



## AGENDA REPORT

**Meeting Date:** October 4, 2016  
**Item Number:** D-8  
**To:** Honorable Mayor & City Council  
**From:** Ryan Gohlich, AICP, Assistant Director of Community Development / City Planner  
**Subject:** AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RINCON CONSULTANTS, INC. FOR THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION FOR THE PROPOSED "MEDIA CENTER" PROJECT AT 100 NORTH CRESCENT DRIVE  
**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council approve an agreement between the City of Beverly Hills and Rincon Consultants, Inc., including authorization of the requisite purchase order for consulting services to prepare environmental documentation for the proposed creation of an Entertainment Office Planned Development Overlay Zone.

### **INTRODUCTION**

The City has received an application for the creation of an "Entertainment Office Planned Development Overlay Zone" to allow renovations and additions to an existing office building at 100 North Crescent Drive, at the corner of North Crescent Drive and Wilshire Boulevard. The project would include expanding the existing building's floor area by approximately 56,000 square feet, largely through the addition of two new stories, increasing the height from three stories to five. In addition to new office space, the project would introduce restaurant space and expanded outdoor terrace space to the building. The project includes a request for a General Plan Amendment, Zone Text Amendment, Planned Development Permit, and potentially a Development Agreement for the City to apply a new proposed "Entertainment Office Planned Development Overlay Zone" to the site to allow greater height and floor area ratio than currently allowed in the C-3 Commercial Zone.

### **DISCUSSION**

Rincon Consultants, Inc. is an environmental consulting firm that has prepared environmental documents for the City Beverly Hills and other municipalities. The scope of work, attached to the contract, calls for the preparation of an Environmental Impact Report (EIR), as required by the California Environmental Quality Act (CEQA), to assess any potential environmental impacts resulting from the project.

All costs associated with this contract are borne by the project applicant. The cost for this analysis is \$143,629. The applicant has deposited the full amount of the contract, and has also deposited the City's required 15% contract administration fee and a \$50,000 legal deposit.

**FISCAL IMPACT**

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

  
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Approved By  
Susan Healy Keene, AICP

**ATTACHMENT 1**  
**AGREEMENT**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND RINCON CONSULTANTS, INC. FOR THE  
PREPARATION OF ENVIRONMENTAL DOCUMENTATION  
FOR THE PROPOSED "MEDIA CENTER" PROJECT AT 100  
NORTH CRESCENT DRIVE

NAME OF CONSULTANT:	Rincon Consultants, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Joe Power, Project Manager
CONSULTANT'S ADDRESS:	180 North Ashwood Avenue Ventura, California 93003 Attention: Joe Power, AICP, Principal and Planning Manager
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Susan Healy Keene, AICP, Director of Community Development
COMMENCEMENT DATE:	Upon receipt of written Notice to Proceed
TERMINATION DATE:	As described in Section 2 of the Agreement
CONSIDERATION:	Not to exceed \$143,629 as described in Exhibits B-1 and B-2

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND RINCON CONSULTANTS, INC. FOR THE  
PREPARATION OF ENVIRONMENTAL DOCUMENTATION  
FOR THE PROPOSED "MEDIA CENTER" PROJECT AT 100  
NORTH CRESCENT DRIVE

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

RECITALS

A. The proposed project involves renovations and additions to an existing office building at the corner of N. Crescent Drive and Wilshire Boulevard in CITY's Business Triangle area ("Project"). The Project site is surrounded by office and hotel uses to the west, south and east, and residential development to the north and northeast.

B. The building's floor area would be expanded by approximately 56,000 square feet, largely through the addition of two new floors, increasing the height from three stories to five. In addition to new office space, the Project would introduce restaurant space and expanded outdoor terrace space to the building.

C. The Project includes a request for CITY to apply a new proposed "Entertainment Office Planned Development Overlay Zone" to the site to allow greater height and floor-area-ratio than currently allowed in the C-3 Commercial District.

D. CONSULTANT represents that it is professionally qualified to prepare environmental documents that are required for the Project in compliance with CEQA and the local guidelines ("CEQA Documentation") including an initial study and Environmental Impact Report ("EIR"). CONSULTANT has submitted a proposal to prepare CEQA Documentation for the Project.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services.

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

(b) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the services described in Exhibit A. No additional services shall be rendered by CONSULTANT unless such services are first authorized by the City Manager or his designee in writing. CITY may, at its option, require CONSULTANT to print and furnish additional copies of the Environmental Documentation (the

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

Section 2. Time of Performance. Upon written Notice to Proceed by CITY, CONSULTANT shall commence the performance of the services set forth in this Agreement. CONSULTANT shall submit the deliverables required by this Agreement in accordance with the schedule set forth in Exhibit A of this Agreement and complete the performance of all the services required by this Agreement upon expiration of the statutory period to challenge the Notice of Determination (CEQA Guidelines Section 15112). CONSULTANT shall not be responsible for delays caused by reasons beyond its control.

