



AGENDA REPORT

Meeting Date: February 5, 2013

Item Number: F-5

To: Honorable Mayor & City Council

From: Jonathan Lait, AICP, City Planner/ Assistant Director of
Community Development

Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS TO
REORGANIZE THE CITY'S ZONING CODE, AND PROPOSE
REVISIONS TO THE DEVELOPMENT STANDARDS FOR BULK
AND MASS OF HOMES IN THE CENTRAL AREA OF THE CITY

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF
\$250,000 TO DYETT AND BHATIA, URBAN AND REGIONAL
PLANNERS FOR THE CONTRACT WORK

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Dyett and Bhatia, Urban and Regional Planners to: 1.) Reorganize the City's zoning code and assist in the completion of associated minor zoning text amendments, and 2.) Provide a study of scale and mass along with proposed revisions to the development standards for homes in the Central Area of the City in the amount of \$225,000; approve a contingency of \$25,000; and approve a purchase order in the amount of \$250,000.

INTRODUCTION

The scope of this project includes three parts. The first part would be to reorganize the zoning code to further the efforts to streamline the City's

development review and permitting processes. Secondly, as a result of the reorganization, minor zoning text amendments may be identified that would improve clarity, such as correcting conflictive requirements and better utilizing graphics to illustrate development standards. Thirdly and at the same time, the consultant will conduct a study of single-family home bulk and mass, and parking requirements, in the Central Area of the City. The consultant will propose alternatives to existing development requirements intended to address any issues with the bulk and mass of new single-family homes or parking ratios that are identified in the study. The consultant's alternative development standards could include, but is not limited to, encouraging greater building modulation for the second floor of homes, and full basements to focus more of the building area below ground.

DISCUSSION

The City Council allocated \$100,000 in the 2011/12 and \$150,000 in the 2012/13 Budgets, for a total budget of \$250,000, to reorganize the City's zoning code, complete minor associated zoning text amendments, and to study bulk and mass and propose changes to the development standards for single-family homes in the Central Area of the City.

The scope for this contact was advertised in the local Beverly Hills Newspapers, and posted on online announcement boards administered by the American Planning Association and by Planetizen, websites, both of which are planning profession oriented. In addition, the project was circulated to a clearing house specializing in planning related projects based in Sacramento which provides project announcements to consulting firms throughout California and the nation.

The City received qualifications packets from three consulting firms who specialize in municipal zoning codes and single-family residential development standards. Each of the three submitting firms was invited to provide a proposal for completing the scope and to present their proposal to a review board of City staff. The consultant proposals had the following proposed costs:

<u>Consultant</u>	<u>Budget Proposal</u>
Dyett and Bhatia	\$225,000
The Planning Center, DC&E	\$230,000
Aecom	\$240,000

Dyett and Bhatia was selected from the selection process based on the firm's past work and experience. Selection of the firm was supported by the Chair and Vice Chair of the Planning Commission. In addition to experience, Dyett and Bhatia provided the lowest cost. Dyett and Bhatia is a San Francisco based firm that provides consulting services to cities and counties throughout California, the nation and the world. Cities and Counties in California that have contracted with Dyett and Bhatia to provide zoning code and general plan updates include: Santa Monica, Carmel, Petaluma, Pacifica, Morro Bay, San Jose, San Diego, Oakland,

South San Francisco, and Los Angeles and Alameda Counties. A representative body of the firm's work can be found at www.dyettandbhatia.com.

Staff recommends that the base cost be accepted as the contract work. The total contact amount is \$225,000. In addition, a contingency of \$25,000 (10% of the contract amount) is recommended for changes due to additional meetings and work products that may be necessary to complete the work.

It is anticipated that the project will be completed in one year.

FISCAL IMPACT

Funding for this contact work was allocated in the 2011/12 and 2012/13 Budgets.

Noel Marquis
Acting Chief Financial Officer
Finance Approval



Susan Healy Keene
Director of Community
Development
Approved By



Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DYETT & BHATIA, URBAN AND REGIONAL PLANNERS TO REORGANIZE THE CITY'S ZONING CODE, AND PROPOSE REVISIONS TO THE DEVELOPMENT STANDARDS FOR BULK AND MASS OF HOMES IN THE CENTRAL AREA OF THE CITY

NAME OF CONSULTANT: Dyett & Bhatia, Urban and Regional Planners

RESPONSIBLE PRINCIPAL OF CONSULTANT: Michael Dyett, FAICP, Principal-in-Charge

CONSULTANT'S ADDRESS: 755 Sansome Street Suite 400
San Francisco, CA 94111
T (415) 956-4300 F (415) 956-7315
www.dyettandbhatia.com
Attention: Michael Dyett, FAICP, Principal-in-Charge

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

COMMENCEMENT DATE: February 6, 2013

TERMINATION DATE: February 5, 2014

CONSIDERATION: Not to exceed \$ 225,000

CONTINGENCY: Not to exceed \$25,000

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DYETT & BHATIA, URBAN AND REGIONAL PLANNERS TO REORGANIZE THE CITY'S ZONING CODE, AND PROPOSE REVISIONS TO THE DEVELOPMENT STANDARDS FOR BULK AND MASS OF HOMES IN THE CENTRAL AREA OF THE CITY

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Dyett & Bhatia, Urban and Regional Planners (hereinafter called "CONSULTANT").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

Section 3. Compensation.

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

(b) Expenses. The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, travel, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

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

Section 4. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

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

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

Section 7. Responsible Principal(s).

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

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

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

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

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

Section 11. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Section 12. Indemnification. 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, attorney's 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 13. Termination.

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

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

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

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

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

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

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

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing

party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

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

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

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

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

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

EXECUTED the ____ day of _____ 201____, at Beverly Hills, California.

CITY OF BEVERLY HILLS, a municipal corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills, California

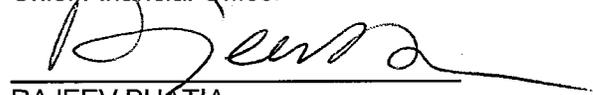
ATTEST:

BYRON POPE (SEAL)
City Clerk

CONSULTANT: DYETT & BHATIA,
URBAN AND REGIONAL PLANNERS

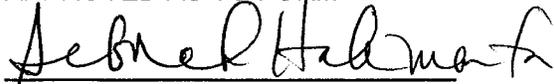


MICHAEL V. DYETT
Chief Financial Officer



RAJEEV BHATIA
President

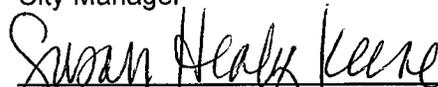
APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

JEFFREY C. KOLIN
City Manager



SUSAN HEALY KEENE
Director of Community Development



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

The Scope of Work for the Agreement with CONSULTANT to Provide Professional Services to Complete a Study of Scale and Size of Homes in the Central Area of the CITY and to Revise the Development Standards for Homes in the Central Area of the CITY, and Reorganize the CITY Zoning Code (“Code” or “Zoning Code”) includes three parts:

Part I: Code Reorganization

Part II: Coordination with Staff Prepared Minor Amendments

Part III: Single-Family Mass and Bulk Study for Central Area

The Scope of Work provides for a single iteration of review of administrative drafts based on a set of consolidated CITY comments on the drafts. CONSULTANT may be asked to submit additional revisions of selected sections of final drafts if the initial revisions do not fully respond to CITY staff comments or as needed to clarify specified concerns about proposed revisions to regulations or standards.

