



## AGENDA REPORT

**Meeting Date:** March 2, 2010  
**Item Number:** G-8  
**To:** Honorable Mayor & City Council  
**From:** Alan Schneider, Director of Project Administration  
**Subject:** APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GRUEN ASSOCIATES FOR CONSULTING DESIGN SERVICES RELATED TO IMPROVEMENTS TO CITY GATEWAYS; AND  
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$81,300 TO GRUEN ASSOCIATES FOR THESE SERVICES  
**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve Amendment No. 2 to the agreement with Gruen Associates for consulting design services related to the improvements to the City gateways, and approve a Change Purchase Order in the amount of \$81,300 for the architectural and engineering services to complete the design, prepare construction documents and construction administration for the Wilshire Boulevard at Whittier Drive gateway and streetscape improvements. The total amount of this agreement and amendments is \$143,850.

### **INTRODUCTION**

The proposed amendment will provide the design services to prepare and issue plans and specifications for bidding and construction of the gateway improvement.

### **DISCUSSION**

The City engaged the architectural firm of Gruen Associates to develop conceptual design studies to enhance four "gateway" locations entering the City of Beverly Hills. On November 5, 2009, a presentation to the City Council was made by the architects for the locations at the following sites:

- 1 Olympic Boulevard at Beverly Hills High School

2. Wilshire Boulevard and Whittier Avenue
3. Wilshire and San Vicente Boulevards
4. Santa Monica Boulevard and Doheny Drive

The City Council provided direction to prepare study models of the proposed gateway design concepts at three of the four identified sites. At present, the City does not possess full ownership of all areas desired for incorporation into the Santa Monica Boulevard and Doheny Drive site; and thus, do not deem it appropriate to proceed with the design work for that location at this time. Amendment No. 1 provided for study models for the three City-owned sites. The presentation of the models to the City Council resulted in the direction to proceed with development of the gateway at Wilshire Boulevard and Whittier Drive.

Based on the conceptual design for the gateway, it is recommended that Gruen Associates proceed with the design services and preparation of construction documents. The scope of work described in the amendment includes:

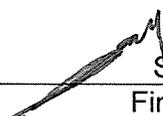
- Lengthening the median to the west, upgrading the left turn lane into the Union 76 gas station and adding more median up to the City boundary
- Upgrading and landscaping the parkways on the north and south sides of Wilshire
- Design and construction documents for two (2) 14' tall metal and glass sign pylons with two sided Beverly Hills shield signs
- Two (2) 24" h x 20' precast concrete and plastered garden walls
- 36" high x 60" wide monument sign with metal lettering and City seal
- Two (2) 6' high lantern pylons (in center median)
- Landscape planting including new ornamental street tree and palms
- Soil preparation and fine grading specifications
- Irrigation plans
- Lighting Plans
- Specifications

The fee proposal for the above services is \$81,300 inclusive of \$5,000 for reimbursable expenses and a contingency of \$15,000 for unforeseen design considerations.

The amendment calls for design services including preparation of construction plans and specifications to be completed in three months followed by public bidding and an award of contract in July/August 2010.

### **FISCAL IMPACT**

Funding for this amendment is allocated in the fiscal year 09-10 Capital Improvement Program (CIP) budget for Gateway Improvements from project #0701.

  
\_\_\_\_\_  
Scott G. Miller  
Finance Approval

  
\_\_\_\_\_  
David D. Gustavson *AMS*  
Approved By

# **Attachment 1**

Agreement

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND GRUEN ASSOCIATES FOR  
CONSULTING DESIGN SERVICES RELATED TO  
IMPROVEMENTS TO CITY GATEWAYS

NAME OF CONSULTANT: Gruen Associates

RESPONSIBLE PRINCIPAL OF CONSULTANT: Ashok Vanmali, AIA, Partner

CONSULTANT'S ADDRESS: 6330 San Vicente Blvd., Suite 200  
Los Angeles, CA 90048

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Alan Schneider  
Director of Project Administration