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

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

Section 5. Successors and Assigns. This Agreement covers professional services of a specific and unique nature. CONSULTANT shall have no right to assign, or attempt to assign, any portion of this Agreement without prior written approval of CITY

Section 6. Responsible Principal(s)

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

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

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

Section 8. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict

in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the services required by this Agreement.

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

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

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

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

(g) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(h) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the

policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

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

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

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

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

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

Section 14. Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the

scope of work requested by CONSULTANT must be made by amendment in writing and approved by both parties.

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

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

Section 16. Proprietary Information.

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

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

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

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

Section 17. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all Project data, documents, proceedings, and activities.

Section 18. Subconsultants. CONSULTANT at its own cost and expense may retain registered professional engineers or other special consultants to furnish any specialized data required in the preparation of the Documentation. In the event CONSULTANT determines that a subconsultant must be retained to perform any of the services required by this Agreement, CONSULTANT shall obtain prior written approval of CITY.

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

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

Section 21. Accomplishment of the Work. Time is of the essence for each and every provision of this Agreement. CONSULTANT shall commence, carry on, and complete the services required by this Agreement with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and standards. In the event that there were any significant changes in the applicable laws and standards after commencement of this Agreement which were not contemplated by the parties hereto which substantially change the scope of work required by CONSULTANT hereunder, the parties shall negotiate an appropriate amendment to the scope of work and compensation based upon the reasonable amount of time required to complete such additional work in accordance with such new laws or standards, subject to CITY's right to terminate this Agreement pursuant to Section 11.

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

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

Section 24. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

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

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

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 201\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

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

ATTEST:

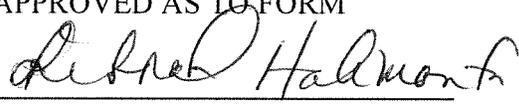
\_\_\_\_\_  
BYRON POPE  
City Clerk

CONSULTANT:  
RINCON CONSULTANTS, INC.

  
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JOE POWER  
Vice President/Principal

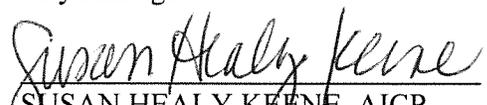
  
\_\_\_\_\_  
LACRISSA DAVIS  
Chief Financial Officer

APPROVED AS TO FORM

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

  
\_\_\_\_\_  
SUSAN HEALY KEENE, AICP  
Director of Community Development

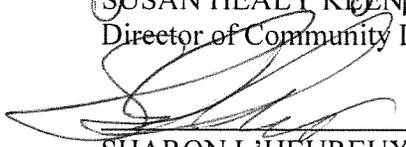
  
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SHARON L'HEUREUX DRESSEL  
Interim Risk Manager

EXHIBIT A  
SCOPE OF SERVICES

CONSULTANT shall provide the following services to CITY in connection with the Media Center project at 100 North Crescent Drive (“Project”):

CONSULTANT shall draft an EIR for the Project. The objective of the Scope of Work outlined below is to produce an EIR that meets State and CITY CEQA requirements.

1. **Kickoff Meeting** – CONSULTANT shall attend a kickoff meeting with CITY staff and, if warranted, the applicant, as soon as practical after authorization to proceed. This meeting shall serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules shall be finalized, and details for scheduled tasks shall be discussed. Consultant’s team shall use this opportunity to collect any relevant studies and information not already transmitted.
2. **Administrative Draft Initial Study (or “IS”) and Notice of Preparation (“NOP”)** – CONSULTANT shall prepare an internal review (administrative) Draft IS using the latest CEQA *Guidelines* and the CITY’s standard IS format. The Administrative Draft IS shall address all of the items on the environmental checklist. Checklist conclusions shall be supported by data and analysis. Where applicable, impacts shall be quantified.

CONSULTANT shall also prepare the NOP, which shall be circulated to the State Clearinghouse and concerned agencies/parties along with the Initial Study. CONSULTANT shall submit electronic copies of the Administrative Draft IS and NOP in PDF and Word format. After CITY review and CONSULTANT revisions, CONSULTANT shall provide one electronic copy and up to 20 bound paper copies of the final IS-NOP. CONSULTANT shall also fill out the Notice of Completion form (“NOC”) and transmit the required forms and copies of the IS-NOP to the State Clearinghouse and the County Clerk. CITY will be responsible for mailing copies and notices to responsible agencies and other interested parties, as well as other desired noticing such as newspaper ads or radius labels.

