



AGENDA REPORT

Meeting Date: November 19, 2013
Item Number: D-8
To: Honorable Mayor & City Council
From: Donielle Kahikina, Project Manager
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GRUEN ASSOCIATES FOR CONSULTING DESIGN SERVICES RELATED TO IMPROVEMENTS TO CITY GATEWAYS AT WILSHIRE AND SAN VICENTE BOULEVARDS AND OLYMPIC BOULEVARD AND SOUTH SPALDING DRIVE; AND APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$219,833 TO GRUEN ASSOCIATES FOR THESE SERVICES
Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the "City Council move to approve the agreement between the City of Beverly Hills and Gruen Associates for consulting design services related to the improvements to City gateway at Wilshire Boulevard and San Vicente, and Olympic Boulevard and South Spalding Drive", and approve a Purchase Order in the amount of \$219,833 for these services.

INTRODUCTION

The City engaged the architectural firm of Gruen Associates to develop conceptual design studies to enhance four "gateway" locations entering Beverly Hills at the following sites:

- Wilshire Boulevard and Whittier Avenue
- Santa Monica Boulevard and Doheny Drive
- Wilshire and San Vicente Boulevards
- Olympic Boulevard at South Spalding Drive (Beverly Hills High School)

In May 2013, construction of the initial gateway development at Wilshire and Whittier was completed. The next site at Santa Monica Boulevard and Doheny Drive has been

developed based on the City Council's direction for the gateway. The design documents have been completed, but are on hold pending resolution of the site ownership issue.

The attached report requests approval of an agreement with Gruen Associates for the gateway development for the two remaining sites based on City Council direction at the August 20, 2013.

DISCUSSION

On August 20, 2013, the City Council provided direction to proceed with the approved conceptual gateway design concepts at the Wilshire and San Vicente Boulevards, and Olympic Boulevard and South Spalding Drive sites presented by the consultant, Gruen Associates. The approved designs include the following features:

Wilshire and San Vicente Boulevards

A tower structure, approximately 40 feet tall with up-lighting and landscaping at the base. The tower will include the City shield which will be backlit with illuminated letters to be seen upon entering the City. The tower will include the City seal at the backside, visible upon exiting the City.

Olympic Boulevard and South Spalding Drive

The design for this site will follow a similar design as the existing gateway design constructed at Wilshire Boulevard and Whittier Drive. Monument signs on either side of the street will be constructed of architectural fritted glass and include the City shield, backlit with illuminated letters, visible upon entering City, with a smaller monument sign in the center, landscaped, median which will include the City seal.

The scope of services provides full architectural and engineering services to design and prepare construction plans and specifications for these two projects. Also included are construction administration services to provide site observations of the work to ensure it meets the quality standards of the contract documents.

The fee proposal for the above services under this agreement is \$199,833, and a contingency in the amount of \$20,000, for a total amount of \$219,833.

FISCAL IMPACT

Funding for this amendment is allocated in the fiscal year 2013-14 Capital Improvement Program (CIP) budget from project #0701.

Don Rhoads
Finance Approval



David Lightner
Approved By



Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
GRUEN ASSOCIATES FOR CONSULTING DESIGN SERVICES
RELATED TO IMPROVEMENTS TO CITY GATEWAYS AT
WILSHIRE AND SAN VICENTE BOULEVARDS AND OLYMPIC
BOULEVARD AND SOUTH SPALDING DRIVE

NAME OF CONSULTANT: Gruen Associates

RESPONSIBLE PRINCIPAL OF CONSULTANT: Ashok Vanmali, AIA Partner

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

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Lightner
Director of Capital Assets

COMMENCEMENT DATE: Upon receipt of Notice to Proceed

TERMINATION DATE: December 30, 2014

CONSIDERATION: Total not to exceed: \$199,833.00, including all reimbursable expenses and based on the fees more fully described in Exhibit B



AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
GRUEN ASSOCIATES FOR CONSULTING DESIGN SERVICES
RELATED TO IMPROVEMENTS TO CITY GATEWAYS AT
WILSHIRE AND SAN VICENTE BOULEVARDS AND OLYMPIC
BOULEVARD AND SOUTH SPALDING DRIVE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Gruen Associates (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided (the "services") 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 services.

