



AGENDA REPORT

Meeting Date: December 20, 2016
Item Number: D-17
To: Honorable Mayor & City Council
From: Mark Cuneo, City Engineer *MPC*
Chad Lynn, Assistant Director of Public Works
Samer Elayyan, Project Manager
Logan Phillippo, Management Analyst

Subject: A. AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND LINDMARK ENGINEERING, INC. FOR ARSENIC EVALUATION AND ENVIRONMENTAL SERVICES RELATED TO THE SANTA MONICA BOULEVARD RECONSTRUCTION PROJECT; AND

APPROVAL OF A CORRESPONDING CHANGE PURCHASE ORDER TO LINDMARK ENGINEERING INC. IN THE NOT-TO-EXCEED AMOUNT OF \$83,000

B. AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PARKING CONCEPTS, INC. FOR THE RECONFIGURATION AND OPERATION OF CERTAIN PARKING FACILITIES RELATED TO THE SANTA MONICA BOULEVARD RECONSTRUCTION PROJECT; AND

APPROVAL OF A CORRESPONDING CHANGE PURCHASE ORDER TO PARKING CONCEPTS, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$1,089,000.00

Attachments:

1. Agreement No. 153-16
2. Amendment No.1 to Agreement No. 153-16
3. Agreement No. 525-16
4. Amendment No. 1 to Agreement No. 525-16

RECOMMENDATION

Staff recommends City Council move to:

- A. Approve Amendment No. 1 to Agreement No. 153-16 with Lindmark Engineering, Inc. for arsenic evaluation and environmental services related to the reconstruction of Santa Monica Boulevard; and approve a change purchase order in the not-to-exceed amount of \$83,000.
- B. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 525-16 with Parking Concepts, Inc. (PCI) for the reconfiguration and operation of certain parking facilities related to the reconstruction of North Santa Monica Boulevard; and approve a change purchase order to Parking Concepts Inc. in the not-to-exceed amount of \$1,089,000.00.

INTRODUCTION

At its meeting on October 18, 2016, City Council approved the North Santa Monica Boulevard Reconstruction Project work plan including a construction schedule with the commencement date of January 2017 starting with the West Segment (Wilshire Boulevard to Alpine Drive), construction phasing and traffic control/mitigation measures. Traffic mitigation measures include the temporary removal of 39 parking spaces along South Santa Monica Boulevard (SSMB) between Wilshire Boulevard and Beverly Drive and the restriping of SSMB to include two lanes in each direction and a left turn median. The replacement parking will be provided at the Santa Monica Five parking structures (SM-5) by adding tandem parking along the north wall of the upper level of each parking structure with a total of 41 parking spaces in the five parking structures (8 to 9 parking spaces per structure). The addition of the parking spaces will reduce the driving aisle width which will require the assistance of a parking attendant at each structure to help with the parking operations.

DISCUSSION

Amendment to Agreement with Lindmark Engineering

Lindmark Engineering, Inc. has been providing arsenic evaluation and environmental services for the North Santa Monica Boulevard since the approval of their contract in May 2016. The current contract is in an amount not to exceed \$44,700. Since then, Lindmark Engineering, Inc. has provided additional services that were not included in their original scope of work. Additional services included, but were not limited to, soil sampling and arsenic analysis and reporting for the relocation of the fence surrounding parcels 12 and 13.

Based on the analytical results of the samples collected, it was determined that there would be a need for environmental monitoring at certain locations during the excavation and disposal of the excavated soil.

Staff recommends that City Council approve Amendment No. 1 to Agreement No. 153-16 with Lindmark Engineering, Inc. for the additional services provided and to provide additional environmental monitoring and reporting during the reconstruction of North Santa Monica Boulevard.

Amendment to Agreement with Parking Concepts, Inc.

The operational plan for the SM-5 parking facilities includes two phases. Phase 1, which was under the original agreement with PCI, consists of the physical reconfiguration of the facilities and one month of operational services. This has included striping for new spaces, adding space monitoring and counting equipment, installing new regulatory signage and providing attendant-assisted parking services before the on-street parking along SSMB is removed to ensure the operation is effective and to increase parking during the holiday season. This original agreement was executed on December 13, 2016 under the authority of the City Manager so as to expedite the placement of additional parking spaces. The proposed amendment increases the consideration and term of the contract for Phase 2 of the operational plan, which requires City Council approval.

Phase 2 consists of the parking attendant-assist operations for the duration of the North Santa Monica Boulevard reconstruction project (approximately 18 months). Amendment No. 1 modifies the agreement for Phase 2 implementation of the operational plan. It also includes other allowances for cleaning and power washing, signage installation and modification, removing the existing 39 on-street spaces from services in order to account for unanticipated impacts of reconstruction as well as any unforeseen circumstances.

Allowances will be directed by the City and consist of not-to-exceed amounts by category. To account for additional unplanned and unpredictable maintenance, repair or service needs that require immediate response or specialized expertise, an as-needed general allowance is also included to ensure the continuity of operations.

There will be no single drop-off point as with a valet service. Instead, customers self-park and allow attendants access to their vehicles' keys. This enables the attendants to move vehicles as needed so that customers whose vehicles are blocked by others may exit. The additional spaces open for public use require that one attendant be available in each facility between 10:00 a.m. and 6:00 p.m., Monday through Saturday.

In a separate agreement with the City, PCI currently provides parking structure operation services at three City parking facilities where there is a significant amount of tandem spaces that require attendant-assisted parking. PCI was selected to provide these services in July of 2013 through a competitive Request for Proposals ("RFP") process that included proposals from six firms. Under this agreement, PCI has provided the City with high levels of service and has become familiar with City standards, processes and requirements.

This proposed Amendment No. 1 includes the same pricing and terms for attendant-assisted parking services as previously determined and approved in the 2013 RFP. As such, staff is recommending that it is in the best interest of the City to approve the proposed amendment with PCI to provide Phase 2 implementation services.

FISCAL IMPACT

Funds for these contracts are available in the Capital Improvement Budget in CIP No. 0889.



George Chavez

Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
LINDMARK ENGINEERING, INC. FOR ARSENIC EVALUATION
AND ENVIRONMENTAL SERVICES RELATED TO THE SANTA
MONICA BOULEVARD RECONSTRUCTION PROJECT

NAME OF CONSULTANT: Lindmark Engineering, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Ulf Lindmark, P.E.

CONSULTANT'S ADDRESS: 2625 Townsgate Road, Suite 330,
Westlake Village, CA, 91361

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

COMMENCEMENT DATE: May 2, 2016

TERMINATION DATE: December 31, 2016

CONSIDERATION: Not to exceed \$44,700.00, including expenses as more particularly described in Exhibit A,

Contingency for additional services not to exceed \$5,000.00

Total not to exceed \$49,700.00 and more particularly described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
LINDMARK ENGINEERING, INC. FOR ARSENIC EVALUATION
AND ENVIRONMENTAL SERVICES RELATED TO THE SANTA
MONICA BOULEVARD RECONSTRUCTION PROJECT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Lindmark Engineering, Inc., a Corporation (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to contract for planning services including site and building assessments, recommendations, and master planning services provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

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

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

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

(b) Expenses

CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

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

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

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

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

Section 7. Responsible Principal(s)

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

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

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

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

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

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

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

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

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

(4) Professional Liability Insurance.

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

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

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

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

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

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

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

Section 12. Indemnification.

(a) In connection with the design professional services required by this Agreement, and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify CITY, and its elected officials, officers, employees, designated volunteers, and agents serving as independent contractors in the role of city officials,

("Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subconsultants, or agents in the performance of its professional design services under this Agreement. CONSULTANT shall defend Indemnitees in any actions filed in connection with any such claims with counsel of Indemnitees' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

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

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

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

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

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

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

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

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

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

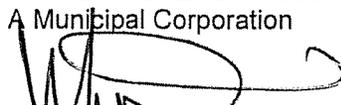
Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

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

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

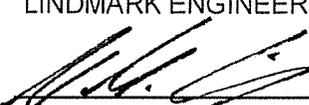
EXECUTED the 17th day of May 2016 at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation



MAHDI ALUZRI *RR*
City Manager

CONSULTANT:
LINDMARK ENGINEERING, INC.



ULF LINDMARK
President

APPROVED AS TO CONTENT



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



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall perform services at the direction of the CITY's project manager:

The purpose of this assessment is to provide site-specific arsenic concentrations that will be used in further assessments, agency communication and preparation of potential dust control and monitoring plans to be implemented during the construction phase of the Santa Monica Boulevard Reconstruction Project.

SCOPE OF WORK

Task 1 – Planning and Preparation

Health and Safety Plan Preparation

CONSULTANT will prepare a site-specific health and safety plan that will be implemented per OSHA requirements (29 CFR 1910.120) to address our soil sampling activities. CONSULTANT assumes that the drilling contractor will have its own health and safety plan.

Task 2 – Soil Sampling and Laboratory Analysis

CONSULTANT will obtain soil samples from 47 pothole locations described as A1 through A34 and B1 through B13 on the attached drawings. CONSULTANT assumes potholes will be advanced by a hand or mechanical auger drill to the designated sampling depths. Soil samples will be collected from 6 inches below ground surface (bgs), 2 feet bgs, and from 4 to 5 feet bgs in pot holes advanced deeper than 3-feet bgs. Soil samples will be collected from undisturbed soil at the selected intervals using a slide hammer equipped with 6-inch stainless steel sample rings. The slide hammer will be decontaminated in a three-bucket wash solution between sample intervals to avoid cross contamination. Soil samples will be retained within the sample rings and sealed at both ends with Teflon tape and plastic end caps.

Assuming 25% of the A1 through A34 borings will be terminated below 3 feet bgs and assuming 10 % duplicate samples, CONSULTANT estimates that a total of 114 soil samples will be collected and analyzed. The samples will be labeled, and stored, in a chilled ice chest for transport under chain-of-custody documentation to American Scientific Laboratories, LLC (ASL), a state-certified laboratory, for analysis. CONSULTANT proposes to analyze each soil sample for arsenic by EPA Method 6010B.

