



## AGENDA REPORT

**Meeting Date:** July 15, 2008  
**Item Number:** F-9  
**To:** Honorable Mayor & City Council  
**From:** Anne Browning McIntosh, AICP, Interim Director of Community Development  
Rita Naziri, Senior Planner  
**Subject:** AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
WILLDAN ENGINEERING FOR THE PREPARATION OF AN  
ENVIRONMENTAL IMPACT REPORT FOR 9936 DURANT DRIVE  
**Attachments:** 1. Agreement

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### RECOMMENDATION

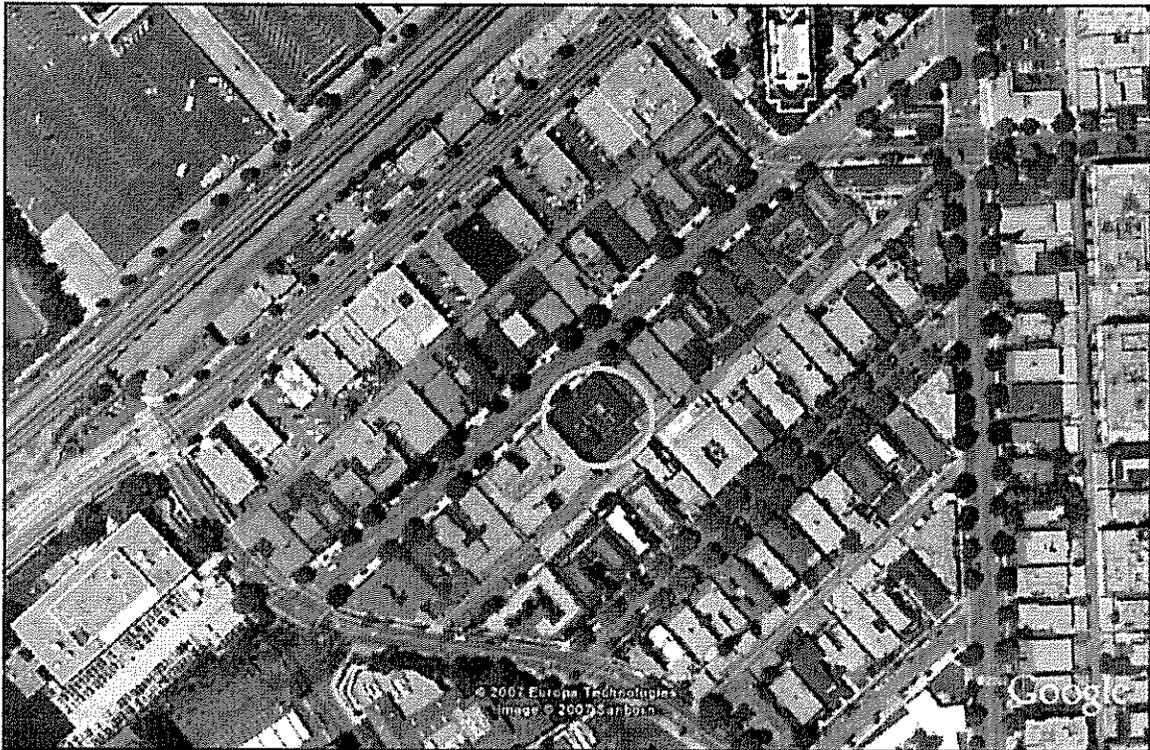
It is recommended that the City Council move to approve the agreement between the City of Beverly Hills and Willdan Engineering and authorizing of a purchase order for \$78,718.00 of consulting services to prepare an Environmental Impact Report (EIR ) for the proposed project at 9936 Durant Dive.

### INTRODUCTION

The Planning Division is currently processing an application for a project that consists of the demolition of an existing apartment building and construction of a 11-unit, 24,951 square foot, four-story condominium building. The proposed project also includes two levels of subterranean parking, which would replace the existing at-grade garages.

The subject property is listed on the City's historic survey conducted on 2004. The project applicant has provided a further historic assessment of the property which was

peer-reviewed by the City's historic preservation consultant. Staff has determined that an Environmental Impact Report is required to be prepared pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines because there is substantial evidence that the project will result in a potentially significant impact to historic resources.