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 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 pursuant to the same terms and conditions of the Agreement.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services provided 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 the 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 service 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. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY. Any attempt by CONSULTANT to so assign the Agreement or any rights, duties or obligation arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s).

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

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

Section 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 services. CONSULTANT shall dedicate the personnel listed in Exhibit C, attached hereto and incorporated herein, for the duration of the term of this Agreement.

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; and

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-consultants or 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 D, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. The general liability and vehicle liability 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.

(a) In connection with its design professional services, CONSULTANT shall defend, hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials, ("Indemnities"), from any and all claims, demands, damages, liabilities, losses, costs or expense, 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 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. CONSULTANT shall defend Indemnities in any actions filed in connection with any such claims with counsel of Indemnities' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

(b) In connection with all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively "Damages" hereinafter) not covered by Paragraph (a) of this Section, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to 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 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 shall apply independent of any prior, current or subsequent misconduct, negligent acts, or omissions of Indemnitees.

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 services.

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. Notice. Any notice 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 address set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

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

Section 18. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. 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 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In case of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by this reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

CITY OF BEVERLY HILLS
A Municipal Corporation

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

ATTEST:

BYRON POPE
City Clerk

CONSULTANT: GRUEN ASSOCIATES

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

ASHOK VANMALI, INC.
ASHOK VANMALI, AIA
Partner

APPROVED AS TO FORM

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

DAVID LIGHTNER
Director of Capital Assets

ALAN SCHNEIDER
Director of Project Administration

KARE KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

This Scope of Work is in connection with the design for two gateway monuments and enhancements in the CITY. These monuments are on separate sites, however these plans will be permitted as one project and construction for both monuments will occur at the same time. Therefore, CONSULTANT will not assume any duplication efforts for separate permits, staff meetings or separate construction administration services. In the event of the possible separation of the sites into two (2) individual projects on different timelines, an additional fee may apply as mutually agreed upon by the parties in writing.

A. Wilshire Blvd Gateway Monument and Landscape improvements at the San Vicente Blvd. Intersection

This Gateway site consists of the traffic island that is located on the northwest corner of Wilshire Blvd and San Vicente Blvd. Landscape improvements will be proposed for the center median directly adjacent to the traffic island. The site consists of an existing sidewalk, turf, a mature clump of Mexican Fan Palms/*Washingtonia robusta* (90' tall) and concrete paving in the existing median.

The Gateway project includes the construction documents for:

- Demolition and removal of existing turf, palms and installation of new curbs for the enlarged traffic island. The existing shield sign and pole are to be removed.
- The existing median's concrete slab will be removed, existing soil and base removed to 36" and new topsoil for landscape planting installed.
- New paved sidewalk with precast pavers at the south side end of the triangular traffic island. New accessible ramps will be provided.
- A new 40' tall x 8' wide steel framed and precast concrete sign pylon with a new "Beverly Hills" shield sign. This sign will be recessed into the pylon east side and be accented with halo back lighting and internally lit lettering.
- A metal city seal plaque will be attached the west side of the pylon.
- A circular raised planter/ wall sign (48" tall x 20' diameter) at the base of the pylon. Polished metal lettering of "City of Beverly Hills" will be placed on the east and west sides of the wall sign planter
- Electrical connections for landscape lighting, sign wall, pylon flood lighting and the shield sign.
- New plantings and street trees in the traffic island with ground mounted landscape lighting
- New specimen trees in the median with ground mounted landscape lighting
- New landscape planting will include low maintenance, drought tolerant groundcovers, attractive accent shrubs and perennial color.
- New low water usage and WELO certified irrigation systems to be installed

B. Olympic Blvd Gateway Monument and Landscape Improvements near the Cross Street of S. Spaulding Drive

This Gateway site consists of the north and south parkways along Olympic Blvd. between Shirley Place and Spaulding Drive. Improvements will be proposed for the center median as well to include a smaller scaled monument signage and landscaping. No enhancements are proposed for the sidewalk or street. All improvements are proposed for the existing parkways and median.