Meetings included within the Basic Scope of Work and Consultant’s Fee are numbered for reference; optional meetings, separately numbered, will be attended if authorized in writing by the CITY’s Project Manager and will be funded from the Contingency Budget.

Part I: Code Reorganization

The critical initial step in crafting a concise and user-friendly set of regulations through the Code reorganization effort is close work with CITY staff to identify framework choices to determine the overall structure of the Code. The challenge is to create a logical sequence, remove ambiguity, simplify and clarify language, and, to the extent possible, create common procedures and uniform regulations and standards. In moving from agreements on general approaches to the outline of specific regulations, then on specific sections (“modules”), and ultimately on specific standards, our work program involves CITY staff, the Zoning Code Reorganization Task Force (“Task Force”), the Planning Commission, and the community in the reorganization process. CONSULTANT shall be responsible for completing Part I of this Scope.

Task 1: Background Research; Issues & Options; Preliminary Outline

1-A Kick-off Meeting. CONSULTANT shall meet with CITY staff to discuss their ideas and aspirations for the project, review the findings of the stakeholder meetings, finalize the work and public participation program, and review organizational issues.

CITY to Provide: CITY’s General Plan, Zoning Code, Design Guidelines, and any other CITY documents which establish design standards, regulations or requirements, and summarized outcomes from the stakeholder meetings.

Deliverable: Finalized work, and public participation programs, and commencement of project.

- 1-B Technical Review.** Conduct technical review of pertinent documents, including the Planning and Zoning Code, Residential Style Catalogue, reports prepared as part of the General Plan Update (such as Community Process; Commercial Standards; Residential Issues, Topic Committee Reports) and other relevant documents. Identify conflicts with new requirements of State and federal law.

CITY to Provide: CITY's General Plan, Zoning Code, Design Guidelines, and any other CITY documents which establish design standards, regulations or requirements, and a sample set of representative project plans for residential and commercial development for use in reviewing how specific standards and design guidelines are applied.

Deliverable: Memorandum summarizing CONSULTANT's understanding of the issues and identifying conflicts with State and Federal law, Building Code, internal conflicts in the Zoning Code and the Beverly Hills Municipal Code, and any other local requirements.

- 1-C Reorganization Issues and Options Memorandum.** Prepare a memorandum summarizing issues and options for reorganization based on stakeholder meetings conducted by the CITY, discussions with CITY staff, policy analysis, and review of the existing code. The Issues and Options memo will include options for reformatting the code and evaluation of the benefits and constraints of each option, including whether all of Title 10 should be included in the reorganization or only Chapter 3, Zoning.

CITY to Provide: List of technical zoning issues and representative set of project plans for residential and commercial development (to be used in reviewing how specific standards and design guidelines are applied).

Deliverable: Memorandum outlining reorganization issues and options

- 1-D Reorganization Issues and Options Workshop.** Prepare for and conduct a Workshop that highlights the key issues for reorganization of the Zoning Code. (A follow-up briefing of the Planning Commission could be done by CITY staff or the consultants.)

Deliverable: Workshop with Task Force or Planning Commission (Meeting 1) Deliverable (Optional); Workshop with Task Force or Planning Commission (Optional Meeting 1)

- 1-E Zoning Code Annotated Outline.** Based on Staff and Task Force comments and Planning Commission input on options and recommendations, prepare an annotated outline of the Zoning Code with "plain English" commentary. The outline will provide the recommended restructuring of the current code, retaining, amending, or consolidating sections as necessary and proposing new sections where needed to improve clarity and user-friendliness.

The outline will lay out the basic structure for reorganizing the Zoning Code and will be in sufficient detail to indicate what changes will need to be made to current regulations including:

- The proposed number and types of zoning districts (usefulness of each base and overlay district will be confirmed);

- The general purpose sections of ordinance, including definitions, provisions for “use classifications,” supplemental standards applying in some or all districts, administration, and enforcement;
- The overall organization and numbering system, and procedures for amendments; and
- Graphic illustrations of selected standards and guidelines and review procedures (by title only).

The outline will include a disposition table showing how the contents of the current code would be reorganized in the updated code. An administrative draft will be provided to CITY staff for review and revised based on CITY staff comments.

Deliverable: (1) Administrative draft, and (2) final draft annotated, administrative draft outline of the Zoning Code and disposition table as described above

<i>Meetings</i>	<i>Products</i>
• Kickoff meeting and CITY Tour	• Memorandum identifying conflicts with State and Federal law and local requirements
• Teleconferences as needed	• Memorandum Outlining Reorganization Issues and Options
• Workshop (Meeting #1)	• Rewritten Zoning Code sections, (as needed)
• Optional Workshop (Optional Meeting #1)	• (1) Administrative draft, and (2) final draft annotated Outline with Disposition Table

Task 2: Use Regulations

2-A Evaluate Current Use Regulations. Evaluate current use regulations and identify changes needed, respond to staff and stakeholder concerns in the technical review. Use regulations will be arranged in tables with extensive cross-references to present information in a logical, consistent, and easily navigable format. Tables could present the use regulations for multiple zones side-by-side to facilitate comparisons between similar zones and to ease user navigation. The uses listed in each table would be presented without definitions or limitations in order to prevent visual clutter and allow quick access to required information. Instead, the tables identify any limitations to uses as footnotes and, where appropriate, include cross-references to other sections of the code (e.g., the standards for specific uses) where additional regulations can be found.

CITY to Provide: Use classification charts for all zoning districts

Deliverable: Administrative draft, revised use classifications and summary tables of proposed regulations by district.

2-B Evaluate Current Specific Use Standards. Evaluate current standards for specific uses that require special treatment under State or federal law (e.g. “protected uses”) or the CITY’s General Plan or have historically been subject to special standards, including

CITY staff concerns about “problem” uses and provisions, and uses and provisions that are inconsistent with State and federal law. Prepare a summary matrix of standards of standards for these special uses for staff review. In Part II, at CITY staff request, D&B may draft revisions to correct inconsistencies with State or federal law.

CITY to Provide: Current use regulations for all districts matrix (Deliverable from item 2-A)

Deliverable: Administrative draft, special use standards with proposed revisions identified.

2-C Prepare Module 1: Use Regulations. Prepare Module 1: Use Regulations, including a summary of changes proposed and a table comparing existing uses with proposed use classifications. Module 1 may include minor amendments to use regulations prepared as part of Part 2. Review Module 1 with CITY staff and revise, based on CITY staff comments.

