



AGENDA REPORT

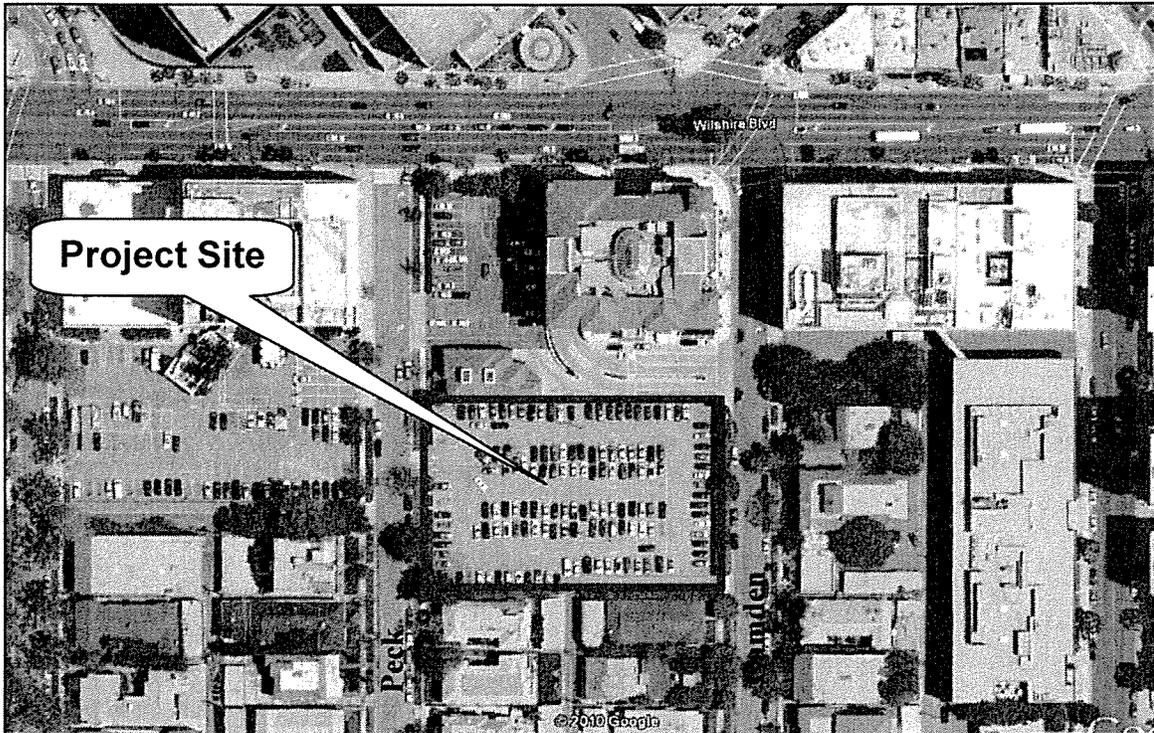
Meeting Date: February 2, 2010
Item Number: F-12
To: Honorable Mayor & City Council
From: Susan Healy Keene, AICP, Director of Community Development
Jonathan Lait, AICP, City Planner
Ryan Gohlich, Associate Planner
Subject: AGREEMENT WITH RINCON CONSULTANTS, INC. FOR THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION FOR A PROPOSED 44-UNIT CONDOMINIUM BUILDING LOCATED AT 125 SOUTH CAMDEN DRIVE.
Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council approve an agreement between the City of Beverly Hills and Rincon Consultants, Inc., including authorization of the requisite purchase order for consulting services to prepare environmental documentation for a proposed 44-unit condominium project located at 125 South Camden Drive.

INTRODUCTION

The City has received an application for development of a new 44-unit condominium project located at 125 South Camden Drive. This site is made up of six parcels of land located just south of Wilshire Boulevard, between South Camden and South Peck Drives. The proposed project involves the demolition of an existing surface parking lot and construction of a new condominium building on a 45,900 square-foot property. The building is proposed to range between four and six stories, with a maximum height of 66 feet. The proposed project includes two levels of subterranean parking with 127 parking spaces to serve the residential units and guest parking.



DISCUSSION

Rincon Consultants, Inc. is an environmental consulting firm that has prepared environmental documents for the City Beverly Hills and other municipalities. The scope of work, attached to the contract, calls for an evaluation of the environmental impacts associated with this project, in the form of an Environmental Impact Report (EIR), as required by the California Environmental Quality Act (CEQA). All costs associated with this contract are borne by the project applicant. The cost for this contract is \$151,589.00, which includes a \$10,000 contingency that may be needed for minor revisions to the scope of work specified in the contract which can be authorized without delaying the process for a contract amendment. The applicant has deposited the full amount of the contract, including the contingency and has also deposited the City's required 15% contract administration fee and a \$50,000.00 legal deposit.