This Gateway project includes the construction documents for:

- Demolition and removals of existing landscape plantings, shrubs, trees and stamped concrete in the center medians and in the north and south parkways will be provided.
- Possible removal of a portion of the concrete driveway apron at the BHHS oil derrick site (as approved by the City of Beverly Hills.)
- Selected street trees (*Magnolia grandiflora*/ Southern Magnolias will be saved where directed by the City and *Ficus nitida*/ Indian Laurel Fig trees removed where needed to allow for new gateway elements and new tree
- Two (2) 14' tall steel and glass pylon sign panels with "Beverly Hills" metal shield signs. Shield signs shall be internally lit and accented with surrounding "halo" lighting. The shields shall be mounted on frosted laminated glass panels with interior illumination
- Low walls and pylons will be provided (matching the Wilshire Blvd./Whittier Drive hardscape layout.
- New 6' high precast stone monument sign wall and lanterns will be provided in the center median. A bronze plaque of the city seal and metal lettering of "City of Beverly Hills" will be applied. Wall caps and lantern pedestals will match the Wilshire -Whittier Drive installation.
- New landscape, accent lighting and electrical connections to signs and lanterns.
- New street trees (*Magnolia grandiflora*/Southern Magnolia) will be planted to complement the existing trees. New palms and other accent trees will be planted to compliment the gateway design
- No sidewalk, curb or street improvements are anticipated at this location.
- Electrical connections for sign wall, shield sign and landscape lighting.
- New specimen trees in the median with ground mounted landscape lighting
- New landscape planting will include low maintenance, drought tolerant groundcovers, attractive accent shrubs and perennial color.
- New low water usage and WELO certified irrigation systems to be installed

Both gateway projects (or "Projects") will follow a four phase schedule. The following is a proposed scope of work and fee schedule for performing the landscape architectural phases including design development, construction documents, bidding assistance and construction administration:

Task 1- Project Start Up, Data Gathering and Base Plan Preparation (6 weeks)

- 1.1 A start up meeting with CONSULTANT, CITY Parks and Recreation staff, traffic engineering, public works and other interested city agencies will be held to review the scope of work and to gain input.

- 1.2 A site visit shall be made by CONSULTANT team and CITY staff to review existing conditions if required.
- 1.3 CONSULTANT shall update presentation models to include context (office buildings) to the San Vicente/Wilshire model to address the height concerns and adjacencies. The Olympic Blvd model is now a different design so the new monument design will be added to complete this model.
- 1.4 Psomas Engineers will identify background information on the two gateway projects and document suggestions, recommendations, directions, and other requirements from CITY. Psomas shall also identify, collect and review the CITY's record drawings of all existing utilities within the Projects limit and will research available utility records and identify all utilities within the Projects limits as well as comparing composite existing utility base maps provided by CITY (Existing Conditions Survey) to record utilities. Psomas shall add limited supplemental record information to base map if required.
- 1.5 *Field Survey*- It is assumed that CITY will not be providing survey information, therefore a survey is required of both sites.
 - a. *Olympic Blvd/ Spaulding Dr.*- That portion of the centerline of Olympic Blvd falling within the survey extents will be established based on found monumentation. The resultant right-of-way of the street(s) will then be calculated based on county assessor's maps and any pertinent, underlying maps of record. In addition, elevations based on a city benchmark to be agreed upon will be obtained throughout the survey extents including at top of curb and flow line. Lastly, surface visible features will also be located and mapped.
 - b. *San Vicente Blvd/ Wilshire Blvd*- That portion of the centerline of San Vicente Blvd and Wilshire Blvd falling within the survey extents will be established based on found monumentation. The resultant right-of-way of the street(s) will then be calculated based on county assessor's maps and any pertinent, underlying maps of record. In addition, elevations based on a city benchmark to be agreed upon will be obtained throughout the survey extents including at top of curb and flow line. Lastly, surface visible features will also be located and mapped.
- 1.6 Attend two (2) meetings with CITY Public Works Department engineers and Recreation and Parks staff to discuss proposed modifications to the traffic island on San Vicente and the center median on Olympic Boulevard and points of connection for electrical and lighting needs, water connections, geotechnical/ structural issues related to the pylon signs on Olympic Blvd. and the pylon tower on San Vicente Blvd.
- 1.7 A geotechnical report shall be made of the soils at the proposed monument sites.