Deliverables: (1) Administrative draft, and (2) final draft, Module 1: Use Regulations, as described above

2-D Use Regulation Workshop. Prepare for and conduct a Workshop on Module 1: Use Regulations.

Deliverable: Workshop with Task Force or Planning Commission (Meeting 2)

<i>Meetings</i>	<i>Products</i>
<ul style="list-style-type: none"> • Teleconferences as needed 	<ul style="list-style-type: none"> • Administrative draft, revised use classifications charts
<ul style="list-style-type: none"> • Workshop (Meeting #2) 	<ul style="list-style-type: none"> • (1) Administrative draft, and (2) final draft, Module 1: Use Regulations

Task 3: Development Standards

3-A Analyze Current Standards. Analyze current development standards and identify standards that need to be revised, rewritten, or provided illustrations, diagrams or other descriptive forms to clarify intent. Identify standards that are contradictory with other regulations in the Zoning Code, Building Code and other areas of the Municipal Code. Identify development standards that are not in compliance with the most current legal decisions by the U.S. Supreme Court and the U.S. District Courts of Appeal. Incorporate any development standards currently located in definitions.

CITY to Provide: Single-family development standards charts

Deliverables: (1) Administrative draft, development standards charts for all districts, with proposed changes identified

3-B Prepare Module 2: Development Standards. Prepare Module 2: Development Standards, including draft regulations, standards, illustrations, diagrams, and other illustrative forms, a summary of proposed changes, and a disposition table tracking how

existing regulations were changed or relocated. Module 2 may include minor amendments to development standards prepared as part of Part 2. Review Module 2 with CITY staff and revise, based on CITY staff comments.

Deliverable: (1) Administrative draft, and (2) final draft Module 2: Development Standards as described above

3-C Development Standards Workshop. Prepare for and conduct a Workshop on Module 2: Development Standards. A Planning Commission workshop or briefing could be done by CITY staff or the CONSULTANT team; it could be combined with a briefing on Module 1 and scheduled during the same trip as the Workshop

Deliverable: Workshop with Task Force or Planning Commission (Combined with Meeting #2 from Task 2-D)

Deliverable (Optional): Workshop with Task Force or Planning Commission (Optional Meeting #2)

<i>Meetings</i>	<i>Products</i>
<ul style="list-style-type: none"> • Teleconferences as needed • Workshop (Combined with Meeting #2 from Task 2-D); 	<ul style="list-style-type: none"> • Administrative draft, development standards chart for all districts with proposed changes identified
<ul style="list-style-type: none"> • Optional Workshop (Optional Meeting #2) 	<ul style="list-style-type: none"> • (1) Administrative draft, and (2) final draft, Module 2: Development Standards

Task 4: Supplemental Regulations

4-A Prepare Module 3: Supplemental Regulations. Prepare Module 3: Supplemental Regulations, including new illustrations, a summary of proposed changes, integration of performance standards as appropriate, and a disposition table tracking how existing regulations were changed or relocated. Module 3 may include minor amendments to supplemental regulations prepared as part of Part 2. Review Module 3 with CITY staff and revise, based on CITY staff comments.

Deliverables: (1) Administrative draft, and (2) Final Administrative Draft, Module 3: Supplemental Regulations, as described above

4-B Supplemental Regulations Workshop. Prepare for and conduct a Workshop on Module 3: Supplemental Regulations.

Deliverable: Workshop with Task Force or Planning Commission (Combine with Meeting 2 from Task 2-D)

<i>Meetings</i>	<i>Products</i>
<ul style="list-style-type: none"> • Teleconferences as needed • Workshop (Combined with Meeting #2 from Task 2-D); 	<ul style="list-style-type: none"> • Administrative draft and (2) final administrative draft Module 3: Supplemental Regulations

- Optional Workshop (Optional Meeting #2)
 - (1) Administrative draft, and (2) final draft, Module 2: Development Standards
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Task 5: Administrative Procedures

5-A Evaluate Existing Administrative Procedures. Evaluate existing administrative provisions for all zoning decisions and identify opportunities to improve permit processing and enhance application of the code.

Deliverable: Memorandum identifying opportunities to improve permit processing and enhance application of the code

5-B Consolidate and Update Definitions. Consolidate definitions found throughout the Zoning Code, including appropriate illustrations, and rules for measurement such as building height, floor area ratios, and setbacks. Similar terms will be grouped under the same heading to facilitate understanding of differences among terms. Prepare a summary list of terms and cross-references for readers, similar to an index. Development standards will be removed from the definitions section and placed in the appropriate section of the code.

Deliverables: (1) Summary list of terms and cross-references, as described above, (2) supporting graphical illustrations for minor amendments

5-C Prepare Module 4: Zoning Administration. Prepare Module 4, Zoning Administration, including proposed reorganization of administrative provisions, application processes, public noticing, appeals, definitions, rules of measurement, and summary of proposed changes.

Module 4 may include minor amendments to administrative procedures prepared as part of Part 2. These amendments may address public noticing, review procedures, review thresholds, modifications, and permit timelines. Review Module 4 with CITY staff and revise, based on CITY staff comments.

Deliverable: (1) Administrative draft and (2) final draft Module 4: Zoning Administration as described above

5-D Zoning Administration Workshop. Prepare for and conduct a Workshop on Module 4: Zoning Administration. A second optional Planning Commission workshop or briefing could be scheduled to review Modules 3 and 4. CITY staff may be able to make a presentation without CONSULTANT’s assistance, using materials prepared for the Workshop.

Deliverable: Workshop with Task Force or Planning Commission (Meeting #3)

Deliverable (Optional): Workshop with Task Force or Planning Commission (Optional Meeting #3)

<i>Meetings</i>	<i>Products</i>
<ul style="list-style-type: none"> • Teleconferences as needed 	<ul style="list-style-type: none"> • Memorandum identifying opportunities to

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|---|---|
| • Workshop (Meeting #3); | improve permit processing and enhance application of the code |
| • Optional Workshop (Optional Meeting #3) | <ul style="list-style-type: none"> • Summary list of terms and cross-references • (1) Administrative draft, and (2) final draft Module 4: Zoning Administration |

Task 6: Draft Code, Public Review, and Adoption

6-A Prepare Draft Code. Review all comments on draft “modules” and prepare the Public Review Draft of the Planning and Zoning Code. Prepare an Administrative Draft for CITY staff review and revise based on a consolidated set of comments. Meetings and/or conference calls with CITY staff will be scheduled to review outstanding issues.

6-B Public Review Process Preparation. Assist CITY staff in preparing for the public review process. Prepare presentation and meeting materials (including a PowerPoint presentation, talking points, presentation boards, handouts, as well as information for the CITY’s website, factsheets and newsletters). Preparation could also include Planning Commission study sessions, as appropriate. (If Planning Commission briefings occur on the modules, there may be a need for fewer study sessions on the Code itself.)