3. **Scoping Meeting** – The Project does not require a scoping meeting pursuant to the CEQA *Guidelines*. However, if the CITY chooses to hold a scoping meeting to allow additional public input opportunities, CONSULTANT shall manage and participate in an EIR scoping meeting during the 30-day NOP circulation period. The purpose of the meeting shall be to introduce the community to the proposed Project, provide an overview of the EIR process, and obtain input on the EIR scope of work, including special concerns about environmental issues and ideas that may contribute to the formulation of alternatives. Input shall be formally recorded during the meeting, and comment sheets shall be available for attendees to provide additional thoughts after the meeting date. CONSULTANT shall provide suggestions for work scope adjustments based on meeting outcomes if warranted.
4. **Administrative Draft EIR** – CONSULTANT shall prepare an Administrative Draft EIR for CITY review.

The Administrative Draft EIR shall include the following:

Executive Summary - This section shall summarize the Project and associated environmental consequences. Impacts and mitigation measures shall be presented in tabular format to simplify review by decision-makers and the general public.

Project Description - This section shall include descriptions of the Project site and its location, Project characteristics relevant to the analysis, Project objectives, and required discretionary approvals. The Project description shall include textual, tabular, and graphic presentation.

Introduction and Environmental Setting - These introductory sections (required by CEQA) shall lay the groundwork for and summarize the substantive analysis to follow. The introduction shall describe the purpose and legal authority of the study, and provide a discussion of lead, responsible, and trustee agencies. The environmental setting shall provide a general description of the existing character of the Project site and the Project vicinity.

Environmental Impact Analysis - This section shall analyze impacts determined in the IS to be potentially significant. As discussed below under Technical Approach to Environmental Issues, CONSULTANT's preliminary assessment is that these shall likely include aesthetics, air quality, cultural resources, greenhouse gas emissions, land use and planning, noise, and traffic. Each issue area analysis shall include four main components:

- Setting (description of current conditions with respect to the issue area in question, including the existing regulatory environment)
- Impact analysis (discussion of potentially significant effects of the Project; impacts are typically compared to established "thresholds of significance")
- Mitigation measures (methods by which significant effects can be reduced or eliminated)
- Level of significance after mitigation (discussion of whether or not proposed mitigation measures reduce impacts to below the adopted significance threshold)

Other CEQA-Required Discussions - This section shall include discussions of other sections required by the CEQA Guidelines and shall include an analysis of potential growth-inducing impacts.

Alternatives - This section shall include analysis of up to three alternatives intended to represent a "reasonable range" of alternatives required under CEQA, including the required "No Project" alternative. The evaluation shall be in less detail than for the Project, but shall provide decision-makers and the public adequate information to compare the potential impacts of the respective alternatives. The alternatives shall be based on relevant input from the scoping process, ways to reduce identified impacts while generally achieving Project objectives, and on discussions with CITY staff.

5. **Draft EIR** – CONSULTANT shall respond to CITY comments on the Administrative Draft EIR and prepare the Draft EIR for public circulation. One electronic copy of the Draft EIR and up to 20 bound paper copies and 20 CDS shall be provided. If necessary, we shall provide a screencheck version of the Draft EIR prior to publication. CONSULTANT shall prepare a Notice of Availability of a Draft EIR and transmit the

required forms and copies of the Draft EIR to the State Clearinghouse and office of the County Clerk. We have assumed that CITY shall be responsible for mailing copies and notices to responsible agencies and other interested parties, as well as other noticing required under CEQA or CITY's procedures, including radius labels, posting at the site or newspaper ads.

6. **Final EIR** – Upon receipt of public comments on the Draft EIR, CONSULTANT shall prepare draft responses for CITY review. Upon receipt of CITY comments on the draft responses, CONSULTANT shall incorporate changes (if any) and prepare the Final EIR. This task shall include the preparation of the Mitigation Monitoring and Reporting Program (MMRP), if required, formulated as a table listing all mitigation measures and indicating what monitoring actions are required, which department(s) shall be responsible for monitoring, and when monitoring is to occur. After CITY screencheck review of the Final EIR, CONSULTANT shall provide one electronic copy and up to 20 bound paper copies, and up to 20 CDs. If the Project is approved, CONSULTANT shall prepare a Notice of Determination (NOD) for CITY to file with the County Clerk. CITY or applicant shall be responsible for payment of California Department of Fish & Wildlife CEQA fees, if any are required.
7. **Public Hearings** – CONSULTANT's Principal-in-Charge and/or Project Manager shall attend up to three hearings on the EIR before the Planning Commission and/or CITY Council.

#### TECHNICAL APPROACH TO ENVIRONMENTAL ISSUES

Based on CONSULTANT's experience on similar projects and preliminary review of the site and Project, the issues requiring study in the EIR shall include aesthetics, air quality, land use and planning, noise, and traffic. Topics requiring particular focus in the Initial Study, but that we assume shall not warrant further study in the EIR, include cultural resources and greenhouse gas emissions. The following describes our approach to these key environmental issues.

