



## AGENDA REPORT

**Meeting Date:** May 7, 2013  
**Item Number:** F-12  
**To:** Honorable Mayor & City Council  
**From:** Alan Schneider, Director of Project Administration *AS*  
**Subject:** APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PSOMAS FOR CONSULTANT ENGINEERING SERVICES RELATED TO THE REXFORD DRIVE INTERSECTION PROJECT; AND  
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$64,800 TO PSOMAS FOR THE SERVICES

**Attachments:**

1. Agreement
2. Existing Site Plan
3. Proposed Conceptual Design Site Plan
4. Categorical Exemption

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve the agreement between the City of Beverly Hills and Psomas for consulting design services related to the Rexford Drive Intersection project, and approve a Purchase Order in the amount of \$64,800 for these services.

### **INTRODUCTION**

The approved fiscal year 2012-13 Capital Improvement Program (CIP) budget includes project #0940, Rexford & Civic Center Intersection Reconfiguration. This new project is described as follows:

Improve the pedestrian and vehicular circulation on Rexford Drive within the Civic Center by creating a standard "T" intersection with the Civic Center garage driveway meeting Rexford Drive at a 90 degree angle. This would substantially reduce the unusually large size of the intersection, add queue capacity south of the Police Facility driveway, create a safer, standard one-stop intersection for vehicles, allow direct pedestrian access between all of the buildings; move pedestrians approaching the crosswalks out from behind the colonnade, and create an outdoor gathering area in front of the Library. The

project would also create a safer pedestrian/vehicular interface at the top of the central stairway to the Civic Center Plaza.

The proposed agreement for consulting design services is to produce project plans and specifications suitable for permits and public bidding.

## **DISCUSSION**

In July 2012 the civil engineering firm, Psomas was engaged to provide conceptual planning and prepare a Pre-Design Report (PDR). The PDR evaluated the impacts of eliminating the existing turn-around entrance and creating a "T" configuration intersection at the Civic Center parking garage. The report demonstrated the feasibility, constraints, and magnitude of construction cost of the improvements required. The attached conceptual plan illustrates the proposed "T" intersection. The estimate for the work sets the cost in the range of \$400,000 to \$450,000 which is within the CIP budget of \$600,000 for this project.

A City Council liaison committee (Mayor Mirisch and Councilmember Gold) met to review the project and recommended that more landscaping should be incorporated to maintain the feeling of greenery in the Civic Center and that features should be incorporated to discourage pedestrian jay-walking at the former crosswalk locations. These recommendations have been incorporated in the design.

The proposed agreement for design services addresses the following scope of improvements:

- Eliminate existing "turn-around" entrance to parking garage.
- Develop stop controlled "T" intersection including associated signage, striping and lighting.
- Reconfigure associated roadway, concrete curb and gutter, concrete sidewalks, and provide new curb ramps.
- Reconfigure planted areas.
- Provide new or augmented site amenities (bike racks, benches, etc.) per City standards.
- New monument sign designed by City's sign consultant.

Consultant's scope of services provides full engineering services to design and prepare construction plans and specifications for construction. In addition, other professional services include:

1. Bid phase support services
2. City permit processing
3. Topographic survey
4. Landscape and irrigation specification

The fee proposal for the above services under this agreement is \$64,800 which includes a contingency of \$5,000 for additional services as requested by the City.

The Department of Community Development has reviewed the project for environmental impact and concluded that the project qualifies for a categorical exemption under the procedures adopted by the City of Beverly Hills, and no further environmental assessment is necessary.

**FISCAL IMPACT**

Funding for this amendment is allocated in the fiscal year 2012-13 Capital Improvement Program (CIP) budget from the Rexford & Civic Center Intersection Reconfiguration project #0940.