Deliverables: (1) Administrative draft, and (2) final draft Planning and Zoning Code, as described above; (3) presentation, including PowerPoint, and other meeting materials, as described above and sufficient to present the Revised Public Review Draft in the upcoming public hearing

Deliverable: Planning Commission Meetings (Meeting #4), (Optional Meeting #4)

6-C Adoption Hearings. Attend and make formal presentations at one or two Planning Commission meeting and one or two City Council meetings. CITY staff may not need consultant assistance at the follow-up Commission and Council meetings, which are considered “optional” and not “essential.”

Deliverable: City Council Meeting (Meeting #5), (Optional Meeting #5)

6-D Final Code. Based on City Council action and final text changes provided by CITY staff, prepare the final Zoning Code. Final documents are to be submitted with all illustrations, diagrams and other illustrative or organizational amendments inserted in Microsoft Word format, and in PDF format. A Word version without all supporting information is also to be submitted, along with editable versions for all illustrations, diagrams and other illustrative or organizational amendments. All documents are to be submitted in the file format in which they were originally created.

Deliverable: Final documents and supporting files in formats, as described above

<i>Meetings</i>	<i>Products</i>
<ul style="list-style-type: none"> • Teleconferences as needed • Optional Planning Commission (Meeting 	<ul style="list-style-type: none"> • (1) Administrative draft and (2) final draft Zoning Code

#4) (Optional Meeting #4)

- City Council (Meeting #5) (Optional Meeting #5)
 - Final Zoning Code in formats described above
 - All supporting files in formats described above
-

Part II: Coordination with Staff Prepared Minor Amendments

Concurrent with Part I and as part of the reorganization process, the purpose of Part II is to provide assistance to staff in developing minor amendments and incorporating them into the new code structure. Examples of the types of amendments that may be made include public noticing requirements, review procedures, review thresholds, modifications, permit timelines, and the intent of several zoning standards. CONSULTANT shall be responsible for completing Part II of this scope.

Task 7: Provide Support for Minor Amendments

7-A Recommendations. Identify and outline amendments that would address any inconsistency with State or Federal laws, the State Building Code, or other areas of the CITY's zoning or municipal code that were identified by Task 1-B; identify and outline amendments to respond to issues identified through background research and technical analysis in response to stakeholder concerns and changes in State and Federal laws.

7-B Rewritten Code Sections. Rewrite code sections to address zoning issues identified by staff/consultant. May occur concurrently with other tasks.

CITY to Provide: Prepare a list of technical zoning issues and a summary of the types of variances granted and standard conditions imposed on various types of projects for the past two to three years, based on a sample of applications reflecting conditions in different geographic areas of the CITY. If certain types of variances are routinely granted, it may be appropriate to re-write the applicable standard or zoning requirement to avoid reliance on this procedure.

Deliverable: Rewritten Zoning Code sections, (optional, as needed).

7-C Integrate Amendments in Reformatted Code. Integrate changes adopted by the City Council into draft and final documents prepared as part of Part 1.

Staff Assistance. Assist and coordinate with staff to locate appropriate sections in the reformatted Zoning Code to cite various amendments. As requested by staff, provide guidance and suggested Code amendment language.

Illustrations. Provide supporting graphical illustrations for minor amendments.

Deliverable: Recommended Zoning Code language (as needed), and illustrations, diagrams and other illustrative forms. This deliverable is to be integrated, along with adopted Code amendments (managed by staff), into final work product from Part 1, Task 6

<i>Meetings</i>	<i>Products</i>
<ul style="list-style-type: none"> • Teleconferences as needed; with topical information on amendments included in public meetings scheduled for Part 1 	Recommended Zoning Code language (as needed), and illustrations, diagrams and other illustrative forms. This deliverable is to be integrated, along with adopted Code amendments (managed by CITY staff), into final work product from Part 1, Task 6

Part III: Single-Family Mass and Bulk Study for Central Area

Important components in crafting standards and incentives to address building mass and bulk are to recognize the unique features of CITY; understand the development patterns of the single-family neighborhoods in the Central Area; recognize the community character elements that residents want to protect; and provide feasible options that balance property owners' rights with neighborhood compatibility. By working closely with CITY staff, stakeholders, Task Force and commission members, and the community, our work program is designed to gradually build consensus through the project by offering a clear presentation of the issues and a menu of approaches. CONSULTANT and John Kaliski Architects shall be responsible for completing Part III of this Scope.

Task 8: Background Research; Issue Review

8-A Kick-off Meeting and CITY Tour. Review single-family mass and bulk issues in a kick-off meeting and tour of the Central Area single-family residential zones. A PowerPoint show will be prepared using photographs from the CITY tour to illustrate Central Area issues in the meetings with the Task Force and/or Planning Commission and Design Review Commission.

The tour would focus on single-family development in the Central Area, looking at projects that were considered unsuccessful and projects that were successful, including Design Review Award project winners. The tour could be conducted as a bus tour with staff and Task Force, Design Review Commissioners and Planning Commissioners, and could cover other areas of the CITY as necessary for Part 1.

Although the work scope applies only to the Central Area of the CITY, staff would like CONSULTANT to record and maintain any public comments on issues and concerns relating to the Hillside and Trousdale areas. A final memorandum should be submitted to the CITY at the close of the project.

CITY to Provide: Information on Central Area single-family residential development, summarized issues related to single-family mass and bulk, summaries and outcomes from state holder meetings

Deliverable: PowerPoint show prepared to illustrate issues in the Central Area

8-B Additional Stakeholder Interviews (As needed). Stakeholder input on issues related to Central Area single-family zoning standards and the discretionary review process will be solicited in the stakeholder interviews conducted in Part I. Additional stakeholder interviews may be conducted if additional stakeholder input is required or helpful. These

interviews would be scheduled for the Task 8- A trip, so no additional travel time or travel costs would be incurred.

Deliverable: Additional stake holder meetings (as needed)

8-C Single Family Bulk and Mass Issue Report. Prepare a report summarizing issues related to the mass and bulk of homes in the “Central Area of the CITY” based on stakeholder interviews, the Central Area tour, discussions with CITY staff, review of Design Review Commission meetings, and review of existing standards and projects. The paper will distill the key choices and present the “big ideas” for consideration by the CITY—approaches for discrete changes to single-family development standards to address concerns related to building scale and massing and off-street parking requirements. An administrative draft will be prepared for CITY staff review and then revised based on staff comments.

- **Single-Family Standards Review.** Conduct technical review of the existing single-family design standards for the “Central Area of the CITY” zoning district. Review floor area allowances, basement incentives, parking requirements, and other zoning standards that affect the perceivable size of buildings.
- **Single-Family Case Files Review.** Review additional agendas, staff reports and meetings from the Design Review Commission, Planning Commission, as well as case files from Staff-level reviews of single-family projects in the Central Area. Review videos of Design Review Commission meetings to understand the exchange between applicants and the commission and the interests of the commission to achieve better design.
- **Map Lot Patterns.** Use GIS data provided by CITY staff to map the different physical patterns in the Central Area, such as lot sizes. Additional maps can show different height and front setback allowances, and lot widths, depending on data available from the CITY.