##### *Aesthetics*

The proposed renovations and additions would result in visual changes to the existing character of the building as seen from public and private viewpoints. The analysis of aesthetic impacts shall address such issues as changes in visual character, alteration of views from public and private view locations, shadows, particularly on residential properties to the north and east, and increases in light and glare. CONSULTANT shall conduct a reconnaissance of the neighborhood and photo-document visibility. The applicant's plans and renderings, including lighting plans, if available, shall be used to assess the visual changes in this context. The analysis shall consider the physical changes to the surrounding neighborhood within the context of adopted CITY policies relating to aesthetics. Mitigation shall be identified for significant impacts and may include modifications to site, landscape or Project design. If lighting impacts are identified, mitigation could include measurable performance standards for lighting and glare and/or controls on fixture type, placement and brightness.

As part of the aesthetics analysis, CONSULTANT shall develop realistic photo-simulations to document visibility and character from viewpoints as determined in consultation with CITY staff. CONSULTANT proposes up to four simulations from viewpoints along Wilshire Boulevard, North Crescent Drive, and the residential alley and/or streets to the north and east of the Project site such as North Rexford and North Elm drives. These shall further inform and support the discussions and conclusions of the aesthetic impact analysis.

### *Air Quality*

The air quality analysis shall be prepared in accordance with SCAQMD methodologies. Significance criteria shall be based on SCAQMD thresholds. The analysis shall consider both temporary and long-term impacts on local and regional air quality.

The evaluation of temporary construction effects shall include estimates of ozone precursor emissions associated with heavy equipment use and fugitive dust (particulates) associated with grading activity. Maximum daily emissions shall be quantified using the CalEEMod and compared to SCAQMD thresholds to determine significance. As appropriate, dust and emission control mitigation measures shall be developed. Consistent with the SCAQMD environmental justice program and localized significance threshold methodology, localized construction-related air quality impacts to nearby sensitive receptors shall also be evaluated using the SCAQMD's Localized Significance Thresholds (LSTs).

Long-term emissions, which would primarily be a result of increased traffic, shall be quantified using CalEEMod and compared to SCAQMD thresholds of significance. A screening level carbon monoxide (CO) analysis shall be conducted for key traffic study intersections. Project consistency with the 2012 Air Quality Management Plan (AQMP) shall also be evaluated.

### *Cultural Resources*

CONSULTANT shall conduct a California Historical Resources Information System (CHRIS) records search of the Project site as well as a 0.25-mile radius around the Project site at the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton. The records search shall reveal the nature and extent of any cultural resources work previously conducted within the Project site and adjacent vicinity. CONSULTANT shall contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File (SLF). The NAHC shall determine if any NAHC-listed Native American sacred lands are located within or adjacent to the Project site. In addition, the NAHC shall provide a list of Native American contacts for the Project that they believe should be contacted for additional information. CONSULTANT shall prepare and mail a letter to NAHC-listed contacts, requesting that they contact CONSULTANT if they know of any Native American cultural resources within or near to the Project site.

Upon completion of the SCCIC records search and the NAHC scoping, CONSULTANT shall prepare a brief cultural resources results memorandum that shall summarize the results of the study and shall be included in the appendices of the EIR. CONSULTANT understands that the Project area is developed and contains one structure built fewer than 45 years ago. Buildings that are less than 45 years of age are not typically eligible for historic designation in accordance with CEQA; however CONSULTANT shall conduct a brief background review to confirm that the extant building does not warrant historic evaluation and is not a historical resource per CEQA. If necessary, CONSULTANT shall provide management recommendations for cultural resources within or near the Project site. For the purposes of this scope of work, CONSULTANT assumes that the cultural resources study shall not require a site visit or archaeological pedestrian survey as the building is assumed to be ineligible for historic designation and almost the entire Project area is paved and developed. CONSULTANT also assumes that Assembly Bill 52 Coordination is not needed for the Project, although CONSULTANT can add this service for an additional fee.

### *Greenhouse Gas Emissions*

The greenhouse gas (GHG) emissions analysis shall evaluate the Project's potential contribution to cumulative impacts related to global climate change (GCC). The GHG analysis shall briefly discuss the general nature and sources of climate change, current efforts to regulate GHGs (including recent Office of Planning and Research publications and guidelines relating to how climate change should be addressed in CEQA documents), and the Project's potential contribution to this cumulative issue. The Project analysis shall quantify emissions using CalEEMod and compare emissions to the statewide GHG inventory. The discussion shall also compare Project emissions to suggested thresholds from the SCAQMD. Finally, the discussion shall compare the Project to applicable plans and policies, including the regional Sustainable Communities Strategy (SCS) and adopted CITY policies pertaining to GHG emissions reduction.

#### *Land Use and Planning*

The analysis of land use impacts shall focus on two issues: (1) compatibility of the Project with surrounding land uses; and (2) consistency with local land use regulations and policies and applicable statewide plans and policies. The compatibility analysis shall consider the combined effects of the potential environmental issues in relation to the land uses adjacent to the Project site. The consistency analysis shall consider the Project's compliance with applicable CITY land use regulations and policies.

#### *Noise*

The noise analysis shall address both temporary construction noise and operational noise. To establish a baseline for the noise analysis, up to four 15-minute noise measurements shall be conducted on and around the Project site. This ambient noise data shall be used as a point of comparison for Project-generated noise and to calibrate the traffic noise modeling.

Constructing the proposed development (grading and site preparation, construction) would generate temporary noise that would be potentially audible to nearby receptors, particularly residences to the north and east. Based on Project information such as estimated grading quantities, construction equipment and construction schedule, and distance to sensitive noise receptors, temporary construction noise shall be quantified for the nearest receptor(s) and compared to applicable CITY standards.

The primary generator of Project-related long-term noise would be motor vehicle traffic and noise generating equipment such as rooftop mechanical equipment. The increase in vehicular noise on the local roadway network shall be estimated using the FHWA's Traffic Noise Model and compared to applicable CITY standards to determine significance. Using trip data from the traffic study, CONSULTANT shall model this noise condition to determine the level of impact at the Project site. As necessary, mitigation shall be developed to address significant impacts related to noise exposure.

#### *Traffic*

Fehr & Peers shall prepare the Project traffic study, which shall be incorporated into the EIR traffic section and included as an EIR appendix. The scope of the traffic study shall be as follows:

Task 1- Project Initiation – Fehr & Peers shall attend a kick-off meeting with the Project team to review the Project description, site plan and discuss our scope of work. They shall verify the study locations with CITY staff prior to proceeding with the impact analysis.

Task 2- Traffic Count Data Collection - The Project is located on the northeast corner of Wilshire Boulevard and N. Crescent Drive. Based on the Project location and anticipated trip generation, traffic counts shall be collected at the 10 study intersections on a typical weekday.

1. Wilshire Boulevard & N. & S. Crescent Drive
2. Wilshire Boulevard & N. & S. Rexford Drive
3. Wilshire Boulevard & N. & S. Doheny Drive
4. Wilshire Boulevard & N. & S. Canon Drive
5. Wilshire Boulevard & N. & S. Beverly Drive
6. Wilshire Boulevard & N. & S. Rodeo Drive
7. Clifton Way & N. Crescent Drive
8. Dayton Way & N. Crescent Drive
9. S. Santa Monica Boulevard & N. Crescent Drive
10. Olympic Boulevard & S. Crescent Drive

Traffic counts for the 10 study intersections shall be collected during the following time periods:

- Weekday morning peak hour (7:00 AM to 10:00 AM)
- Weekday evening peak hour (4:00 PM to 7:00 PM)

Daily (48-hour) traffic counts shall be collected for the following two roadway segments:

- S. Crescent Drive, Wilshire Boulevard to Charleville Boulevard
- S. Crescent Drive, Charleville Boulevard to Gregory Way

Additionally, Fehr & Peers shall conduct a field visit to verify roadway geometries and signal phasing at each of the study intersections.

Task 3- Project Trip Generation - Fehr & Peers shall estimate the vehicle-trip generation of the Project based on the characteristics of the existing uses. The Project is adding two floors of media related office space to an existing three-story building for a total increase of approximately 50,000 square feet of space. In addition, approximately 4,700 square feet of restaurant space shall be added. Vehicle access to the site shall continue to be through the existing driveway located along N. Crescent Drive. Trip generation counts shall be collected at the existing driveway over the time periods below for two days.

- Weekday morning peak hour (7:00 AM to 10:00 AM)
- Weekday evening peak hour (4:00 PM to 7:00 PM)

The observed trip rates shall be used to estimate the number of vehicle-trips generated by the Project. Fehr & Peers shall compare the observed trip rates to the ITE rates for typical office buildings and confirm with CITY staff that the observed rates should be applied to the expanded building based on the expected uses. Depending on the type of restaurant uses being proposed, ITE rates or previous rates collected at dining facilities in the CITY shall be applied.

Task 4- Project Trip Distribution - Fehr & Peers shall distribute the Project trips onto the study area roadway network. Fehr & Peers anticipates that the trip distribution shall be derived from multiple sources, including:

- Vehicle travel patterns to/from the existing driveway
- Expected origin/destination of trips to/from the Project site based on the proposed uses

Prior to proceeding with the analysis, Fehr & Peers shall document the results of Task 3 and Task 4 in a technical memorandum for review by the Project team and CITY staff.

Task 5- Existing Conditions Analysis - Using the traffic counts collected in Task 2, Fehr & Peers shall determine the existing level of service (LOS) for each of the 10 study intersections. For the signalized intersections, Fehr & Peers shall apply the Intersection Capacity Utilization (ICU) methodology. For unsignalized intersections, LOS shall be determined using *2000 Highway Capacity Manual* (HCM) methodologies.

Fehr & Peers shall also conduct a field visit to verify that the LOS results at the study intersections match actual travel conditions. If necessary, Fehr & Peers shall make adjustments to the ICU or HCM results to more closely approximate field conditions, such as applying a peak hour factor.

Task 6- Cumulative No Project Conditions Analysis - Fehr & Peers shall work with CITY staff and the Project team to determine the appropriate horizon year for the Cumulative Conditions analysis. They shall review the latest Cumulative projects list from CITY. Fehr & Peers shall update the Traffix database, which includes pending and approved development projects within Beverly Hills and the nearby cities of Los Angeles and West Hollywood to reflect the latest list of cumulative projects. These volumes shall be added to the existing counts along with a growth factor (1% per year) to reflect ambient growth in traffic.

Traffic operations for the 10 study intersections shall be analyzed under Cumulative Conditions during the three time periods presented in Task 2. Fehr & Peers shall apply the signalized and unsignalized analysis methods (ICU and HCM).

Task 7- Project Impact Analysis - Vehicle-trips generated by the Project shall be manually added to existing traffic counts and Cumulative No Project forecasts to generate plus Project conditions for the following analysis scenarios:

- Existing Plus Project Conditions
- Cumulative Plus Project Conditions

Fehr & Peers shall determine the plus project LOS for each of the 10 study intersections for both analysis scenarios during the three time periods presented in Task 2. Fehr & Peers shall apply the signalized and unsignalized analysis methods (ICU and HCM). Impacts shall be determined using CITY's latest significance criteria. Intersection impacts shall be identified for each analysis period under Existing and Cumulative Plus Project conditions.

Task 8- Residential Roadway Impacts - Fehr & Peers shall evaluate the Project's impacts on the residential roadway segments listed in Task 2. Fehr & Peers shall determine the percent volume increase on the residential streets and compare that increase against CITY's current significance criteria. Any exceedance of CITY's significance criteria shall be documented.

Task 9- Multi-Modal System Impacts - Fehr & Peers shall evaluate impacts to the pedestrian and bicycle system within the study area. Potential impacts include disruptions to existing facilities, such as Project traffic queuing across an existing crosswalk. They shall also evaluate the Project's impact on the transit system. Transit impacts include interference with existing and future transit operations or an increase in transit ridership above the available or planned capacity.

Task 10- Project Site Access and On-Site Circulation Review - The review of Project site access and on-site circulation shall consider the following:

- Project driveway traffic control
- Delivery vehicle access and circulation
- Adequacy of vehicular parking
- Adequacy of bicycle parking

Potential queuing at Project driveways shall be evaluated based on the review of Project driveway operations. Potential queues shall be described in the traffic operations report based on the anticipated intersection level of service results. This scope of work does not include a detailed queuing study using a traffic simulation model, such as SimTraffic or Vissim.

Task 11- Mitigation Measures - For each impact identified, a mitigation measure shall be recommended. For each intersection impact, the improvements necessary to fully mitigate the impact shall be stated. Should these improvements be determined infeasible, it shall be noted in the report. Potential mitigation measures could include intersection geometry improvements, changes to traffic signal operations, or modifications to the Project site plan.

Task 12- CMP Analysis - Fehr & Peers shall conduct a CMP analysis for the CMP monitoring intersections in close proximity to the study area. This scope of work reflects the analysis of one CMP intersection.

## SUBCONSULTANT

Fehr & Peers has specialized in providing transportation planning and engineering services to public and private sector clients since 1985 and shall draft transportation elements of the CEQA documentation required for the Project.

## PROJECT TEAM

**Joe Power, AICP CEP**, Principal and Planning Manager, shall be the Principal-in-Charge. Joe has over 24 years of experience in the planning field and has managed or primarily authored successful planning and environmental and planning studies on projects throughout Southern California. He has prepared specialized technical reports on a range of planning and environmental topics, including noise, air quality, greenhouse gases, sustainability, and water supply. Joe has served at the Principal in Charge of projects across the local area including for CITY and West Hollywood, Los Angeles, and Santa Monica.

**Susanne Huerta, AICP**, Senior Environmental Planner/Project Manager, shall be the Project Manager for the EIR. Ms. Huerta is the manager of CONSULTANT's Los Angeles office. She has over 8 years of experience in environmental planning and has managed or primarily authored successful environmental studies on projects ranging from energy development to water infrastructure to commercial and residential development. Susanne has prepared numerous CEQA and NEPA environmental documents that are informative, readable, and legally defensible. She has prepared specialized technical reports on a range of planning and environmental topics, including aesthetics, agriculture, land use, and policy analysis. Susanne's experience in CITY includes the 9908 South Santa Monica Blvd EIR, 9000 Wilshire Blvd CE Report, and Technical Analyses for the Beverly Hilton Initiative.

**Abe Leider, AICP CEP**, shall provide QA/QC and technical oversight. Abe has more than 14 years of experience and has managed several environmental documents for CITY.

**Chris Bersbach, MESM**, shall oversee the air quality, GHG and noise analysis preparation. Chris is a senior environmental planner with 8 more than years of experience. He is responsible for managing and preparing a wide range of urban planning, land use, and technical studies, including CEQA and NEPA compliance documentation, air quality and GHG emissions analyses, noise impact analyses, and climate action plans. Chris has extensive experience with a range of air quality and noise models and is also very familiar with local and regional methodologies and standards. He has managed a number of technical studies in CITY, in support of CEQA documents or as stand-alone reports. These include the Beverly Hills Metro Nighttime Noise Memorandum, 9900 Wilshire Boulevard (One Beverly Hills) Project SEIR, 9291 Burton Way (L'Ermitage Hotel) Project IS-MND, and the Beverly Hills Lexus Dealership Project EIR.

**Sarah Sorensen, MESM**, shall serve as lead analyst for the Project, assisting with the preparation of various technical analysis and discussions. Ms. Sorensen has a background in economic policy, ecology, and business and has worked with a range of clients, including local government agencies, state agencies, and school districts. She has prepared several CEQA studies (Class 32 CE reports) for CITY and has contributed analysis in a variety of environmental issue areas to CEQA documents on projects throughout Southern California.

**Shannon Carmack** serves as a Senior Architectural Historian with CONSULTANT's Cultural Resources group and shall oversee the cultural resources analysis for the EIR. Shannon has a BA in History with an emphasis in American History from California State University, Long Beach along with specialized training in the application of the State Historical Building Code, oral history methods, and Section 4(f) cultural resources compliance. She has over 15 years of professional experience with cultural resources project management, architectural history, historic preservation planning and management, historic research, public outreach, and archival documentation. Shannon is currently performing historic resources analysis for the Beverly Hilton Initiative Project.

**Sarah Brandenburg, PE**, Principal with *Fehr & Peers*, shall oversee preparation of the transportation analysis for the EIR. Ms. Brandenburg has 15 years of experience with Fehr & Peers and has managed many complex studies, such as transportation impact studies, EIR transportation and circulation sections, transportation planning studies, and multi-modal corridor studies. Large transportation planning project experience includes the City of Sacramento and CITY General Plans. Sarah manages Fehr & Peers' on-call contract with the CITY, and has overseen several traffic studies and active transportation planning there. Sarah served as the Project Manager for the City of LA Mobility Element Update, and is the Deputy Project Manager for the Westside Mobility Plan in Los Angeles in which public outreach, including the development of a project webpage, on-line survey, and social media sites, are crucial to project success.

**Spencer Reed, PE**, Senior Transportation Engineer with *Fehr & Peers* shall assist with preparation of the transportation analysis. Spencer brings a wide variety of skills and a new analytical perspective to projects. His project and technical experience includes microsimulation modeling, traffic impact studies, travel demand modeling, and bicycle and pedestrian planning. Spencer maintains a steadfast commitment to efficiency and reliability of results. This devotion has shown itself in projects such as: the LAX Model Development and Specific Plan Amendment Study, the NFL Rose Bowl Study, and Apple Campus 2 Transportation Impact Analysis. In addition to improving project analysis, Spencer looks for innovative ways to improve data collection

methodologies. His desire for efficiency has improved the speed and reliability for data collection throughout the greater Los Angeles area and southern California.

**SCHEDULE**

CONSULTANT’s proposed schedule for completion of the CEQA environmental review process is summarized in the following table. Barring delays beyond CONSULTANT’s control (such as an incomplete or evolving Project description or extended CITY review intervals), CONSULTANT believes that the environmental review process can be completed within about eight months.

Deliverable	Timing
Kickoff Meeting	Within 1 week of authorization to proceed
Administrative Draft IS-NOP	Within 4 weeks of authorization to proceed and receipt of all necessary project and site information
Scoping Meeting (if applicable)	During 30-day NOP circulation period
Administrative Draft EIR	Within 6 weeks of close of the NOP review period
Draft EIR	Within 2 to 3 weeks of receipt of City comments on the Administrative Draft EIR, depending on number and complexity of comments
Responses to Comments on the Draft EIR	Within approximately 2 to 4 weeks of receipt of public comments, depending on number and complexity of comments

## EXHIBIT B-1

### CONSIDERATION

CITY shall pay CONSULTANT an amount not to exceed One Hundred Sixty-Seven Thousand Six Hundred Twenty-Two Dollars (\$143,629.00) for the satisfactory performance of services based on the rates set forth in the attached Beverly Hills Media Center EIR Cost Estimate set forth in this Exhibit B-1. This amount includes actual expenses reasonably incurred in the performance of this Agreement.