FISCAL IMPACT

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


Susan Healy Keene, AICP
Approved By

ATTACHMENT 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RINCON CONSULTANTS, INC. FOR THE
PREPARATION OF ENVIRONMENTAL DOCUMENTATION
FOR A PROPOSED 44-UNIT CONDOMINIUM BUILDING
LOCATED AT 125 SOUTH CAMDEN DRIVE

NAME OF CONSULTANT: Rincon Consultants, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Stephen Svete, AICP, President

CONSULTANT'S ADDRESS: 790 East Santa Clara Street
Ventura, California 93001
Attention: Joe Power, AICP, Principal and
Planning Manager

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Susan Healy Keene, AICP,
Director of Community Development

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: As described in Section 2 of the Agreement

CONSIDERATION: Not to exceed \$141,589.00 as described in
Exhibit A; Not to exceed \$10,000 for
Contingency services; Total not to exceed
\$151,589.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RINCON CONSULTANTS, INC. FOR THE
PREPARATION OF ENVIRONMENTAL DOCUMENTATION
FOR A PROPOSED 44-UNIT CONDOMINIUM BUILDING
LOCATED AT 125 SOUTH CAMDEN DRIVE

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

RECITALS

A. CITY has received applications for the development of a 44-unit condominium building located at 125 South Camden Drive. The site is currently zoned Residential Parking Zone (R-4-P) which allows for multi-family residential development, retail ancillary uses, and retail ancillary parking facilities. .

B. The Project site is approximately 1.12 acres in size and is currently developed with a surface parking lot. The proposal includes demolition of said surface parking lot. The proposal includes the construction of a 66-foot tall, six-story, 44-unit condominium building. The proposed condominium building contains approximately 119,000 square feet of above-ground development, and includes two levels of subterranean parking containing 127 parking spaces. No uses other than the residential condominium are proposed. The proposal involves a request for a general plan amendment to allow increased height and vacation of alley space, and a request for zoning text amendment to allow the proposed overlay zone, additional building height, and additional building length.

C. CITY is the lead agency for the Project with regard to compliance with the California Environmental Quality Act ("CEQA") and the local guidelines. It has been determined that the Project is subject to CEQA and, as the lead agency, is responsible for preparing an Environmental Impact Report ("EIR") for the Project (CEQA Guidelines Section 15050). CITY has determined that the Project may have a significant effect on the environment is required for the Project. CITY shall prepare or cause to be prepared an EIR in compliance with CEQA (CEQA Guidelines Section 15063).

D. CITY desires to have certain services (the "services") provided by CONSULTANT as set forth in Exhibit A, attached hereto and incorporated herein, for the purpose of compiling information, preparing, drafting, and completing CEQA Documentation for the Project.

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services.

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

(b) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the services described in Exhibit A. No additional services shall be rendered by CONSULTANT unless such services are first authorized by City Manager or his designee in writing. CITY may, at its option, require CONSULTANT to print and furnish additional copies of the Environmental Documentation (the "Documentation") as mutually agreed upon by the parties in writing. CITY shall compensate CONSULTANT for such additional services as set forth in Exhibit B-1 of this Agreement, attached hereto and incorporated herein

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

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

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

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

Section 6. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve

as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

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

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

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

Section 9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Section 11. Termination.

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

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

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

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

Section 14. Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made by amendment in writing and approved by both parties.

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

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

Section 16. Proprietary Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 26. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any

of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

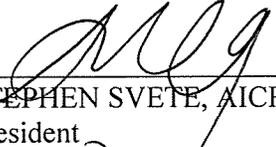
CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of Beverly Hills,
California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT:
RINCON CONSULTANTS, INC.



STEPHEN SVETE, AICP
President



DUANE VANDER PLUYIM
Corporate Secretary

APPROVED AS TO FORM



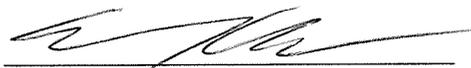
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFF KOLIN
City Manager



SUSAN HEALY KEENE, AICP
Director of Community Development



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

UNDERSTANDING OF THE PROJECT

The project involves the construction of a new six-story, 44-unit residential condominium building with two levels of subterranean parking accommodating 127 parking spaces. The subject site is a 1.12-acre assemblage of parcels located at 125 South Camden Drive, with frontage on Camden Drive and Peck Drive just south of Wilshire Boulevard. Access would be taken from Camden Drive. Building height would be approximately 66 feet and the structure would have a Floor Area Ratio of approximately 2.77 to 1.

A comprehensive draft EIR was prepared for a similar project in 2007, but was never certified. To the extent possible, the information in the 2007 Draft EIR could be used in the preparation of the environmental document for the revised project. Several key differences would dictate the extent to which the 2007 document would be useful in preparing a new EIR for the current project, including:

- The current project includes 44 condominium units rather than the 40 studied in the 2007 document.
- The current project includes parking only for the proposed condominium units (two levels total), while the project studied in the 2007 EIR included an additional 200 spaces intended to serve offsite uses (four levels total).
- The current project would be up to six stories tall, while the project studied in the 2007 EIR was up to five stories tall.