Task 3 – Preparation of Arsenic Sampling Report

CONSULTANT will prepare an arsenic sampling report based on analytical data obtained in the previous task.

The report will document the potholing and soil sampling activities and will include the following sections:

- Site background information;
- Scope of potholing activities;
- Chemical concentration data tables and sample location maps, and;
- Findings, conclusions, and recommendations.

Task 4- Additional Environmental Services

Additional services are dependent on the arsenic concentrations detected in the soil. CONSULTANT expects that the arsenic concentrations will at least require a statistical evaluation by a toxicologist and possibly the preparation of a human health risk assessment report.

In addition to the above services, we anticipate that CONSULTANT will assist the City in agency communication and preparation of dust control and monitoring specifications.

Additional services require approval and authorization by the City.

Assumptions

The following are assumptions and exclusions for this proposal:

- CONSULTANT assumes all subsurface drilling or excavation work will be performed by the client and its subcontractors. CONSULTANT is not responsible for contacting Underground Service Alert, and is not responsible for any impact to subsurface obstructions or utilities.
- CONSULTANT assumes no waste requiring disposal will be generated as part of our soil sampling activities.
- Costs for soil sampling are based on the number and type described in this proposal. CONSULTANT assumes costs for 63 arsenic samples on standard turnaround time, and 65 samples for arsenic on 24-hour turnaround time. A cost amendment will be required for any unexpected increase in number or type of laboratory analysis.
- CONSULTANT assumes work will be performed in four days or less during weekends.
- CONSULTANT assumes arsenic is the only chemical of concern. If field conditions would indicate other potential contaminants, LE will advise the City of cost and scope of additional sampling and analysis.
- CONSULTANT assumes the arsenic concentrations in the soil will be below the level that is potentially hazardous for waste classifying purposes.
- A cost amendment will be required for unexpected project delays from the construction contractor or unexpected site conditions.

Project Schedule

Consultant anticipates the following schedule to complete the proposed scope of work after receiving authorization to proceed (cumulative weeks):

1. Task 1 - Planning and Preparation..... 0-1 weeks
2. Task 2 - Soil Sampling and Laboratory Analysis..... 2-3 weeks
3. Task 3 - Preparation of Arsenic Sampling Report.....3-4 weeks
4. Task 4 – Additional environmental services (if arsenic concentration is high)

Task 1: Planning and Preparation

Labor	Unit	Rate	Quantity	Cost
HASP Preparation	ls	\$ 300.00	1	\$ 300.00
Labor Subtotal				\$ 300.00
TASK 1 TOTAL				\$ 300.00

Task 2: Soil Sampling and Laboratory Analysis

Labor	Unit	Rate	Quantity	Cost
Senior Project Geologist	hrs	\$ 120.00	90	\$ 10,800.00
Principal Engineer	hrs	\$ 175.00	9	\$ 1,575.00
Labor Subtotal				\$ 12,375.00
Laboratory				
Arsenic by 6010 - Standard TAT	ea	\$ 19.00	57	\$ 1,083.00
Arsenic by 6010 - 24hr TAT	ea	\$ 27.00	57	\$ 1,539.00
Laboratory Subtotal				\$ 2,622.00
ODCs				
Mileage	mile	\$ 0.65	540	\$ 351.00
PID	day	\$ 100.00	9	\$ 900.00
Small consumables	day	\$ 25.00	4	\$ 100.00
ODCs Subtotal				\$ 1,351.00
TASK 2 TOTAL				\$ 16,348.00

Task 3: Preparation of Arsenic Sampling Report

Labor	Unit	Rate	Quantity	Cost
Senior Project Geologist	hrs	\$ 120.00	16	\$ 1,920.00
Principal Engineer	hrs	\$ 175.00	6	\$ 1,050.00
Labor Subtotal				\$ 2,970.00
TASK 3 TOTAL				\$ 2,970.00

Task 4: Additional Environmental Services (If arsenic concentration is high)

a) Statistical Evaluation by a toxicologist and preparation of a human health risk assessment report	\$13,650
b) Assisting City in Agency Communication and Preparation of Dust Control and Monitoring Specifications	\$11,432
TASK 4 TOTAL	\$25,082
PROJECT TOTAL	\$ 44,700.00

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY agrees to compensate CONSULTANT on a time-and-materials basis, with a not to exceed amount of Forty Four Thousand Seven Hundred Dollars (\$44,700.00).

The Contingency in the amount not to exceed Five Thousand Dollars (\$5,000.00) is for additional, unforeseen, and unanticipated work outside the scope of services described in Exhibit A, and shall not be undertaken without the express direction by the city in writing. Compensation for said additional work shall be mutually agreed upon the parties in writing.

In no event shall the Fee and Contingency exceed Forty Nine Thousand Seven Hundred Dollars (\$49,700.00)

CONSULTANT shall submit an itemized statement to CITY on a CITY approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service, if appropriate. CITY shall pay CONSULTANT the amount of such undisputed billing within thirty (30) days of receipt of same.

The following hourly rate schedule shall apply to services under this agreement.

2016 SCHEDULE OF CHARGES

Professional Hourly Rates:

Chief/Managing Principal:	\$ 175
Senior Engineer/Geologist/Scientist/ Project Manager:	\$ 130
Project Engineer/Geologist/Scientist/ Manager:	\$ 110
Construction Manager:	\$ 100
Associate Engineer/Geologist/Scientist, Supervising Engineering Technician:	\$ 90
Staff Engineer/Geologist/Scientist, Senior Engineering Technician:	\$ 80
CAD Operator:	\$ 70
Technical Editor/Writer:	\$ 70
Administrative Assistant:	\$ 50

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

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

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

TITLE: _____

AGENCY: _____

ADDRESS: _____

Attachment 2

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND LINDMARK ENGINEERING,
INC. FOR ARSENIC EVALUATION AND ENVIRONMENTAL
SERVICES RELATED TO THE SANTA MONICA BOULEVARD
RECONSTRUCTION PROJECT

NAME OF CONSULTANT:	Lindmark Engineering, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Ulf Lindmark, P.E.
CONSULTANT'S ADDRESS:	2625 Townsgate Road, Suite 330 Westlake Village, CA 91361
CITY'S ADDRESS:	City of Beverly Hills 345 N. Foothill Road Beverly Hills, CA 90210 Attention: Mark Cuneo, City Engineer
COMMENCEMENT DATE:	December 20, 2016
TERMINATION DATE:	Upon satisfactory completion of all work required under this Agreement as determined by CITY
CONSIDERATION:	<u>Original Agreement</u> : Not to exceed \$49,700 (includes contingency); <u>Amendment No. 1</u> : Not to exceed \$83,000 (includes contingency); as more specifically described in Exhibit B <u>Original Agreement and Amendment No. 1</u> : Total not to exceed \$132,700

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND LINDMARK ENGINEERING, INC.
FOR ARSENIC EVALUATION AND ENVIRONMENTAL
SERVICES RELATED TO THE SANTA MONICA BOULEVARD
RECONSTRUCTION PROJECT

This Amendment No. 1 is to that certain Agreement dated May 17, 2016 and identified as Contract No. 153-16 (the "Agreement"), between the City of Beverly Hills, a municipal corporation ("CITY"), and Lindmark Engineering, Inc., (hereinafter called "CONSULTANT") for arsenic evaluation and environmental services, copies of which are on file in the Office of the City Clerk.

RECITALS

A. CITY entered into a written agreement with CONSULTANT to perform arsenic evaluation and environmental services for the North Santa Monica Boulevard reconstruction project ("Project").

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

Section 5. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____, 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

MAHDI ALUZRI
City Manager

OPERATOR: Parking Concepts, Inc.

ROBERT HINDLE
Vice President

GILL BARNETT
Secretary

APPROVED AS TO FORM

APPROVED AS TO CONTENT

LAURENCE S. WIENER
City Attorney

GEORGE CHAVEZ
Assistant City Manager/ Director of Public Works

GENEVIEVE ROW
Parking Services Manager

SHARON L'HEUREUX DRESSEL
Interim Risk Manager

ATTACHMENT 1 TO
EXHIBIT A
ADDITIONAL SCOPE OF WORK

CONSULTANT shall provide the following supplemental arsenic evaluation and environmental services before and during the reconstruction of North Santa Monica Boulevard (the "Project"):

1. Task 1 – Research of Historic Railroad Operations in the Vicinity of Doheny Road

CONSULTANT obtained and reviewed Sanborn Fire Insurance Maps, aerial photographs and historic photographs of the railroad operations in the vicinity of Doheny Road. Based on CONSULTANT's research, two tracks ran parallel within the former railroad right-of-way; and furthermore, the island located west of Doheny Road was created around 1968 when North Santa Monica Boulevard ("NSMB") was connected to Civic Center Drive across the former railroad. Therefore, an arsenic assessment of the soil beneath the asphalt surface was performed west and south of the island.

2. Task 2 – Arsenic Assessment at the Lot 13 Island (Phase III Arsenic Assessment)

On October 21, 2016, CONSULTANT obtained soil samples from nine pothole locations, D1 through D9, west and south of the island west of Doheny Road. The soil samples were collected from depths below surface ranging from 10 inches to 2 feet and were analyzed for arsenic by EPA Method 6010B. The sample that contained the highest arsenic concentration was also analyzed by EPA Method 6010 STLC and was determined to represent non-hazardous soil. Based on the analytical results, CONSULTANT determined there would be a need for environmental monitoring during excavation and disposal restrictions for excavated soil.

3. Task 3 – Preparation of Final Arsenic Assessment Report

CONSULTANT shall prepare a final arsenic assessment report that will present and incorporate the three phases of assessment.

The report will document the potholing and soil sampling activities and shall include the following sections:

- NSMB site background information;
- Scope of potholing activities;
- Chemical concentration data tables and sample location maps;
- Statistical evaluations; and
- Findings, conclusions, and recommendations.

4. Task 4 – Agency Communication and Meetings

CONSULTANT shall communicate with a CITY designated project manager and attend any required meetings prior to the commencement of field work. As requested, CONSULTANT shall assist CITY in communication with the Department of Toxic Substances and Control.