Don Rhoads  
Finance Approva



Mahdi Aluzri  
Approved By



# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
PSOMAS FOR CONSULTANT ENGINEERING SERVICES RELATED  
TO THE REXFORD DRIVE INTERSECTION PROJECT

NAME OF CONSULTANT: Psomas

RESPONSIBLE PRINCIPAL OF CONSULTANT: Sean Vargas, Vice President

CONSULTANT'S ADDRESS: 555 S. Flower Street, Suite 4300  
Los Angeles, CA 90071

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

COMMENCEMENT DATE: May 7, 2013

TERMINATION DATE: June 30, 2014

CONSIDERATION: Not to exceed \$59,800.00, including all reimbursable  
expenses, as described in Exhibit B;

Contingency for additional work not to exceed \$5,000.00,  
as more particularly described in Exhibit B;

Total not to exceed \$64,800.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
PSOMAS FOR CONSULTANT ENGINEERING SERVICES RELATED  
TO THE REXFORD DRIVE INTERSECTION PROJECT

THIS AGREEMENT is entered into between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Psomas (hereinafter called "CONSULTANT") for consultant engineering services related to the Rexford Drive Intersection Project.

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 Work.

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, 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.

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 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) Professional Liability Insurance.

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 liability insurance shall contain an endorsement naming 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, Hold Harmless, and Duty to Defend

(a) Indemnity for Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, CONSULTANT shall hold harmless and indemnify CITY, and its officials, officers, employees, agents and independent contractors serving in the role of CITY officials, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by this section 12 (a) and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this section 12 (b) shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

(c) All duties of CONSULTANT under this section shall survive termination 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 5 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

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of  
Beverly Hills, California

ATTEST:

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

[Signatures continue]

CONSULTANT: PSOMAS



LOREN SOKOLOW  
Vice President/Chief Financial Officer



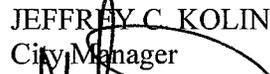
SEAN P. VARGAS  
Vice President

APPROVED AS TO FORM:

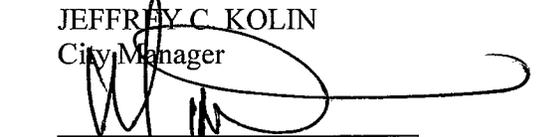


LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:



JEFFREY C. KOLIN  
City Manager



MAHDI ALUZRI  
Acting Director of Public  
Works & Transportation



KARL KIRKMAN  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

CONSULTANT shall perform the following services:

**Project Description**

Background

CITY has included in the CIP budget a project at the Rexford Drive entry in to the Civic Center garage. CITY is experiencing vehicular operation and pedestrian circulation issues at the stop controlled intersection of Rexford Drive and the City Hall parking garage entrance. CONSULTANT and sub-consultants performed predesign services for CITY including concept plan and estimate preparation and traffic warrant analysis with the goal of mitigating the operation and circulation issues and to make the intersection more pedestrian friendly. The resultant preliminary concept has been approved by CITY and is attached as Exhibit "A-1".

The proposed improvements as shown on Exhibit A-1 shall include:

- Eliminate existing "turn-around" entrance to parking garage.
- Develop stop controlled "T" intersection including associated signage, striping and lighting.
- Reconfigure associated roadway, concrete curb and gutter, concrete sidewalks, and provide new curb ramps.
- Reconfigure planted areas.
- Provide new or relocate site amenities (bike racks, benches, etc.) per CITY standards.
- New monument sign designed by CITY's sign consultant

The project improvements plans shall be permitted through the Department of Community Development. Drawings and technical specifications, as described herein, shall be developed in accordance with CITY's Engineering standards and guidelines.

CONSULTANT agrees to perform professional services pertinent to the project specifically outlined as follows:

**BASIC SERVICES**

**1. Construction Document Plan Preparation**

Construction Documents shall be prepared for the layout developed during the concept phase which has been approved by CITY, attached as Exhibit A-1. The documents shall describe the quality, configuration, size and relationships of site components to be incorporated into the project. The documents shall be consistent with the project construction budget and project schedule. The documents shall be provided electronically along with one (1) set of originals.

Plan Deliverables	Remarks
<ul style="list-style-type: none"> <li>Street Improvement and Site Development Plans</li> </ul>	Shall include existing site survey, horizontal control, demolition, street improvement and site development plans, and shall be developed per CITY's standards and guidelines
<ul style="list-style-type: none"> <li>Street Lighting Plan</li> </ul>	Shall include details and connection to the street lighting circuits
<ul style="list-style-type: none"> <li>Street Striping and Signage Plan</li> </ul>	Shall include proposed pavement striping and signage in accordance with CITY's standards and guidelines standards.
<ul style="list-style-type: none"> <li>Details</li> </ul>	Shall include details incidental to the design of the project and details in accordance with CITY's standards.