This proposal assumes that the response to comments shall require approximately 30 hours of professional staff time. If the number or complexity of comments exceeds expectations we reserve the right to renegotiate this component of the work program.

City of Beverly Hills  
Beverly Hills Media Center  
Environmental Impact Report

**Cost Estimate**

Tasks	Cost	Hours	Rincon Labor					
			Principal \$205/hour	Supervisor \$175/hour	Sr. Prof I \$145/hr	Prof. III \$120/hour	Graphics \$90/hour	Clerical \$70/hour
1. Kickoff Meeting	\$1,590	9	4	4				1
2. Initial Study- Notice of Preparation	\$6,960	53	4	4	6	36	2	1
<i>Cultural Resources</i>	\$2,805	23	1		4	14	3	1
<i>Greenhouse Gases</i>	\$2,140	16	1	2	1	12		
3. Scoping Meeting	\$1,560		4		4		1	1
4. Administrative Draft EIR								
4.0 Executive Summary	\$800	6		1	1	4		
4.1 Project Description	\$1,985	15	1	2	2	8	2	
4.2 Introduction and Environmental Setting	\$1,095	8	1	1	1	4	1	
4.3 Environmental Impact Analysis								
<i>Aesthetics</i>	\$3,305	27	1	2	2	16	6	
<i>Air Quality</i>	\$4,205	33	1	2	2	28		
<i>Land Use and Planning</i>	\$3,405	23	1	4	16		2	
<i>Noise</i>	\$4,880	38	2	2	4	28	2	
<i>Traffic and Circulation</i>	\$2,230	18	1	1	2	10	4	
4.4 Alternatives (three, including no project)	\$3,235	25	1	2	4	16	2	
4.5 Other Required Sections	\$1,920	14	1	1	4	8		
5. Draft EIR	\$5,080	40	2	4	10	16	2	6
6. Final EIR								
<i>Responses to Comments</i>	\$4,190	30	2	4	8	16		
<i>Mitigation Monitoring and Reporting Program</i>	\$800	6		1	1	4		
<i>Publication of Final Environmental Document</i>	\$1,250	11		2	2	2	1	4
7. Public Hearings(3)	\$5,250	30		10	10			
8. Project Management	\$5,160	33	6	8	16			3
<b>Subtotal Labor:</b>	<b>\$63,845</b>	<b>458</b>	<b>44</b>	<b>57</b>	<b>100</b>	<b>222</b>	<b>28</b>	<b>17</b>

Additional Costs	
Fehr & Peers (traffic)	\$52,890
Photosimulations (4)	\$10,000
Printing:	
Draft (20 bound paper copies; 20 CDs)	\$3,000
Final (20 bound paper copies; 20 CDs)	\$3,000
Direct Expenses: NWIC (Cultural) Records Search	\$460
Supplier and Miscellaneous Expenses	\$2,500
General & Administrative	\$7,934
<b>Subtotal Additional Costs:</b>	<b>\$79,784</b>
<b>TOTAL</b>	<b>\$143,629</b>

## EXHIBIT B-2

### SCHEDULE OF PAYMENT

#### A. SCHEDULE OF PAYMENT

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

#### B. BILLING GUIDELINES

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

CITY shall reimburse CONSULTANT for actual expenses reasonably incurred in the performance of this Agreement, such as messengers, deliveries, reproduction costs, parking and similar services incidental to the performance of this Agreement. Such expenses are categorized and listed in Exhibit B-1. Expenses shall not exceed the amount set forth therein unless otherwise authorized by CITY. CITY shall reimburse mileage expense at the current IRS rate for travel. CONSULTANT may seek mileage reimbursement if such expense is incurred with travel to and from CITY from CONSULTANT's office (which address is listed herein) or CONSULTANT's home (whichever is less) or other mileage incurred to meetings from such locations as required by this Agreement. CITY shall not reimburse or pay CONSULTANT for normal and customary expenses of word processing, document preparation, clerical tasks, telephone and local travel (except mileage). Any travel costs such as airfare, hotel, means, rental cars, oil and gas are not reimbursable.

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

A recommended invoice format is provided for CONSULTANT's use, attached hereto as Attachment 1 to Exhibit B-2.

**Attachment 1 to Exhibit B-2**

RECOMMENDED INVOICE FORMAT

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

TIMEKEEPER SUMMARY - THIS BILL

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

DISBURSEMENTS - THIS BILL

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

TOTAL FEES	\$240.50
TOTAL DISBURSEMENTS	47.05
TOTAL BILL	\$245.75



**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

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

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

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

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

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

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

RM02.DOC REVISED 10/14/96.