5. Task 5 – Environmental Monitoring and Reporting during NSMB Reconstruction

1. Health and Safety Plan Preparation

CONSULTANT shall prepare a site-specific health and safety plan to address the proposed scope of work. The safety plan will be implemented per OSHA requirements (29 CFR 1910.120) and will solely be used by our field personnel. All on-site CONSULTANT environmental professionals will have valid 40-hr HAZWOPER training.

2. Environmental Monitoring and Sampling

The CITY's contractors' scope of work that requires CONSULTANT to observe and monitor is anticipated to entail excavation of base material and soil for the replacement of curbs, gutters and paving on the west and south side of the island at Doheny Road. CONSULTANT shall observe the site activities performed by contractors for the duration of the Project (assumed to be six weeks).

If requested, CONSULTANT shall collect and analyze soil samples for waste profiling as required by the disposal facility. CONSULTANT is expecting maximum three soil samples that will be analyzed at a state-certified laboratory (American Scientific Laboratories) for total petroleum hydrocarbons carbon chain (TPH) by EPA Method 8015M, volatile organic compounds (VOCs) by EPA Method 8260B, and Title 22 Metals by EPA Method 6010B/7471A. As a contingency, CONSULTANT is including 30 soil analyses for arsenic by EPA Method 6010B.

The air monitoring shall include one weather station to monitor ambient weather conditions (wind speed, wind direction, and relative humidity), three monitoring locations for total dust, and sampling locations for total arsenic in dust. Total dust will be continuously monitored with MIE Model 1000 personal dust monitors. The upwind and downwind arsenic levels will be monitored daily with low-flow sampling pumps attached to 37 mm MCE cartridges analyzed utilizing NIOSH Method 7300, and submitted on 24-hour laboratory turn-around time. The total dust monitoring and arsenic sampling will continue through the end of the Project.

The three monitoring stations for dust shall be positioned at locations upwind, within the work area and downwind of the work areas. The two arsenic sampling locations shall be positioned at the upwind and downwind monitoring stations. CONSULTANT shall monitor the weather station and monitoring locations approximately every 15 minutes during site work. If, during site work, differential dust levels are recorded greater than 50 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$), CONSULTANT shall immediately notify the on-site field manager and dust suppression methods (e.g., water misting, covering soil stockpiles, loading smaller loads, etc.) must be implemented to reduce the dust levels.

6. Task 6 – Reporting

1. Daily Field Reports

CONSULTANT shall prepare daily field reports during the Project. The field reports shall include field observations, meeting notes, personnel on-site, equipment arrival and departure time, work hours, and any other vital project information pursuant to the Project. Additionally, CONSULTANT shall maintain a photo log to visually document project implementation activities at the site. Finally, CONSULTANT shall mark the locations of daily site work on a map.

2. Project Completion Report

At the completion of the Project, CONSULTANT shall prepare a Project completion report that will summarize CONSULTANT's sampling and monitoring will attach the following documents:

- Air monitoring data;

- Daily field reports;
- Site map identifying daily work areas;
- Analytical data and chain-of-custody documents;
- Waste manifests; and
- Photographs.

2. Project Cost

CONSULTANT proposes to undertake the scope of work on a time-and-materials basis, not to exceed \$75,472 as described in Attachment 1 to Exhibit B and Table 1 to that Exhibit.

3. Assumptions

The following are assumptions and exclusions in connection with the Scope of Work:

- CONSULTANT assumes field work will be completed in six weeks (30 working days). If additional days of observations and monitoring are required, the cost for each additional day is estimated to be \$1,600;
- The workdays are based on a standard 8-hour day on-site from Monday through Friday;
- CONSULTANT shall not provide construction management activities, but our services will be limited to environmental monitoring and observations of site work that may generate dust;
- CONSULTANT shall be notified one week in advance of field work;
- The CITY's contractors are responsible for providing any required personal protective equipment for their own employees; and
- CONSULTANT is assuming that one environmental professional will be able to perform the daily monitoring and that three monitoring stations will suffice. This will require that CITY's contractors assign all workers and equipment that may generate dust to the same general area in any given day. If the work is spread out over a larger area, additional monitoring personnel and equipment will be required which are not included in the budget.

ATTACHMENT 1 TO

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONSULTANT for the services required by this Agreement in an amount not to exceed \$75,472 at the following rates and more particularly described in Table 1 to this Exhibit.

2016 SCHEDULE OF CHARGES

Professional Hourly Rates:

Chief/Managing Principal:	\$ 175
Senior Engineer/Geologist/Scientist/ Project Manager:	\$130
Project Engineer/Geologist/Scientist/ Manager:	\$110
Construction Manager:	\$100
Associate Engineer/Geologist/Scientist, Supervising Engineering Technician:	\$90
Staff Engineer/Geologist/Scientist, Senior Engineering Technician:	\$80
CAD Operator:	\$70
Technical Editor/Writer:	\$70

*Supplemental Billing List attached

Permits and Outside Services: Permit fees and outside services, including but not limited to laboratory, drilling, disposal, excavation, equipment rental, messenger/express mail, and reproduction, will be charged at cost plus 8%.

CONSULTANT shall submit an itemized statement to CITY on a CITY approved form for its services performed in the prior month based on the percentage of work completed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service, if appropriate. CITY shall pay CONSULTANT the amount of such undisputed billing within thirty (30) days of receipt of same.

SUPPLEMENTAL BILLING LIST

Soil and Water					
Unit #	Rate	Unit #	Rate		
01	Hand-auger and Soil Sampler	\$30/day	30	Aquifer Data Logger (8-channel)	\$120/day
02	Line/Cable Locator	\$75/day	31	Dissolved Oxygen Meter	\$40/day
03	Metal Detector	\$10/day	38	ORP/pH/Temp Meter	\$30/day
05	Portable Generator	\$50/day	67	Solinst Levellogger® System (4 Levelloggers/1 Barologger)	\$100/day
07	Demolition Hammer	\$50/day	68	Solinst Levellogger® System (4 Levelloggers/1 Barologger)	\$400/week
08	Brass Rings	\$6 each	69	Solinst Levellogger® System (4 Levelloggers/1 Barologger)	\$1,200/month
13	Disposable Bailer	\$10 each	101	En Core® Sampler	\$10 each
14	Conductivity/pH/Temp/TDS/ORP Monitor	\$30/day	102	Passive Skimmer/Oil Trap	\$20/month
15	Water-level Indicator	\$30/day	103	Air Compressor	\$85/day
16	Level or Transit and Rod	\$40/day	104	Stainless Steel Rings	\$10 each
18	Submersible Pump	\$50/day	105	DC Purging Pump	\$20/day
19	Interface Probe	\$45/day	106	Portable Hach® Colorimeter	\$50/day
21	Turbidity Meter	\$20/day			
Air and Gas					
Unit #	Rate	Unit #	Rate		
50	Draeger Tubes	\$10 each	54	Vapor Probes	\$10 each
51	Magnehelic Gauge	\$10/day	55	Flame-ionization Detector	\$150/day
52	Photo-ionization Detector (PID)	\$100/day	155	Flame-ionization Detector	\$500/week
152	Photo-ionization Detector (PID)	\$350/week	56	Tedlar Bags	\$12 each
53	Pitot Tubes	\$10/day			
Monitoring Well Installation Materials					
Unit #	Rate	Unit #	Rate		
60	55-Gallon DOT-Approved Drum	\$45 each	64	Well Box (8-inch)	\$80 each
61	2-inch Locking Well Cap	\$20 each	65	Asphalt Patch	\$15/boring
62	4-inch Locking Well Cap	\$25 each	66	Well Box (12-inch)	\$105 each
63	Concrete (90-lb. bag)	\$10 each			
Health and Safety Equipment					
Unit #	Rate	Unit #	Rate		
70	Tyvek Suit, steel-toed Boots	\$10/day/person	72	Level B Protection	\$100/day/person
71	Level C Protection (incl. respirator and face shield)	\$30/day/person			
Vehicles					
Unit #	Rate	Unit #	Rate		
90	Car Mileage	\$0.45/mile	91	Van/Truck Mileage	\$0.50/mile
92	Heavy-duty Truck	\$60/day	93	Heavy-duty Truck Mileage	\$0.60/mile
Miscellaneous					
Unit #	Rate	Unit #	Rate		
06	Video Camera	\$55/day	73	D-Size Blue Line Print	\$1.25 each
10	Padlock, #3 or #7	\$10 each	26	Disposable Camera	\$12 each
11	35mm Film (Process & Print Extra)	\$6 each	41	250-gallon Double-walled Storage Tank	\$125/month
40	Small Consumables (incl. gloves, water, rope, tape, twine, pens, bottles, paint, warning tape, distilled water, etc.)	\$25/day	115	Cut-off Saw	\$100/day