- Provisions shall be made to protect in place or reconstruct the surface indications, of existing utilities as required.
- Submit drawings for review at 30%, 60%, 90% completion.
- Submit final construction documents and opinion of probable costs at 100% completion.
- Technical specifications shall comply with CITY's standards.
- Attend up to three meetings with CITY's project representative at CITY to obtain direction for this phase of work.

**2. Bid Phase Support Services**

Bid Phase support services include:

- Prepare bid addenda.
- Attend one (1) pre-bid meeting.
- Respond to contractor RFI's.
- Provide technical support to assist CITY with contractor selection.

**3. CITY Permit Processing**

Completed permit documents shall be submitted to the Department of Community Development for plan check review. CONSULTANT shall meet with the plan checker and coordinate plan review comments with sub-consultants as required for plan approval. CONSULTANT shall obtain the project and drawing numbers from the CITY's Engineering Department as required for the project.

#### **4. Topographic Survey**

CONSULTANT shall prepare a Design Survey for the project which shall include:

- Survey Map at a scale of 1" = 10' over the site shown on the attached site Exhibit "A-1" to be delivered in both hard copy and AutoCAD format. Surveyor horizontal and vertical datum's shall be CITY based.
- Horizontal location, size and description of building faces, driveways, walks, stairs at top and bottom of landings, visible signs of utilities (including invert elevations on sewer and storm drain manholes), curbs, tree trunks and drip lines, walls, fences, signs, poles, trees over 6" in diameter, and other permanent surface visible features.
- Elevations throughout as well as a finished floor elevation of the ground floor of the Library, stairs at top and bottom of landings, and on driveways, walks, curbs, gutters, and walls.
- A one foot contour interval shall be developed and delivered in 3D.

#### **5. Landscape and Irrigation Specifications**

Provide landscape and irrigation system specifications to match existing plant palette and systems in new and reconfigured planter areas. The project bid documents shall include written specifications and may include illustrative exhibits to be included in the project manual.

#### **Assumptions**

- Landscape and irrigation consulting services shall be limited to providing specifications such that bidding general contractors can provide equivalent bids based on plant and irrigation materials in planted areas to be indicated on the plans. It is intended that the successful contractor shall furnish landscape and irrigation plans for approval by CITY.
- Prior to delivery of 60% Construction Documents, a geotechnical report shall be provided by CITY to CONSULTANT including new pavement section design, recommendations for existing soil suitability as subgrade material, recommendations for over-excavation of existing subgrade soils, as well as recommendations for bedding conditions for all structures, piping and appurtenances, and slope stability. CONSULTANT shall assist CITY as to requirements of the geotechnical report.
- The scope of work presented herein assumes that this section of Rexford Drive has adequate surface storm water drainage. This proposal specifically excludes drainage area reviews, hydrology studies and evaluation of the existing storm drain system within the project limits shown in Exhibit A-1. In the event that a Drainage Area Review or Hydrology Study is required, CONSULTANT shall provide a separate proposal for professional services subject to CITY's written approval at that time.