CITY to Provide: (1) All information related to review of single-family homes in the Central Area of the CITY, (2) representative Design Review Commission agendas, staff reports and meeting minutes, (3) representative cases processed through the CITY’s design review program, information on parcel and lot sizes, setback requirements and other development standards in GIS format

Deliverable: (1) Administrative draft, and (2) final draft, report summarizing issues related to the mass and bulk of home in the “Central Area of the CITY”, as described above

8-D Single Family Bulk and Mass Issue Workshop. Prepare for and conduct a Workshop that highlights the key bulk and massing issues, including photographs and graphics, and examples of how peer communities may have resolved similar issues. A follow-up Workshop with the Planning Commission also may be appropriate.

Deliverables: Workshop with Task Force or Planning Commission (Meeting #6); Optional Meeting with the Planning Commission (Optional Meeting #6)

9-A Single Family Bulk and Mass Study. Based on CITY Staff comments and Task Force and Planning Commission input on issues, prepare a Single Family Bulk and Mass Study which presents existing standards and the resultant development and provides several conceptual options to reduce the perceivable size of buildings while ensuring adequate on-site parking is provided. The study will include:

- Graphic illustrations, drawings, and diagrams that clearly show what can be built under the current code and several conceptual options to address massing and bulk.
- Massing studies that illustrate yard and envelope parameters on typical parcels in the Central Area zones. Criteria that will be incorporated into the illustrations will include parameters for drives, parking, height, area, and landscape.
- Photographs of existing residences to compare existing conditions with theoretical zoning capacity.
- Key issues for the different lot conditions (i.e. lots north and south of Santa Monica Boulevard, lots south of Wilshire and north of Olympic, lots south of Olympic, interior lots, corner lots, etc.). Issues will be grouped under categories such as height, setbacks, floor area, so people can understand how each element contributes to the appearance of massing and bulk and think about the types of standards that typically address these issues.
- Options for addressing massing and bulk, illustrated with massing models that allow for real-time manipulation, multiple views, and placement within street and block contexts if desired.
- Construction cost impacts associated with recommendations, will also be provided.

An administrative draft will be prepared for CITY staff review and then revised based on CITY staff comments.

Deliverables: (1) Administrative draft, and (2) final draft, single family bulk and mass study; (1) Administrative draft, (2) final draft, visual preference survey (for open house)

9-B Public Review. Prepare a presentation, including PowerPoint, and meeting materials, (including talking points, presentation boards, handouts, as well as information for the CITY's website, factsheets and newsletters) on the Single-Family Bulk and Mass Study, provide to staff for review, and revise based on staff comments prior to presenting at the following meetings:

- Workshop with Task Force or Planning Commission
- Community Open House (This meeting could include a visual preference survey soliciting feedback from the community about their preferences for the residential built environment in the Central Area of Beverly Hills.)
- Planning Commission Study Session (Optional)

The purpose of these meetings is to present the Study and solicit feedback on potential approaches and receive feedback regarding which options are preferable.

Deliverables: (1) Administrative draft, (2) final draft, presentation and meeting materials; (3) Meetings: Task Force or Planning Commission Workshop (Meeting 7), Community Open House (Meeting #8), Planning Commission Study Session (Optional Meeting #7); and (4) summary outcomes from each of the meetings listed above

<i>Meetings</i>	<i>Products</i>
<ul style="list-style-type: none"> • Workshop (Meeting #7) 	<ul style="list-style-type: none"> • (1) Administrative draft and (2) final draft, Single Family Bulk and Mass Study
<ul style="list-style-type: none"> • Community Open House (Meeting #8) 	<ul style="list-style-type: none"> • (1) Administrative draft, (2) final draft, Visual Preference Survey (for the Community Open House)
<ul style="list-style-type: none"> • Study Session (Optional Meeting #7) 	<ul style="list-style-type: none"> • (1) Administrative draft, (2) final draft, PowerPoint & Meeting Materials, as described above • Summary outcomes from each of the meetings

Task 10: Draft Standards, Public Review, and Adoption

10-A Public Review Draft Single-Family Development Standards for the Central Area.

Based on the feedback received on the options to address single-family mass and bulk, prepare revised single-family development standards for the Central Area and supporting graphical illustrations, charts, and tables. The revised standards will be in a format consistent with the reorganized code prepared in Part I and written to be easily understood with clear interpretation. Prepare an Administrative Draft for CITY staff review and revise based on a consolidated set of comments. Meetings and/or conference calls with CITY staff will be scheduled to review outstanding issues.

- **Prepare for Public Meetings.** Revise the Public Review Draft Single-Family Development Standards for the Central Area based on feedback from the meetings held as part of Task 9-B, above. An administrative draft will be prepared for CITY staff review and then revised based on staff comments. Prepare presentation and meeting materials (including a PowerPoint presentation, talking points, presentation boards, handouts, as well as information for the CITY’s website, factsheets and newsletters)

Deliverables: (1) Administrative draft, and (2) final draft, Revised Public Review Draft Single-Family Development Standards for the Central Area; (3) presentation, including PowerPoint, and other meeting materials, as described above and sufficient to present the Revised Public Review Draft in the upcoming public hearings

- **Public Review (Planning Commission Public Hearing).** Present the Revised Public Review Draft at a Planning Commission public hearing. The Revised

Public Review Draft will include revisions addressing all comments provided by the Planning Commission during the study session in Task 9-B.

Deliverable: Planning Commission Public Hearing (Meeting 9)

- **Final Revised Single-Family Development Standards for the Central Area.** Prepare a Final Draft based on direction received during the Planning Commission public hearing and including graphic illustrations, drawings, and diagrams that clearly illustrate development options to address massing and bulk.

An administrative draft will be prepared for CITY staff review and then revised up to two times based on staff comments.

Deliverables: (1) Administrative draft and (2) Final Revised Single-Family Development Standards for the Central Area

Deliverable (Optional): Optional Planning Commission Meeting (Optional Meeting 8)

- **Adoption Hearings.** Attend and make formal presentations at two City Council meetings, with option for one additional meeting.

Deliverables: City Council Study Session (Meeting #10) and Public Hearing (Meeting #11); Optional City Council follow-up meeting (Optional Meeting #9)

10-B Final Single-Family Development Standards for the Central Area. Based on City Council action and final text provided by CITY staff, prepare the adopted, final Single-Family Development Standards for the Central Area and incorporate into the reorganized Planning and Zoning Code prepared in Part 1. Final documents are to be submitted with all illustrations, diagrams and other illustrative or organizational amendments inserted in Microsoft Word format, and in PDF format. A word version without all supporting information is also to be submitted, along with editable versions for all illustrations, diagrams and other illustrative or organizational amendments. All documents are to be submitted in the file format in which they were originally created.