Table 1 – Cost Schedule

NSMB – Reconstruction, Beverly Hills

Item	Description	Units		Cost	Subtotal	Total
1	Research of Historic Railroad Operations in the Vicinity of Doheny Rd					\$1,342.00
	Senior Principal	3	hr	\$175.00	\$525.00	
	Project Geologist	6	hr	\$110.00	\$660.00	
	EDR Report	1	ea	\$157.00	\$157.00	
2	Arsenic Assessment of Lot 13 Island Vicinity (Phase III)					\$1,760.00
	Senior Principal	2	hr	\$175.00	\$350.00	
	Project Geologist	4	hr	\$110.00	\$440.00	
	Staff Geologist	8	hr	\$80.00	\$640.00	
	Mileage	80	mile	\$0.65	\$52.00	
	Daily Consumables	1	ea	\$25.00	\$25.00	
	Arsenic 6010B -Std	9	ea	\$19.00	\$171.00	
	Arsenic 6010BSTLC -72 hr	1	ea	\$82.00	\$82.00	
3	Preparation of Final Arsenic Assessment Report					\$7,510.00
	Senior Principal	8	hr	\$175.00	\$1,400.00	
	Project Geologist	26	hr	\$110.00	\$2,860.00	
	CAD Operator	15	hr	\$70.00	\$1,050.00	
	Intrinsic - Toxicologist	1	ea	\$2,200.00	\$2,200.00	
4	Agency Communication and Meetings					\$2,865.00
	Senior Principal	16	hr	\$175.00	\$2,800.00	
	Mileage	100	mile	\$0.65	\$65.00	
5	Air Monitoring and Site Work Observations					\$54,655.00
	<i>Health and Safety Plan Preparation</i>					
	Senior Principal	0.6	hr	\$175.00	\$105.00	
	Project Geologist	3	hr	\$110.00	\$330.00	
	<i>Environmental Monitoring and Sampling</i>					
	Senior Principal	16	hr	\$175.00	\$2,800.00	
	Project Geologist	300	hr	\$110.00	\$33,000.00	
	Arsenic - air, NIOSH 7300, EMCE filter, cassette, 24 hour	90	ea	\$95.00	\$8,550.00	
	Overnight shipping	30	ea	\$16.00	\$480.00	
	Dust meters, (3 meters)	6	wk	\$648.00	\$3,888.00	
	Air pumps (3), blue low flow pump and one controller	6	wk	\$257.00	\$1,542.00	
	Weather station	6	wk	\$95.00	\$570.00	
	Mileage	1800	mile	\$0.65	\$1,170.00	
	Daily Consumables	30	ea	\$25.00	\$750.00	
	VOCs by EPA Method 8260B	3	ea	\$90.00	\$270.00	
	Title 22 Metals by EPA Method 6010B/7471A	3	ls	\$120.00	\$360.00	
	TPH Full Range by EPA Method 8015M	3	ls	\$90.00	\$270.00	
	Arsenic 6010B-Std	30	ea	\$19.00	\$570.00	
6	Reporting					\$7,340.00
	<i>Daily Field Reports</i>					
	Project Geologist	30	hr	\$110.00	\$3,300.00	
	<i>Project Completion Report</i>					
	Senior Principal	4	hr	\$175.00	\$700.00	
	Project Geologist	24	hr	\$110.00	\$2,640.00	
	CAD Operator	10	hr	\$70.00	\$700.00	
	TOTAL COST					\$75,472.00

Attachment 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
PARKING CONCEPTS, INC. FOR THE RECONFIGURATION
AND OPERATION OF CERTAIN PARKING FACILITIES
RELATED TO THE SANTA MONICA BOULEVARD
RECONSTRUCTION PROJECT

NAME OF OPERATOR: Parking Concepts, Inc.

RESPONSIBLE PRINCIPAL
OF OPERATOR: Robert Hindle, Vice President

OPERATOR'S ADDRESS: 1801 South Georgia Street
Los Angeles, CA 90015
Attention: Robert Hindle, Vice President

CITY'S ADDRESS: City of Beverly Hills,
Public Works Department
345 Foothill Road
Beverly Hills, CA 90210
Attention: Director of Public Works

COMMENCEMENT DATE: November 1, 2016

TERMINATION DATE: January 30, 2017, unless extended
pursuant to Section 2 of the Agreement

CONSIDERATION: Not to exceed \$50,000.00

**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
PARKING CONCEPTS, INC. FOR THE RECONFIGURATION
AND OPERATION OF CERTAIN PARKING FACILITIES
RELATED TO THE SANTA MONICA BOULEVARD
RECONSTRUCTION PROJECT**

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Parking Concepts, Inc. (hereinafter called "OPERATOR").

RECITALS

A. CITY desires to have certain Services provided (the "Services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. OPERATOR represents that it is qualified and able to perform the Services.

NOW, THEREFORE, the parties agree as follows:

Section 1. OPERATOR's Services. OPERATOR shall perform the Services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. OPERATOR shall perform the Services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for two additional one-year periods pursuant to the same terms and conditions of the Agreement, upon written notice to OPERATOR thirty (30) days prior to the expiration of the current term.

Section 3. Compensation. CITY agrees to compensate OPERATOR, and OPERATOR 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, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of OPERATOR'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 OPERATOR said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 4. Independent Contractor. OPERATOR 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 OPERATOR or any of OPERATOR's employees, except as herein set forth. OPERATOR 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. Assignment. OPERATOR shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. Responsible Principal(s)

(a) OPERATOR's Responsible Principal set forth above shall be principally responsible for OPERATOR's obligations under this Agreement and shall serve as principal liaison between CITY and OPERATOR. Designation of another Responsible by OPERATOR 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. OPERATOR represents that it has, or shall secure at its own expense, all personnel required to perform OPERATOR's Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 8. Interests of OPERATOR. OPERATOR 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 OPERATOR.

Section 9. Insurance.

(a) OPERATOR 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 OPERATOR.

(b) OPERATOR 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 OPERATOR in performing the Services required by this Agreement.

(c) OPERATOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Garage Keepers Legal Liability with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

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

(e) OPERATOR 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) OPERATOR 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 OPERATOR's expense, the premium thereon.

(h) At all times during the term of this Agreement, OPERATOR 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. OPERATOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of General Liability, Vehicle Liability and Garage Legal Liability 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 OPERATOR 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, OPERATOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or OPERATOR shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. OPERATOR 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 OPERATOR or any person employed by OPERATOR in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon at least five (5) days written notice to OPERATOR. OPERATOR 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 OPERATOR, OPERATOR shall be paid full compensation for all Services performed by OPERATOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, OPERATOR 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 OPERATOR for the full performance of the Services required by this Agreement.

Section 12. CITY's Responsibility. CITY shall provide OPERATOR with all pertinent data, documents, and other requested information as is available for the proper performance of OPERATOR'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 OPERATOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 14. License and Permits. OPERATOR shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation. Such permits shall not be subject to reimbursement.

Section 15. 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 OPERATOR must be made in writing and approved by both parties.

Section 16. Notice. Any notice required to be given to OPERATOR shall be deemed duly and properly given upon delivery, if sent to OPERATOR postage prepaid to OPERATOR's address set forth above or personally delivered to OPERATOR at such address or other address specified to CITY in writing by OPERATOR.

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 OPERATOR in writing by CITY.

Section 17. 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.

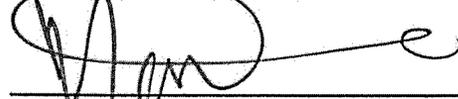
Section 18. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and OPERATOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and OPERATOR.

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

Section 20. 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 13th day of December 2016 at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation



MAHDI ALUZRI
City Manager *KA*

PARKING CONCEPTS, INC.



ROBERT HINDLE
Vice President



GILL BARNETT
Secretary

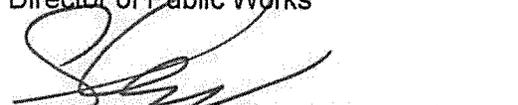
APPROVED AS TO FORM



GENEVIEVE ROW
Parking Services Manager



GEORGE CHAVEZ
Assistant City Manager /
Director of Public Works



SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A
SCOPE OF WORK

GENERAL SCOPE OF WORK

OPERATOR shall provide reconfiguration and operation services for five parking facilities located along South Santa Monica Boulevard in Beverly Hills, known as the Santa Monica 5, in accordance with Phase 1 of the operational plan. These parking facilities are located and identified as shown in the table below.

Facility	Address
SM-1	485 N. Beverly Dr.
SM-2	485 N. Rodeo Dr.
SM-3	485 N. Camden Dr.
SM-4	485 N. Bedford Dr.
SM-5	485 N. Roxbury Dr.

OPERATOR shall implement Scenario 1 of the operational options described in the Parking Capacity Analysis Memorandum dated October 10, 2016, as it relates to the addition of parking spaces at the above facilities, henceforth referred to as the "Operational Plan, Phase 1," according to all applicable laws and City standards for parking space layout.

OPERATOR shall conduct all work necessary for the implementation of the Operational Plan, Phase 1 related to consultant design and review, striping of parking spaces, installation of parking space counting/monitoring equipment, and the installation of additional signage and other equipment.

OPERATOR shall provide as-needed management, cleaning and/or attendant-assisted parking services and related to implementation of the Operational Plan, Phase 1, as directed by the CITY.

Upon the CITY's request, each engagement for services will be set forth in writing in an executed Individual Project Order (IPO) to be approved by the CITY in writing before any work, billing, or demand for payment will be initiated. Each IPO shall contain an estimated cost for the project along with a Not-to-Exceed amount which shall include all labor and expenses. If the scope of the engagement changes or the cost of the engagement will exceed the Not-to-Exceed amount, then the OPERATOR shall obtain written permission or an amendment to the IPO.

The Operational Plan should include the following items, which may vary dependent upon OPERATOR recommendations and CITY approval.

1. The striping of additional parking spaces situated parallel to and along the north wall of the top floor of all Santa Monica 5 parking structures.
 - a. SM-1, 8 additional parking spaces
 - b. SM-2, 7 additional parking spaces
 - c. SM-3, 7 additional parking spaces
 - d. SM-4, 8 additional parking spaces
 - e. SM-5, 11 additional parking spaces
2. The installation of additional parking space counting/monitoring equipment that is consistent with and compatible to existing parking space counting/monitoring equipment.
3. The installation of additional signage, as directed by City. Parking spaces described in Item 1., above, shall each have a sign posted that parking prohibited during posted hours.
4. Installation and purchase of other equipment that such as go-jacks and key boxes that is necessary for the implementation of the operational plan, as approved by the CITY.
5. The deployment of attendant-assisted parking between the hours of 10:00am-6:00pm, Monday through Saturday. These hours are subject to modification as directed by the CITY.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate OPERATOR for the satisfactory performance of the work described in this Agreement, in a total amount not to exceed Fifty Thousand Dollars (\$50,000.00), according to the table below.