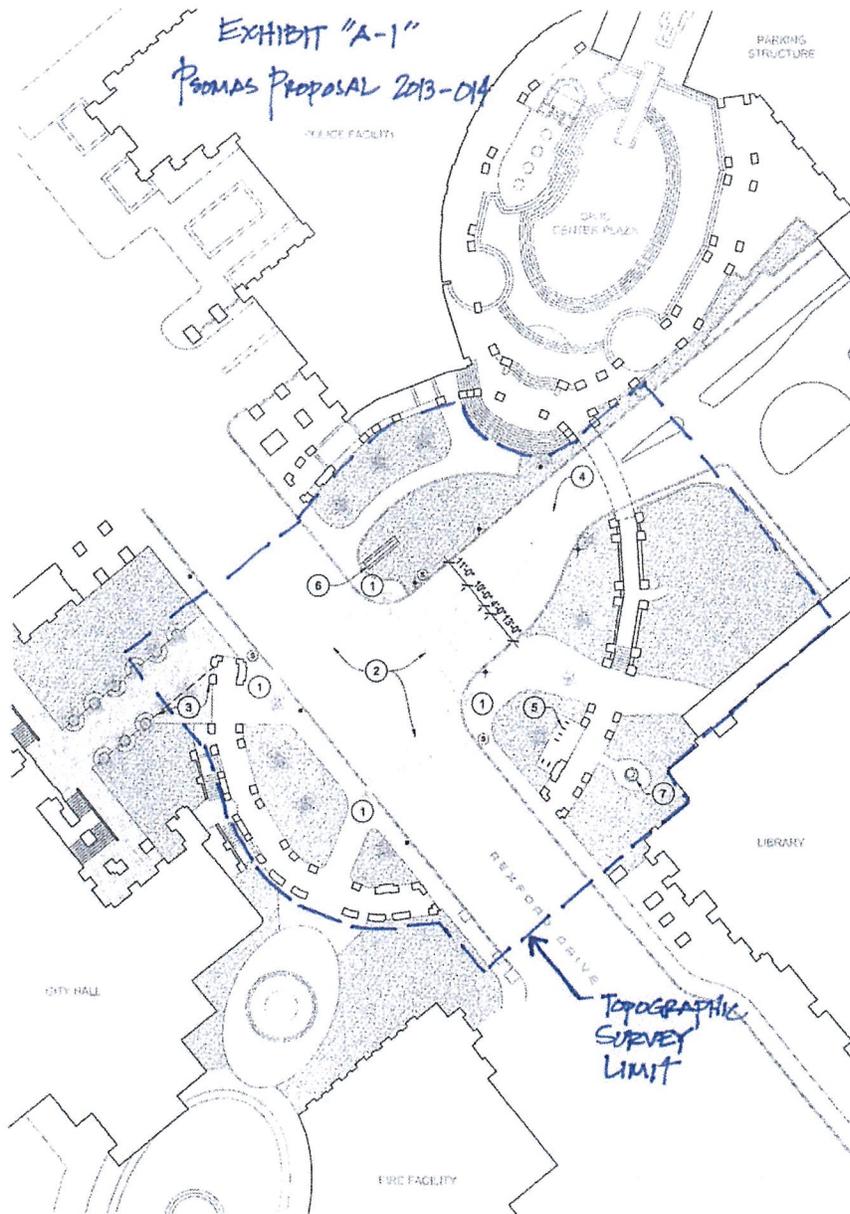
- The scope of work included herein assumes that the improvements shall be processed for approval with the CITY's Department of Community Development as a single package under one (1) permit number and shall be bid as a single project. Changes in the project delivery that affect the scope of professional services will require additional professional fees as agreed upon by the parties.
- It is assumed that relocation of public utilities is not required

### **Project Duration**

Construction Document Preparation	4 Weeks
Permit Processing	4 Weeks

### **Exclusions**

- Property boundary survey
- Title report review and plotting of easements
- Plotting underground utilities
- Survey of grades on overhead walkways
- Landscape and irrigation plans
- Geotechnical studies
- Construction phase services
- Parking/traffic studies
- Traffic control report (TCR)
- Utility design
- Structural engineering
- Design of retaining walls
- Drainage review, hydrology studies and/or storm drain design
- Design of paving structural cross-sections
- Value engineering
- Processing of plans through CITY Engineering Department
- Permit fees
- Assembly, advertisement, and distribution of bid package
- Construction staking
- Government fees, permits, and assessments
- Methane gas protection measures and coordination
- Public hearing attendance
- Water quality monitoring



**LEGEND**

- (S) LANDSCAPE AREA IN CONC SURROUND
- (C) CONCRETE PAVING
- (P) PALM TREES IN NEW CONC TREE GRATE
- (\*) RELOCATED STREET LIGHTS
- (+) EXISTING STREET LIGHTS
- (S) STOP SIGN

**KEY NOTES**

- (1) (N) CONC CURB RAMP
- (2) (N) CROSS WALK (PAINTED)
- (3) (N) FLAGSTONE PAVEMENT TO MATCH (E)
- (4) (N) PAINTED TRAFFIC LINE INDICATOR
- (5) BIKE RACKS
- (6) (N) MONUMENT SIGN
- (7) ART PIECE

CITY OF BEVERLY HILLS

**REXFORD MASTER PLAN**

SCALE: 1/32" = 1'-0"



EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONSULTANT for the work described in Exhibit A an amount not to exceed Fifty Nine Thousand Eight Hundred Dollars (\$59,800.00), including reimbursable expenses in accordance with the fee schedule as follows:

**FEE SCHEDULE:**

BASIC SERVICES

1. Construction Document Plan Preparation (Fixed Fee)	\$ 36,500
2. Bid Phase Support Services (Fixed Fee)	\$ 2,500
3. City of Beverly Hills Permit Processing (Fixed Fee)	\$ 4,200
4. Topographic Survey (Fixed Fee)	\$ 7,600
5. Landscape Architecture (Time and Materials)	\$ 7,500
<i>Subtotal for Basic Services Not to Exceed</i>	<i>\$ 58,300</i>
<i>Reimbursable expenses Not to Exceed</i>	<i>\$ 1,500</i>
<b>TOTAL Not to Exceed</b>	<b>\$59,800</b>

**Reimbursable Expenses:** Reimbursable expenses shall be paid on a *Time and Materials* basis. If additional budget is determined necessary to complete the project, CITY's written authorization will be obtained prior to exceeding the budgeted fees. Costs other than time charges are based on usage. Therefore, the costs of blueprints, messenger services, transportation and other specific job-related costs will be charged in accordance with CONSULTANT's current fee schedule.

**Contingency:** In the event CITY requests Additional Services for services outside the scope set forth in Exhibit A, the fee shall be based on the hourly rates set forth below in writing, but shall not exceed Five Thousand Dollars (\$5,000.00).

**Hourly Rates:**

\$ 65 - \$ 90 - Administrative and Project Assistants  
\$100 - \$135 - Drafters and Design Drafters  
\$105 - \$155 - Surveyors and Project Surveyors  
\$105 - \$160 - Civil Engineering Designers and Engineers  
\$115 - \$155 - Planners, Assistant Planners and Senior Planners  
\$150 - \$180 - Project Engineers and Senior Project Engineers  
\$150 - \$230 - Project Management, Directors  
\$200 - \$250 - Principals

Total fee, including Reimbursable Expenses and Contingency under this Agreement shall not exceed Sixty Four Thousand Eight Hundred Dollars (\$64,800.00).

CONSULTANT shall submit an itemized statement to CITY on a CITY approved form for its services performed monthly, which shall include documentation setting forth in detail a description of the services rendered and the hours of service. CITY shall pay CONSULTANT within forty-five (45) days of receipt of same provided services were satisfactorily rendered.