Project Location

## **DISCUSSION**

Willdan Engineering is one of the City's on-call environmental consultants. They are recommended because of their experience on projects similar to the project being proposed.

The cost for the proposed scope of work to prepare the EIR is \$68,718. A \$10,000 contingency has been added to the contract to cover unanticipated analysis that might result from the EIR scoping meeting or the public hearings. The contingency allows for minor changes in scope that can be authorized by the City without delaying the process for a contract amendment.

Meeting Date: July15, 2008

**FISCAL IMPACT**

All costs associated with the preparation of the EIR are paid for by the project proponents.

No City funds will be used to pay for the services provided in conjunction with this agreement.

 For:  
Anne Browning McIntosh, AICP  
Approved By \_\_\_\_\_

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND WILLDAN ENGINEERING FOR THE PREPARATION OF  
AN ENVIRONMENTAL IMPACT REPORT FOR 9936 DURANT  
DRIVE

NAME OF CONSULTANT: Willdan Engineering

RESPONSIBLE PRINCIPAL OF CONSULTANT: Albert Warot, Vice President

CONSULTANT'S ADDRESS: 13191 Crossroads Parkway North  
Suite 405  
Industry, CA 91746-3497

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Jonathan Lait  
City Planner

COMMENCEMENT DATE: Date of written Notice to Proceed

TERMINATION DATE: As set forth in Section 6 of the Agreement

CONSIDERATION: Not to exceed \$68,718, unless authorized  
under Section 8(b) and Section 10; total  
not to exceed \$78,718

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND WILLDAN ENGINEERING FOR THE PREPARATION OF  
AN ENVIRONMENTAL IMPACT REPORT FOR 9936 DURANT  
DRIVE

THIS AGREEMENT is entered between the City of Beverly Hills (hereinafter referred to as "City") and Willdan Engineering (hereinafter referred to as "Consultant").

**RECITALS**

A. City has received applications for the demolition of an existing apartment building and construction of a new 11-unit, 24,951 square foot, 4-story apartment building on 9936 Durant Drive.

B. City has acknowledged the potential for environmental impact and has therefore consented to the preparation of an Environmental Impact Report, hereinafter referred to as "EIR."

C. Consultant represents that it is professionally qualified to prepare an EIR for the Development Project in compliance with the California Environmental Quality Act ("CEQA") and the local guidelines, and has submitted a proposal to prepare an EIR for the Development Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to engage Consultant for the purpose of compiling information, preparing, drafting, and completing an EIR on the Development Project, hereinafter referred to as the "Program".

2. EMPLOYMENT OF Consultant.

City agrees to engage Consultant and Consultant hereby agrees to perform the services required under this Agreement.

3. ENVIRONMENTAL IMPACT REPORT.

The term "Environmental Impact Report" (EIR), as used in this Agreement means a detailed statement setting forth the environmental effects and considerations pertaining to a project as specified in Section 21100 et seq. of the California Public Resources Code, including but not limited to, the information specified in the California Environmental Quality Act (CEQA), Cal. Pub. Res. Code Sections 21000 et. seq., the State CEQA Guidelines, 14 California Code of Regulations Section 15000 et seq., and the Guidelines of City of Beverly Hills. Said EIR shall be prepared in compliance with, and shall contain all items required by CEQA, the State CEQA Guidelines, as amended, and City's local CEQA Guidelines, as amended and interpreted by City.

4. SCOPE OF WORK.

The scope of work shall include the services described in the Scope of Work, attached hereto and incorporated by this reference as Exhibit A and those areas required by State and local law to be covered in an EIR as identified in Section 3 of this Agreement. Consultant shall also work with all affected individuals and organizations as directed by City to refine the scope of work.

5. DELIVERABLES.

Consultant shall provide deliverables to City as described and in accordance with the performance schedule set forth in Exhibit A.

6. TIME OF PERFORMANCE.

Upon written Notice to Proceed by City, Consultant shall commence the performance of the services set forth in this Agreement. Consultant shall submit the deliverables required by this Agreement in accordance with the schedule set forth in Section 5 of this Agreement and complete the performance of all the services required by this Agreement upon expiration of the statutory period to challenge the Notice of Determination (CEQA Guidelines Section 15112). Consultant shall not be responsible for delays caused by reasons beyond its control.

7. HEARINGS, MEETINGS, PRESENTATIONS, AND PROGRAM MANAGEMENT.

Dr. Susan O'Connell shall be Program Manager for Consultant on this Program, unless a substitute is approved in writing by City. Consultant shall have available, when requested by City, the Program Manager designated in this Section, to consult with City staff and attend and/or make presentations at up to five (5) public hearings with presentations or meetings of City Council, Planning Commission, the public, and/or with interested parties. If the number of hearings and meetings exceeds a combined total of five (5), then for those hearings and meetings in excess of seven (7), Consultant shall be compensated as set forth in Section 8(b) of this Agreement. Multiple meetings scheduled for the same day shall constitute a single meeting.

8. COMPENSATION.

(a) City shall pay Consultant an amount not to exceed Sixty-Eight Thousand Seven Hundred Eighteen Dollars (\$68,718) for the satisfactory performance of services based on the fee set forth in Exhibit A. Payment shall be made as specified in Section 9 of this Agreement.

(b) City shall pay Consultant for attendance at additional hearings, meetings, and presentations as described in Section 7 of this Agreement, and for additional services described in Section 10 of this Agreement, an amount not to exceed Ten Thousand Dollars (\$10,000) based on the hourly rates set forth in Exhibit A-1, attached hereto and incorporated herein, and for actual expenses reasonably incurred in the performance of this Agreement and approved by City.

(c) The total compensation paid by City to Consultant shall not exceed Seventy-Eight Thousand Seven Hundred Eighteen Dollars (\$78,718).

9. METHOD OF PAYMENT.

(a) Eight Thousand Fifty Five Dollars (\$8,055) for conduct of kickoff meeting, preparation of initial study and Notice of preparation; conduct of scoping meeting and preparation of background studies.

(b) Nineteen Thousand Nine Hundred Fifty Five Dollars (\$19,955) for preparation of administrative draft.

(c) Twenty Five Thousand Two Hundred Twenty Five Dollars (\$25,225) for preparation of the Draft EIR, attendance at five public hearings, preparation of responses to comments.

(d) Ten Thousand Two Hundred Thirty Dollars (\$10,230) for preparation of Final EIR, project management and staff meetings.

(e) Five Thousand Two Hundred Fifty Three Dollars (\$5,253) for deliverables such as eighteen initial study/NOP, four screen check and technical appendices, twenty five Draft EIR and technical appendices, twenty five Responses to Comments and five Mitigation Monitoring Plan, FEIR with technical appendices and miscellaneous for reproduction, postage deliver service and mileage.

#### 10. ADDITIONAL SERVICES.

City may from time to time require Consultant to perform additional services not included in the services described in Exhibit A. No additional services shall be rendered by Consultant unless such services are first authorized by City Manager or his designee in writing. City may, at its option, require Consultant to print and furnish additional copies of the DEIR, Responses to Comments, or Final EIR on a time and materials basis based on the hourly rates set forth in Exhibit A-1, and for actual expenses reasonably incurred in the performance of this Agreement and approved by City. City shall compensate Consultant for such additional services as set forth in Section 8(b) of this Agreement.

#### 11. CHANGES.

City may, from time to time, request changes in the scope of services of Consultant to be performed under this Agreement. Such changes, if agreed upon by City and Consultant, shall be in the form of a written amendment to this Agreement.

#### 12. PROPRIETARY INFORMATION.

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

(b) The Environmental Impact Report and all supplementary materials, drawings, sketches, details, computations, studies, reports, and other documents prepared or provided by Consultant under this Agreement shall be the property of City.

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

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

#### 13. RECORDS AND INSPECTIONS.

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement. City shall have access, without charge, during normal business hours to such

records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all Program data, documents, proceedings, and activities.

14. SUBCONSULTANTS.

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

15. PERMIT FEES.

City shall pay all fees, excluding business taxes, which may be required to obtain any permit necessary to the preparation of the EIR.

16. City NOT OBLIGATED TO THIRD PARTIES.

City shall not be obligated or liable under this Agreement to any party other than Consultant.

17. TERMINATION.

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

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit A-1; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for full performance of the services required by this Agreement.

18. ACCOMPLISHMENT OF THE WORK.

Time is of the essence for each and every provision of this Agreement. Consultant shall commence, carry on, and complete the services required by this Agreement with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and standards. In the event that there were any significant changes in the applicable laws and standards after commencement of this Agreement which were not contemplated by the parties hereto which substantially change the scope of work required by Consultant hereunder, the parties shall negotiate an appropriate amendment to the scope of work and compensation based upon the reasonable amount of time required to complete such additional work in accordance with such new laws or standards, subject to City's right to terminate this Agreement pursuant to Section 17.

19. INDEMNIFICATION.

Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to indemnify, hold harmless and

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

## 20. INSURANCE.

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

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

(c) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000).

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

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

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

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

(h) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming 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 except on thirty (30) days prior written notice to City, ten (10) days notice if cancellation is due to nonpayment of premium, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

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

19. INDEPENDENT CONTRACTOR.

Consultant is and shall at all times remain as to City a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees. Neither Consultant nor its agents, employees, or subconsultants shall, 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.

20. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.

In the performance of this Agreement, Consultant shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections 1410, et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. Sections 200e - 217), whichever is more restrictive.

21. CONFLICTS OF INTEREST.

Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by, or be associated with, Consultant. Further, Consultant and his subcontractors shall not enter into any contract to perform work associated with any private development or project site within the boundaries of City of Beverly Hills during the term of this Agreement without prior written approval of City.

22. SUCCESSORS AND ASSIGNS.

This Agreement covers professional services of a specific and unique nature. Consultant shall have no right to assign, or attempt to assign, any portion of this Agreement without prior written approval of City.

23. TITLES.

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any provisions of this contract.

24. EXTENT OF AGREEMENT.

This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior and contemporaneous negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument approved by City and executed by City and Consultant.

25. EFFECTIVE DATE OF THIS AGREEMENT.

This Agreement, made in duplicate, shall be effective from and after the date signed by City.

26. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California.

27. RIGHTS AND REMEDIES NOT WAIVED.

In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist, on the part of Consultant, and the making of any such payment by City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

28. PERSONNEL.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

29. ATTORNEY'S FEES.

In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including actual attorney's fees incurred in connection with such action or proceeding.

30. CONFLICT BETWEEN AGREEMENT AND PROPOSAL.

In the event of any conflict between the provisions of this Agreement and Exhibit A, Consultant's proposal to City, the provisions of this Agreement shall be controlling.

31. NOTICES.

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address as noted below:

Jonathan Lait  
City Planner  
City of Beverly Hills  
455 North Rexford Drive  
Beverly Hills, California 90210

Dr. Susan O'Connell, Ph. D.  
Project Manager  
Willdan Enginee4ring  
13191 Crossroads Parkway North, Suite 405  
Industry, CA 91746-3497

32. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ at Beverly Hills, California.

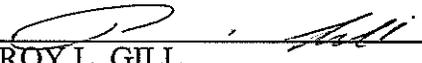
CITY OF BEVERLY HILLS,  
A municipal corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

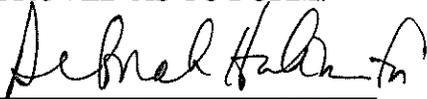
ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT:  
WILLDAN ENGINEERING  
  
\_\_\_\_\_  
DAVID L. HUNT  
President/Chief Executive Officer

  
\_\_\_\_\_  
ROY L. GILL  
Secretary

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

[Signatures continue]

  
ANNE BROWNING McINTOSH  
Interim Director of Community  
Development

  
KARL KIRKMAN  
Risk Manager

**EXHIBIT A**  
**SCOPE OF WORK**

The following discussion details the key tasks associated with the preparation of the EIR to evaluate the potential environmental consequences of the proposed project. The key tasks associated with the preparation of the FIR are as follows:

- Task 1 - Kick-Off Meeting
- Task 2 - Initial Study and Notice of Preparation
- Task 3 - Scoping Meeting
- Task 4 - Preparation of Background Studies
- Task 5 - Preparation of a Screen Check Draft EIR
- Task 6 - Preparation of a Draft EIR
- Task 7 - Attendance at Public Hearings on the EIR
- Task 8 - Preparation of the Response to Comments Document
- Task 9 - Preparation of the Mitigation Monitoring Program and Consolidated Final EIR.
- Task 10 - Project Management and Staff Meetings

These tasks are described in detail below.

**Task 1 - Kick-Off Meeting**

Dr. Susan O'Carroll and the historic resources consultant will attend a kick-off meeting with the City. It is anticipated that the kick-off meeting with City staff will clarify City expectations, be used to discuss the schedule, identify City verses consultant responsibilities, and allow City staff to provide Willdan with current information about the proposed project.

**Deliverables:** Prior to the meeting, the City will be given a data request list itemizing any additional information required to facilitate preparation of the EIR.

**Task 2 - Initial Study and Notice of Preparation**

Willdan will prepare an Initial Study (IS) and Notice of Preparation (NOP) for the proposed project. The IS will be used to determine the focus of the EIR. If additional issues, beyond those identified in the proposal are identified during the preparation of the IS, Willdan will notify the City and will identify any needed modifications to Willdan's scope and fee.

**Deliverables:** Three review copies of the draft Initial Study. Fifteen copies of the IS and NOP, and one electronic copy of both documents in Microsoft Word and PDF format. Willdan would be available to provide additional copies or to handle the mailing and the distribution of the documents for a supplemental fee. A copy of the IS, the NOP, and any responses received on the NOP will be included as an appendix to the EIR.

**Task 3 - Scoping Meeting**

Dr. O'Carroll and Mr. Chattel will conduct a scoping meeting for the proposed project for the City. This task includes the preparation of a PowerPoint presentation. It is anticipated that this scoping meeting will include discussion of potential alternatives to full building demolition.

**Deliverables:** Scoping meeting notes identifying areas of controversy. These meeting notes and a hard copy of the PowerPoint presentation will be included in an appendix to the EIR along with any comments received during the NOP period, as well as the NOP and IS for the project.

#### **Task 4 - Preparation of Background Studies**

The following background studies will be prepared and included as technical appendices to the EIR.

- Historic Resources Assessment
- Geotechnical Report

The Historic Resources Assessment is included in the project fee.

The project applicant will be required to submit a revised geotechnical report for the project as proposed, for use in preparing the geotechnical section of the EIR. T.K. Engineering Corp. previously prepared a geotechnical report, which assumed 1.5 levels of subterranean parking with excavation to a depth of 15 feet. Current plans show 2 full levels of subterranean parking with excavation to at least 22.9 feet. Given that seepage water was encountered in a test boring at a depth of 26 feet, the potential for interception of groundwater exists and will need to be evaluated by the geotechnical consultant under a separate contract.

#### **Task 5 - Preparation of a Screen Check Draft EIR**

Willdan will prepare a Screen Check Draft EIR. The SR will be prepared in accordance with CEQA, the most recent Guidelines for the Implementation of CEQA, and any City guidelines. The EIR will discuss environmental effects, including cumulative impacts, in proportion to their severity and probability of occurrence. As appropriate, each issue area discussion will address both construction and operational impacts of the proposed project.

In preparing the EIR, Willdan will work as contract City staff to ensure that the EIR reflects the concerns of the City and other responsible agencies, as required by CEQA.

**Deliverables:** Willdan will provide the City with four (4) copies of the Screen Check Draft including one unbound, reproducible copy, for review by City staff and the City Attorney. In addition, Willdan will provide the City with an electronic version of the Screen Check Draft EIR.

#### **Task 6 - Preparation of a Draft EIR**

As noted above, upon completion of Task 5, Willdan will provide the City with the Screen Check Draft EIR for review by City. In order to save time in the process, Willdan recommends that each reviewer mark-up their copies with their comments and return comments to Willdan's Project Manager for the EIR. Willdan will tag substantive comments for discussion. Willdan's Project Manager will then meet with staff, as necessary, to discuss comments on the Screen Check Draft EIR. (See Task 10.) All agreed-upon revisions will be made by Willdan and a second Screen Check Draft EIR will be prepared for in-house review.

**Deliverables:** One (1) copy of the revised Screen Check Draft EIR, and one (1) reproducible and one (1) electronic copy. Willdan will deliver to the City twenty-five (25) copies of the approved Draft EIR for public comment and an electronic copy.

### **Task 7 - Attendance at Public Hearings/Meetings**

We have budgeted for attendance of Dr. O'Carroll and Mr. Chattel at five public hearings on the EIR and project. It is assumed that the City will be responsible for documenting any comments from the public hearings, requiring response.

**Deliverables:** Attendance by Dr. O'Carroll and Mr. Chattel at five (5) public meetings on the project and ER. Attendance at additional public hearings would be on a time-and-materials basis.

### **Task 8 - Preparation of the Response to Comments Document and Final EIR**

Following completion of the public review period on the Draft EIR, the Willdan team will prepare responses to all comments received on the Draft BR. A Screen Check version of the Responses to Comments will be submitted to the City for review. As with the Screen Check Draft EIR, Willdan's Project Manager may attend a meeting with staff to discuss substantive written comments on the Screen Check Draft Response to Comments. (See Task 10.) Any City requested changes will be made, and an approval copy submitted to the City. Following approval of the Response to Comments Document, Willdan will prepare twenty-five (25) hard copies and one (1) reproducible copy of the Response to Comments Document as a separate volume of the EIR, for public release.

The Final EIR presented at the certification hearing will consist of the Draft EIR Volume, the Technical Appendices Volume, and the Response to Comments Volume.

**Deliverables:** One (1) copy of the draft Response to Comments, twenty-five (25) copies of the approval draft Response to Comments, and an electronic version of the responses.

### **Task 9 - Mitigation Monitoring Plan and Consolidated Final EIR**

If comments result in changes to the text of the Draft EIR, Willdan will revise the text accordingly and provide the City with a consolidated Final EIR that includes the comments and responses as a chapter of the final document. Willdan will also prepare a Mitigation Monitoring Plan that includes the final set of mitigation measures adopted by the City. This will be included in the consolidated Final EIR.

**Deliverables:** Five (5) hard copies and one electronic copy of the consolidated Final EIR will be provided upon certification of the EIR.

### **Task 10 - Project Management and Staff Meetings**

Willdan's assigned Project Manager will work as an extension of City staff. She will manage the assigned Willdan staff and subconsultant, monitor the project budget and progress, coordinate with appropriate City staff, and provide quality control review of all completed work products, in addition to preparing sections of the EIR document. She will also provide the City with bi-monthly written status reports regarding the progress in completing the SR and any issues requiring resolution.

In addition to the Kick-Off Meeting, Willdan has budgeted for up to four staff meetings between City staff and Willdan's Project Manager. It is anticipated that these meetings would occur as part of the following activities: preparation for the Scoping Meeting; staff review of the Screen Check Draft EIR; staff review of the Screen Check Draft Response to Comments; and to discuss preparations for the public hearings on the Draft and Final EIRs. If additional meetings are desired by the City, these could occur on a time-and-materials basis, or for the additional fixed fee per meeting.

## EIR CONTENTS

A preliminary draft of the Table of Contents for the EIR for the proposed project is provided below. Following the Table of Contents is a brief discussion of the key features of our approach to the EIR.

### **Draft Table of Contents for the EIR for the 9936 Durant Drive Residential Development**

#### Section

#### ES SUMMARY

#### 1.0 INTRODUCTION

#### 2.0 PROJECT DESCRIPTION

- 2.1 Project Location
- 2.2 Site Characteristics
- 2.3 Project Objectives and Project Background
- 2.4 Description of the Proposed Project
- 2.5 Project Schedule
- 2.6 Lead and Responsible Agencies and Public Agency Actions

#### 3.0 ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

- 3.1 Land Use and Planning
- 3.2 Aesthetics, Light and Glare
- 3.3 Cultural Resources
- 3.4 Geology and Hydrology

#### 4.0 IMPACT OVERVIEW

- 4.1 Growth-Inducing Impacts
- 4.2 Cumulative Impacts
- 4.3 Significant Unavoidable Adverse Impacts
- 4.4 Irreversible Environmental Changes

#### 5.0 ALTERNATIVES

- 5.1 Discussion of Alternative Development Process and Alternatives Screened Out During the EIR Preparation Process
- 5.2 Alternative 1 - No Project, No Change
- 5.3 Alternative 2 - No Project, Condo Conversion
- 5.4 Alternative 3 - Impact Reducing Alternative 1
- 5.5 Alternative 4 - Impact Reducing Alternative 2
- 5.6 Environmentally Superior Alternative

#### 6.0 REPORT AUTHORS AND CONSULTANTS; PEOPLE AND ORGANIZATIONS CONSULTED

#### 7.0 BIBLIOGRAPHY

## 8.0 COMMENTS ON THE DRAFT EIR AND RESPONSE TO COMMENTS (Included in the Final EIR)

### APPENDICES

- A. Initial Study, Notice of Preparation (NOP), Responses to NOP, and Scoping Meeting Summary
- B. Cumulative Projects
- C. Cultural Resources Analysis

### **ES - Executive Summary**

This section of the EIR will be concise and to the point and will include a brief description of the project and the existing environmental setting. It will contain a table summarizing the environmental impacts, mitigation measures, and level of significance after mitigation associated with each of the project impacts. The summary will also include a brief description of the project alternatives and identify the environmentally superior alternative.

#### **1 - Introduction**

This section will briefly describe the project, and the environmental documentation and processing requirements for the project.

#### **2 - Project Description**

This section will include: a map showing the project's regional location; a description of the project and a map showing the boundaries of the proposed project site; a list of the project objectives and characteristics; the project schedule; and the identification of the discretionary actions for which the EIR will be used.

#### **3 - Environmental Setting, Impacts and Mitigation Measures**

For each issue of environmental concern, the environmental setting, thresholds of significance, project impacts (construction and operation), cumulative impacts, mitigation measures, and significant unavoidable adverse impacts will be addressed.

As appropriate, each issue area discussion will include a subsection describing cumulative impacts. The potential operational and construction impacts will be addressed as appropriate.

Both direct and indirect project impacts, beneficial and adverse, will be assessed. Potential impacts will be quantified wherever possible. The data and analysis contained in the EIR will be commensurate with the significance of the potential impacts.

Mitigation measures will be developed to reduce or eliminate potentially significant impacts. An emphasis will be placed on measures that can be readily implemented. Each section will contain a statement as to the significance of any impacts following mitigation and an identification of any significant unavoidable adverse impacts.

##### **3.1 - Land Use and Planning**

This section of the EIR will provide the reader with a description of the existing zoning, General Plan designations and applicable General Plan policies for the project area. Key changes

between existing and proposed development standards will be clearly identified and explained and will be analyzed for consistency with General Plan policies and surrounding land uses.

### **3.2 - Visual Quality: Aesthetics, Light and Glare**

This section of the EIR will provide the reader with a description of the existing visual quality of the area and the visual effect of the project on key viewsheds. Any changes in visual character which would occur as a result of proposed land uses, height limits, and setback, open space and density requirements will be analyzed as well as the appropriateness of proposed street and landscape improvements. This section will also include a discussion of the project's potential light and glare and shade and shadows impacts. To facilitate in the preparation of this section, we would request architectural renderings from the applicant.

### **3.3 - Cultural Resources**

This section of the EIR will focus on summarizing the results of the cultural resource assessment prepared by Chattel Architecture, Planning & Preservation, Inc. Any resources deemed eligible for the California Register of Historical Resources will be identified and a determination made as to whether the proposed project would significantly impact those resources. Opportunities to modify the project plans to promote the retention and rehabilitation or reuse of historic structures will be discussed with staff and addressed in the alternatives.

### **3.4 - Geology and Hydrology**

The area's existing geological and hydrological setting will be discussed. Areas of known hazards will be identified and any requirements for project-level review and abatement will be identified. The revised Geotechnical Report to be provided by the applicant will be summarized and any mitigation measures specified in the report will be included as mitigation measures.

## **4 - Impact Overview**

A summary of the avoidable and unavoidable significant impacts of the project as well as those effects found not to be significant will be provided.

### **4.1 - Growth Inducing Impacts**

The potential for the proposed project to stimulate development and population, economic or employment growth will be summarized based on the analysis contained in Section 3 of the EIR, along with a discussion of the resulting indirect impacts on environmental issues of concern.

### **4.2 - Cumulative Impacts**

The discussion of cumulative impacts will be based on an updated list of past, present, and reasonably anticipated future projects producing related or cumulative impacts. This section of the EIR will include a summary of anticipated cumulative impacts as well as any feasible mitigation for cumulative impacts.

### **4.3 - Significant Unavoidable Adverse Impacts**

Those issues, which were analyzed and were determined to have significant impact, even after mitigation, will be summarized.

#### **4.4 - Irreversible Environmental Changes**

Any Significant Irreversible Environmental Changes which would be involved in the proposed action should it be implemented, will be identified.

#### **4.5 - Effects Found Not to Be Significant**

This section will summarize the effects found not to be significant and will direct the reader to Appendix A containing the Initial Study, which will document the reasons why the potential effects in some issue areas were found to be less than significant.

#### **5 - Alternatives to the Proposed Action**

In addition to the two No Project Alternatives, up to two project variants will be analyzed in the EIR. The description of the alternatives will be defined in consultation with the project planner for the project and the team's historic resources consultant. Alternatives will be defined with the intent of reducing or eliminating any identified impacts of the project. This section of the EIR will provide a detailed description and evaluation of each project alternative, as well as the "no project" alternative, as required by CEQA. Any City or project objective driven reasons for rejection of the alternatives will be described. The environmentally superior alternative will be identified.

#### **Other CEQA Sections**

#### **6 - Report Authors and Consultants: People and Organizations Consulted**

This section will identify the team involved in the preparation of the EIR and list the names, titles, and agencies of those individuals consulted for information when preparing the EIR.

#### **7 - Bibliography**

#### **8 - Appendices**

The completed Initial Study for the project, the Notice of Preparation, and any responses thereto, a scoping meeting summary, a cumulative projects list, and all technical studies prepared for the EIR will be included in appendices to the EIR and referenced in the appropriate section(s) of the EIR.

## PROJECT FEE

Task	Description	Hours	Fee	Subtotal
1	Kick_Off Meeting	6	\$1,155.00	\$1,155.00
2	Initial Study and NOP	25	\$3,375.00	\$3,375.00
3	Scoping Meeting	10	\$1,925.00	\$1,925.00
4	Preparation of Background Studies Geotechnical Report (to be provided by applicant) Cultural Resources Study		\$1,600.00	
	Subtotal			\$1,600.00
5	Preparation of Screencheck EIR (word processing)	20	\$1,100.00	
	Introduction	4	\$540.00	
	Summary	6	\$810.00	
	Project Description	8	\$1,080.00	
	Environmental Impacts			
	Land Use and Planning	20	\$2,700.00	
	Aesthetics, Light and Glare	16	\$2,160.00	
	Cultural Resources	40	\$5,400.00	
	Geology and Hydrology	16	\$2,160.00	
	Impact Summary	2	\$270.00	
	Alternatives	18	\$3,465.00	
	List of Organization and Persons Consulted	1	\$135.00	
	Preparers of the Environmental Document	1	\$135.00	
	Subtotal			\$19,955.00
6	Preparation of the Draft EIR	30	\$4,050.00	\$4,050.00
7	Attendance at (5) Public Hearings on EIR /1/	50	\$9,625.00	\$9,625.00
8	Preparation fo Response to Comments Document /2/ Preparation of Mitigation Monitoring Program and	60	\$11,550.00	\$11,550.00
9	FEIR	8	\$1,080.00	\$1,080.00
10	Project Management and ( 4) Staff Meetings /1/	40	\$9,150.00	\$9,150.00
	<b>SUBTOTAL</b>			<b>\$63,465.00</b>

Deliverables	Copies	Fee	
Initial Study / NOP	18	\$203.00	
Screencheck EIR and Technical Appendices	4	\$300.00	
Draft EIR and Technical Appendices	25	\$1,875.00	
Response to Comments	25	\$500.00	
Mitigation Monitoring Plan and FEIR with Technical Appendices	5	\$375.00	
Miscellaneous reproduction, postage, delivery service and mileage		\$2,000.00	
<b>SUBTOTAL</b>			<b>\$5,253.00</b>
<b>TOTAL</b>		<b>\$68,718.00</b>	<b>\$68,718.00</b>

/1/ Based on attendance by Dr. O'Carroll and Mr. Chattel at five hearings. Additional hearings would be billed on a time and materials basis, based on the following rates:  
O'Carroll \$145 per hour  
Chattel \$250 per hour

/2/ Response to Comments includes up to 60 hours of technical staff time.



**EXHIBIT B**  
**CERTIFICATE OF INSURANCE**

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

A.  
B.  
C.

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

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

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

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

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

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

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

BY: \_\_\_\_\_

Authorized Insurance Representative

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

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

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

RM02.DOC REVISED 10/14/96.