Deliverables:

- *Minutes of the startup and site meetings*
- *Survey base sheets*



- *Base sheets for civil engineering, street improvements and landscape elements*
- *A geotechnical report for the both project sites in electronic and bound copies*

Task 2- Design Development Phase 50% Construction Drawings (8 weeks)

The Design Development plans shall include partial dimensioning, schematic detail sketches and 50% completion of the layout, lighting, irrigation and planting plans.

- 2.1 With the provided survey and site base plans, Psomas shall prepare 50% civil plans including new curbs, gutters, and ADA accessible curb ramps for the Wilshire Blvd/San Vicente Blvd location. Due to the limited civil scope anticipated at the Olympic Blvd/South Spaulding Drive location, demolition plans showing the hardscape removal from the median and existing tree removals will be anticipated for this location. Plans shall also include design of new water service for proposed irrigation system at the Olympic Blvd/South Spaulding Drive location.
- 2.2 CONSULTANT shall complete 50% hardscape plans and details including the gateway monuments, stone clad wall signs at both locations and precast pavers and sidewalk enhancements at the Wilshire/San Vicente Blvd location.
- 2.3 CONSULTANT shall complete 50% Structural plans for the proposed monument signage and circular planter wall at the Wilshire Blvd/San Vicente Blvd location.
- 2.4 CONSULTANT shall complete 50% plans for electrical and lighting for the wall sign, shield sign and landscape features
- 2.5 CONSULTANT shall complete 50% irrigation plans based on the approved design. Irrigation plans for a WELO/ AB1891 certified sustainable irrigation system with points of connection and mainline locations will be incorporated
- 2.6 CONSULTANT shall complete 50% landscape planting plans including trees, shrub and groundcover layout, spacing with supporting notes, legend and schedules indicating species, varieties, sizes, methods for planting, tree staking and soil preparation.
- 2.7 CONSULTANT shall prepare draft specifications for the various street, civil, hardscape and landscape elements within the Projects. CONSULTANT assumes that CITY will provide their front end (Division 1) specifications at this time to be placed at the beginning of the Technical Specifications. CONSULTANT shall review, provide comment to, and coordinate with these sections.
- 2.8 One (1) review meeting will be held with staff and CITY engineers to review the design development plans. Based on input and comments from CITY, finalized 50% Design Development plans shall be submitted to CITY for comments and input. In response to comments and input from the city, refinements made by CONSULTANT and the support team.
- 2.9 QA/QC – CONSULTANT shall perform a QA/QC of a progress drawing set to verify document quality, appropriate level of detail, and the incorporation of comments.

2.10 A preliminary cost estimate will be prepared by CONSULTAN.

Deliverables:

- *Preparation of 50% Design Development Plans in electronic and hard copies*
- *Draft Specifications in electronic and hard copies*
- *Preliminary Cost Estimate in electronic and hard copies*

Task 3 - Construction/ Layout Plans (90% and 100% Construction Drawings) (8 weeks)

After review and comments of the design development plans (50% completion) and subsequent corrections and modifications final construction drawings will be prepared and submitted for comments at the 90% and 100% complete stages.

- 3.1 Prepare civil construction/ layout plans to 90% level. The drawing package shall include a Title Sheet and General Notes, Existing Conditions Plan, Demolition Plan, Horizontal Control Plan, Street Improvement Plan, and Construction Details.
- 3.2 Hardscape Construction/ Layout Plans and Details (90% Plans) Layout, dimensioning, elevations, sections and details for the landscape hardscape features including the sidewalk at Wilshire/San Vicente Blvd location, stone clad wall and monument signage and both locations.
- 3.3 Structural plans and details with structural calculations (90% Plans) for the monument signage
- 3.4 Lighting layout, details and specifications (90% Plans) for new signage, landscape planter walls and landscape. Prepare Title 24 calculations as required.
- 3.5 Irrigation plan for the landscaped areas (90% Plans). This plan shall conform to State WELO and CITY design standards, following water conservation and sustainability guidelines and be coordinated with the existing utility systems and infrastructure.
- 3.6 Landscape planting plans shall be prepared (90% Plans) including layout and spacing for all new plantings, details, schedules and notes for soil preparation, amendments and tree staking and installation.
- 3.7 Two (2) review meetings with CITY staff will be provided to review the 90% and 100% drawing submittals.
- 3.8 Prepare Final Specifications. CITY will provide Standard Contractual Requirements, Notice to Bidders, and Proposal Form to be included in the Bid documents.
- 3.9 QA/QC – CONSULTANT shall perform a QA/QC of a progress drawing set to verify document quality, appropriate level of detail, and the incorporation of comments.