Because of the time that has elapsed since drafting of the prior draft EIR and the differences in the project description, CONSULTANT proposes to rely on the documentation in the prior draft primarily for existing site conditions such as geology/soils and hazards/hazardous materials, as well as some of the general setting and site information and background. CONSULTANT's cost proposal reflects the economies that would result from this limited use of the prior document. It should also be noted that based on the preliminary determinations that there would be significant and unavoidable impacts in only two issue areas (noise and air quality), CONSULTANT's scope does not include all of the issue areas that were analyzed in the prior administrative draft EIR. Rather, CONSULTANT anticipates that many issue areas can be sufficiently addressed at the Initial Study phase of the project, focusing the new EIR on issues of more elevated concern.

GENERAL WORK PROGRAM

The major tasks in the process are described below.

1. **Kickoff Meeting.** CONSULTANT's principal in charge and/or project manager will attend a kickoff meeting with CITY staff and, if desired, the applicant. The purpose of the meeting will be to obtain necessary materials for the document preparation and confirm project goals and schedule, and communication protocol.
2. **Project Description.** Prior to initiating the environmental analysis, CONSULTANT shall prepare a draft project description for CITY review. This section will include descriptions of the site and its location, project characteristics relevant to the analysis, project objectives, and required discretionary approvals. The project description will include textual, tabular, and graphic presentation.
3. **Draft Initial Study/Notice of Preparation.** CONSULTANT shall prepare an administrative Draft IS using the CITY's standard IS format. The Draft IS will address all of the items on the environmental checklist. Where applicable, impacts will be quantified using technical studies that have been prepared or are available for the project site and immediate area. CONSULTANT shall submit one electronic copy of the Draft IS in either PDF or Word format and up to five bound hard copies.
4. **Final Initial Study/Notice of Preparation.** Upon CITY approval of the Initial Study, it will be circulated along with the Notice of Preparation (NOP) for the required 30-day NOP review period. CONSULTANT has assumed that it shall be responsible for circulation of the NOP to the State Clearinghouse, while the CITY will be responsible for circulating the NOP to interested parties, responsible agencies and stakeholders.
5. **Scoping Meeting.** Though not necessarily required under CEQA, CONSULTANT proposes conducting a scoping meeting during the 30-day NOP review period since the project site is adjacent to a residential neighborhood. The scoping meeting will provide a forum for concerned agencies and the public to provide input on the EIR scope and content. CONSULTANT staff will make a brief presentation providing an overview of the project, the CEQA process, and the anticipated EIR work scope.
6. **Administrative Draft EIR.** Upon confirmation that the project description is accurate, CONSULTANT shall prepare an Administrative Draft EIR (ADEIR) for CITY review. This will include the following:
 - **Executive Summary** – This section will summarize the proposed project and associated environmental consequences. Impacts will be presented in tabular format to simplify review by decision-makers and the general public.
 - **Introduction and Environmental Setting** – These introductory sections (required by CEQA) will lay the groundwork for and summarize the substantive analysis to follow. The introduction describes the purpose and legal authority of the study, and provides a discussion of lead, responsible and trustee agencies. The environmental setting provides a general description of the existing urban geographic character of the city and the site vicinity.

- **Environmental Impact Analysis** – This section will analyze impacts determined in the Initial Study to be potentially significant, which CONSULTANT assumes will include:
 - Aesthetics
 - Air quality
 - Greenhouse Gas Analysis
 - Land Use and Planning
 - Noise
 - Traffic/circulation/parking

Each issue area analysis will include four main components:

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

The EIR impact analysis will be presented with the detailed analysis of each issue determined to be “Less Than Significant with Mitigation Incorporated” or “Potentially Significant Impact.” For each environmental issue requiring EIR analysis, the EIR will state the level of significance as determined in the Initial Study, followed by an analysis discussion, mitigation measures specific to the environmental issue, and discussion of the level of significance after mitigation.

- **Other CEQA-Required Discussions** – This section will include discussions of other issues required by the CEQA Guidelines and will include an analysis of potential growth-inducing impacts.
 - **Alternatives** – This section will include the analysis of up to three alternatives, in addition to the CEQA-required No Project Alternative, intended to represent a “reasonable range” of alternatives required under CEQA. These alternatives will be identified during the course of the study in consultation with CITY staff. The evaluation will be in less detail than for the proposed project, but will provide decision-makers and the public adequate information to decide between alternatives.
7. **Draft EIR.** The Draft EIR will incorporate all relevant CITY staff comments on the Administrative Draft EIR. This document will be circulated for public comment for a period of 45 days, as required by CEQA. The CITY will be responsible for circulation of the document and noticing of its availability, though CONSULTANT staff will be available to assist with these steps.

8. **Final EIR.** The Final EIR will include all comment letters received during the public review period, responses to all comments received on the Draft EIR, and any necessary text changes. The Final EIR will also include a mitigation monitoring and reporting program in accordance with CITY requirements. CONSULTANT shall deliver a .PDF version of the document to the CITY for its website posting. The Mitigation Monitoring and Reporting Program will be provided in a format designed for use by planners or code enforcement officers. Essentially, this plan will take the form of a detailed table. The table will compile all of the mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure.
9. **Public Hearings.** CONSULTANT's Principal-in-Charge or Project Manager will attend up to four hearings on the project. At the CITY's request, CONSULTANT shall prepare and deliver a presentation that summarizes the CEQA process and the findings of its analysis.

TECHNICAL APPROACH TO ENVIRONMENTAL ISSUES

Based on CONSULTANT experience on similar projects, the following issues will require detailed analysis in the IS/MND and may have significant effects:

- Aesthetics
- Air quality
- Greenhouse Gas Analysis
- Land Use and Planning
- Noise
- Traffic/circulation/parking

The following briefly describes CONSULTANT approach to these key environmental issues. Note that the work scopes described below will be prepared for the Initial Study or be incorporated into the technical discussions of the EIR. The cost section of this proposal includes spreadsheets illustrating the cost for the two potential documentation scenarios. It is assumed that the above issues would be discussed in an EIR should one be required.

Key Issues

Aesthetics. The aesthetic and visual quality analysis will consider the potential for the proposed project to degrade the visual character of the site and compare the project to applicable CITY policies and regulations pertaining to urban design. The orientation, height, and massing of the project will be analyzed in relation to adjoining uses and visibility from public rights-of-way.

CONSULTANT proposes preparing two color photo simulations to assist in the assessment of aesthetic impacts. The photo simulations will be prepared by RRM Design Group and will involve superimposing a realistic image of the proposed project onto photos of the site and surroundings from two (2) separate vantage points. The EIR will depict "before and after" conditions in order to illustrate the effect of the project on visual conditions. It is assumed that complete CAD files of the proposed building will be provided and that the building will include

a standard level of architectural detail. If the building is dramatically ornate or specifically modern, the cost of preparing photo simulations may increase to reflect the hours needed to complete a more complex model.

The impacts of project-generated shadows on adjoining uses will also be modeled and evaluated. The policy analysis will involve review of all CITY documents addressing design and development standards for the project site area to ensure the project's consistency with stated goals.

Air Quality. Site preparation as well as construction activities at the site will generate dust and heavy equipment emissions that have the potential to cause nuisance impacts. The potential for significant construction impacts will be based on the SCAQMD's CEQA Air Quality Handbook methodologies and significance criteria. Data that is available as part of the geosciences investigation relative to the potential for contaminated soils will be reflected in the air quality analysis. The construction analysis will also discuss the potential for asbestos and/or lead-based paint in onsite structures to be demolished.

Operational impacts will be associated with the increase in motor vehicle activity and, to a lesser degree, increases in on-site energy consumption. The addition of air pollutants to the region will be quantified using the URBEMIS air emission calculation program. Carbon monoxide (CO) screening will be conducted using the SCAQMD's model for any study area intersections forecast to operate at LOS D or lower. If the preliminary screening identifies potentially significant impacts, more detailed modeling will be conducted using CALINE4.

Greenhouse Gas Emissions. CONSULTANT proposes to prepare a GHG section that focuses on the impacts of the proposed on climate change, as well as the impacts of climate change on the project region. CONSULTANT shall consult with the Southern California Association of Governments (SCAG), the South Coast Air Quality Management District (SCAQMD), the state Air Resources Board (ARB), the Attorney General's Office, and other appropriate stakeholders to ensure consensus on the technical approach to the analysis. CONSULTANT has prepared climate change analyses for a wide variety of development projects, general and specific plans, and transportation plans since the passage of AB 32 in 2006, SB 97 in 2007, and SB 375 in 2008.

The analysis will include a comprehensive inventory of the three primary GHGs, including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), as well as a qualitative discussion of other GHGs, including hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). The analysis will be conducted utilizing current emission inventory models, based on ARB-certified emissions factors in the EMFAC2007 model, along with emission factors from other guidance documents, including the California Climate Action Registry's General Reporting Protocol, the Climate Registry Local Government Operations Protocol from the California Air Resource Board, California Climate Action Registry, and ICLEI – Local Governments for Sustainability.

The analysis would note that currently no air district in California, including SCAQMD, has yet adopted a significance threshold for GHG emissions or a specific methodology for analyzing air

quality impacts related to greenhouse gas emissions. However, several districts are in the process of adopting such thresholds and methodologies. In particular, the courts have recently found that projects should consider CAPCOA's January 2008 assessment methods and discussion regarding attainment of the emission targets in their cumulative analysis (Center for Biological Diversity v. Town of Yucca Valley, May 2009). Since various threshold amounts are under consideration as cumulatively considerable (e.g., SCAQMD is considering 10,000 metric tons for industry and a screening level of 3,000 metric tons for other uses), CONSULTANT's analysis will be based on providing information that is current with this evolving issue.

Project compliance with GHG reduction strategies contained in federal and state laws, any existing regional GHG reduction plans or strategies, the California Climate Action Team's (CCAT) Report to the Governor, and the California Air Pollution Control Officer's Association (CAPCOA) white paper will be assessed. Major categories of GHG reduction strategies include transportation planning decisions that reduce VMT, design elements that increase fuel efficiency, and energy efficiency measures. Project design elements that reduce VMT, increase fuel efficiency, or reduce energy use will equally reduce criteria and GHG emissions on a percentage basis.