COMMENCEMENT DATE: Upon receipt of Notice to Proceed

TERMINATION DATE: June 30, 2011

CONSIDERATION: Original Agreement: Total not to exceed:  
\$49,900, including all reimbursable  
expenses (except for printing of drawings by  
CITY) and based on the fees more fully  
described in Exhibit B-1;

Amendment No. 1: Not to exceed \$9,650  
(including expenses); Contingency of  
\$3,000;

Total of original Agreement & Amendment  
No. 1 not to exceed \$62,550

Amendment No. 2 Not to exceed \$61,300;  
Contingency for additional work not to  
exceed \$15,000, as more fully described in  
Exhibit B-1;

Reimbursable expenses not to exceed \$5,000  
as described in Exhibit B-1;

Total for Amendment No. 2 not to exceed  
\$81,300

Total compensation of original Agreement,  
Amendment No. 1 and No. 2 not to exceed  
\$143,850

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND GRUEN ASSOCIATES FOR  
CONSULTING DESIGN SERVICES RELATED TO  
IMPROVEMENTS TO CITY GATEWAYS

This Amendment No. 2 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Gruen Associates (hereinafter called "CONSULTANT") dated March 6, 2009 and identified as Contract No. 83-09, as extended by letter dated June 11, 2009 and Amendment No. 1 dated December 1, 2009 and identified as Contract No. 465-09 ("Agreement") for design services related to CITY gateways.

RECITALS

A. CITY entered into a written agreement with CONSULTANT for design services related to City gateways, which was previously amended.

B. CITY desires to further amend the Agreement to extend its term, amend the Scope of Services, and increase the Consideration to include the additional services.

NOW, THEREFORE, the parties agree as follows:

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

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

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

Section 4. Exhibit B-1, "Compensation/Payment Terms" shall be amended as attached hereto and incorporated herein.

Section 5. Exhibit C-1, "CONSULTANT's Engineering Consultants", shall be added to the Agreement, as attached hereto and incorporated herein.

Section 6. Except as modified by this Amendment No. 2, all provisions of the Agreement dated March 6, 2009 shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, 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: GRUEN ASSOCIATES

\_\_\_\_\_  
MICHAEL A. ENOMOTO, INC.  
MICHAEL A. ENOMOTO, FAIA  
Partner

\_\_\_\_\_  
ASHOK VANMALI, INC.  
ASHOK VANMALI, AIA  
Partner

APPROVED AS TO FORM

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation

[Signatures continue]

EXHIBIT A  
SCOPE OF SERVICES

CITY desires that a Gateways Master Plan including design alternatives be prepared for eight entry points into the CITY. These sites include:

- 1) Sunset Boulevard at Ladera Drive
- 2) Sunset Boulevard at Sierra Drive
- 3) Wilshire Boulevard at Whittier Drive
- 4) Wilshire Boulevard at San Vicente Boulevard
- 5) South Santa Monica Boulevard at Moreno
- 6) Santa Monica Boulevard at Doheny Drive
- 7) Olympic Boulevard at La Cienega Boulevard
- 8) Olympic Boulevard at west CITY limits (Beverly Hills High School)

In order to provide a full level the scope of services within the preferred fee amount, CONSULTANT proposes to select four (4) sites for full master plan and design study. The remaining four (4) sites will be reviewed and designed in schematic form. These would be studied and designed in fuller extent at a later date.

The Master Plan process will include an orderly sequence of efforts including data gathering, public and private sector meetings, input and application of findings and preparation of preliminary and final design concepts. Each gateway site will be studied individually and plans and alternative hardscape and landscape elements will be applied as appropriate. Each site is unique and will require careful analysis to achieve the maximum visual and functional impact, certain opportunities and constraints will be studied.

CONSULTANT, having visited all the sites, submits the following comments and observations concerning the potential gateway development and enhancements:

- 1) In most cases, it appears that gateway elements (plinths, signs, low walls, etc.) can be added to the existing parkways without disturbing or relocating major healthy existing trees, streetlights or other street infrastructure. Most parkways and medians have adequate width to allow for improvements. (7' to 8' widths)
- 2) As the character of each major boulevard or street varies as influenced by its adjacent architecture, open space, etc. the design vocabulary of the proposed gateway elements may vary.
- 3) A unifying element will be established to give continuity to the gateways. This may be in materials (limestone, pre cast concrete, stainless steel, etc.) and/ or in design with reoccurring type face, decorative elements and consistent quality.

- 4) In most cases, it appears that some of the newer “Beverly Hills” shield sign panels will not be displaced or relocated. The new gateways can be installed adjacent or in close proximity to the iconic signs.
- 5) New landscape enhancements may be proposed around the gateways. This may involve removal of unhealthy or deformed trees or addition of new trees, shrub masses, perennial color and accent plants.
- 6) Lighting will be a very important element of the gateways that will add dramatic effect and expand their visual impact. At the construction document phases, the lighting will be fully studied and incorporated into the gateway structures and provided around the perimeters.
- 7) The gateway sites on Sunset Boulevard are major points of entry and because of their residential character and require consideration of the architectural and landscape character of the neighborhoods. Both sites have substantial parkways (assumed within the Beverly Hills right of way) and can become attractive locations for gateway structures and signage. The side parkways and the center median at Ladera Drive could be considered for providing a full street wide gateway statement.
- 8) The gateway sites on Wilshire Boulevard are in prime urban areas that need to compete with and compliment the substantial architecture of adjacent office, hotel and commercial structures. Beverly Hill’s highly eclectic architecture ranges from 1920 Beaux Arts, Mediterranean, French Normandy, 1940’s Stream Line Moderne, Art Deco to Mid Century and more contemporary statements.
- 9) The gateways need to be bold, dramatic and enduring. They should not copy but compliment the best of all the historic and architectural current styles. It is desirable for the gateways to not be so trendy and up to date in our current vernacular that they become dated and irrelevant at a later date.
- 10) The gateways should have an enduring “civic” quality and dignity that outlast the more transient urban design elements in the city.
- 11) Santa Monica and Olympic Boulevards also provide gateway design challenges for Beverly Hills. By creating unique and classic entryways and not looking too commercial and exaggerated these gateways will be adjacent to a West Hollywood (and its artful median sculptures) and Century City.

CONSULTANT understands that at the start of the project CITY will provide site surveys of the study areas. The base sheets and conceptual designs should be prepared based on accurate survey information available including rights-of-way, pavement location, sidewalk widths, street lights, existing manholes, street trees, poles, utilities, gas and water meters, traffic control panels, mailboxes, traffic signs, and other information. CONSULTANT shall visit the site and review locations of major infrastructure features.

The following proposed scope of services is for the conceptual gateways design alternatives and final master plan for the CITY. Two phases are proposed:

## Scope of Services

### Phase 1 - Gateways Master Plan

#### **Task A**

##### Data Gathering and Base Preparation

- Using digital survey maps provided by the CITY and with technical information gathered from the City engineer and planners, base sheets will be prepared in CAD showing locations of existing curbs, gutters, sidewalks, utilities, manholes, poles, existing trees, meters and valve boxes and other important site features.
- CONSULTANT shall meet with the CITY staff to review project objectives and define Master Plan parameters.
- CONSULTANT shall meet with staff, Recreation and Parks Commission and the City Council Liaison and other stake holders to gather information, identify goals and to review the direction of the Gateways Master Plan. CONSULTANT shall provide a power point presentation and image boards to stimulate ideas, to identify opportunities and constraints and to obtain community views and opinions about the projects.
- At this meeting, discussion will involve selection of the four (4) preferred gateway sites to be studied in depth. Opportunities, constraints and advantages to the CITY will be considered while reviewing all eight sites.
- A report will be prepared for the City Council recommending the selected sites for the Gateway study, and for the City Council to give approval of these sites.
- CONSULTANT shall prepare minutes of the findings from the (two start up and date gathering meetings

Deliverables: One (1) Start Up meeting with CITY staff  
One (1) Meeting with CITY staff, Recreation and Parks Commission and City Council Liaison with Power Point Presentation and Image Boards.  
Streetscape base sheets at 1" = 10' scale.  
Report of meeting minutes and Findings of opportunities and constraints.