- 3.10 Issue for Construction Drawings and Specifications (100% CD) – CONSULTANT shall further develop and produce drawings of all disciplines to be issued as “For Construction” drawings. These will incorporate all plan check comments, constructability review comments, final CITY comments, and will be the drawings set utilized for Bidding.

Deliverables:

- *Preparation of the 90% and 100% Construction Drawings in electronic files and hard copies.*
- *Final Specifications in electronic and hard copies.*
- *Final Cost Estimate*
- *CADD files, Pdfs of drawings and specifications provided on CD format*

Task 4 – Bidding Assistance and Construction Administration (24 weeks)

CONSULTANT shall provide bidding assistance and construction administration as needed. CONSULTANT shall assist CITY in reviewing contractor qualifications and review bids as needed by CITY.

- 4.1 CONSULTANT shall attend the pre bid and preconstruction meetings- two (2) meetings and as needed by CITY.
- 4.2 After award of bid and start of construction, CONSULTANT shall provide twenty (20) construction site observation visits over a period of six (6) months. The landscape architect and engineers will observe construction methods, quality control and adherence to the intended design intent and approved construction documents. Site visit reports shall be made following each visit. Additional site visits will be considered additional service and will be billed at CONSULTANT’s current billing rates attached as Exhibit B. CONSULTANT may modify the billing rate annually upon giving CITY 30 days’ prior written notice.
- 4.3 Requests for information and addendums will be received, processed and answered. Product submittals will be received and approved and job site meeting notes recorded.
- 4.4 CONSULTANT shall assist in specimen tree tagging and selection (approximately 2 nursery visits)
- 4.5 Prepare Record Drawings from CITY provided “As-Builts” printed on Mylar

Deliverables:

- *Job Visit Reports*
- *Final Record Drawings provided on Mylars*

Note: Transportation Engineering, Parcel Maps, lot line adjustments, EIR or CEQA documentation, zone changes or Utility relocation plans are not included and if required would be available for an additional fee.

Any extension to the schedule, due to no fault of CONSULTANT and its subconsultants, will be considered as additional services. Such additional services will be charged on either a time and material bases or a fixed fee as mutually agreed upon by the parties in writing.



EXHIBIT B

COMPENSATION/PAYMENT TERMS

- A. CITY shall compensate CONSULTANT for the satisfactory performance of services described in the Agreement an amount not to exceed Forty Nine Thousand Nine Hundred Dollars (\$49,900.00) for professional fees based on the fee schedule attached hereto as Attachment 1 to Exhibit B. All reimbursable expenses incurred in the performance of this Agreement are included in the total fee noted above.
- B. Fee Schedule: See Attachment 1 to Exhibit B

Task 1-Project Startup Data Gathering and Base Plan Preparation

Prepare survey and base sheets
Conduct site utility and civil inventory and analysis
Update presentation models
Prepare geotechnical report
Attend four (4) meetings

Fee amount for Project Start Up. Data Gathering and Base Plan Preparation **\$25,092.00**

Task 2-Design Development 50% Drawings

Prepare 50% civil plans
Prepare 50% hardscape plans and details
Prepare 50% structural plans and details
Prepare 50% electrical plans and details
Prepare 50% planting plans and details
Prepare 50% irrigation plans and details
Prepare Draft Specifications
Prepare Preliminary Cost Estimate
One (1) meeting at 50% Design Development drawing submittal

Fee Amount for Design Development **\$49,030.00**

Task 3- Construction Documents (90% and 100% Drawings)

Prepare 90% civil plans
Prepare 90% hardscape plans and details
Prepare 90% structural plans and details
Prepare 90% electrical plans and details
Prepare 90% planting plans and details
Prepare 90% irrigation plans and details
Prepare Final Specifications
Prepare Final Cost Estimate
Prepare Issue for Construction 100% drawings
Attend two (2) meetings to review 90% and 100% drawings

