommendations to CITY for substantial completion date and acceptance of all corrective and completion work by CONSULTANT
- Prepare "As Built" drawings and submit both in electronic format and hard copy. Mylar costs will be invoiced as a reimbursable cost.
- Attend regularly scheduled meetings to discuss the Project with CITY and CONSULTANT

ATTACHMENT 1 TO
EXHIBIT B
SCHEDULE OF PAYMENT AND RATES

Labor	Construction Administration and Project Closeout Support		
	Rate	Hours	Amount
Project Manager	\$210.00	174	\$36,540.00
Project Engineer	\$165.00	174	\$28,710.00
Designer	\$100.00	261	\$26,100.00
Total Labor Cost			\$91,350.00
* Contingency			\$8,650.00
Total			\$100,000.00

*Contingency funds for unanticipated services and reasonable reimbursable expenses such as for Mylar costs.