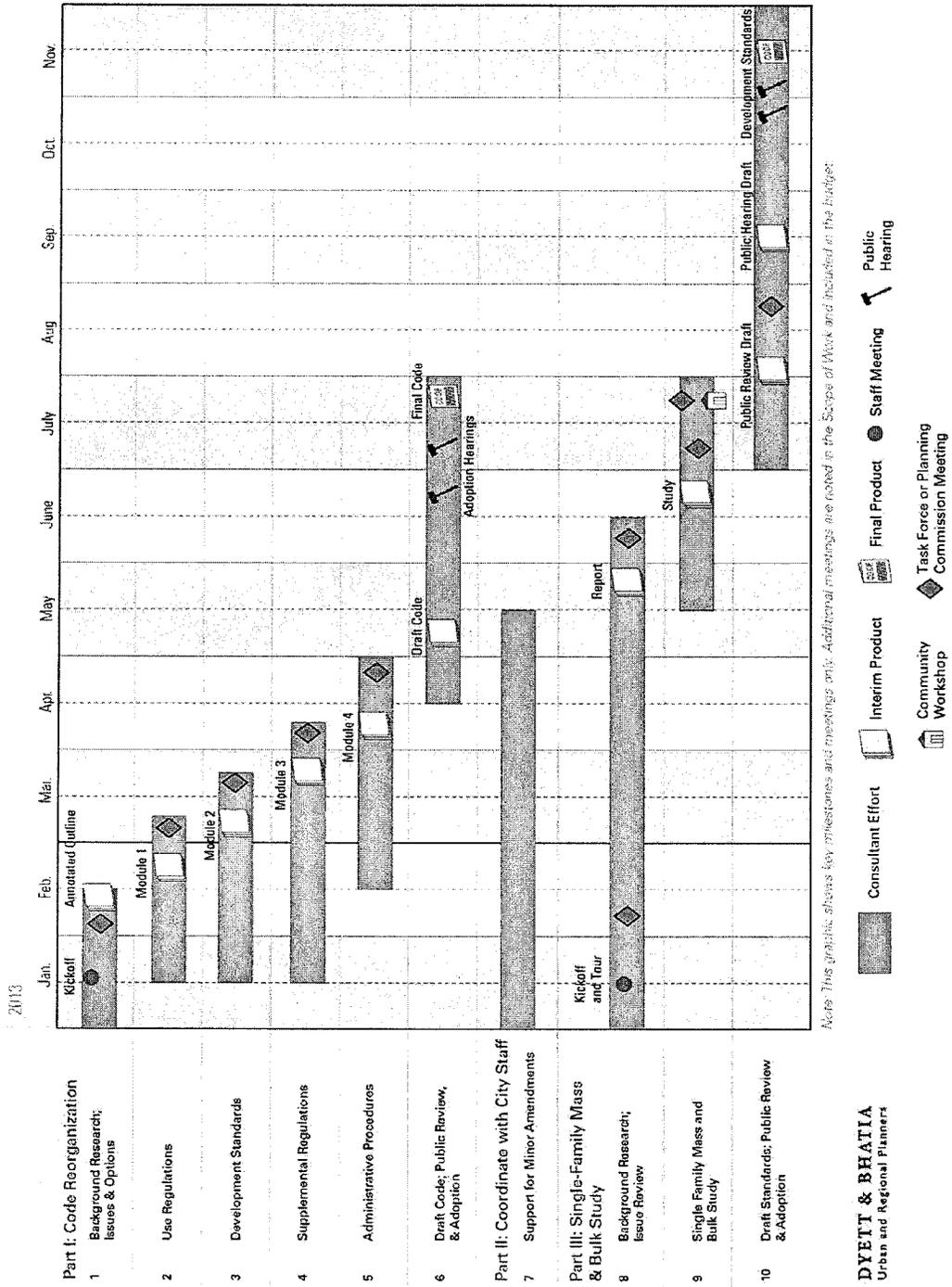
Deliverables: (1) Adopted Single-Family Development Standards for the Central Area of the CITY; (2) Final documents, and supporting files in formats described above; (3) Memo summarizing issues and concerns in the Hillside and Trousdale Areas

10-C Guide to Development in the Central Area (Optional, to be Funded from Contingency Allowance). Provide a brief user-friendly development guide to the new standards to assist homeowners, architects and developers through the single-family development process in the Central Area. The guide would rely on graphics in the Code, supplemented by flow charts demonstrating the different single-family design review tracks, the requirements for each track, submission materials, and a user-friendly summary of the development standards. It will be prepared using the InDesign desktop publishing program.

Deliverable: Guide to single-family residential development in the Central Area of the CITY

<i>Meetings</i>	<i>Products</i>
<ul style="list-style-type: none"> • Planning Commission Public Hearing (Meeting 9) (Optional Meeting #8) • City Council Study Session (Meeting #10), Public Hearing (Meeting #11), Optional Follow-up Meeting (Optional Meeting #9) 	<ul style="list-style-type: none"> • Presentations, including PowerPoint, and other meeting materials, as described above and sufficient to present at the described meetings and public hearings • (1) Administrative draft 1, and (2) final draft, Revised Public Review Draft Single-Family Development Standards • (1) Adopted Single-Family Development Standards for the Central Area of the CITY; (2) Final documents in formats described above • Supporting documents in formats described above • Development Guide in format described above (using Adobe's In Design software program) • Memo summarizing issues and Concerns in the Hillside and Trousdale Areas

The timeline on the following page shows the schedule and sequence of work. It may be adjusted as circumstances warrant, with approval of the CITY's Project Manager.



Summary of Major Products and Meetings

<i>Meetings</i>	<i>Major Products</i>
Part I: Code Reorganization	
<ul style="list-style-type: none"> • Kickoff meeting (1) • Planning Commission Meetings (4) • CITY Staff Meetings (as needed, may include teleconferences) • Planning Commission Hearing (1) • City Council Hearing (1) 	<ul style="list-style-type: none"> • Reorganization Issues and Options Memo • Annotated Outline • Module 1: Use Regulations • Module 2: Development Standards • Module 3: Supplemental Regulations • Module 4: Zoning Administration • Draft Planning and Zoning Code • Final Planning and Zoning Code (Word and PDF)

A total of 5 required public meetings with the Task Force or Commission and Council are scoped for Part I. The allocation of meeting time between the Task Force and the Planning Commission will be determined by CITY staff. Five (5) optional meetings also are identified; these would be funded from the Contingency Budget, if authorized in writing by the City Manager or his designee..