Fee amount for Construction Documents **\$85,794.00**



Task 4 – Bidding Assistance and Construction Administration

Attend two (2) pre bid and pre construction meetings
Provide assistance for RFIs and addendums
Provide twenty (20) site visits during construction
Provide two (2) nursery visits for specimen tree selection and tagging
Prepare Record drawings from provided "As Built" drawings

Fee amount for Bidding Assistance and Construction Administration **\$27,800.00**

Subtotal **\$187,716.00**

Reimbursable amounts (travel, printing, plotting, CITY required Mylars)
Not to exceed **\$12,117.00**

Total Not to Exceed Fee for Landscape Architectural Services **\$199,833.00**
San Vicente Blvd/Wilshire Blvd and Olympic Blvd/S. Spaulding Drive
Gateway Projects

C. Additional Service Rate Schedule

D. Schedule of Payment

CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month, which shall include documentation setting forth in detail a description of the services rendered and percentage of work completed. CITY shall pay CONSULTANT based on the Schedule of Payment set forth in this Exhibit. CITY shall pay CONSULTANT the amount of such billing within forty (40) days of receipt of same.



Beverly Hills Gateway and Landscape Enhancements- San Vicente/ Wilshire and Olympic/ S. Spaulding						FINAL Tasks and Labor cost schedule						GREEN ASSOCIATES					
Rate	Task	GREEN ASSOCIATES					PSOMAS	FOLLE	SWEENEY	EG	Gao	DINGLEBORN					
		Project Change	Senior Staff	Intermediate Staff	Junior Staff	Total Hours											
	TASK 1: PROJECT STARTUP, DATA GATHERING, BASE PLAN	218	137	88	70												
1.1	Kick Off meeting		4	4		8											
1.1	Site walk with Team Beverly Hills Staff		4	4		8											
1.1	Gather Data, Review Plans, Provide Analysis for Civil			4		4											
	Update models				40	40											
1.1	Survey					0											
	Attend meetings with Beverly Hills (2) Two Meetings		4	4		8											
1.1	Geotechnical Soils Report			2		2											
	Administrative burden			8	8	16											
	TASK 1 LABOR (hours)	0	12	26	46	86											
	TASK 1 LABOR (cost)	0	1,644	2,248	2,382	7,292	10,200		800		6,800	25,092					
	TASK 2 DESIGN DEVELOPMENT 50%																
2.1	Prepare 50% Complete Civil/Street Plans and Details					0											
2.1	Prepare 50% Hardscape Plans and Details	2	16	36	60	116											
2.1	Prepare 50% Structural Plans and Details					0											
2.1	Prepare 50% Electrical Lighting Plans					0											
2.1	Prepare 50% Irrigation Plans and Details					0											
2.1	Prepare 50% Landscape Plans and Details		8	30	60	98											
2.1	Prepare Draft Specifications			24	24	48											
2.1	Attend One (1) Review Meeting		4			4											
2.1	Prepare Preliminary Cost Estimate		8	8		16											
	Administrative burden		8	16	16	40											
	TASK 2 LABOR (hours)	2	24	112	144	302	600										
	TASK 2 LABOR (cost)	438	6,628	9,856	10,260	26,400	6,930	3,000	1,100	7,600		4,000	49,030				
	TASK 3 CONSTRUCTION LAYOUT PLANS 90%/100%																
3.1	Prepare 90% Civil/Street Plans and Details					0											
3.1	Prepare 90% Hardscape Plans and Details	2	8	36	60	90											
3.1	Prepare 90% Structural Plans and Details					0											
3.1	Prepare 90% Electrical Lighting Plans					0											
3.1	Prepare 90% Irrigation Plans					0											
3.1	Prepare 90% Landscape Plans and Details		8	30	60	88				300							
3.1	Attend Two (2) Review Meetings		4	4		8											
3.1	Prepare Final Specifications		8	30	18	54											
3.1	Issue for Construction Drawings 100%			50	50	100											
	Administrative burden		8	12	12	32											
	TASK 3 LABOR (hours)	2	36	162	178	378	2500		500								
	TASK 3 LABOR (cost)	438	4,932	14,256	12,480	32,084	26,860	3,000	4050	9,500	300	10,000	85,794				
	TASK 4 BIDDING ASSISTANCE AND CONSTRUCTION ADMINISTRATION																
4.1	Attend PreBid Pre Construction Meetings		4			4											
4.1	Provide (2) Twenty Site Observation Meetings		8	32	20	60											
4.1	Provide RFIs, Addendums, Product Submittals			24	24	48											
4.1	Attend Tree Inspection/ Tagging (2) Meetings			16		16											
4.1	Prepare Record Drawings from "As Built" /Mylars			30		30											
	TASK 4 LABOR (hours)	0	12	102	44	158	3100				1500						
	TASK 4 LABOR (cost)	0	1,644	8,976	3,080	13,700	5,900	1,200	1,100	1,900	1,500	2,500	27,800				
	TOTAL LABOR (hours)	4	104	402	414	924											
	TOTAL LABOR (cost)	872	14,248	25,376	28,660	79,476	49,890	7,200	7,050	19,000	8,600	16,500	187,716				
	OTHER DIRECT COST						7,948	1,300	360	494	1,500	516	0	12,117			
	TOTAL						87,424	51,190	7,560	7,544	20,500	9,116	16,500	199,833			
	GRAND TOTAL													199,833			