**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.

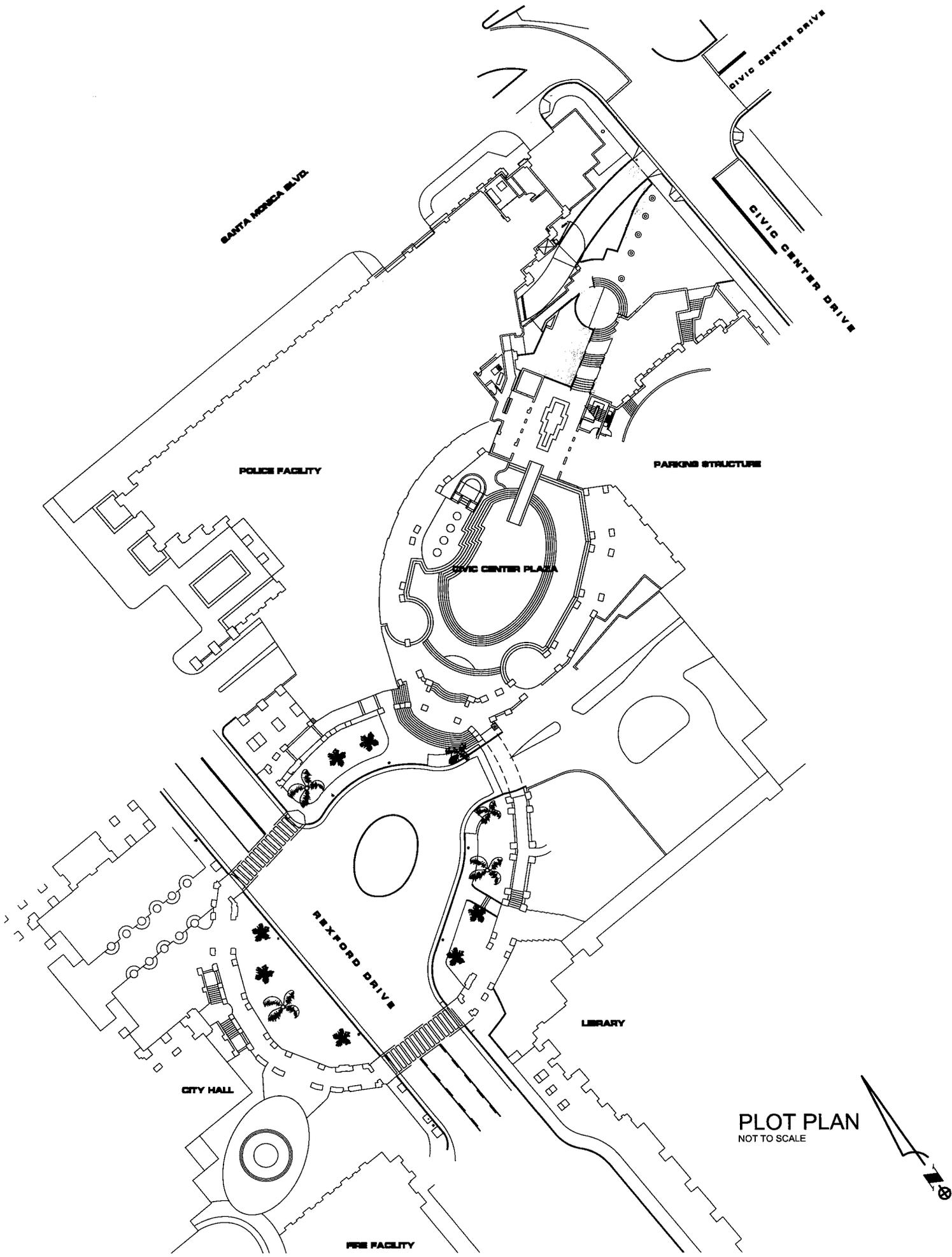
It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the CITY of Beverly Hills.

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.