Part II: Coordination with Staff Prepared Minor Amendments (concurrent with Part I)	
<ul style="list-style-type: none"> • Teleconferences as needed 	<ul style="list-style-type: none"> • Memoranda, code language, illustrations, recommendations, and other products as necessary to provide staff assistance Part III: Single-Family Mass and Bulk Study for Central Area
Part III: Single-Family Mass and Bulk Study for Central Area	
<ul style="list-style-type: none"> • Kick-off Meeting (Task Force and Planning Commission) • Central Area Tour • Additional Stakeholder Interviews (if needed) • Task Force Meetings (4 to 5) • Community Open House • Planning Commission Workshops (2 to 6) • Planning Commission Hearings (2) • City Council Hearings (2) 	<ul style="list-style-type: none"> • Lot Pattern Maps • Single Family Bulk and Mass Issues Report • Single Family Bulk and Mass Study • Visual Preference Survey • Development Guide (Optional, requires CITY's authorization)

**A total of 5 required public meetings with the community, Commission and Council are scoped for Part III. The allocation of meeting time between the Task Force and the Planning Commission will be determined by CITY staff. Four (4) optional meetings also are identified; these would be funded from the Contingency Budget, if authorized in writing by the City Manager or his designee.

Meetings

Major Products

Public Participation Materials

- Information for the CITY's website
 - Factsheets and Newsletters
-

EXHIBIT B

RATES / PAYMENT SCHEDULE / UNIT COSTS

CITY shall compensate CONSULTANT for the satisfactory performance of the work described in this Agreement in an amount not to exceed Two Hundred Twenty Five Thousand Dollars (\$225,000.00) at the rates set forth in Attachment 1 to this Exhibit.

Contingency in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), is for additional, unforeseen and unanticipated work outside the scope of services described in Exhibit A, and shall not be undertaken without the express direction by the CITY in writing. Compensation for said additional work shall be mutually agreed upon by the parties in writing.

In no event shall the Fee and the Contingency together exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

Attachment 1: Fee Schedule

The Fee Schedule provides for approximately 1,800 hours of professional time, excluding public meetings, to complete all three parts of the proposed work program and provide the CITY with all of the products listed. In addition, the fee schedule includes time for preparation and attendance at up to 10 “essential”, required public meetings and 9 optional public meetings, to be authorized by the CITY’s Project Manager and funded from the Contingency Budget. These meetings will be with the Task Force and stakeholders as well as CITY officials and include open houses and workshops with the community, Planning Commission, and City Council. Meetings with CITY staff are not called out or budgeted separately but are assumed to occur in person during scheduled trips and over the phone as needed; no extra costs would be incurred with additional staff consultation.

The guaranteed maximum fee for the basic scope of work, including “essential” meetings, but excluding the optional meetings and Development Guide, is \$225,000. This budget includes all tasks and deliverables listed in Exhibit A.

The guaranteed maximum fee includes all personnel costs, direct costs, and delivery of products identified in the work program. Subcontractors' costs and direct costs are billed with no administrative markup or handling fee.

Progress reports will document working task meetings and deliverables completed during the billing period.

The tables on the following page list hours and rates for all billable staff and subcontractors in detail by showing Hours by Person by Task, and Budget by Person by Task. An additional table provides detail on the number of required and optional meetings by task, unit meeting costs, and cumulative costs.

Budget Assumptions

This Fee Schedule budget is based on the following assumptions:

- 1. Documents.** The CITY will provide readable/editable (e.g., MSWord) files of Title 10 and other relevant planning and zoning materials and ordinances, any un-codified ordinances related to zoning, recent and current development proposals, and any pertinent reports, as well as GIS files of zoning, land use, and other pertinent maps.
- 2. Meeting Attendance.** The project budget includes attendance at up to 10 required meetings and 9 optional meetings as identified in Exhibit A, Scope of Work. The costs of additional meeting attendance above the 19 meetings identified, if requested and authorized, would be on a time and materials basis, based on the submitted fee schedule. Meetings with CITY staff are expected to occur on an “as needed” basis and are included in the maximum fee.
- 3. Consolidated Comments and Direction.** CITY staff shall provide a single set of consolidated comments on the review drafts of all documents.

4. **Final Documents.** CONSULTANT shall provide camera-ready copy and digital files of documents in an editable electronic format (MS Word) and Adobe PDF formats. If CITY staff comments submitted on the administrative draft have not been adequately addressed by consultant, consultant, in consultation with CITY, will provide one additional document revision to better address the original comment. No more than two additional iterations shall be requested.
5. **Printing.** CONSULTANT shall provide at least two (2) hard copies of draft and final documents to CITY staff, and hard copies of meeting materials prepared by the consultant team. This budget assumes the CITY will be responsible for printing and distributing public review and adopted documents, and any mailings to outside parties and agencies.
6. **Field Trip.** This budget does not include the cost of transportation for the CITY tour listed in the scope of work. The CITY will provide transportation, as well as any other supplies (food, maps, etc.) for the tour.
7. **Travel Expenses, Mailing Costs, and Other Direct Costs.** The budget includes direct costs related to the project, including travel expenses, mailing costs, in-house printing costs, and other similar reimbursable expenses. Such items will be itemized on billing statements.

City of Beverly Hills Zoning Code Reorganization and Single-Family Mass and Bulk Study
 Table B.2-BUDGET BY TASK: Estimating Public Meeting Costs
 January 15, 2013

	PART 1: CODE REORGANIZATION										PART 2: SINGLE-FAMILY MASS & BULK STUDY				TOTAL
	Task 1 Background Research/Issue Identify/Outline Preliminary Outline	Task 2 Use Regulations	Task 3 Development Scenarios	Task 4 Supplemental Regulations	Task 5 Administrative Procedures	Task 6 Draft Code, Public Review and Adoption	Task 7 COORDINATE STAFF Provide Support for Other Agencies	Task 8 Background Research/Issue Review	Task 9 Single Family Mass and Bulk Study	Task 10 Draft Ordinance Public Review and Adoption for Development/Code					
Hourly Rate	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	
Director/Principal Planner	4,800	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	
Senior Planner	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	
Urban Mgr. Access/Principal Planner	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	
Assoc. & Urban Designer	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	
Planner	900	900	900	900	900	900	900	900	900	900	900	900	900	900	
Senior Graphic Designer	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	
Graphic/Web/Video Designer	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	
Project Associate	390	390	390	390	390	390	390	390	390	390	390	390	390	390	
Direct Costs - Travel, Printing, Parking	250	350	350	350	350	350	350	350	350	350	350	350	350	350	
Sub-Total	15,550	10,920	15,420	21,180	12,640	17,420	19,250	20,550	25,120	26,100	26,100	26,100	26,100	26,100	
John Kalliki Architects Architect	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	
Design Director	900	-	-	-	-	-	-	-	-	-	-	-	-	-	
Design Director	780	-	-	-	-	-	-	-	-	-	-	-	-	-	
Direct Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Sub-Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL FEE (Exclusive of Public Meeting Costs)	16,550	10,920	15,420	21,180	12,640	17,420	19,250	20,550	25,120	26,100	26,100	26,100	26,100	26,100	

Direct costs in the project budget include reimbursable expenses, including but not limited to: air or auto travel, hotel, parking, car rental, mail during out-of-town travel, printing, mailing, and other similar expenses. These are billed at no markup.

Hourly rates may be adjusted during the course of the contract, but the total amount shall not change.

Additional services beyond those identified in the scope of work will be provided at the market billing rates of the firm at the time the additional services are requested.