1. Striping Additional Parking Spaces,	\$400.00
2. Installation of Space Counting Equipment	\$18,450.00 (\$450 per space x 41 spaces)
3. Installation of Signage	\$1,435.00 (\$35 per space x 41 spaces)
4. Purchase of Go-Jacks	\$1,400.00 (\$700 per set x 2 sets)
5. Purchase of Key Boxes	\$875.00
6. Attendant-Assisted Parking	Not to Exceed \$25,506.00 (1,170 hours)
7. Additional As-Needed Services	Not to Exceed \$1,934.00

Hourly Rates for Attendant-Assisted Parking

	Through 6/30/2017	Effective 7/1/2017
Hourly Wage	\$11.50	\$13.00
Workers Compensation	10.70%	10.70%
Payroll Taxes	13.90%	13.90%
Health & Welfare	15.12%	15.12%
Vacation/Sick/Holiday Accrual	5.00%	5.00%
Subtotal	\$16.87	\$19.07
Other Expenses		
Liability/GKLL Insurance	\$2.25	\$2.25
Supplies	\$0.38	\$0.38
Uniforms	\$0.21	\$0.21
Management Fee	\$2.09	\$2.09
Subtotal	\$4.93	\$4.93
Total	\$21.80	\$24.00

* If contract termination date is amended or extended beyond this date

OPERATOR shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay OPERATOR the undisputed amount of such undisputed billing within thirty (30) days of receipt of same.



EXHIBIT C
CERTIFICATE OF INSURANCE

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

NAMED INSURED _____

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS _____

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

Attachment 4

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND PARKING CONCEPTS, INC. FOR
THE RECONFIGURATION AND OPERATION OF CERTAIN
PARKING FACILITIES RELATED TO THE SANTA MONICA
BOULEVARD RECONSTRUCTION PROJECT

NAME OF OPERATOR: Parking Concepts, Inc.

RESPONSIBLE PRINCIPAL
OF OPERATOR: Robert Hindle, Vice President

OPERATOR'S ADDRESS: 1801 South Georgia Street
Los Angeles, CA 90015

CITY'S ADDRESS: City of Beverly Hills
Public Works Department
345 Foothill Road
Beverly Hills, CA 90210
Attention: Director of Public Works

COMMENCEMENT DATE: November 1, 2016

TERMINATION DATE: September 30, 2018

CONSIDERATION: Original Agreement: Not to exceed \$50,000.00
Amendment No. 1: Not to exceed \$1,039,000.00
Total: Not to exceed \$1,089,000.00, as further
described in Exhibit B

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PARKING CONCEPTS, INC. FOR THE RECONFIGURATION AND OPERATION OF CERTAIN PARKING FACILITIES RELATED TO THE SANTA MONICA BOULEVARD RECONSTRUCTION PROJECT

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Parking Concepts, Inc. (hereinafter called "OPERATOR") dated December 13, 2016 and identified as Contract No. 525-16 ("Agreement").

RECITALS

A. CITY entered into an Agreement with OPERATOR for the reconfiguration and operation of certain parking facilities related to the Santa Monica Boulevard reconstruction project.

B. CITY and OPERATOR desire to amend the Agreement to modify the Scope of Work, extend the Termination Date and increase the compensation the additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Consideration shall be amended as set forth above.

Section 3. Exhibit A, "Scope of Work," shall be amended as attached hereto and incorporated herein.

Section 4. Exhibit B, "Schedule of Payment and Rates," shall be amended as attached hereto and incorporated herein.

Section 5. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____, 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

MAHDI ALUZRI
City Manager

ATTEST:

BYRON POPE
City Clerk

OPERATOR: Parking Concepts, Inc.

ROBERT HINDLE
Vice President

GILL BARNETT
Secretary

APPROVED AS TO FORM

APPROVED AS TO CONTENT

LAURENCE S. WIENER
City Attorney

GEORGE CHAVEZ
Assistant City Manager/ Director of Public Works

GENEVIEVE ROW
Parking Services Manager

SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A
SCOPE OF WORK

GENERAL SCOPE OF WORK

OPERATOR shall provide reconfiguration and operation services for five parking facilities located along South Santa Monica Boulevard in Beverly Hills, known as the Santa Monica 5, in accordance with Phase 1 and Phase 2 of the operational plan. These parking facilities are located and identified as shown in the table below.

Facility	Address
SM-1	485 N. Beverly Dr.
SM-2	485 N. Rodeo Dr.
SM-3	485 N. Camden Dr.
SM-4	485 N. Bedford Dr.
SM-5	485 N. Roxbury Dr.

OPERATOR shall implement Scenario 1 of the operational options described in the Parking Capacity Analysis Memorandum dated October 10, 2016 and attached hereto as Attachment 1 to this Exhibit, as it relates to the addition of parking spaces at the above facilities, henceforth referred to as the "Operational Plan, Phase 1," according to all applicable laws and City standards for parking space layout.

OPERATOR shall conduct all work necessary for the implementation of the Operational Plan, Phase 1 related to consultant design and review, striping of parking spaces, installation of parking space counting/monitoring equipment, and the installation of additional signage and other equipment.

OPERATOR shall provide as-needed management, cleaning and/or attendant-assisted parking services in connection with implementation of the Operational Plan, Phase 1, as directed by CITY's Director of Public Works or his designee.

Upon CITY's written request, each engagement for services will be set forth in writing in an executed Individual Project Order (IPO) to be approved by CITY's Director of Public Works in writing before any work, billing, or demand for payment will be initiated. Each IPO shall contain an estimated cost for each project along with a Not-to-Exceed amount which shall include all labor and expenses. If the scope of the engagement changes or the cost of the engagement will exceed the Not-to-Exceed amount, then the OPERATOR shall obtain a written amendment to the IPO approved by both parties prior to continuing to perform services.

The Operational Plan shall include the following items, which may vary dependent upon OPERATOR recommendations and CITY's written approval.

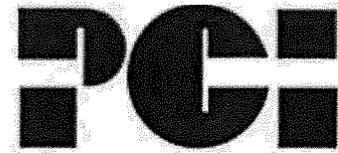
1. The striping of additional parking spaces situated parallel to and along the north wall of the top floor of all Santa Monica 5 parking structures.
 - a. SM-1, 8 additional parking spaces
 - b. SM-2, 7 additional parking spaces
 - c. SM-3, 7 additional parking spaces
 - d. SM-4, 8 additional parking spaces
 - e. SM-5, 11 additional parking spaces
2. The installation of additional parking space counting/monitoring equipment that is consistent with and compatible to existing parking space counting/monitoring equipment.
3. The installation of additional signage, as directed by CITY. Parking spaces described in Item 1., above, shall each have a sign posted that parking is prohibited during posted hours.
4. Installation and purchase of other equipment such as go-jacks and key boxes that is necessary for the implementation of the Operational Plan, as approved by CITY in writing.
5. The deployment of attendant-assisted parking between the hours of 10:00 a.m. and 6:00 p.m., Monday through Saturday. These hours are subject to modification as directed by CITY's Director of Public Works or his designee.

AMENDMENT NO. 1 ADDITIONAL WORK

OPERATOR shall implement Scenario 1 of the operational options described in the Parking Capacity Analysis Memorandum dated October 10, 2016 (Attachment 1), as it relates to the operation of additional parking spaces through attendant-assisted parking services at the above Santa Monica 5 parking facilities, henceforth referred to as the "Operational Plan, Phase 2." The Operational Plan, Phase 2 shall include the deployment of attendant-assisted parking between the hours of 10:00am and 6:00pm, Monday through Saturday while construction takes places on North Santa Monica Boulevard. These hours are subject to modification as directed by the CITY's Director of Public Works or his designee. An allowance for additional hours is included in Exhibit B, Schedule of Payments and Rates.

The Operational Plan, Phase 2 shall include allowances for services according the categories listed below. OPERATOR shall perform work within these categories only upon the prior written approval from CITY's Director of Public Works or his designee. Each engagement shall be set forth in an IPO, as more particularly described in this Exhibit.

- **Cleaning and Pressure washing:** includes steam cleaning, gum removal, cleaning of walls, ceilings, entry ways and or sidewalks.
- **Signage Modification:** includes design, production, installation and related consultant services
- **As-Needed Services:** includes any general services determined necessary by CITY for the successful implementation of the Operational Plan. This may include additional services for cleaning and pressure washing and signage modification.



MEMORANDUM

DATE: October 10, 2016
 TO: Aaron Kunz, Samer Elayyan, Martha Eros, Biljan Vaziri
 CC: Chad Lynn, Peter Martil
 FROM: Richard Raskin
 SUBJECT: Parking Capacity Analysis for SM – 1-5 Parking Structures

All

We have prepared this preliminary draft study detailing vehicle parking projections and operational plans for the SM – 1-5 Parking Structures in Beverly Hills, California.

BACKGROUND

The City of Beverly Hills is planning a major construction project on North Santa Monica Boulevard, between Wilshire Boulevard and Cañon Drive. In an effort to mitigate the expected traffic congestion, the City is considering temporarily eliminating 39 on-street parking spaces along the north side of South Santa Monica Boulevard during the construction process.