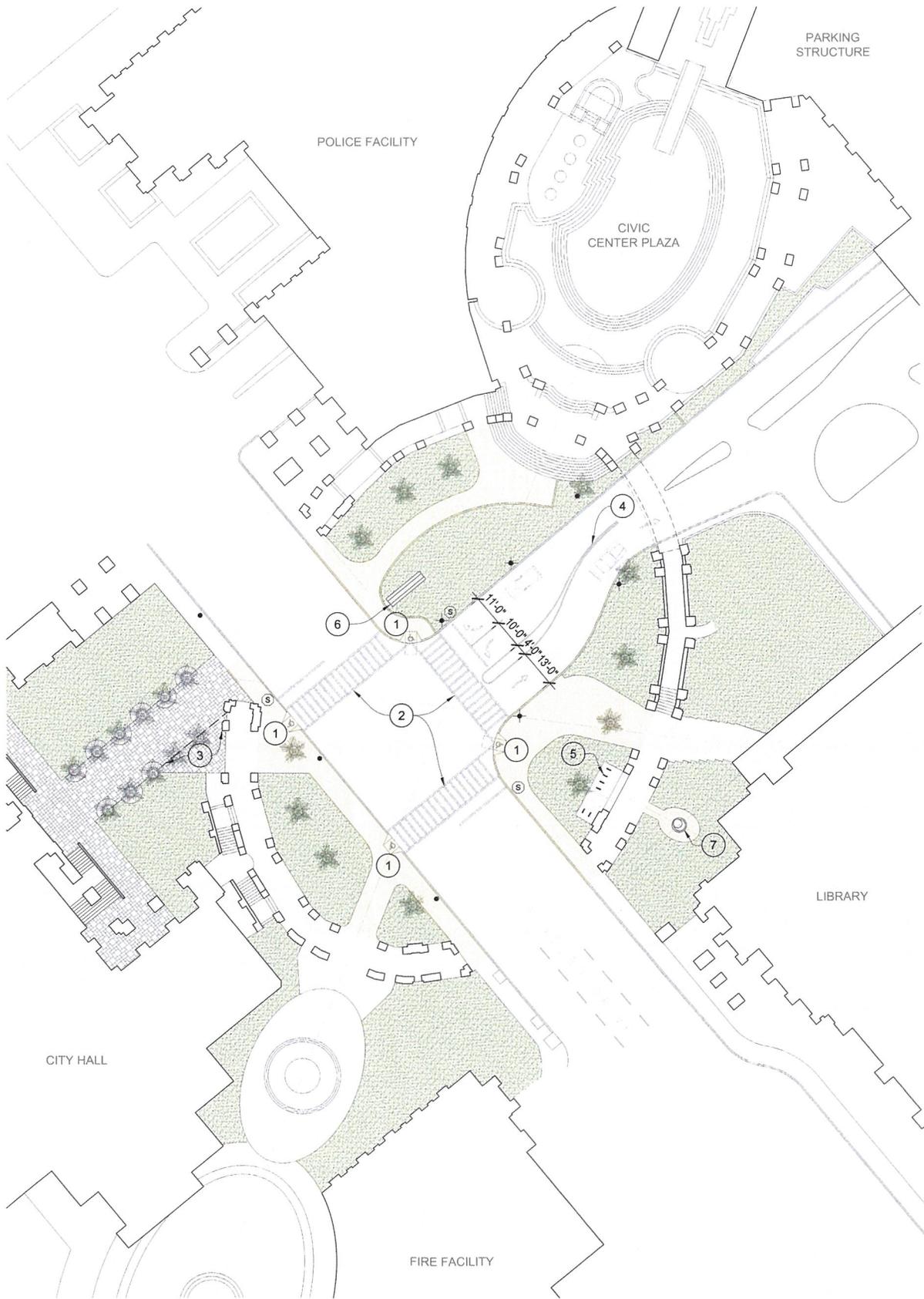
Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition 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  
 TITLE : \_\_\_\_\_  
 AGENCY : \_\_\_\_\_ Address : \_\_\_\_\_  
 \_\_\_\_\_

# **Attachment 2**



# **Attachment 3**



**LEGEND**

- (N) LANDSCAPE AREA W/ CONC. SURROUND
- (N) CONCRETE PAVING
- (E) PALM TREES IN NEW CONC. TREE GRATE
- RELOCATED STREET LIGHTS
- EXISTING STREET LIGHTS
- (N) STOP SIGN

**KEY NOTES**

- ① (N) CONC. CURB RAMP
- ② (N) CROSS WALK (PAINTED)
- ③ (N) FLAGSTONE PAVER TO MATCH (E)
- ④ (N) PAINTED TRAFFIC LANE INDICATOR
- ⑤ BIKE RACKS
- ⑥ (N) MONUMENT SIGN
- ⑦ ART PIECE



# **Attachment 4**



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**CITY OF BEVERLY HILLS**

**Categorical Exemption**

NAME OF PROJECT Rexford Drive Intersection Project

LOCATION 450 N. Rexford Drive, Beverly Hills, California

TYPE OF BUSINESS (IF COMMERCIAL) City Civic Center Campus

PROJECT DESCRIPTION Alterations to the existing Rexford Drive access to the Civic Center parking garage by creating a standard "T" intersection.

APPLICANT'S NAME City of Beverly Hills PHONE 310-285-1188

APPLICANT'S ADDRESS Project Administration 345 Foothill Road

CITY Beverly Hills, CA ZIP 90210

IF DIFFERENT, PROVIDE:

AGENT'S NAME \_\_\_\_\_ PHONE \_\_\_\_\_

AGENT'S ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_

The undersigned, having received this project for processing, has reviewed it for environmental impact and concluded that the project qualifies for a categorical exemption under the procedures adopted by the City of Beverly Hills and no further environmental assessment is necessary.

**Applicable Exemption Class** Class 1(C)

COMMENTS The proposed project is the minor alteration of an existing public street with negligible or no expansion of the existing use.

REVIEWED BY Georgina Melican Date 22 April 2013