#### **Task B**

##### Conceptual Alternative Plans

- Following comments and input from the CITY staff, Recreation and Parks Commission and others, CONSULTANT shall prepare two alternative concept plans for each site (4 sites) with a total of 8 plans.

- These concept plans will be prepared showing design variations for the installation of gateway elements including plinths, lanterns, towers, walls, signs, columns, water features and related landscape and hardscape enhancements..
- Image/photo boards of similar gateways and reflecting the envisioned character and design of the individual gateway projects will be prepared.
- Illustrative colored plans, material samples, elevations, details, photo montages, hand sketches and material samples will be provided to explain various design intents.
- A Draft Gateways Master Plan report will be prepared with the preferred plans, image boards, elevations, etc. will be presented to the staff, Commission and City Council Liaison and selected stake holders for review and comment.
- Comments will be recorded and preferred plans and design approaches selected. A preferred plan and gateway design will be selected for each site (4 total), adjustments and refinements will be recorded.

Deliverables: Image Boards and Power Point presentation showing eight (8) alternative gateway designs for the 4 sites colored, at 1"= 10' scale with notations.  
 One (1) meeting with Staff  
 One (1) meeting with staff, Recreation and Parks Commission and City Council Liaison  
 3 copies of the Draft Gateways Master Plan/ Electronic digital files  
 Minutes and findings from two (2) meetings

### **Task C**

#### Final Gateways Master Plan / Site Designs

- Following comments and revisions from the Recreation and Parks Commission, the four (4) preferred plans will be refined and placed into final graphic format. The finalized plans and associated graphics will be drawn at 1"= 10'-0" scale, colored and mounted on boards suitable for public presentation. Sketches, vignettes and Illustrative elevations will be prepared as needed to show design intent as determined by CONSULTANT.
- A draft Master Plan report will be prepared integrating the images and graphics of the preferred gateway designs in full color in 11" x 17" format. The report will include text and diagrams explaining the findings from the public process and the rationale for the resulting designs.
- One (1) meeting with the staff, Recreation and Parks Commission and City Council Liaison will be held to review the image boards, the draft Master Plan report and Power Point showing final plans, sketches and supporting graphics for the four sites.

- Comments will be summarized with meeting minutes.
- Following approval and acceptance by the Recreation and Parks Commission, the Master Plan report and accompanying graphics, a Power Point presentation will be presented to individual City Council members (up to 3 meetings) for their input and comments.
- One (1) meeting will be set up for the formal public presentation to the City Council for their collective review and input. The public and other stake holders will be invited to comment. At this time the City Council may choose to approve and accept the Final Master Plan and the individual designs concepts or they may request revisions to some of the concepts and schedule a return to the City Council for further public comment and City Council approval.
- Upon approval of the Beverly Hills Gateways Master Plan, 3 hard copies of the report, CD of the electronic file, Power Point Presentation and the image boards will be delivered to the CITY.

Deliverables: Minutes of the Meetings with the Recreation and Parks Commission  
 3 hard copies of the final Gateways Master Plan  
 Digital Electronic files on CD and hard copies of the graphics  
 Five (5) meetings with CITY staff, Commission and City Council

**Optional Graphic Presentations (Not included in current fee proposal, but can be provided as an add service.)**

- Where useful, optional scale models can be built to show the design intent and three dimensional qualities of the structures. Simulated color, materials, lighting, signage and graphics will be expressed in the models. Additionally, optional 3D animated video “drive through” simulations can be provided of the gateway designs

**Phase 2 - Selection of Priority Project Sites**

In order to assist the City Council and the Recreation and Parks Commission in selecting the first preferred sites for gateway enhancements, CONSULTANT shall:

- 1) Attend one (1) with Beverly Hills staff, Recreation and Parks Commission and the City Council Liaison to discuss the opportunities and constraints of individual sites. From this meeting a selection of the preferred sites will be recommended for further design development and construction documents. The following issues will be considered:
  - Local merchant and/or resident support for specific gateways, concerns, costs for infrastructure improvements, obstructions (sewers, water lines, traffic controls, lighting and electrical availability) will be considered.
  - Sites with the greatest potential for visual impact and effective branding for the CITY.