Based on the current state of the practice and preliminary direction from SCAQMD, CONSULTANT recommends that the significant of the project's cumulative contribution to GCC be considered potentially significant if the project would:

- Exceed CAPCOA's suggested quantitative, non-zero thresholds for GHG emissions; or
- Be inconsistent with the emissions reduction strategies contained in the California Climate Action Team's (CCAT) Report to the Governor, which propose a path to achieve the greenhouse gas reduction targets set forth in AB 32.

Projects can ensure compliance with CCAT strategies by incorporating appropriate design features, including: vehicle trip reduction strategies; providing multi-modal transportation options; increasing energy efficiency beyond Title 24 requirements; increased recycling; and incorporating green building technology.

If the proposed project complies with appropriate strategies to reduce GHG emissions to the levels required by AB 32, it follows that the project would have a less than significant cumulative impact related to global climate change. As necessary, mitigation measures will be developed from emissions reduction strategies in the Attorney General's mitigation measure list, the California Climate Action Team's (CCAT) Report to the Governor, as well as the California Air Pollution Control Officers Association (CAPCOA) white paper, CEQA and Climate Change.

Land Use. This section of the EIR will examine both consistency with applicable land use policies and compatibility of the project with adjacent land uses. The policy consistency discussion will consider the CITY's General Plan, Zoning Code, and other applicable CITY documents. As appropriate, it will also consider applicable regional policies such as those of the Southern California Association of Governments (SCAG).

The compatibility analysis will involve an objective discussion of the proposed project in the

context of the existing land use pattern in the immediate vicinity of the site. This discussion will also summarize the findings of other sections relevant to land use compatibility (noise, air quality, aesthetics) from a land use perspective. Mitigation measures will be recommended to reduce any potentially significant conflicts or impacts.

Noise. The noise analysis will examine both temporary construction noise and long-term operational noise associated with increased vehicle activity. Short-term noise will be assessed based upon noise levels reported in the USEPA document Noise from Construction Equipment and Operations. Traffic noise will be estimated using a modification of the Federal Highway Noise Prediction Model (calibrated based upon actual measured noise in the area) and data from the traffic study. The analysis will focus on street segments anticipated to experience substantial traffic increases and that are adjacent to sensitive noise receptors.

The noise section will examine the change in noise characteristics compared to the existing conditions. The potential for effects on any nearby residences will also be analyzed. Construction noise will be assessed in terms of maximum noise levels, while long-term operational noise exposure will be assessed in terms of the Community Noise Exposure Level (CNEL). The EIR will also address relevant policies and implementation strategies of the CITY's adopted Noise Element.

Transportation/Traffic. Fehr & Peers Transportation Consultants will address the issue of traffic, circulation, and parking in a Traffic Impact Study. This study would provide the basis for the Traffic section of the EIR and would be included in its entirety as an appendix to the EIR. Fehr & Peers' work scope is described below.

1. Project Initiation and Coordination – At the outset of the traffic study, scoping discussions would be held with CITY staff to finalize and confirm the scope of services for the traffic study. Coordination with CITY staff would continue throughout the study. Issues to be discussed and/or confirmed include the geographic scope of the study (e.g., intersections and streets), time periods for analysis, forecasting methodologies, approach to trip generation, location of replacement parking for the existing surface parking lot, and key assumptions. Also, any proposed mitigation measures would be discussed with CITY staff for comment and concurrence prior to completing the study.

Based on initial conversations with CITY staff, this proposal assumes that the potential for project traffic impacts would be evaluated in the study for the weekday AM, weekday PM, and Saturday midday peak periods at up to five intersections and that weekday and Saturday daily impact analysis would be conducted on three residential street segments. As part of this task, the study intersections would be reviewed to determine whether the list is adequate to address potential project impacts or whether additional intersections should be added to the study. Coordination with CITY staff would continue throughout the study. A preliminary list of study locations:

Intersections

1. S. Santa Monica Boulevard & Wilshire Boulevard
2. S. Camden Drive & Wilshire Boulevard

3. S. Camden Drive & Charleville Boulevard
4. S. Camden Drive & Olympic Boulevard
5. Beverly Drive & Charleville Boulevard

Street Segments

1. S. Camden Drive between Wilshire Boulevard & project driveway
 2. S. Camden Drive between project driveway & Charleville Boulevard
 3. Charleville Boulevard between S. Camden Drive & Rodeo Drive
2. **Data Collection** – CITY files would be researched in an effort to obtain available recent traffic count data. An allowance has been provided in the fee proposal to conduct new traffic counts at up to five intersections for the weekday AM weekday PM, and Saturday midday peak periods in the event that new counts are required. The budget also includes weekday and Saturday daily traffic counts for three roadway segments.

For the existing surface parking lot, vehicle trip generation and parking occupancy data will be collected for use in the analysis. At the lot's entrance/exit on S. Peck Drive, new traffic counts will be collected for the weekday AM, weekday PM, and Saturday midday peak periods. Interaction between the surface lots adjacent to (north of) and across S. Peck Drive from the site will be recorded. Parking occupancy data will be collected on a weekday and Saturday from 11:00 AM to 6:00 PM in order to ascertain peak demand and the magnitude of potential displacement.

An inventory would be made of the existing street system serving the study area, including number of lanes, street widths, traffic control devices, and operational characteristics. Additional pertinent data would also be collected, including previously conducted traffic studies and information regarding planned street improvements.

3. **Existing Traffic Conditions** – An assessment would be made of existing operating conditions and constraints in the study area. Weekday AM, weekday PM, and Saturday midday peak hour levels of service would be quantified at the study intersections using the Intersection Capacity Utilization (ICU) methodology preferred by the CITY.. Existing traffic operational problems and congested areas would be identified.
4. **Forecast Future Traffic Conditions** – A series of traffic projections would be developed, as follows:
 - Future base (i.e., no project) conditions, including background traffic growth and cumulative developments in the study area. The future base conditions would include traffic expected to be generated by other projects either currently under construction, approved for development, or proposed in the study area (all projects in Beverly Hills, all projects within a two-mile radius comprised of either 10,000 square feet or more of non-residential floor area or 25 or more dwelling units, and regionally significant projects beyond the two-mile radius). Data regarding potential related projects proposed for development in the study area would be obtained from the CITY and from neighboring cities, as appropriate.

- Existing uses-generated traffic. Based on the results of the data collection effort at the project site's existing surface lot, trip generation estimates would be developed for the weekday AM, weekday PM, and Saturday midday peak periods. If replacement parking has been identified by the CITY or applicant, the vehicle trip ends would be unassigned from the project site and reassigned to the replacement parking location.
 - Project-generated traffic. Consistent with the CITY's standard practice, project trip generation estimates would be developed based on Trip Generation, 7th Edition (Institute of Transportation Engineers, 2003). Trip distribution and assignment would take into consideration factors such as the geographic distribution of project trips, existing travel and congestion patterns and major access routes to/from the project area, and the location of site access points in relation to the surrounding street system.
 - Future conditions with development of the proposed project, including background traffic growth, cumulative developments in the study area, traffic generated by the project, and reassignment of the existing trips generated by the site (if applicable).
5. Traffic Impact Assessment and Mitigation Measures – An assessment would be made of projected operating conditions, and traffic impacts of the proposed project would be identified. Weekday AM, weekday PM, and Saturday midday peak hour intersection levels of service would be projected. Significance of project impacts at the study locations would be assessed in accordance with CITY criteria.

Traffic volume changes on the study roadway segments would be reported on a daily basis under no project and with project conditions. Traffic volume changes would be presented in the number of new vehicle-trips and percent increase in daily volumes due to the development of the proposed project.

If necessary, appropriate mitigation measures would be developed to alleviate negative traffic impacts thus identified. Mitigation measures could be physical or operational in nature. Potential mitigations would be examined to determine their physical feasibility and effectiveness, and a recommended mitigation program would be developed. Recommended physical improvements would be evaluated from a conceptual planning perspective only (preliminary engineering drawings are not included as part of this work scope). Preparation of geometric drawings (if needed) would require an amendment to the proposed budget.

6. CMP Impact Analysis – Congestion Management Program for Los Angeles County (CMP) (Los Angeles County Metropolitan Transportation Authority, 2004) generally requires preparation of a Transportation Impact Analysis to assess potential impacts of a project on the regional transportation system when an environmental impact report is prepared for a project. If the project meets the CMP minimum threshold criteria for analysis, this would include analysis of potential impacts on CMP arterial monitoring

intersections and freeway monitoring segments and on the public transit system. Mitigation measures would be developed as appropriate for impacts identified on the CMP regional highway system or public transit system.

7. Parking Analysis – The parking plan for the proposed project would be evaluated. The total number of parking spaces required by CITY code would be determined and compared against the proposed on-site parking supply, and variations from CITY requirements would be identified.

The parking survey would allow for an assessment of existing peak parking demands at the existing surface lot. The supply of replacement parking (location and number of available spaces would be determined by the CITY or applicant if known) would be compared to the peak parking demand and impacts resulting from insufficient replacement parking would be identified. Mitigation measures, if appropriate, would be recommended.

8. Site Access/Internal Circulation Analysis – The site access and internal circulation plan proposed as part of the project would be evaluated to ensure that it is adequate to accommodate anticipated traffic flows based on the expected trip generation. The site access study would include an analysis of ingress/egress to the project site and its proximity to nearby intersections, such as the signalized intersection of S. Camden Drive & Wilshire Boulevard.

Evaluation of the proposed site circulation system would include an assessment of parking access and internal vehicle movement, service/delivery access, passenger loading/unloading, and pedestrian access. The potential for impacts at the proposed site access points would be evaluated, including level of service analysis, potential queuing conflicts, and assessment of the potential need for traffic controls or turn lanes. Vehicle turning radii and maneuvers into/out of and through the site would be evaluated using AutoTurn turning templates.

If necessary, appropriate mitigation measures for site access and internal circulation would be investigated and recommended.

9. Project Alternatives – Traffic conditions and impacts for the no project alternative and the proposed project would be evaluated fully as part of Tasks 4 through 8 described above. As permitted under the California Environmental Quality Act (CEQA), up to three project alternatives would be evaluated to a lesser extent, consisting of trip generation and qualitative assessment of potential impacts relative to the proposed project.
10. Documentation – A technical report that presents the methodology, results, and recommendations of the transportation analysis would be prepared. The report would be submitted in draft form for review and comment and would be finalized after receipt of comments. The report would be suitable for use as an appendix to the Environmental Impact Report (EIR).
11. Response to Comments – Responses would be prepared to the public comments received on the draft EIR pertaining to traffic and parking. The draft responses would be submitted

to CITY staff for review, and would then be finalized upon receipt of CITY comments. The final responses would be incorporated into the final EIR. For the purpose of preparing this proposal, it is assumed that four hours of staff time would be necessary and that no new analysis would be conducted as part of the responses.

12. Public Hearings – Fehr & Peers would attend up to four public meetings (potentially consisting of any combination of public scoping meeting, Planning Commission meetings, City Council meetings, or community workshops).

DELIVERABLE PRODUCTS AND SCHEDULE

1. **Kickoff Meeting.** CONSULTANT shall arrange and manage a project kickoff meeting within 10 days of receipt of notice to proceed. Within one week of the kickoff meeting, CONSULTANT shall provide a summary of the meeting proceedings.
2. **Project Description.** Within two weeks of the project kickoff and receipt of all necessary project information and technical studies to be provided by the CITY and/or applicant, CONSULTANT shall submit the draft project description for CITY review and approval.
3. **Draft Initial Study.** Five (5) copies of the Draft IS/NOP will be provided within three weeks of CITY approval of the project description.
4. **Final Initial Study/NOP.** One (1) unbound copy of the Draft IS/NOP will be submitted within one week of receipt of CITY comments on the Administrative Draft IS/NOP.
5. **Scoping Meeting.** CONSULTANT shall conduct the scoping meeting within the 30-day NOP period.
6. **Administrative Draft EIR.** Five (5) copies of the Administrative Draft EIR will be delivered within six weeks of CITY of the release of the IS/NOP.
7. **Draft EIR.** Forty (40) copies of the Draft EIR will be delivered within two weeks of receipt of CITY comments on the Administrative Draft EIR. If review of additional versions of the Administrative Draft EIR is required, CONSULTANT shall respond to comments on subsequent versions within one week.
8. **Final EIR.** The Final EIR will consist of the comments, responses, and corrections to the Draft EIR, if any are warranted. CONSULTANT shall submit twenty (20) copies of the Final EIR, including the MMRP, within three weeks of receipt of all comments on the Draft EIR.

MANAGEMENT TEAM

Stephen Svete, AICP, Principal, will direct the project. Steve has more than 24 years of experience managing projects in accordance with California General Plan, Specific Plan, and CEQA law. Abe Leider, AICP, will serve as project manager. Abe has more than 11 years of experience and has managed the Beverly Hills Gateway EIR and 121 San Vicente Medical Offices project IS/MND for the City of Beverly Hills as well as CEQA documents throughout southern and central California. Duane Vander Pluym, D.ESE, will provide technical oversight of the noise, air quality, and greenhouse gas emissions analyses. A Doctor of Environmental Science and Engineering, Duane has more than 25 years of experience and is well versed in a range of technical issues. Mark Neumeister and Patrick Nichols will serve as primary analysts for the project, assisting with the preparation of various technical analysis and discussions. Both have been involved in City of Beverly Hills projects over the past year. Resumes for assigned staff can be provided upon request.

Subcontractors

Tom Gaul, Principal with Fehr & Peers Transportation Consultants, will be the principal-in-charge of the traffic impact analysis. Mr. Gaul has extensive experience conducting transportation planning, travel demand modeling, traffic impact analysis, TSM/TDM planning, and transit/intermodal planning studies for public agencies and private firms throughout California, Hawaii, Arizona, Alabama, Nevada, Pennsylvania, and Massachusetts. He has served as the Project Manager for several traffic and parking projects in the City of Beverly Hills, including the Beverly Hills General Plan Update, parking and traffic studies for the Annenberg Cultural Center, the Montage Hotel Public Parking and Garage Project, the Beverly Hills Gateway Project EIR, among many others. Steve Crosley, a Senior Transportation Planner with Fehr & Peers Transportation Consultants, will oversee the traffic and parking study preparation. Steve has managed and assisted with various transit, parking, traffic, and Transportation Demand Management (TDM) studies. Over the past two years he has performed transit needs studies, traffic impact analyses (TIAs), parking and shared parking analyses, site access analyses, as well as land use planning with GIS tools. Past projects include parking demand analysis and operational plans, cut through traffic analysis, and various traffic studies for local jurisdictions in Los Angeles County. Steve graduated with an M.A. in Urban Planning from the University of California, Los Angeles and a B.A. in Economics from the University of California, Berkeley.

Christopher Dufour is a technical illustrator with RRM Design Group. Since 1974, RRM has infused environmental awareness and economic viability into Community Planning & Design, Public Safety, Recreation, Education, and Urban Revitalization projects throughout California, the Western States, and beyond. They've moved thousands of designs off the drawing board and into people's lives. The expert staff of over 100 professionals fills offices in San Juan Capistrano, San Luis Obispo, Oakdale, and Oakland. Communities, public agencies, and private landowners seek RRM's creative, realistic solutions to their simple and complex problems.

COST

CONSULTANT shall prepare and assist in the processing for the CEQA documentation for the Residences at Saks Fifth Avenue Project in accordance with the work scope options outlined above for a fee not to exceed **\$132,794**. This estimate is detailed in the attached spreadsheet as Attachment 1 to Exhibit A. CITY may require CONSULTANT to perform additional services outside the scope set forth in this Exhibit. Such additional services shall not exceed Ten Thousand Dollars (\$10,000).

The attached cost spreadsheet includes two optional items which CITY may elect to require CONSULTANT to perform, as follows:

1. CONSULTANT can perform a Phase 1 Environmental Site Assessment for an additional cost of \$3,500.
2. Traffic counts at five study locations (weekday AM, weekday PM, and Saturday midday peak period turning movement counts, and three weekday and Saturday daily 24-hour street segment counts) may be provided as an optional item for an additional cost of \$5,295.

The fee, including all optional items, shall not exceed \$151,589.

BILLING GUIDELINES

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

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

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

timekeeper associates with the expense, the date the expense was incurred, the rate at which the expense is billed (i.e., per-page rate for photocopies or mileage rate).

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

City of Beverly Hills

Residences at Saks Fifth Avenue Project Focused EIR

Cost Estimate

12/17/2009

Tasks	Cost	Hours	Principal \$175/hour	Proj. Mgr. \$125/hour	Analyst \$95/hour	Graphics \$75/hour	Clerical \$55/hour
1. Kickoff Meeting	\$1,365	11	4	4			3
2. Project Description	\$3,660	36	2	8	18	8	
3. Draft IS/NOP	\$7,550	74	4	12	50	8	
4. Final IS/NOP	\$1,365	15	1	2	6	2	4
5. Scoping Meeting	\$2,550	18	8	8		2	
6. Administrative Draft EIR							
Aesthetics	\$4,880	52	2	6	24	20	
Air Quality	\$4,710	46	2	6	38		
Greenhouse Gas Analysis	\$3,380	32	2	6	24		
Land Use and Planning	\$4,510	42	2	12	28		
Noise	\$5,490	54	4	4	42	4	
Traffic/Parking (Rincon only, Alternatives (4 total)	\$2,090	22		4	12	6	
Other Required Sections	\$7,140	68	6	12	42	8	
Other Required Sections	\$2,205	23	1	2	16	2	2
7. Draft EIR	\$4,440	44	4	10	18	6	6
8. Final EIR	\$9,320	88	8	24	44	4	8
MMRP	\$740	8		2	4		2
9. Public Hearings (4)	\$4,800	32	16	16			
Project Management	\$8,020	60	16	40			4
Subtotal Labor:	\$78,215	725	82	178	366	70	29
Additional Costs							
Fehr & Peers (Traffic)	\$31,110						
RRM Design Group (Photosimulations, 2)	\$9,300						
Printing (5 Admin, 40 Draft, 20 Final copies)	\$5,850						
Supplies and Miscellaneous Expenses	\$1,200						
General & Administrative	\$7,119						
Total Additional Costs:	\$54,579						
TOTAL (LABOR + ADDITIONAL COSTS)	\$132,794						

<i>Optional Items</i>	
Phase I Environmental Site Assessment	\$3,500
Traffic Counts	\$5,295
TOTAL WITH OPTIONAL ITEMS	\$141,589

Attachment 2 to Exhibit A

RECOMMENDED INVOICE FORMAT

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

TIMEKEEPER SUMMARY - THIS BILL

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

DISBURSEMENTS - THIS BILL

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

TOTAL FEES	\$240.50
TOTAL DISBURSEMENTS	47.05
TOTAL BILL	<u>\$245.75</u>

EXHIBIT B-1

CONSIDERATION

- (a) CITY shall pay CONSULTANT an amount not to exceed One Hundred Forty-One Thousand Five Hundred Eighty-Nine Dollars (\$141,589.00) for the satisfactory performance of services based on the rates set forth in the attached Focused EIR table, Attachment 1 to Exhibit A. This amount includes actual expenses reasonably incurred in the performance of this Agreement.

- (c) CITY shall pay CONSULTANT for contingency services including attendance at additional hearings, meetings, and presentations described in Section 1 of this Agreement, in an amount not to exceed Ten Thousand Dollars (\$10,000.00) and based on the hourly rates set forth in Exhibit A, and for actual expenses reasonably incurred in the performance of this Agreement and approved by CITY.

In no event shall the compensation for all services under this Agreement exceed One Hundred Fifty-One Thousand Five Hundred Eighty-Nine Dollars (\$151,589.00).

EXHIBIT B-2

SCHEDULE OF PAYMENT

CONSULTANT shall submit within 30 days an itemized monthly statement as required by and described in Exhibit A to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such 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.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____