A loss, albeit temporary, of 39 spaces is a significant reduction in the inventory of parking offered by the City in this crucial area. The City is considering implementing programs or operational plans that would result in an increase of the space count, or capacity, of the SM – 1-5 Parking Structures along the south side of North Santa Monica Boulevard. The structures are presently available for parking from 8:00 am to 6:00 pm, Monday through Saturday, and are located at:

Table 1: SM – 1-5 Locations and Details

Structure	Address	Spaces*	Entrance from:	Exit onto:
SM – 1	485 N. Beverly Drive	25	Rodeo Drive	Beverly Drive
SM – 2	485 N. Rodeo Drive	24	Camden Drive	Rodeo Drive
SM – 3	485 N. Camden Drive	24	Camden Drive	Bedford Drive
SM – 4	485 N. Bedford Drive	25	Roxbury Drive	Bedford Drive
SM – 5	485 N. Roxbury Drive	43	Roxbury Drive	South Santa Monica Boulevard

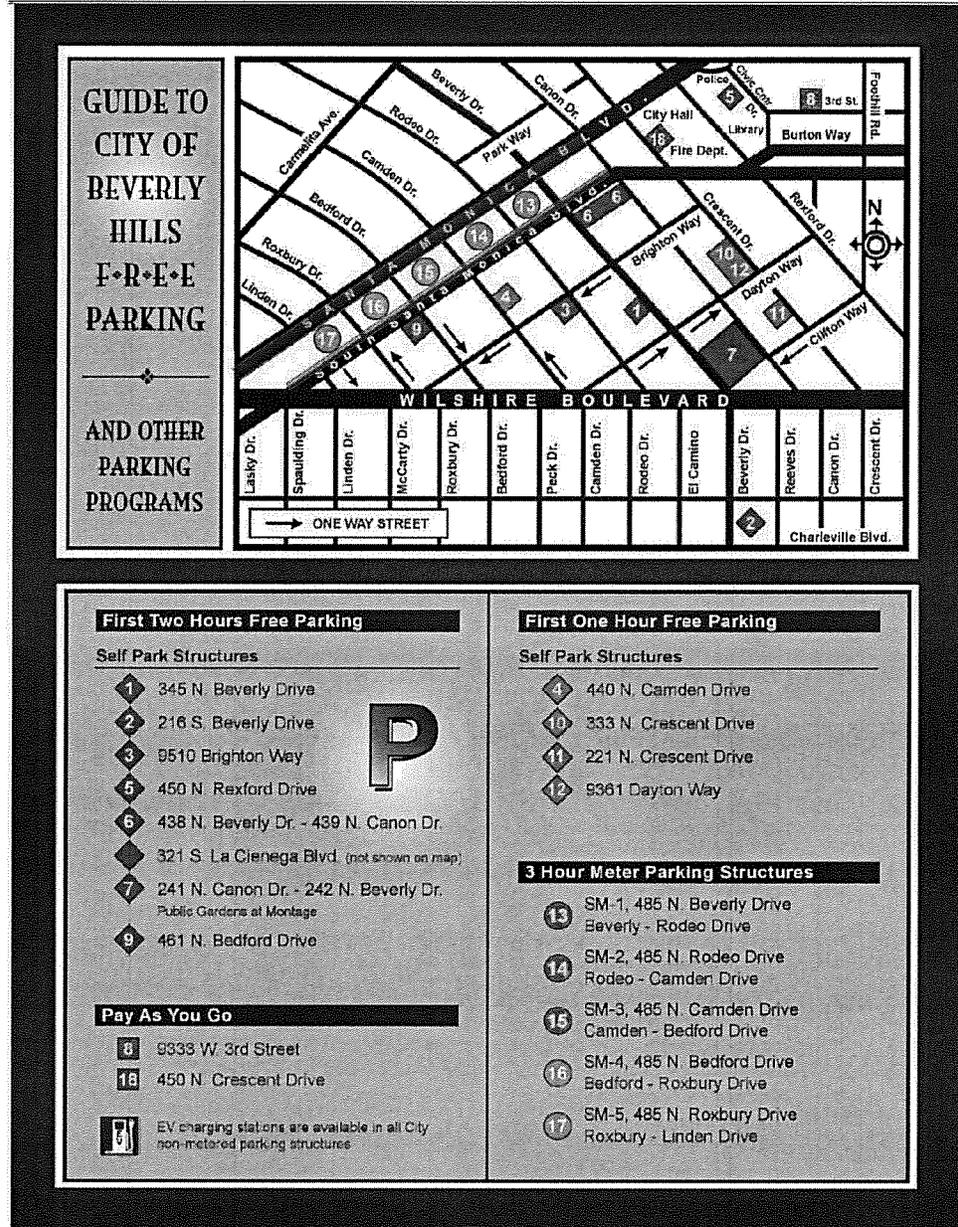
* Upper level only.

Each structure has very similar layouts. Each has a lower and an upper level. Traffic through the lower level and through the upper level of each lot is one-directional. The lower levels have two rows of angled parking, one on each side of a center drive aisle. The upper levels have a single row of parking along the south side of each facility and the drive aisle is on the north side of each.

The map on the following page details their locations relative to the area to be affected by the planned construction, highlighted in orange, and to the parking spaces that will be temporarily removed during this period, highlighted in green. The SM – 1-5 Parking Structures are identified with round yellow labels numbered 13 through 17.

Figure 1: Map of City Parking in Beverly Hills

Source: City of Beverly Hills



OPERATIONAL OPTIONS

As the SM – 1-5 Parking Structures have lower level parking that cannot be reconfigured, or operated, in any way to increase or maximize existing capacity, the remainder of this study will focus only on the upper levels of these facilities. In order to gain enough parking spaces on the upper levels of SM – 1-5 to result in a minimum net loss of 0%, when the eliminated spaces on South Santa Monica are factored in, we will need to increase their capacity by 27%.

Our study is based upon utilizing attendant assist parking as opposed to valet parking. At this point, it is necessary to establish some assumptions that will be employed throughout the next sections of this study.

- To best identify situations in which to establish a valet, or an attendant assist, operation, we must first define what is meant by valet and attendant assist parking. True valet parking is defined by the parking patrons' use of a single drop-off and pick-up point for their vehicles. This site is referred to as the porte cochere.

Valet parking is often confused with an "attendant assist" operation. Attendant assist parking is utilized in facilities where the space configuration consists of tandem parking spaces. There is no single drop off point; instead, parkers will self-park and allow the attendants access to their vehicles' keys. This enables the attendants to have the ability to move vehicles as needed to allow patrons, whose vehicles are blocked by others, to exit. This operation works best in parking facilities with several floors of tandem spaces. Attendants are stationed throughout the facility, without regard to a single drop-off area. Attendant assist is recommended when there is a substantial portion of tandem spaces, as well as when there are opportunities to increase capacity by utilizing the aisles for additional parking.

- Compact spaces have long been a method developed to easily add spaces to a parking project. They are typically narrower so the conventional wisdom is that by converting five standard spaces into compact spaces, the result is six spaces, a net gain of one. This works on paper, and in drawings, but in the reality of the present world of parking, it is an impractical, and, in most cases, a detrimental recommendation. While vehicles have gotten shorter over the years, they are wider now than before. And wider affects parking stall dynamics. The average sedan is now 71.4" wide, almost six feet. The average SUV is 78.2" wide, over 6 ½ feet, and the average compact car is 68.8" wide, also close to six feet. To allow for opening doors, a minimum of two feet should be added. Based upon the metrics described above, a minimum space width of 8 ½ feet must be established, thus ruling out compact spaces as a viable option. Parking a wider vehicle in a narrow, compact space often, and usually, renders the adjacent spaces useless. The example cited previously of making six compact spaces out of five standard spaces essentially equates to three vehicles parked in six spaces, a net loss of two spaces from the original five standard spaces.
- The average lengths of current vehicles range from 177.2" (14' 9") for compacts up to 208" (17' 4") for SUVs. An SUV would require an actual space depth of no more than 18'.
- The City's planning code for parking space and drive aisle dimensions are detailed in the table in the following page.

Parking Angle	Stall Depth	Stall Width	Aisle Width
90°	19.00'	9.00'	26.00'
80°	20.27'	9.14'	22.56'
70°	20.93'	9.58'	18.14'
60°	20.95'	10.39'	15.30'
50°	20.34'	11.75'	13.02'
40°	19.10'	14.00'	11.00'
30°	17.29'	18.00'	9.82'

- Table 3, below, summarizes space counts on the upper levels, at each parking angle.

Parking Angle	Stall Depth	Stall Width	Spaces
90°	19.00'	9.00'	141
80°	20.27'	9.14'	138
70°	20.93'	9.58'	132
60°	20.95'	10.39'	122
50°	20.34'	11.75'	108
40°	19.10'	14.00'	90
30°	17.29'	18.00'	70

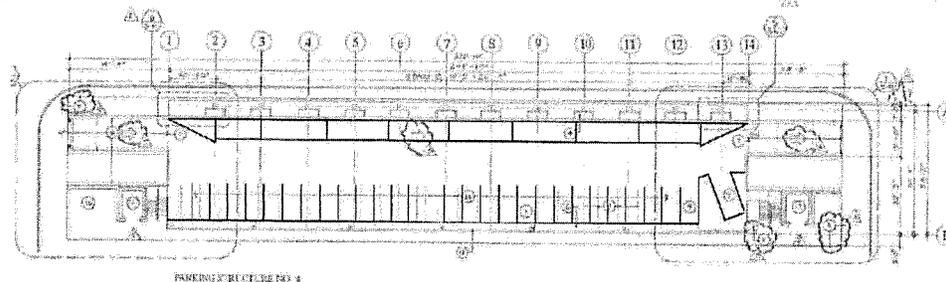
- The SM – 1-5 Parking Structures' upper levels each have a 45' interior measurement from south wall to north wall.

The following pages contain the scenarios that we have considered implementing to reduce the impact of the loss of 39 on-street spaces.

SCENARIO 1: Parallel Parking along North Side of each Upper Level

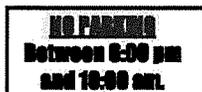
Figure 2: Scenario 1 - Parallel Parking along North Side of each Upper Level

Source: City of Beverly Hills



OPERATIONAL PLAN

The parallel spaces will each have a sign posted that reads as follows, or with similar instructions.



Each facility will be staffed with an attendant from 10:00 am to 6:00 pm, Monday through Saturday. The attendants' responsibilities will consist of:

- Greeting arriving parkers and directing them to available parking spaces. The spaces along the south wall will be filled first. After they are fully occupied, parkers will be directed to the parallel spaces by the north wall. These vehicles, once parked, will require their keys surrendered to the attendant. Parkers will be handed a claim ticket and instructed that the attendant leaves at 6:00 pm and that they will need to return to the structure before that time to claim their vehicle or their keys, if they are planning on staying beyond 6:00 pm.
- When a parker is leaving, attendant will guide and direct the driver out of their space, moving a parallel parked vehicle, if necessary.

NET GAIN/LOSS IN PARKING SPACES

We believe that SM – 1 and 4 can each accommodate 8 additional and parallel parking spaces; SM – 2 and 3 can each accommodate 7 additional parallel parking spaces; and SM – 5 can accommodate 11 additional parallel parking spaces. The overall net gain in parking capacity on the upper levels is 41 spaces.