- 2) A preliminary cost estimate will be prepared for the sites based on the master plan study (by Cost Estimator).
- 3) Attend one (1) meeting with the City Council to present a draft report containing the findings, cost estimates and recommendations to the City Council for review, consideration and approval.
- 4) Obtain input and comments from the City Council and modify the final selected site plans and report as directed.
- 5) Attend one (1) meeting with City Council to gain approval of the final selected gateway sites.

Deliverables: One (1) Meeting with staff, Recreation and Parks Commission and City Council Liaison  
 Minutes of site selection meeting with expanded package of selected sites including a summary of preliminary cost estimates and findings concerning infrastructure, civil engineering issues and neighborhood concerns  
 One (1) meeting with City Council to present Draft Report/ Plans for Selected Gateway sites  
 One (1) Meeting with City Council to accept and approve selected site and authorize Design Development and Construction Document Phases.

**Project Schedule**

<b>Task A</b> - Data Gathering and Base Preparation	4 weeks
<b>Task B</b> - Conceptual Alternative Plans	8 weeks
<b>Task C</b> - Final Gateways Master Plan / Site Designs	4 weeks

**AMENDMENT NO. 1**

**SCOPE OF SERVICES**

CONSULTANT shall construct three (3) study models of the proposed Beverly Hills Gateways requested by the Beverly Hills City Council. The sites to be built are:

- 1) Wilshire Boulevard at Whittier Drive
- 2) Wilshire Boulevard at San Vicente Boulevard
- 3) Olympic Boulevard at West City limits

The study models will be built at 1/4” scale with enlargements of the pylon/signage elements at 1/2” scale. the models will include the medians, parkways and island surrounding the gateways including proposed lighting, hardscape and landscape improvements.

**Project Schedule**

CONSULTANT proposes the study models to be built within a two week timeframe for follow up with the City Council to present these at a regularly scheduled meeting. Time for attending

three (3) meetings with the City Council, Recreation and Parks Commission and the Public Works & Transportation City Engineer (at 2 hours each) are included in the fees indicated in Exhibit B-1.

## **AMENDMENT NO. 2**

### **SCOPE OF SERVICES**

The following is CONSULTANT's understanding of the project scope for Wilshire Boulevard at Whittier Drive Gateway and Streetscape, following the various staff and public reviews, including three meetings with the City Council:

1. Based on approvals of the City Council and Parks and Recreation Commission, there is a desire to proceed with design development and final construction documents for the Wilshire Boulevard/Whittier Drive Gateway project.
2. The site consists of the north and south sides of Wilshire Boulevard from the west City boundary to Whittier Drive. Parkways and the median are included.
3. Durability, quality and safety for vehicles and pedestrians are paramount issues in finalizing the gateway plans.
4. Work tasks will include:
  - Lengthening the median to the west, upgrading the left turn lane into the Union 76 gas station and adding more median up to the city boundary
  - Upgrading and landscaping the parkways on the north and south sides of Wilshire
  - Design and construction documents for two (2) 14' tall metal and glass sign pylons with two sided Beverly Hills shield signs
  - Two (2) 24" h x 20' precast concrete and plastered garden walls
  - 36" high x 60" wide monument sign with metal lettering and CITY seal
  - Two (2) 6' high lantern pylons (in center median)
  - Landscape planting including new ornamental street tree and palms
  - Soil preparation and fine grading specifications
  - Irrigation plans
  - Lighting Plans
  - Specifications
  -

The services will consist of three phases. The following is a proposed scope of work for each of the three phases in collaboration with CONSULTANT's engineering consultants described herein Exhibit C-1.