Clyde & Blasi reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.

City of Beverly Hills Zoning Code Reorganization and Single-Family Mass and Bulk Study
 Table 1-1: HOURS BY TASK - Excluding Public Meeting Time
 January 13, 2013

	PART 1: CODE REORGANIZATION										PART 2: COORD W/STAFF			PART 3: SINGLE-FAMILY MASS & BULK STUDY			TOTAL
	Task 1 Background Research, Issues and Options Presentation, Outline	Task 2 Use Regulations	Task 3 Development Standards	Task 4 Supplemental Regulations	Task 5 Administrative Procedures	Task 6 Draft Code, Public Review and Adoption	Task 7 Provide Support for Minor Amendments	Task 8 Background Research Issue Review	Task 9 Single-Family Mass and Bulk Study	Task 10 Draft Standards, Public Review and Adoption	Task 11 Draft Standards, Public Review and Adoption	Task 12 Draft Standards, Public Review and Adoption	Task 13 Draft Standards, Public Review and Adoption	Task 14 Draft Standards, Public Review and Adoption			
Dyett & Ibatia	24	16	16	16	16	12	16	24	16	24	16	24	16	24	180		
Michael Dyeck, Principal	16	24	24	24	8	20	50	20	16	16	20	16	16	16	218		
Partha Miller, Principal	-	-	-	-	32	-	-	-	-	-	-	-	-	-	32		
Vivian Katin, Associate Principal	60	40	60	60	8	40	20	120	150	140	140	140	140	140	658		
Associates & Urban Designers	-	-	-	-	24	24	50	-	-	-	-	-	-	-	198		
Planners	20	6	20	24	6	20	20	-	40	40	20	40	20	40	40		
Senior Graphic Designer	6	6	6	6	6	6	6	6	6	6	6	6	6	6	50		
Graphic/Web Site Designer	126	86	126	190	94	160	156	154	222	220	220	220	220	220	1,544		
Project Associate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50		
Sub-Total	126	86	126	190	94	160	156	154	222	220	220	220	220	220	1,544		
John Kallio Architects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	54		
Architect	-	-	-	-	-	-	-	-	-	-	-	-	-	-	54		
Designer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100		
Junior Designer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	160		
Sub-Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	314		
TOTAL HOURS	126	86	126	190	94	160	156	154	222	220	220	220	220	220	1,858		

City of Beverly Hills Zoning Code Reorganization and Single-Family Mass and Bulk Study
 Table B-3: BUDGET FOR PUBLIC MEETINGS

	PART 1: CODE REORGANIZATION						PART 2: COORD./STAFF			PART 3: SINGLE-FAMILY MASS & BULK STUDY		
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 8	Task 8	Task 9	TOTAL
	Background Research Issues and Options; Preliminary Outline	Like Regulations	Development Standards	Supplemental Regulations	Administrative Procedures	Draft Code, Public Review and Adoption	Provide Support for Minor Amendments	Background Research Issue Review	Single Family Mass and Bulk Study	Draft Standards, Public Review and Adoption		
	#1	#2	Optional #2		Optional #3	#4, #5			Optional #6	Optional #7, 8, & 9		
Public Meetings Proposed (By Meeting #, see Exhibit A Scope)	1	1	2	1	2	5		2	4	6		
Unit Cost	\$1,500	\$1,250	\$1,250	\$1,250	\$1,250	\$1,500	\$0	\$1,250	\$1,750	\$1,500		
Total Cost	1,500	1,250	2,500	1,250	2,500	7,500	-	2,500	7,000	9,000		35,000
Basis Cost with no Public Meetings (Table B-2)	15,560	10,920	15,420	21,180	12,640	17,420	19,250	23,950	38,020	35,300		210,750
"Essential" Meeting Costs	1,500	1,250			1,250	2,500		1,250	1,250	4,500		13,500
Optional Meeting Costs			2,000		2,000	4,000			2,000	6,000		16,000
Other Contingence Allowance						1,000				1,500		2,500
Total	17,060	12,170	17,420	21,180	15,890	24,920	19,250	25,200	41,270	55,640		250,000
CUMULATIVE TOTAL	17,060	29,230	46,650	67,830	83,720	108,640	127,890	153,090	194,360	250,000		

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

ADDRESS

- A.
- B.
- C.

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

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 : _____

Client#: 1710

DYETTBHAT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 1/15/2013
PRODUCER Dealey, Renton & Associates P. O. Box 12675 Attn: KXC Oakland, CA 94604-2675 510 485-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Dyett & Bhatia 755 Sansome Street, Suite 400 San Francisco, CA 94111	INSURERS AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Co. INSURER B: Hartford Fire Ins. Co. INSURER C: Hudson Insurance Company INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57SBAUZ6211	05/16/12	05/16/13	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> Contractual Liability Included				PERSONAL & ADV INJURY \$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	57UECIG7596	05/16/12	05/16/13	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	57SBAUZ6211	05/16/12	05/16/13	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WECZO9756	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$1,000,000
	E.L. EACH ACCIDENT \$1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$1,000,000				
	E.L. DISEASE - POLICY LIMIT \$1,000,000				
C	OTHER Professional Liability	AEE7260001	04/08/12	04/08/13	\$2,000,000 per claim
					\$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 General Liability policy excludes claims arising out of the performance of professional services.
 RE: Reorganizing the City's Zoning Code

GENERAL LIABILITY ADDITIONAL INSURED: City of Beverly Hills, its City Council and each member thereof and (See Attached Descriptions)

CERTIFICATE HOLDER City of Beverly Hills Attn: Peter Noonan, AICP CEP Community Devl.-Planning 9357 West 3rd St. Beverly Hills, CA 90210	ADDITIONAL INSURED, INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Naomi M. Barrett</i>
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DESCRIPTIONS (Continued from Page 1)

every officer and employee of City

Insurance is primary and non-contributory, per policy wording on all policies

AUTOMOBILE LIABILITY ADDITIONAL INSURED: City of Beverly Hills, its City Council and each member thereof and every officer and employee of City

GENERAL LIABILITY/AUTOMOBILE LIABILITY AND WORKERS' COMPENSATION WAIVER OF SUBROGATION IN FAVOR OF: City of Beverly Hills, its City Council and each member thereof and every officer and employee of City

**EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE**

Insured: Dyett & Bhatia

Policy Number:57UECIG7596

Policy Effective Dates: 05/16/12

Additional Insured:

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

Insured: Dyett & Bhatia
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBAUZ6211
Policy Effective Date: 05/16/12
Additional Insured:

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Insured: Dyett & Bhatia
Policy Number: 57WECZO9756
Effective Date: 07/01/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

City of Beverly Hills
Attn: Peter Noonan, AICP CEP
Community Devl.-Planning
9357 West 3rd St.

City of Beverly Hills, its City Council and each member thereof and every officer and employee of City

Countersigned by _____
Authorized Representative

Form WC 04 03 06
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date: