



## AGENDA REPORT

**Meeting Date:** December 02, 2008  
**Item Number:** F-13  
**To:** Honorable Mayor & City Council  
**From:** Noel Marquis, Assistant Director of Administrative Services - Finance  
**Subject:** APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN  
**Attachments:** 1. Agreements (2)

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**Item A. APPROVAL OF THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$81,781.89 TO DOWNTOWN FORD SALES FOR THE PURCHASE OF THREE (3) 2009 FORD CROWN VICTORIA POLICE INTERCEPTOR VEHICLES.**

### **RECOMMENDATION**

Staff recommends that the City Council approve a purchase order to Downtown Ford Sales in the amount of \$81,781.89 for the purchase of three (3) full size, 4-door 2009 Ford Crown Victoria police interceptor vehicles.

### **INTRODUCTION**

The City's Fleet Services has determined that the following vehicles have either met or exceeded their established replacement criteria. These vehicles are:

<b>ID #</b>	<b>YEAR/MAKE/MODEL</b>	<b>PROGRAM DESCRIPTION</b>
058	2004/Ford/Crown Victoria	Police K9
059	2004/Ford/Crown Victoria	Police Patrol Vehicle
064	2004/Ford/Crown Victoria	Police Patrol Vehicle

### **DISCUSSION**

Staff requests waiver of formal bid procedures and recommends purchase of these vehicles under the joint-purchase provisions of the City of Sacramento Vehicle Contract. Downtown Ford Sales, the vendor for this contract, has

extended to the City of Beverly Hills the same prices, terms, and conditions as stipulated in its contract with the City of Sacramento.

**FISCAL IMPACT**

Funds were budgeted and are available in Capital Assets Internal Service Fund for this purpose.

**Item B. APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$88,874.33 TO MUNICIPAL MAINTENANCE EQUIPMENT, INC. FOR THE PURCHASE OF ONE TRUCK-MOUNTED MECHANICAL SEWER RODDER MACHINE.**

**RECOMMENDATION**

Staff recommends that the City Council approve a purchase order to Municipal Maintenance Equipment, Inc. in the amount of \$88,874.33 for the purchase of one truck-mounted mechanical sewer rodder machine.

**INTRODUCTION**

In its annual replacement review, Fleet Services has evaluated the below-listed equipment for age, use, and maintenance cost and has determined that it has met all of its established replacement criteria.

<u>ITEM</u>	<u>ID#</u>	<u>YEAR</u>	<u>DESCRIPTION</u>	<u>FUND/PROGRAM</u>
1.	797	1991	Truck, Ford F600 / SRECO Mechanical Rodder	8405401

**DISCUSSION**

After careful deliberation between the Wastewater Maintenance Program and the Fleet Services, staff decided that this piece of equipment be replaced with a similar type of equipment. As a joint effort, a specification package known as Bid 09-13 was assembled and was posted at the City's website for current bids. The national Bid Alert Service picks the bid information and then feeds this to other vendors who subscribe to their services or visit their site.

Only one formal bid proposal was received and opened on November 13, 2008 at the City Clerk's Office.

Staff has reviewed and determined that the only bid submitted, by Municipal Maintenance Equipment, Inc., was a responsive bid that meets every aspect of the technical specifications. The total bid price, including tax, of one (1) Truck, 2009 GMC W4500, Cab-Over-Engine Chassis, Gasoline Engine, mounted with a SRECO Model HS516TM Flexible Robotic Sectional Type Machine (Mechanical Sewer Rodder) is \$88,874.33.

**FISCAL IMPACT**

Funds were budgeted and are available in the Capital Assets Internal Service Fund for this purpose.

- Item C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JAS PACIFIC, INC. FOR PLAN REVIEW AND OTHER AS-NEEDED CONSULTING SERVICES; AND,**
- APPROVAL OF A PURCHASE ORDER IN THE NOT-TO-EXCEED AMOUNT OF \$80,000.**

**RECOMMENDATION**

Staff recommends that the City Council approve the agreement and a purchase order in the amount of \$80,000 to JAS Pacific, Inc. for plan review and other as-needed consulting services.

**INTRODUCTION**

JAS Pacific, Inc. specializes in engineering and consulting services for municipal governments. Since 2006, they have been providing the City plan check services, administrative and permit technician services during the peak months of increased workload and limited staff resources.

**DISCUSSION**

Although there is a steady decline in this fiscal year's plan review workload, staff recommends that an agreement with JAS Pacific, Inc. will allow continuous support to the department's day to day activities particularly during unexpected changes in staffing. The contract with the City will cover consulting services on an as-needed basis until the end of fiscal year 2008-2009 and for two additional years, if necessary, for a not-to-exceed amount of \$300,000.

**FISCAL IMPACT**

Funds were budgeted and are available in the General Fund Community Development Department's professional and consulting services for this purpose.

- Item D. APPROVAL OF AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MELVYN GREEN & ASSOCIATES, INC. FOR ENGINEERING SERVICES IN CONNECTION WITH VARIOUS PROJECTS IN THE CITY.**

**RECOMMENDATION**

Staff recommends that the City Council approve amendment no. 2 to the agreement between the City of Beverly Hills and Melvyn Green and Associates, Inc. for engineering services in connection with various projects in the City.

**INTRODUCTION**

Melvyn Green and Associates, Inc. is an engineering consultancy firm specializing in structural engineering design, seismic rehabilitation, building evaluation and other related services. They have been involved with the various projects in Public Works Department and Community Development Department since 2003.

**DISCUSSION**

Amendment no. 2 to the contract covers the following- 1) extension of the termination date to June 30, 2010 with a provision for an extension of one additional 2-year term pursuant to the terms and conditions of the agreement; 2) amendment to the "Schedule of Rates"; and 3) increase in consideration by \$150,000 to a not-to-exceed total amount of \$200,000 to allow Melvyn Green and Associates to continue their structural engineering consulting services with the City.

**FISCAL IMPACT**

Funds were budgeted and are available in the General Fund Community Development's on-going professional and consulting services for this purpose.

  
\_\_\_\_\_  
Noel Marquis  
Finance Approval

  
\_\_\_\_\_  
Scott G. Miller  
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND JAS PACIFIC, INC. FOR PLAN REVIEW AND OTHER  
AS-NEEDED CONSULTING SERVICES

NAME OF VENDOR: JAS Pacific, Inc.

RESPONSIBLE PRINCIPAL OF VENDOR: J. Addison Smith, President

VENDOR'S ADDRESS: 4295 Jurupa Avenue, Suite 203  
Ontario, California 91761

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: George E. Chavez,  
City Building Official

COMMENCEMENT DATE: July 1, 2008

TERMINATION DATE: June 30, 2009, unless extended pursuant to  
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$300,000 based on the rates  
set forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND JAS PACIFIC, INC. FOR PLAN REVIEW AND OTHER  
AS-NEEDED CONSULTING SERVICES

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Beverly Hills (hereinafter called "CITY"), and JAS Pacific, Inc. (hereinafter called "CONSULTANT").

RECITALS

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

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of 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. CONSULTANT shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may, in writing, extend the time of performance for two additional one-year periods pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth above and based on the hourly rates set forth in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

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

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.

Section 6. Responsible Principal(s).

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

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

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. CONSULTANT may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall be responsible for their services.

Section 8. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

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

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

(c) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance, 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, or are otherwise approved by the City Risk Manager in writing.

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

(g) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement.

(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 Commercial General Liability and Commercial Vehicle Liability policies of insurance required by this Agreement shall name the CITY as an additional insured. All of the policies required under this Agreement shall provide that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, except in the case of cancellation for non-payment of premium in which case written notice shall be ten (10) days 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 Commercial General Liability and Workers' Compensation 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 shall be subject to the approval of CITY.

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

Section 11. Termination.

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

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

of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 12. 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 13. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

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

Section 14. Successors and Assigns. Neither party shall assign or attempt to assign any portion of this Agreement without the written approval of the other party.

Section 15. 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 16. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 17. 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.

Section 18. Third Party Beneficiary. This Agreement is for the benefit of the parties hereto only and under no circumstances shall any of its provisions be construed to benefit any third party.

EXECUTED 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: JAS PACIFIC, INC.

\_\_\_\_\_  
J. ADDISON SMITH  
President and Chief Financial Officer

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
ANNE BROWNING MCINTOSH  
Interim Director of Community  
Development

\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

CONSULTANT shall perform the following services if requested by CITY in writing:

#### A. INSPECTION SERVICES:

- Review thoroughly project specifications, plans, reports and calculations prior to inspection to ensure structural and architectural stability.
- Perform and document comprehensive field inspections on assigned construction projects to determine that all aspects of the project work conform to applicable and adopted Building, Plumbing, Mechanical and Electrical codes, as well as zoning ordinances, energy conservation and ADA requirements.
- Review plans for building construction, plumbing, mechanical and electrical systems.
- Participate in reviews regarding related projects with technical consultants, Fire Officials, Health Officials and other affected City and County agencies.
- Prepare correction notices and notices of non-compliance during inspections and maintain a record of non-complying items and follow-up to resolutions of such items.
- Record conferences with contractors, engineers, architects and manufacturers.
- Utilize the CITY automated permit tracking system to obtain and record pertinent job I information and records.
- Introduce effective ways to provide thorough documentation and reports for all investigations.
- Establish professional working relationships with all affected CITY Departments to streamline enforcement efforts.
- Ensure that the public interests for a safe environment are met.
- Uphold the preservation of health, safety and welfare of the public.
- Provide an ICC/ICBO certified building inspector highly trained and skilled in every aspect of the adopted model codes.
- Accommodate construction activity cycles without increasing permanent staff.
- Be readily available to accommodate the overload of inspection demands in a timely manner.

#### B. PLAN REVIEW SERVICES - OUTSOURCE:

- Provide plan check of submitted plans and documentation to check for architectural, structural, mechanical, plumbing, electrical, accessibility and energy requirements.
- Provide plan check of submitted plans and documentation to determine compliance with CITY adopted Model Codes, Regulations and procedures: Uniform Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Uniform Fire Code, State Building Code and locally adopted amendments and ordinances.
- Coordinate plan reviews with other appropriate CITY agencies including but not limited to, to agencies having jurisdiction for enforcement of fire, sanitation, health, water and sewer codes and services and City Engineer for soils for geology reports.

- Systematically computer-log all plans with a computer tracking system and provide monthly status reports.
- Professionally Certified Plans Examiners, Engineers and Permit Technicians shall be readily available to the applicant to maintain an open line of communication to ensure compliance.
- Conduct regular meetings between Senior Plan Checker and Plan Check staff to ensure quality control.
- Plan Review Engineers and Certified Plans Examiners on request of the CITY will perform plan check on-site.
- Attend all meetings requiring CONSULTANT's team.
- CONSULTANT shall provide a letter of transmittal and the appropriate paper documentation that the plans have been checked and corrections are needed or that the plans are complete. This shall include the final correction list indicating that the plans meet all the requirements of the CITY. The CITY prior to use shall approve all forms and materials used by CONSULTANT.
- Records of Plan Check shall be maintained in our Corporate Office as well as records of telephonic and personal conversations concerning plans and plan check corrections.
- Communication available to the CITY and clients through telephone at (800) 818-3677 and email.
- Provide within 24 hours notice, pick-up or delivery of plans utilizing a CONSULTANT courier or an overnight service to no charge to the CITY.

#### C TURN AROUND TIMES - OUTSOURCE:

- Seven (7) working days for Single Family Residential and Light Commercial projects.
- Ten (10) working days for Multi Family Residential and Light Commercial projects.
- Twelve (12) working days for more complex Non-Residential and Commercial projects.
- Five (5) days for resubmitted Residential projects.
- Seven (7) Days for resubmitted non-complex Non-Residential projects.
- Ten (10) working days for resubmitted Commercial projects.
- Other requested timetables available upon request.
- Priority plan check may be available to individual applicants on specified projects requiring a more expeditious turnaround than time previously specified.
- Professionally licensed staff of engineers to provide a comprehensive list of service capabilities.
- Communication available to the CITY and all CITY clients through telephone at (800) 818-3677 and email.

#### D. CODE ENFORCEMENT SERVICES

- Maintain and improve the quality of life and appearance in our communities by establishing, implementing and regulating effective policies and procedures.
- Uphold the preservation of Health, Safety and Welfare of the public.
- Inspect properties for compliance with State Housing Law maintenance requirements, including light, ventilation and occupancy requirements.
- Prepare and serve notices of violations, abatement orders, citations, corrections and stop work orders on land use regulations, housing quality, and property maintenance.
- Prepare reports and cases for criminal prosecution and testify in court.
- Prepare and maintain written and photographic records.
- Perform inspections to ensure compliance with conditions of planning approvals.
- Inspect signage for compliance with conditions of approval from the Architectural Review Board and Planning Department.
- Ensure the municipal provisions governing existing signage; prohibited signs, temporary signs, and other specific sign types are followed.
- Maintain positive public contact through education regarding neighborhood preservation and improvement.
- Inspect properties for approved use and various conditions to determine if structures are permitted.
- Identify and target blighted areas within our communities with enforcement efforts prior to them becoming a blemish in the community.
- Establish effective prosecution efforts for repeat violators.
- Introduce effective ways to provide thorough documentation and reports for all investigations.
- Establish professional working relationships with all affected CITY Departments to streamline enforcement efforts.

#### E. PERMIT TECHNICIAN SERVICES:

- Provide by professional means, quality counter services conforming to the jurisdiction s unique requirements.
- Provide a cost-effective means to minimize operational costs without compromising the quality of services demanded.
- Process and route applications, plans and calculate permit valuations and fees and answer all related questions.
- Maintain files and answer telephones.
- Process and route inspection and plan review status requests.
- Customer friendly personnel.
- Computer literate personnel.

- Prepare daily and monthly permit activity reports.
- Track projects via referrals to and from conditioning agencies to assure all conditions are met prior to issuance of permits and Certificates of Occupancy.
- Other duties as appointed by the Building Official.
- ICC certified personnel.

#### F. ADMINISTRATION / EDUCATION SERVICES

- Provide information services such as building regulations, permitting procedures, development information and CITY ordinances to the CITY public, permit applicants and developers.
- Assist in selecting building division personnel; be active in training for AB717 & CEU requirements, maintaining education levels, encouraging and appraising all personnel.
- Contribute in the preparation and the development of the Building Division budget.
- Prepare, present and advise on reports, budgets and findings to all appropriate and affected agencies.
- Prepare and present Building & Safety Information handouts for distribution to the Beverly Hills public.
- Informed and highly educated on all current codes as well as adopted CITY ordinances.
- Experienced in Building and Safety functions and methods. Including ability to inform on and perform plan check, complex inspection on all types of construction, materials, permit issuance and terminology

#### G. ADMINISTRATIVE ASSISTANT SERVICES

- Knowledge of Administrative procedures and operating details; as well as functions of CITY government.
- Ability to understand the organization and operation of the CITY and of outside agencies as necessary to carry out assigned responsibilities.
- Communicate effectively, orally and in writing; handle confidential material in an effective manner; interpret and apply administrative and departmental policies.
- Compose correspondence independently; analyze situations carefully and adopt effective courses of action.

EXHIBIT B-1

SCHEDULE OF RATES

**SUPPORT STAFF**

Certified Building Inspector	\$58.00 per hour
Certified Code Enforcement Officer	\$55.00 per hour
Permit Technician	\$40.00 per hour
Administrative Assistant	\$38.00 per hour
Mileage while performing inspections	\$0.48 per mile

**PLAN CHECK**

Outsourcing Hourly Fee Method

Structural and Life, Safety and Occupancy	\$70.00 per hour
Structural Only	\$60.00 per hour

For Inspection, Enforcement and Technician overtime hours, CONSULTANT shall receive time and half.

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND MELVYN GREEN &  
ASSOCIATES, INC. FOR ENGINEERING SERVICES IN  
CONNECTION WITH VARIOUS PROJECTS IN THE CITY

NAME OF CONSULTANT: Melvyn Green & Associates, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Melvyn Green, President

CONSULTANT'S ADDRESS: 21311 Hawthorne Blvd., Suite 220  
Torrance, California 90503

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Sam Lee,  
Plan Review Manager

COMMENCEMENT DATE: July 1, 2006

TERMINATION DATE: June 30, 2010, unless extended  
pursuant to Section 2

CONSIDERATION: Not to exceed \$200,000 based on the  
rates set forth in Exhibit B-1

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND MELVYN GREEN &  
ASSOCIATES, INC. FOR ENGINEERING SERVICES IN  
CONNECTION WITH VARIOUS PROJECTS IN THE CITY

This Amendment No. 2 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("CITY"), and Melvyn Green & Associates, Inc. (hereinafter called "VENDOR," dated October 20, 2006, and identified as Contract No. 378-06, as amended by Amendment No. 1, dated June 19, 2007 and identified as Contract No. 239-07 ("Agreement") for engineering services in connection with various projects in the City.

RECITALS

A. City entered into a written agreement with VENDOR, dated October 20, 2006, for engineering services in connection with various projects in the City, which was previously amended.

B. City desires to extend the Termination Date and amend the Consideration, Time of Performance, and the Schedule of Rates of the Agreement.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Section 2 of the Agreement, entitled "Time of Performance," shall be amended to read as follows:

“Section 2. Time of Performance. VENDOR shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may, in writing, extend the time of performance for one additional 2-year term pursuant to the same terms and conditions of this Agreement.”

Section 3. The Consideration shall be amended as set forth above.

Section 4. Exhibit B-1 of the Agreement, entitled “Schedule of Rates” shall be amended as attached hereto and incorporated herein by this reference

Section 4. Except as specifically amended in this Amendment No. 2, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

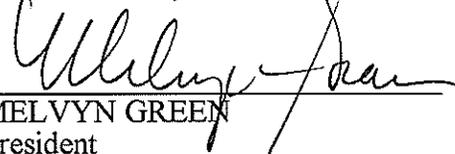
CITY OF BEVERLY HILLS  
A Municipal Corporation

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

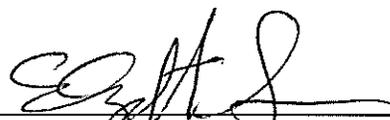
ATTEST:

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

VENDOR: MELVYN GREEN &  
ASSOCIATES, INC.

  
\_\_\_\_\_  
MELVYN GREEN  
President

[Signatures continue]

  
ELIZABETH GREEN  
Secretary

APPROVED AS TO FORM:

  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
ANNE BROWNING McINTOSH, AICP  
Interim Director of Community  
Development

  
KARL KIRKMAN  
Risk Manager

EXHIBIT B-1

Schedule of Rates

For the timely and satisfactory completion of services required by this Agreement and described in Exhibit A, CITY shall compensate VENDOR in an amount not to exceed Two Hundred Thousand Dollars (\$200,000), based on the hourly rates set forth below:

Rates

<u>Personnel</u>	<u>Rate/Hour</u>
Melvyn Green, Sr. Structural Engineer	\$175.00
Registered Engineer	\$120.00
Staff Engineer	\$ 85.00