## **Phase One: Design Development**

1. A start up meeting with the CONSULTANT, Beverly Hills Parks and Recreation staff, traffic engineering, Public Works and other interested CITY agencies will be held to review the scope of work and to gain input.
2. A site visit will be made by the CITY and team to review existing conditions.
3. The civil engineer will gather data, review existing site plans and reports concerning utilities, elevations, hardscape features and drainage requirements and will prepare a survey and base plan.
4. With the prepared surveyed site base plans, we will prepare design development drawings based on the approved schematic design.
5. Design Development Drawings will include:
  - Hardscape features such as the new elongated medians, new protected left turn lane, metal sign pylons, monument sign wall, low garden walls, and light/lantern pylons.
  - Plans will include civil engineering for the new medians including curbs, gutters and striping.
  - A geotechnical report will be made of the soils at the proposed steel pylon signs and made available to the signage contractor as part of the shop drawing submittals.
  - Lighting for the signage and landscape will be prepared. Existing streetlights will not be affected.
  - The Design Development plans will include partial dimensioning, schematic detail sketches and layout, lighting, irrigation and planting plans.
6. Design development drawings will be submitted to the CITY for comments. CONSULTANT will submit a final design development set of drawings incorporating CITY comments and resubmit for approval to the CITY for approval. This phase will take four (4) weeks to complete from the notice to proceed.

## **Phase Two: Construction Documents**

Based on the approved Design Development documents, CONSULTANT will prepare a set of Construction Documents.

The Construction Documents will include:

1. Civil engineered construction/layout plans  
Demolition, layout and details for the new elongated medians, curbs, gutters, spot elevations, pavement, storm water mitigation, new left turn lane, new parkways and planter areas.
2. Construction/Layout Plans

Layout, dimensioning, elevations, sections and details for the landscape hardscape features including the geotechnical report, metal sign pylons, structural engineering, monument wall sign, planter walls, lighting and lantern pylons.

3. Lighting Plan  
Layout and specifications for new signage and landscape lighting.
4. Irrigation Plan  
A fully automatic irrigation plan with 100% coverage of the landscaped areas will be prepared. This plan will conform to CITY design standards, follow water conservation and sustainability guidelines and be coordinated with the existing utility systems and infrastructure.
5. Planting Plan  
Based on the design of sustainable and low maintenance design principles the new landscape planting will include all new trees, shrubs and groundcovers. Plans will include layout and spacing for all new plantings, details, specifications and notes for soil preparation, amendments and proper tree staking and installation.

Note: Transportation Engineering is not included and if required would be available for an additional fee. Any design revisions requested by CITY staff after construction documents have started would be considered additional services. Such revisions will not be performed without written authorization from the CITY. This phase will take nine (9) weeks to complete from the notice to proceed.

### **Phase Three: Bidding and Construction Administration**

The Bidding and Construction Administration services will include the following:

1. Assist the CITY with the bidding process and negotiations.
2. Assist the CITY with the review of the construction schedule and consult with project team on goals, milestones, and deadlines.
3. Review and approve shop drawings, project data, samples and reports for compliance with contract documents.
4. Assist the CITY with the review of proposed change orders and assist in processing them for approval.
5. Perform site visits to be familiar with the general progress and quality of the work and report observations regarding compliance of work with contract documents to the CITY. Twelve (12) weekly site visits are included during this phase.
6. Render interpretations and clarifications required to ensure proper execution of the work including response to requests for information (RFIs). The interpretations will be documented either in drawn or written form.
7. Attend project meetings during site visits.
8. Prepare and verify completion of a project punch-list.

These services do not include the fee for a full-time site representative during the construction phase. CONSULTANT estimates twelve (12) weeks of Construction Administration phase

activities. Additional time will be billed at CONSULTANT's billing rates for additional services. Test and government-required inspections and environmental testing or remediation will be performed by certified specialists retained directly by the CITY, if and when required.

EXHIBIT B-1

COMPENSATION/PAYMENT TERMS

**ORIGINAL AGREEMENT**

A. CITY shall compensate CONSULTANT for the satisfactory performance of services described in the Agreement an amount not to exceed Forty Nine Thousand Nine Hundred Dollars (\$49,900.00) for professional fees based on the following fee schedule. All reimbursable expenses incurred in the performance of this Agreement are included in the total fee noted above.

B. Fee Schedule

The following is the fee schedule for Phase 1 of this project. The fee schedule for Phase 2 shall be provided in writing and subject to CITY's written approval after the preferred plans are determined.

**Phase 1**

**Task A**

Data Gathering and Base Preparation

1. For data gathering, reviews of existing plans, site conditions, pre-design meetings with CITY staff, Parks and Recreation Commission and the City Council liaison
2. For preparation of the base plans from street plans or surveys available from the CITY.
3. Photos of existing conditions
4. Preparation of three (3) Image Boards and Power Point
5. Two (2) meetings and/or site visits

Fee Amount for Data Gathering and Base preparation \$6,500.00

**Task B**

Conceptual Alternative Plans

1. Opportunities and constraints analysis overlay
2. Two (2) preliminary alternative plans at 1" = 10'-0" scale for four (4) gateway sites (8 total) including layouts for monument signs, plinths, towers, lantern, walls, fountain element and landscape planting improvements.
3. Schematic review, narratives and sketch designs for four (4) sites
4. Image boards with photos and samples of design concepts and materials (one per site/ 4 total)
5. Two (2) CITY review meetings to be provided

Fee Amount for Preliminary Alternative Plans \$20,500.00

**Task C**

Final Gateways Master plan/Site Designs

1. Preparation of the final Gateways Master Plan.
2. Three (3) client meetings to review and finalize plan.

Fee Amount for Final Gateways Master Plan /Site Designs \$18,500.00

**Phase 2**

Selection of Project Sites

1. Three (3) meetings with staff, Parks and Recreation Commission and the City Council to select the preferred sites for implementing the first design development and construction phases of the projects.

Fee Amount for Selection of Project Sites \$4,400.00

D. Optional Services

Artist's Colored Renderings (water color) \$4,000-8,000 each

Scaled Study Models (4 typical structures) @ 1" = 1'-0" scale \$3,800.00 each

3D Video/site drive through simulation (4 sites) (2 minutes per site) (to be determined)

E. Base Services do not include civil, electrical, mechanical engineering or cost estimating. Site surveys shall be provided by CITY in electronic format and hardcopy. Printing and plots will be provided through the CITY's reprographic services. Phone and travel reimbursable expenses are included in the fee.

F. If CITY exercises its right to terminate the Agreement other than for cause pursuant to Section 11 of the Agreement, compensation to CONSULTANT shall be based on the actual work completed at the time of termination, but in no case exceed the percentage shown above for the phase which was in progress when the services were terminated.

G. Total compensation under this Agreement shall not exceed Forty-Nine Thousand Nine Hundred Dollars (\$49,900), including reimbursables. CITY shall pay for printing of drawings.

**AMENDMENT NO. 1**

CITY shall compensate CONSULTANT for the satisfactory performance of services described in Amendment No. 1, an amount not to exceed Nine Thousand Six Hundred Fifty Dollars (\$9,650.00) for the study models. All reimbursable expenses incurred in the performance of this Amendment are included in the total fee noted above.

• Wilshire Boulevard at Whittier Drive	\$3,200.00
• Wilshire Boulevard at San Vicente Boulevard	\$3,700.00
• Olympic Boulevard at West City limits	\$2,750.00
Total:	\$9,650.00

In the event CITY requests Additional Services for services outside the scope set forth in Exhibit A, the fee shall be negotiated in advance and set forth in writing, but shall not exceed Three Thousand Dollars (\$3,000.00).

**AMENDMENT NO. 2**

A. CITY shall compensate CONSULTANT for the satisfactory performance of services described in the Amendment No. 2 an amount not to exceed Sixty One Thousand Three Hundred Dollars (\$61,300.00) for professional fees. CITY shall pay CONSULTANT for reimbursable expenses reasonably incurred in the performance of this Agreement as described in this Exhibit an amount not to exceed Five Thousand Dollars (\$5,000.00). If additional design services are required by CITY, CITY shall pay CONSULTANT in accordance with the hourly rates set forth in this Exhibit.

