



## AGENDA REPORT

**Meeting Date:** December 6, 2016  
**Item Number:** E-10  
**To:** Honorable Mayor & City Council  
**From:** Ryan Gohlich, Asst. Director of Community Development/City Planner  
**Subject:**  
AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RINCON CONSULTANTS, INC. FOR THE PREPARATION OF AN ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT FOR THE 9200 WILSHIRE BOULEVARD MIXED USE PROJECT; AND,  
  
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$69,695 FOR THE DESCRIBED SERVICES  
  
**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. for the preparation of an addendum to the Environmental Impact Report for the 9200 Wilshire Boulevard mixed-use project. Staff also recommends that City Council approve a purchase order for a total not-to-exceed amount of \$69,695 for the described services.

### **INTRODUCTION**

The City has received an application to make modifications to a previously approved Planned Development Review to allow a mixed use residential and commercial project at the property located at 9200 Wilshire Boulevard. The previously approved project consisted of 54 condominium units and 14,000 square feet of retail. The proposed project would increase the number of residential units to 90 (an increase of 36 units), and reduce the retail uses to 5,696 square feet (a reduction of 8,304 square feet). The proposed project would also reduce the number of parking spaces and make changes to site circulation and ground floor access/entry configurations. This request will be reviewed by the Planning Commission upon completion of the environmental analysis.

## **DISCUSSION**

Rincon Consultants, Inc. is an environmental consulting firm that has prepared environmental documents for the City Beverly Hills and other municipalities. A Final Environmental Impact Report was certified in 2007 for the approved project. Due to the nature of the modifications being proposed, the scope of work, attached to the contract calls for the preparation of an Addendum to an Environmental Impact Report, as required by the California Environmental Quality Act (CEQA), to assess the proposed project and any potential environmental impacts. All costs associated with this contract are borne by the project applicant. The cost for this contract is \$69,695.00. The applicant has deposited the full amount of the contract, and has also deposited the City's required 15% contract administration fee. Approval of this contract and payment of the required fees does not guarantee approval of the proposed project or the necessary entitlements, and the applicant bears the risk that the proposed project may not be approved.

## **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.



Approved by:  
SUSAN HEALY KEENE, AICP  
Community Development Director

:

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
RINCON CONSULTANTS, INC. FOR THE PREPARATION OF AN  
ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT FOR  
THE 9200 WILSHIRE BOULEVARD MIXED USE PROJECT

NAME OF CONSULTANT: Rincon Consultants, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Joe Power, AICP, Vice President/Principal

CONSULTANT'S ADDRESS: 180 North Ashwood Avenue  
Ventura, California 93003  
Attention: Joe Power, AICP,  
Vice President/Principal

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 written notice to proceed

TERMINATION DATE: As described in Section 2 of the Agreement

CONSIDERATION: Total not to exceed: \$69,695, as more  
particularly described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND RINCON CONSULTANTS, INC. FOR THE  
PREPARATION OF AN ADDENDUM TO THE  
ENVIRONMENTAL IMPACT REPORT FOR THE 9200  
WILSHIRE BOULEVARD MIXED USE PROJECT

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 project is an amendment to a project originally approved in 2006. That project, which was analyzed in an EIR, consisted of 54 condominium units, 5,600 square feet of quality restaurant space, and 8,400 square feet of commercial retail space in a six-story structure.

B. The currently proposed update and project includes 90 apartment units and 6,000 square feet of retail commercial space, also in a six-story structure. ("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 this 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, attached hereto and incorporated herein by this reference. 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 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. 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.

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.

  
\_\_\_\_\_  
JOE POWER, AICP

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

  
\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL

Interim Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

CONSULTANT shall provide the following services to CITY for the 9200 Wilshire Boulevard Mixed Use Project (“Project”):

Based on these revisions and the findings of a trip generation report prepared by KOA Corporation it appears that an Addendum to the 2006 certified Final EIR for the previously approved project and will likely be the appropriate environmental document under CEQA. Section 15164 of the CEQA Guidelines states that an addendum to a previously certified EIR should be prepared if changes or additions are necessary, but none of the conditions calling for the preparation of a subsequent EIR have occurred. Specifically, an addendum is appropriate for minor technical changes to a project that do not involve new significant effects or a substantial increase in the severity of previously identified significant effects.

This scope of work involves the preparation by CONSULTANT of an Addendum to the certified 2006 EIR. However, if our analysis indicates that the proposed project revisions would or may result in a new significant environmental effect or a substantial increase in the severity of a previously identified significant effect, CONSULTANT shall contact CITY staff immediately to discuss an appropriate course of action. This could potentially involve the preparation of a supplemental or subsequent EIR. This would require an additional budget and time and a revised scope of work and cost estimate.

#### Scope of Work

1. Project Initiation and Coordination. At the outset of the study, CONSULTANT shall hold discussions with CITY staff to finalize and confirm the Scope of Services and key parameters for the documentation. The study approach and key assumptions will be discussed and confirmed with CITY staff.
2. Draft Addendum. The Addendum shall include an introductory section and Project description that will describe requirements of addendums and provide a comparison of the current proposed Project and the approved project that was studied in the 2006 EIR. Following these sections, CONSULTANT shall address each of the issues in the Initial Study checklist to determine whether or not the current proposed Project would create any new or increased severity significant environmental effects. The analysis shall compare the effects of the current proposed Project to those identified in the 2006 EIR in light of current physical and regulatory conditions. Although CONSULTANT will address all checklist issues, CONSULTANT anticipates that the following issues will be of primary concern:

- Air quality
- Greenhouse gases
- Land use/planning
- Noise
- Transportation/Traffic
- Utilities/Service Systems

CONSULTANT's general approach to analyzing each of these issues is described below.

- **Air Quality** – The air quality analysis will be based on South Coast Air Quality Management District (SCAQMD) guidance and thresholds. Both temporary construction emissions and long-term operational emissions will be calculated using the California Emissions Estimator Model (CalEEMod) and compared to SCAQMD thresholds. The analysis will also consider consistency of the project with the regional Air Quality Management Plan (AQMP) and the potential to create an exceedance of state or federal air quality standards.
- **Greenhouse Gases** – The issue of greenhouse gases (GHGs) was not studied in the 2006 EIR so this analysis will simply compare the current proposal to current thresholds. CONSULTANT shall calculate GHG emissions using CalEEMod and compare these to the SCAQMD's recommended 3,000 metric ton threshold. The analysis shall also compare the Project to applicable local and regional plans and policies aimed at GHG emissions reduction.
- **Land Use/Planning** – Because CITY adopted a new General Plan in 2010, this analysis will consider consistency of the current proposed Project with applicable policies of the new General Plan.
- **Noise** – The noise analysis will consider both temporary construction effects and long-term operational effects. Up to four short-term noise measurements will be conducted on and around the project site to characterize current noise conditions. Traffic and other noise sources will be modeled and compared to noise levels identified in the 2006 EIR and current CITY noise standards.
- **Transportation/Traffic** – Fehr & Peers shall conduct a peer review of the Project trip generation estimates prepared by KOA Corporation for the currently proposed land uses in comparison to the previously approved project and prepare a traffic study that will be summarized in the Addendum. Fehr & Peers work scope is described in the Attachment to this Exhibit A.
- **Utilities/Service Systems** – This analysis will consider potential impacts related to water supply, wastewater service, solid waste service, and storm drain systems. Water demand and wastewater and solid waste generation will be calculated using standard factors and compared to available

capacity. The analysis of storm drain impacts will consider current NPDES and associated local stormwater runoff requirements.

2. Final Addendum. The Final Addendum shall incorporate CITY comments on the Draft Addendum. CONSULTANT shall provide up to 10 hard copies and one pdf of the Final Addendum. Per the CEQA Guidelines, the Addendum will not need to circulate for public review, but must be considered by CITY decision makers.

## PERSONNEL

**Joe Power, AICP CEP**, Principal, will serve as principal-in-charge for the Project. Joe has more than 25 years of experience preparing and managing CEQA reviews. **Susanne Huerta, AICP**, will serve as project manager. Susanne has more than 9 years of experience and has managed a number of projects for CITY. **Lynette Leighton** and **Vanessa Villanueva** will serve as lead analysts for the Project. **Sarah Brandenburg**, Principal with Fehr & Peers, will oversee the transportation analysis.

## SCHEDULE

CONSULTANT's proposed timelines for the deliverables for these services are shown below.

Deliverable	Timing and Details
Draft Addendum	One electronic copy (MS Word and Adobe PDF formats) of the Draft Addendum will be provided within six weeks of authorization to proceed and receipt of all relevant and necessary project information.
Final Addendum	Up to 10 bound copies of the Final Addendum will be provided within one week of receipt of all City comments on the Draft Addendum. A digital copy of the entire final document in .pdf format will also be provided.

## ATTACHMENT 1 TO EXHIBIT A

### TRANSPORTATION STUDY FOR 9200 WILSHIRE BOULEVARD

The scope of work presented below will provide the transportation impact analysis for the land use changes currently being proposed at 9200 Wilshire Boulevard.

#### PHASE 1 - SCOPE OF WORK

##### Task 1- Peer Review of Trip Generation Study

Fehr & Peers (“F&P”) will conduct a peer review of the Project trip generation estimates prepared by KOA Corporation for the land uses currently being proposed at 9200 Wilshire Boulevard in comparison to the previously approved project. F&P will document our findings in a technical memorandum.

#### PHASE 2 - SCOPE OF WORK

The Traffic Impact Study for the approved Project was based on traffic counts collected in 2005 and analyzed a future horizon year of 2007. The scope of work below reflects the preparation of a new traffic study based on existing (2016) traffic volumes, updated Project trip generation, and updated future year traffic forecasts to capture pending projects in the study area. In addition, the CITY has updated their significance threshold since the approval of the original project.

##### Task 1- Project Initiation

F&P will attend a kick-off meeting with the Project team to review the Project description, site plan and discuss our scope of work. F&P will verify the study locations with CITY staff prior to proceeding with the impact analysis.

##### Task 2- Traffic Count Data Collection

The intersections listed below were studied under the approved project. Based on the findings in the original traffic study, seven intersections are proposed to be excluded from the updated impact analysis resulting in six study intersection locations.

1. Rexford Drive at Wilshire Boulevard (signalized)
- ~~2. N. Maple Drive at Wilshire Boulevard (two-way stop-controlled)~~
3. S. Maple Drive at Wilshire Boulevard (will be signalized in near-term)
- ~~4. N. Palm Drive at Wilshire Boulevard (two-way stop-controlled)~~
5. S. Palm Drive at Wilshire Boulevard (two-way stop-controlled; count pedestrians at intersection, including the crosswalk across Wilshire Boulevard)
6. Doheny Drive at Wilshire Boulevard (signalized)
- ~~7. Rexford Drive at Charleville Boulevard (all-way stop-controlled)~~
- ~~8. Maple Drive at Charleville Boulevard (all-way stop-controlled)~~

9. Palm Drive at Charleville Boulevard (all-way stop-controlled)
- ~~10. Rexford Drive at Olympic Boulevard (signalized)~~
- ~~11. Maple Drive at Olympic Boulevard (two-way stop-controlled)~~
12. Palm Drive at Olympic Boulevard (two-way stop-controlled)
- ~~13. Doheny Drive at Olympic Boulevard (signalized)~~

The residential roadway segments listed below were also studied under the approved project. Based on the findings in the original traffic study, seven segments are proposed to be excluded from the updated impact analysis resulting in six study roadway segment locations.

- ~~1. 100 North Block Rexford Drive~~
- ~~2. 100 South Block Rexford Drive~~
- ~~3. 200 South Block Rexford Drive~~
- ~~4. 300 South Block Rexford Drive~~
5. 100 South Block Maple Drive
- ~~6. 200 South Block Maple Drive~~
- ~~7. 300 South Block Maple Drive~~
8. 100 South Block Palm Drive
9. 200 South Block Palm Drive
10. 300 South Block Palm Drive
- ~~11. Charleville Boulevard between Rexford Drive and Maple Drive~~
12. Charleville Boulevard between Maple Drive and Palm Drive
13. Charleville Boulevard between Palm Drive and Oakhurst Drive

For the purposes of preparing this scope of work and cost estimate, F&P has assumed that the above six intersections and six residential roadway segments would need to be studied as part of an updated traffic impact analysis. These locations were selected for analysis by the CITY Traffic Engineer.

Since the commercial component of the Project is being reduced, F&P recommends studying typical weekday traffic impacts. Traffic counts for the six study intersections will 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 will be collected for the six study roadway segments.

Additionally, F&P will conduct a field visit to verify roadway geometries and signal phasing at each of the study intersections.

### **Task 3- Project Trip Generation**

F&P will estimate the vehicle-trip generation of the proposed Project based on the characteristics of the proposed uses and the results of our peer review as described under Phase 1.

#### **Task 4- Project Trip Distribution**

F&P will distribute the Project trips onto the study area roadway network. F&P anticipates that the trip distribution will be similar to the previous project and will consider:

- 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, F&P will 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, F&P will determine the existing level of service (LOS) for each of the six study intersections during weekday AM and PM peak hours. For the signalized intersections, F&P will apply the Intersection Capacity Utilization (ICU) methodology. For unsignalized intersections, LOS will be determined using *2000 Highway Capacity Manual* (HCM) methodologies.

Additionally, F&P will conduct a field visit to verify that the LOS results at the study intersections match actual travel conditions. If necessary, F&P will 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**

F&P will work with CITY staff and project team to determine the appropriate horizon year for the Cumulative Conditions analysis. F&P will review the latest Cumulative Projects list from CITY. In addition, F&P will verify the status and timing of the previously approved Lexus Project. F&P will update the Traffix database, which includes pending and approved development projects within CITY and nearby Cities of Los Angeles and West Hollywood to reflect the latest list of cumulative projects. These volumes will be added to the existing counts along with a growth factor (1% per year) to reflect ambient growth in traffic.

Traffic operations for the six study intersections will be analyzed under Cumulative Conditions during the weekday AM and PM peak hours. F&P will apply the signalized and unsignalized analysis methods (ICU and HCM).

#### **Task 7- Project Impact Analysis**

Vehicle-trips generated by the proposed Project will 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

F&P will determine the plus Project LOS for each of the six study intersections for both analysis scenarios during the AM and PM peak hours. F&P will apply the signalized and unsignalized analysis methods (ICU and HCM). Impacts will be determined using CITY's current significance criteria. Intersection impacts will be identified for each analysis period under Existing and Cumulative Plus Project conditions.

#### **Task 8- Residential Roadway Impacts**

F&P will evaluate the Project's impacts on the residential roadway segments listed in Task 2. F&P will 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 will be documented. In addition, F&P will prepare a table that shows residential roadway volumes and project impacts in comparison to the previous data and analysis.

#### **Task 9- Multi-Modal System Impacts & Vehicle Miles of Travel**

F&P will 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. F&P will 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. In addition, F&P will provide an estimate of the Project's VMT based on the trip generation and average trip length by trip purpose for the land uses being proposed.

#### **Task 10- Project Site Access and On-Site Circulation Review**

Our review of Project site access and on-site circulation will consider the following:

- Project driveway traffic control
- Delivery vehicle access and circulation, including access to loading dock and the number of anticipated delivery trips (number of delivery trips to be provided by Project applicant)
- Adequacy of vehicular parking
- Adequacy of bicycle parking
- Pedestrian circulation

Potential queuing at Project driveways will be evaluated based on the review of Project driveway operations. Potential queues will 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 will be recommended. For each intersection impact, the improvements necessary to fully mitigate the impact will be stated. Should these improvements be determined infeasible, it will be noted in the report. Potential mitigation measures could include intersection geometry improvements, changes to traffic signal operations, or modifications to the proposed Project site plan.

### **Task 12- Construction Impacts**

F&P will document the anticipated temporary construction impacts of the proposed Project based on a qualitative review of the planned construction activities. F&P will document the number of heavy hauling truck trips, the duration of construction, and other vehicle-trips generated by construction activities such as workers at the site based on information provided by the Project applicant.

### **Task 13- Draft & Final Transportation Report**

F&P will produce a stand-alone traffic impact study summarizing the results of Task 1 through 12. This report will document the significance criteria, data collection efforts, the existing conditions analysis, the Project impacts, mitigation measures, and site access and circulation. F&P anticipate producing one draft report for Project team and City Staff review. Following this review, F&P will prepare and submit the Final Report to CITY.

### **Task 14- Response to Comments**

No responses to public or agency comments are anticipated as part of this scope of work.

### **Task 15- Meetings**

For scoping purposes, F&P anticipates that F&P will attend a total of three (3) meetings. These meetings could include Project team meetings, public scoping meetings, Planning Commission hearings, and/or City Council meetings.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

CITY shall pay CONSULTANT an amount not to exceed Sixty Nine Thousand, Six Hundred and Ninety Five Dollars (\$69,695.00) for the satisfactory performance of services required by the Agreement based on the rates set forth in the attached 9200 Wilshire Boulevard Mixed-Use Project EIR Cost Estimate set forth as Attachment 1 to this Exhibit B. This amount includes actual expenses reasonably incurred in the performance of this Agreement.

CONSULTANT assumes that the response to comments shall require approximately 23 hours of professional staff time. If the number or complexity of comments exceeds expectations CONSULTANT reserves the right to renegotiate this component of the work program with CITY.

### BILLING GUIDELINES

CONSULTANT shall submit 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.

The itemized invoice statement shall include 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 for messengers, deliveries, reproduction costs, parking and similar services incidental to the performance of this Agreement. 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, which shall include documentation setting forth a clear description of the expense incurred, the back-up for each expense (i.e. parking receipt, mileage information, invoice), the number of units associated with each expense (i.e., number of copies, number of miles), the identifier of the timekeeper associates with the expense, the date the expense was incurred, the rate at which the expense is billed (i.e., per-page rate for photocopies or mileage rate).

ATTACHMENT I TO EXHIBIT B

CONSULTANT's estimated cost to prepare the EIR Addendum for the 9200 Wilshire Boulevard Mixed- Use Project, including the traffic study described Attachment 1 to Exhibit A, is not to exceed **\$69,695**. The table on this Attachment 1 to Exhibit B contains a breakdown of costs by task. CONSULTANT's estimated fee includes attendance at two public hearings. The Project will be billed on a lump sum basis as follows: 25% will be billed upon written authorization to proceed; 60% will be billed following submittal of the Draft Addendum; 15% will be billed following CITY's final decision on the Project.

**City of Beverly Hills**  
**9200 Wilshire Boulevard Mixed**  
**Use Project**  
**EIR ADDENDUM**  
**Cost Estimate**

Tasks	Cost	Hours	Principal II \$220/hour	Senior Prof. I \$145/hour	Professional III \$115/hour	Tech. Editor \$100/hour	Graphics \$90/hour	Clerical \$80/hour
1. Project Initiation/Coordination	\$1,095	6	3	3				
2. Draft Addendum								
Introduction and Project Description	\$1,315	12	1	1	6	1	2	1
Environmental Impact Analysis	\$100							
<i>Air Quality</i>	\$1,575	12	1	3	8			
<i>Greenhouse Gases</i>	\$2,035	16	1	3	12			
<i>Land Use/Planning</i>	\$1,760	12	1	10		1		
<i>Noise</i>	\$2,265	18	1	3	14			
<i>Transportation/Traffic (Rincon labor)</i>	\$1,145	9	1	1	6		1	
<i>Utilities/Service Systems</i>	\$1,750	14	1	2	10		1	
<i>Other Issues</i>	\$4,190	37	3	6	20	4	4	
3. Final Addendum	\$2,130	19	1	4	8	1	1	4
Project Management (includes 2 hearings)	\$3,760	22	8	12				2
<b>Subtotal Labor</b>	<b>\$23,120</b>	<b>177</b>	<b>22</b>	<b>48</b>	<b>84</b>	<b>6</b>	<b>10</b>	<b>7</b>
<b>Additional Costs</b>								
Fehr & Peers (transportation)	\$40,000							
Supplies and Miscellaneous Expenses	\$500							
General & Administrative	\$6,075							
<b>Total Additional Costs</b>	<b>\$46,575</b>							
<b>Total Cost</b>	<b>\$69,695</b>							

Transportation Study  
Detailed Budget  
9200 Wilshire Boulevard

Task	Project Manager	Associate	Project Engineer	Graphics	Support	Labor Costs	Direct Costs	Task Total
<i>Hourly Billing Rate</i>	\$250	\$160	\$140	\$125	\$120			
<i>Phase 1 - Trip Generation</i>								3,500
<i>Phase 2- Traffic Impact Study</i>								
Task 1: Project Initiation	4	0	0	0	0	\$1,000	\$50	\$1,050
Task 2: Traffic Data Collection	0	0	8	0	0	\$1,120	\$2,940	\$4,060
Task 3: Trip Generation	0	0	0	0	0	\$0	\$0	\$0
Task 4: Trip Distribution	2	0	2	2	0	\$1,030	\$50	\$1,080
Task 5: Existing Conditions Analysis	2	6	8	4	2	\$3,320	\$170	\$3,490
Task 6: Cumulative No Project Analysis	2	4	12	4	2	\$3,560	\$180	\$3,740
Task 7: Project Impact Analysis	2	4	14	4	2	\$3,840	\$190	\$4,030
Task 8: Residential Roadway Impacts	2	2	4	2	2	\$1,870	\$90	\$1,960
Task 9: Multi-Modal Impacts & VMT	2	4	10	2	0	\$2,790	\$140	\$2,930
Task 10: Site Access & Circulation	2	0	8	6	2	\$2,610	\$130	\$2,740
Task 11: Mitigation Measures	0	0	2	0	0	\$280	\$10	\$290
Task 12: Construction Impacts	2	0	2	0	0	\$780	\$40	\$820
Task 13: Transportation Report	8	4	20	6	6	\$6,910	\$250	\$7,160
Task 14: Response to Comments	0	0	0	0	0	\$0	\$0	\$0
Task 15: Meetings	12	0	0	0	0	\$3,000	\$150	\$3,150
<b>TOTAL</b>	<b>40</b>	<b>24</b>	<b>90</b>	<b>30</b>	<b>16</b>	<b>\$32,110</b>	<b>\$4,340</b>	<b>\$40,000</b>

Traffic counts for study intersections and roadway segments.

**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: \_\_\_\_\_