EXHIBIT C

Responsible Personnel

The following personnel shall be dedicated for the duration of the Project.

Stephen K. Smith, ASLA, Director of Landscape Architecture

A handwritten signature in black ink, consisting of several vertical strokes and a diagonal line at the bottom right.



EXHIBIT D
CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
B.
C.

ADDRESS

Table with 7 columns: COMPANY (A. B. C.), COVERAGE, POLICY NUMBER, EXPIRATION DATE, B.I., LIMITS P.D., AGGREGATE. Includes checkboxes for AUTOMOBILE LIABILITY, GENERAL LIABILITY, PRODUCTS/COMPLETED OPERATIONS, etc.

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: _____

RM02.DOC REVISED 10/14/96.

Handwritten signature



CERTIFICATE OF LIABILITY INSURANCE

OP ID: RY

DATE (MM/DD/YYYY)

07/18/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Narver Insurance 641 W. Las Tunas Drive PO Box 1509 San Gabriel, CA 91776 WESLEY HAMPTON HOUSE	626-943-2200 626-299-1010	CONTACT NAME: Ryan Wood PHONE (A/C, No, Ext): 626-943-2213 E-MAIL ADDRESS: rwood@narver.com PRODUCER CUSTOMER ID #: GRUEN-1	FAX (A/C, No): 626-299-1010
INSURED Gruen Associates ** 6330 San Vicente Blvd., # 200 Los Angeles, CA 90048	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Company		25682
	INSURER B: Travelers Property Casualty		25674
	INSURER C: Continental Casualty Company		20443
	INSURER D:		
	INSURER E:		
	INSURER F:		

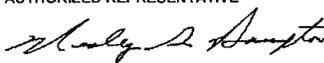
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	680-2260L50A	06/01/13	06/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	BA-3677M727 BA-3677M727	06/01/13 06/01/13	06/01/14 06/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$		CUP-6532Y22A	06/01/13	06/01/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	UB-6531Y535	06/01/13	06/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEA-00-821-55-36	07/15/13	07/15/14	Per Claim 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Beverly Hills, its Council and each member thereof and every officer and employee of the City shall be named as additional insured in regards to the General Liability and Auto Liability policy.
 The Professional Liability policy provides for a 10-day written notice of cancellation. All other policies are subject to the cancellation notice

CERTIFICATE HOLDER**CANCELLATION**

CITYOBH City of Beverly Hills Project Administration Attn: Julio Guerrero 345 Foothill Road Beverly Hills, CA 90210	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NOTEPAD

INSURED'S NAME **Gruen Associates ****

**GRUEN-1
OP ID: RY**

**PAGE 2
DATE 07/18/13**

**Gruen Associates, A Partnership of Corporations, Michael A. Enomoto, Inc.; Larry Schlossberg, Inc.; Debra Gerod, Inc., Ashok Vanmali, Inc.
*Continuing coverage is contingent upon timely payment of premiums by insured.

NOTEPAD:

HOLDER CODE CITYOBH
INSURED'S NAME Gruen Associates **

GRUEN-1
OP ID: RY

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DATE 07/18/13

in the policy language.