B. CONSULTANT shall provide CITY with monthly invoices in a form acceptable to CITY for services performed. Such invoices shall describe in detail the work performed during the previous month and the hours spent performing the work. Invoices shall request that payment be made in proportion to the portion of total services performed, and also indicate the percent complete of that of the work. CITY shall pay satisfactory invoices within forty-five (45) days. However, in no event shall CONSULTANT be paid more than the following fee schedule:

**Phase One: Design Development Deliverables**

1. Data gathering, report and document reviews for horizontal and vertical locations and size of existing on site utilities
2. Preparation of new curbs, gutters, pavement plans and other civil engineered street elements.
3. Geotechnical report including three (3) borings at site
4. Construction layout/dimension plan, details for hardscape elements (pylon signs, lighting, wall sign, walls, lanterns, paving)
5. Structural calculations and details for pylon sign structure and footings
6. Planting and irrigation plans
7. Draft specifications

**Fee Amount for Design Development** **\$25,500.00**

**Phase Two: Construction Documents Deliverables**

Drawings at 1/8" scale will include:

1. Hardscape layout plans including dimensioning and details for demolition, new curbs, gutters, paving, walkways, sign pylons, wall sign, walls, lighting
2. Planting plan layout plan including trees, shrubs, groundcovers with botanical names, sizes, spacing and legends and notes for installation.
3. Irrigation plans
4. Hardscape, Planting and Irrigation Plans
5. Final Specifications

**Fee amount for Construction Documents** **\$31,000.00**

**Phase Three: Bidding and Construction Administration**

Construction Administration including time for one preconstruction meeting and twelve (12) Site Construction Meetings

**Fee amount for Bidding and Construction Administration** **\$ 4,800.00**

**Total Fee** **\$61,300.00**

C. In the event the CITY authorizes in writing Contingency services not included as a part of the services described herein, the payment shall be based on the hourly rates in Section E of this Exhibit or a lump sum as may be mutually agreed, but shall not exceed Fifteen Thousand Dollars (\$15,000.00). This amount shall be in addition to that indicated in the previous paragraphs.

D. Reimbursable expenses for printing and plotting, and computer rendering of the design, reasonably incurred by the CONSULTANT in connection with the Project shall be billed at direct cost. CITY shall be responsible for reproduction of bid sets. A budget not exceed Five Thousand Dollars (\$5,000.00) shall cover such reimbursable expenses.

E. GRUEN ASSOCIATES 2009 STANDARD HOURLY BILLING RATE SCHEDULE

Partner	\$ 239 - \$ 416
Associate Partner	\$ 187 - \$ 229
Principal Associate	\$ 156 - \$ 187
Senior Staff	\$ 120 - \$ 177
Intermediate Staff	\$ 73 - \$ 140
Assistant Staff	\$ 57 - \$ 88
Junior Staff	\$ 47 - \$ 78

- The above rates will be adjusted annually in accordance with actual rate increases paid to personnel. Notwithstanding the preceding, the rate increase for an individual employee shall not exceed 4% annually.
- Hearings and testimony (including preparation) at 1.5 times rate shown
- Overtime at 1.5 times rate shown

F. If CITY exercises its right to terminate this Agreement other than for cause pursuant to Section 11 of the Agreement, compensation to the CONSULTANT shall be based on the actual work completed at the time of termination, but in no case exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

G. In no event shall the total compensation for all services permitted under this Agreement exceed One Hundred Forty-Three Thousand Eight Hundred Fifty Dollars (\$143,850.00).

## EXHIBIT C-1

### Consultant's Engineering Consultants

CONSULTANT brings to this project the knowledge and experience of the following engineering consultants who have successfully worked together with CONSULTANT on other similar projects. CONSULTANT's services will include the following consultants to be retained directly by CONSULTANT.

- Civil Engineer and Surveyor KPF
- Geotechnical Engineer Geocon
- Structural Engineer Englekirk Partners
- Signage and Graphics Follis Designs
- Lighting & Electrical Silver Rock