COST

We have used the following assumptions:

- One attendant per facility from 10:00 am until 6:00 pm, Monday through Saturday.
- One sign per additional parallel space, at \$35 each.
- One vehicle reader per additional space, at \$450 each, for the facility count system.
- Approximately \$1,200 per year in supplies, consisting of tickets, pens, cones, uniforms, etc.

Table 4: Scenario 1 – Cost Projection

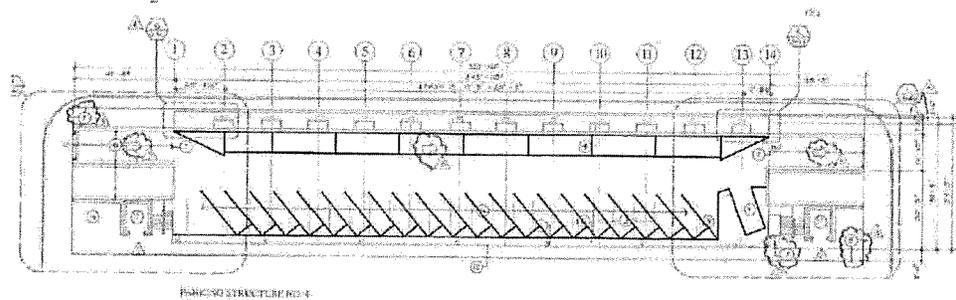
SM 1- 5	Day	Week	Month	Annual
Labor & Labor Related	\$745	\$4,472	\$19,377	\$232,525
Signage	\$5	\$28	\$120	\$1,435
Space Count	\$59	\$355	\$1,538	\$18,450
Supplies	\$19	\$115	\$500	\$6,000
Total	\$828	\$4,969	\$21,534	\$258,410

The monthly cost for each additional space is \$525.22.

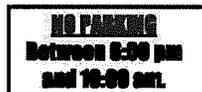
BENEFITS/DISADVANTAGES

The benefit is gaining the maximum amount of additional spaces with the least amount of reconfiguring.

The disadvantage is logistics. Having parallel spaces along the north wall will require taking away about 11 feet of the existing 26' drive aisle, resulting in a 15' area with which to back vehicles. This is a very tight restriction and, in many cases, may not be operationally sound. A solution may be to provide angled parking, which is the basis of our next scenario.

SCENARIO 2: Angled Parking with Parallel Parking along North Side of each Upper Level**Figure 3: Scenario 2 – Angled Parking with Parallel Parking along North Side of each Upper Level** Source: City of Beverly Hills**OPERATIONAL PLAN**

The parallel spaces will each have a sign posted that reads as follows, or with similar instructions.



Each facility will be staffed with an attendant from 10:00 am to 6:00 pm, Monday through Saturday. The attendants' responsibilities will consist of:

- Greeting arriving parkers and directing them to available parking spaces. The spaces along the south wall will be filled first. After they are fully occupied, parkers will be directed to the parallel spaces by the north wall. These vehicles, once parked, will require their keys surrendered to the attendant. Parkers will be handed a claim ticket and instructed that the attendant leaves at 6:00 pm and that they will need to return to the structure before that time to claim their vehicle or their keys, if they are planning on staying beyond 6:00 pm.
- When a parker is leaving, attendant will guide the driver out of their space, moving a parallel parked vehicle, if necessary.

NET GAIN IN PARKING SPACES

We believe that SM – 1 and 4 can each accommodate 8 additional parking spaces; SM – 2 and 3 can each accommodate 7 additional parking spaces; and SM – 5 can accommodate 11 additional parking spaces. However, as provided previously in Table 3, angled parking results in a loss of spaces when compared to the present 90° spaces of anywhere from three to 71 spaces. The overall net gain/loss in parking capacity on the upper levels is a gain of 38 spaces, to a loss of 30 spaces, depending on the angle employed.

To couple lesser losses in spaces with increased backing ease, we will employ 70° angled parking metrics. 70° angled parking will yield 132 parking spaces on the upper levels, a net loss of nine spaces from the present inventory of 141 spaces. Utilizing the same parallel parking space configurations as in Scenario 1 brings the overall net gain to 32 additional spaces, seven less than the on-street quantity that we are trying to replace.

COST

We have used the following assumptions:

- One attendant per facility from 10:00 am until 6:00 pm, Monday through Saturday.
- One sign per additional parallel space, at \$35 each.
- One vehicle reader per additional space, at \$450 each, for the facility count system.
- Approximately \$1,200 per year in supplies, consisting of tickets, pens, cones, uniforms, etc.

Table 5: Scenario 2 – Cost Projection

SM 1- 5	Day	Week	Month	Annual
Labor & Labor Related	\$745	\$4,472	\$19,377	\$232,525
Signage	\$5	\$28	\$120	\$1,435
Space Count	\$59	\$355	\$1,538	\$18,450
Supplies	\$19	\$115	\$500	\$6,000
Total	\$828	\$4,969	\$21,534	\$258,410

The monthly cost for each additional space is \$672.94.

BENEFITS/DISADVANTAGES

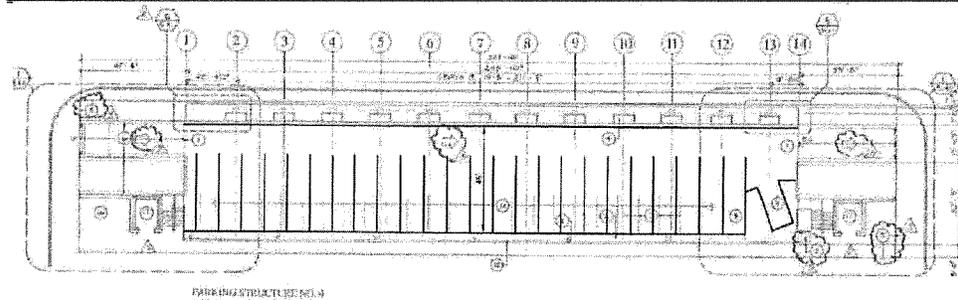
The benefit is providing greater ease in backing out of spaces as in Scenario 1.

The disadvantage is not being able to create enough additional parking to replace the spaces lost on South Santa Monica.

SCENARIO 3: Tandem Parking in each Upper Level

Figure 4: Scenario 3 – Tandem Parking in each Upper Level

Source: City of Beverly Hills

**OPERATIONAL PLAN**

The rear tandem spaces will each have a sign posted that reads as follows, or with similar instructions.



Each facility will be staffed with an attendant from 10:00 am to 6:00 pm, Monday through Saturday. The attendants' responsibilities will consist of:

- Greeting arriving parkers and directing them to available parking spaces. The front spaces along the south wall will be filled first. After they are fully occupied, parkers will be directed to the rear spaces. These vehicles, once parked, will require their keys surrendered to the attendant. Parkers will be handed a claim ticket and instructed that the attendant leaves at 6:00 pm and that they will need to return to the structure before that time to claim their vehicle or their keys, if they are planning on staying beyond 6:00 pm.
- When a parker is leaving, attendant will guide the driver out of their space, moving vehicles parked in the rear, if necessary.

NET GAIN IN PARKING SPACES

On paper there is a net gain of 141 spaces in the upper levels. However, the tandem spaces will require a depth of 38', leaving a drive aisle, and a place to back up, of only seven feet, an impossibility.

COST

We will not project cost as this is an entirely unworkable scenario.

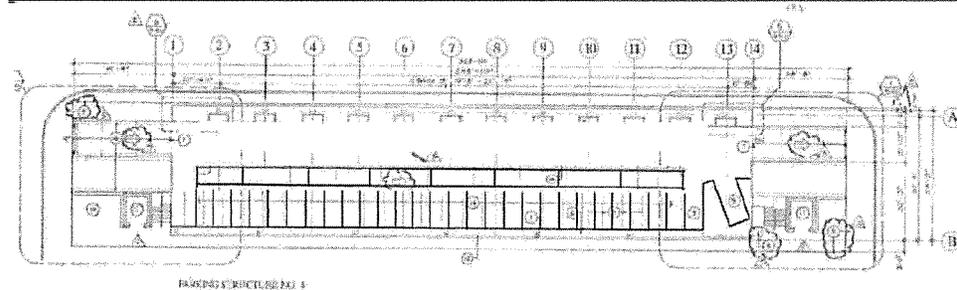
BENEFITS/DISADVANTAGES

There are no benefits.

The disadvantage is that this plan cannot be made to work, unless the entire parking demand consisted of compact vehicles, and even then, the drive aisle could not easily facilitate backing up.

SCENARIO 4

Figure 5: Scenario 4 - Parallel Parking behind 90° Parking in each Upper Level



OPERATIONAL PLAN

The parallel spaces will each have a sign posted that reads as follows, or with similar instructions.



Each facility will be staffed with four attendants from 10:00 am to 6:00 pm, Monday through Saturday. The attendants' responsibilities will consist of:

- Greeting arriving parkers and directing them to available parking spaces. The spaces along the south wall will be filled first. After they are fully occupied, parkers will be directed to the parallel spaces behind the 90° spaces. These vehicles, once parked, will require their keys surrendered to the attendant. Parkers will be handed a claim ticket and instructed that the attendants leave at 6:00 pm and that they will need to return to the structure before that time to claim their vehicle or their keys, if they are planning on staying beyond 6:00 pm.
- When a parker is leaving, attendants will guide the driver out of their space, moving parallel parked vehicles, as necessary.

NET GAIN IN PARKING SPACES

We believe that SM – 1 and 4 can each accommodate 8 additional and parallel parking spaces; SM – 2 and 3 can each accommodate 7 additional parallel parking spaces; and SM – 5 can accommodate 11 additional parallel parking spaces. The overall net gain in parking capacity on the upper levels is 41 spaces.

COST

We have used the following assumptions:

- Four attendants per facility from 10:00 am until 6:00 pm, Monday through Saturday.
- One sign per additional parallel space, at \$35 each.
- One vehicle reader per additional space, at \$450 each, for the facility count system.
- Approximately \$1,200 per year in supplies, consisting of tickets, pens, cones, uniforms, etc.

Table 6: Scenario 4 – Cost Projection

SM 1- 5	Day	Week	Month	Annual
Labor & Labor Related	\$3,094	\$18,561	\$80,433	\$965,196
Signage	\$5	\$28	\$120	\$1,435
Space Count	\$59	\$355	\$1,538	\$18,450
Supplies	\$38	\$231	\$1,000	\$12,000
Total	\$3,196	\$19,175	\$83,090	\$997,081

The monthly cost for each additional space is \$2,026.50.

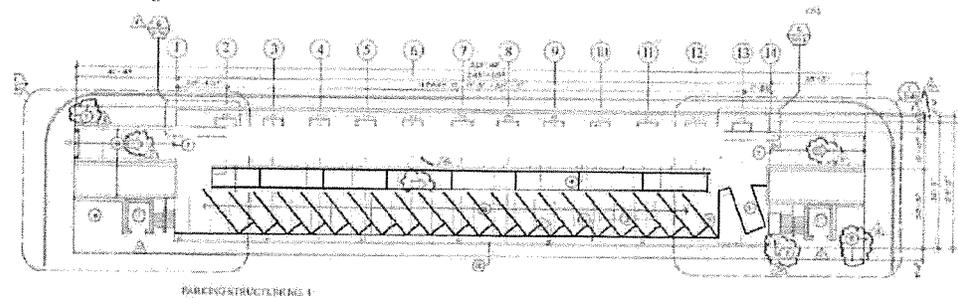
BENEFITS/DISADVANTAGES

The benefit to this scenario is greater ease in backing out, once parallel vehicles are moved.

The chief disadvantages are the tremendous cost, and the need to move multiple vehicles each and every time someone wishes to leave. This will increase exposure to insurance risks and customer service shortfalls.

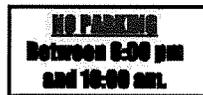
SCENARIO 5

Figure 6: Scenario 5 - Parallel Parking behind Angled Parking in each Upper Level



OPERATIONAL PLAN

The parallel spaces will each have a sign posted that reads as follows, or with similar instructions.



Each facility will be staffed with four attendants from 10:00 am to 6:00 pm, Monday through Saturday. The attendants' responsibilities will consist of:

- Greeting arriving parkers and directing them to available parking spaces. The spaces along the south wall will be filled first. After they are fully occupied, parkers will be directed to the parallel spaces behind the 70° spaces. These vehicles, once parked, will require their keys surrendered to the attendant. Parkers will be handed a claim ticket and instructed that the attendants leave at 6:00 pm and that they will need to return to the structure before that time to claim their vehicle or their keys, if they are planning on staying beyond 6:00 pm.
- When a parker is leaving, attendants will guide the driver out of their space, moving parallel parked vehicles, as necessary.

NET GAIN IN PARKING SPACES

We believe that SM – 1 and 4 can each accommodate 8 additional parking spaces; SM – 2 and 3 can each accommodate 7 additional parking spaces; and SM – 5 can accommodate 11 additional parking spaces. However, as provided previously in Table 3, angled parking results in a loss of spaces when compared to the present 90° spaces of anywhere from three to 71 spaces. The overall net gain/loss in parking capacity on the upper levels is a gain of 38 spaces, to a loss of 30 spaces, depending on the angle employed.

To couple lesser losses in spaces with increased backing ease, we will employ 70° angled parking metrics. 70° angled parking will yield 132 parking spaces on the upper levels, a net loss of nine spaces from the present inventory of 141 spaces. Utilizing the same parallel parking space configurations as in Scenario 1 brings the overall net gain to 32 additional spaces, seven less than the on-street quantity that we are trying to replace.

COST

We have used the following assumptions:

- Four attendants per facility from 10:00 am until 6:00 pm, Monday through Saturday.
- One sign per additional parallel space, at \$35 each.
- One vehicle reader per additional space, at \$450 each, for the facility count system.
- Approximately \$1,200 per year in supplies, consisting of tickets, pens, cones, uniforms, etc.

Table 7: Scenario 5 – Cost Projection

SM 1- 5	Day	Week	Month	Annual
Labor & Labor Related	\$3,094	\$18,561	\$80,433	\$965,196
Signage	\$5	\$28	\$120	\$1,435
Space Count	\$59	\$355	\$1,538	\$18,450
Supplies	\$38	\$231	\$1,000	\$12,000
Total	\$3,196	\$19,175	\$83,090	\$997,081

The monthly cost for each additional space is \$2,026.50.

BENEFITS/DISADVANTAGES

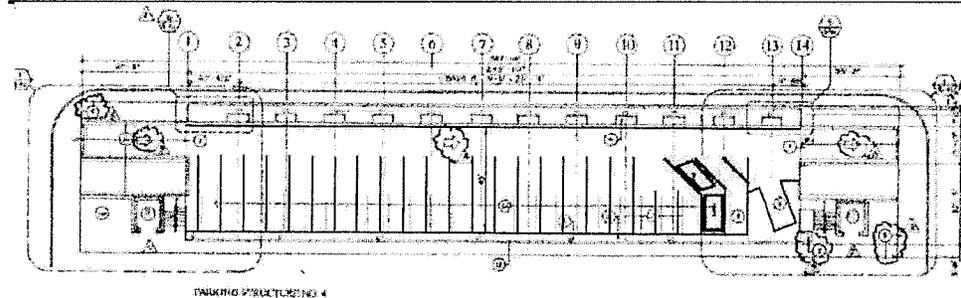
The benefit to this scenario is greater ease in backing out, once parallel vehicles are moved.

The chief disadvantages are the tremendous cost, and the need to move multiple vehicles each and every time someone wishes to leave. This will also increase exposure to insurance risks and customer service shortfalls.

SCENARIO 6: Tandem Parking with Angled Rear Spaces in each Upper Level

Figure 7: Scenario 6 – Tandem Parking with Angled Rear Spaces in each Upper Level

Source: City of Beverly Hills

**OPERATIONAL PLAN**

The rear tandem spaces will be angled at 70° and will each have a sign posted that reads as follows, or with similar instructions.



Each facility will be staffed with four attendants from 10:00 am to 6:00 pm, Monday through Saturday. The attendants' responsibilities will consist of:

- Greeting arriving parkers and directing them to available parking spaces. The front spaces along the south wall will be filled first. After they are fully occupied, parkers will be directed to the angled rear spaces. These vehicles, once parked, will require their keys surrendered to the attendant. Parkers will be handed a claim ticket and instructed that the attendant leaves at 6:00 pm and that they will need to return to the structure before that time to claim their vehicle or their keys, if they are planning on staying beyond 6:00 pm.
- When a parker is leaving, attendant will guide the driver out of their space, moving vehicles parked in the rear, if necessary.

NET GAIN IN PARKING SPACES

On paper there is a net gain of 132 spaces in the upper levels. However, the tandem spaces will require a depth of 39', leaving a drive aisle, and a place to back up, of only six feet, an impossibility.

COST

We will not project cost as this is an entirely unworkable scenario.

BENEFITS/DISADVANTAGES

There are no benefits.

The disadvantage is that this plan cannot be made to work, unless the entire parking demand consisted of compact vehicles, and even then, the drive aisle could not easily facilitate backing up.

ALTERNATIVE

The monthly per space cost for each scenario ranges from \$525 to almost \$2,600. Monthly parking in the immediate area ranges from \$150 to \$165 per month. The City could investigate securing 40 – 50 parking spaces in these private garages and, if adequate parking is available, there would be savings of over \$172,000 per year.

SUMMING IT ALL UP

Table 9, below, summarizes the additional spaces gained per scenario and compares the costs of each.

Table 9: Scenario Summary and Comparison

Scenario	1	2	3	4	5	6
Additional Spaces	41	32	141	41	32	132
Monthly Cost	\$21,534	\$21,534	N/A	\$83,090	\$83,090	N/A
Monthly Cost per Space	\$525.22	\$672.94	N/A	\$2,026.59	\$2,596.56	N/A

While an important part of this study is analyzing increased capacity, coupled with cost, the customer service aspect has to be considered. Scenarios 1 and 2 provide a lessened level of service, while Scenarios 4 and 5 require increased vehicle jockeying about, leaving parking patrons feeling as though their visit to the City is unpleasant.

Please contact me with any questions.

Kindest regards



Richard Raskin
Financial Analyst

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

A. CITY shall compensate OPERATOR for the satisfactory performance of the work described in this Agreement, in a total amount not to exceed One Million Eighty-Nine Thousand Dollars (\$1,089,000.00), in accordance with the rates set forth below.

1. Striping Additional Parking Spaces,	\$400.00
2. Installation of Space Counting Equipment	\$22,077.00 (\$538.46/space x 41 spaces)
3. Installation of Signage	\$1,435.00 (\$35/space x 41 spaces)
4. Purchase of Go-Jacks	\$1,400.00 (\$700/set x 2 sets)
5. Purchase of Key Boxes	\$875.00
6. Attendant-Assisted Parking Hours	\$571,662 (1,170 hours/month * 21 months)
7. Allowance for Additional Hours	\$270,000.00
8. Allowance for Cleaning and Pressure washing	\$50,000.00
9. Allowance for Signage Modification	\$25,000.00
10. Allowance for As-Needed Services	Not to exceed \$146,151.00
Total not to exceed	\$1,089,000.00

Hourly Rates for Attendant-Assisted Parking

	Through 6/30/2017	Effective 7/1/2017
Hourly Wage	\$11.50	\$13.00
Workers Compensation	10.70%	10.70%
Payroll Taxes	13.90%	13.90%
Health & Welfare	15.12%	15.12%
Vacation/Sick/Holiday Accrual	5.00%	5.00%
<i>Subtotal</i>	<i>\$16.87</i>	<i>\$19.07</i>
Other Expenses		
Liability/GKLL Insurance	\$2.25	\$2.25
Supplies	\$0.38	\$0.38
Uniforms	\$0.21	\$0.21
Management Fee	\$2.09	\$2.09
<i>Subtotal</i>	<i>\$4.93</i>	<i>\$4.93</i>
Total	\$21.80	\$24.00

A. OPERATOR shall submit an itemized statement to CITY for its services performed on a monthly basis, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay OPERATOR the undisputed amount of such undisputed billing within thirty (30) days of receipt of same.