



## AGENDA REPORT

**Meeting Date:** April 22, 2014  
**Item Number:** E-13  
**To:** Honorable Mayor & City Council  
**From:** Donielle Kahikina, Project Manger  
**Subject:** APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MLA GREEN, INC., DBA MIA LEHRER & ASSOCIATES FOR DESIGN SERVICES RELATED TO RESTORATION OF BEVERLY GARDENS PARK FOOTHILL BLOCKS; AND  
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$76,745 TO MLA GREEN, INC., DBA MIA LEHRER & ASSOCIATES FOR DESIGN SERVICES  
**Attachments:** 1. Agreement

---

### **RECOMMENDATION**

Staff recommends that the City Council move to approve an agreement with MLA Green, Inc., DBA Mia Lehrer & Associates for consulting landscape architectural services related to Beverly Gardens Park, and approve a Purchase Order in the amount of \$76,745 for design services. The total compensation for all services under this agreement is comprised of a fee of \$70,745, including reimbursable expenses and an additional \$6,000 for contingencies.

### **INTRODUCTION**

This agreement with Mia Lehrer & Associates provides for the design of Beverly Gardens Park, block #9, between Elm Drive and Foothill Road, and block #10, between Foothill Road and Alpine Drive, from design development through the construction document and bidding phase.

### **DISCUSSION**

On December 6, 2011, the City Council was presented by staff with a preliminary concept of a privately funded Beverly Gardens Park restoration proposal, and on January 24, 2012 was formally presented with a proposal for the same by Beverly Hills philanthropist Steven Gordon. City Council was unanimously supportive of Mr. Gordon's

interests in pursuing the project. Local landscape architectural firm, Mia Lehrer & Associates was retained by Mr. Gordon, in coordination with the City, to develop a conceptual design for the project.

The City Council, in July 2012 provided direction to proceed with the first phase of restoration of the Beverly Gardens Park Lily Pond restoration project, which included reintroduction of the lily pond in front of the historic Beverly Hills sign. Contracts for this work were awarded by City Council on August 20, 2013 and the construction of this phase was completed in January 2014. Mr. Gordon funded the design through construction documents for this phase of the work.

Since the completion of phase one, additional fundraising activities facilitated by Mr. Gordon have resulted in additional monies raised to be directed toward the renovation of the two blocks flanking Foothill Road between Elm Drive and Alpine Drive (block #9 and block #10).

This Agreement with Mia Lehrer & Associates will provide for the design of the two blocks from the design development phase through the construction document and bidding phase. Future services for construction administration to ensure the work is executed according to the approved plans would be submitted for approval upon an award of a construction contract.

The fee proposal for the above services is \$64,245. In addition, a contingency of \$6,000 for unforeseen conditions and reimbursable expenses of \$6,500 are included in the proposed agreement. The total compensation under this amendment is not to exceed \$76,745.

### **FISCAL IMPACT**

On March 4, 2014 City Council accepted \$100,000 from the Beverly Hills Community Charitable Foundation and appropriated the same to the Beverly Gardens Park Renovation Project. Concurrently, City Council authorized the release and appropriation of \$100,000 of the \$750,000 matching funds that Council had approved from General Fund balance on December 17, 2013. The balance available of \$200,000 will cover the aforementioned construction document phase.

Staff has been advised that receipt of funds through a pending donation for the subject blocks will be more than sufficient to cover all estimated costs associated with the construction of the designed improvements for these two blocks. Staff will bring the project back for City Council's approval to solicit bids upon completion of the construction documents and receipt of the pledged funds.

David E. Lightner  
Approved By



# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MLA GREEN, INC., DBA MIA LEHRER & ASSOCIATES FOR DESIGN SERVICES RELATED TO RESTORATION OF BEVERLY GARDENS PARK FOOTHILL BLOCKS

NAME OF CONSULTANT: MLA GREEN, INC., DBA MIA LEHRER & ASSOCIATES

RESPONSIBLE PRINCIPAL OF CONSULTANT: Mia Lehrer, President

CONSULTANT'S ADDRESS: 3780 Wilshire Blvd., Suite 250  
Los Angeles, CA 90010  
Attention: Mia Lehrer, President

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

COMMENCEMENT DATE: April 22, 2014

TERMINATION DATE: December 31, 2015, unless extended pursuant to Section 2 of the Agreement

CONSIDERATION: Not to exceed \$64,245.00, as more particularly described in Exhibit B

Reimbursables not to exceed \$6,500.00

Contingency not to exceed \$6,000.00

Total amount not to exceed of \$76,745.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MLA GREEN, INC., DBA MIA LEHRER & ASSOCIATES FOR DESIGN SERVICES RELATED TO RESTORATION OF BEVERLY GARDENS PARK FOOTHILL BLOCKS

THIS AGREEMENT is made by and between the CITY of Beverly Hills (hereinafter called "CITY"), and MLA Green, Inc., DBA Mia Lehrer & Associates (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, 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 Services. 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) 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 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.

(a) Indemnity for Design Professional Services. In connection with its design professional services, CONSULTANT shall 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 (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, 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, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 12(a), 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 Section 12 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. 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 15. 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 16. 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 17. CITY's Responsibilities. 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. CITY shall provide the project program, project requirements, technical and legal information about the site as required by the CONSULTANT for the performance of the work. This information shall be supplied to CONSULTANT prior to commencement of any work.

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 \_\_\_\_\_ 2014, at Beverly Hills, California.

CITY OF BEVERLY HILLS,  
A Municipal Corporation

\_\_\_\_\_  
LILI BOSSE  
Mayor of the CITY of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
CITY Clerk

CONSULTANT: MLA GREEN, INC.,  
DBA MIA LEHRER & ASSOCIATES

\_\_\_\_\_  
MIA LEHRER  
President

\_\_\_\_\_  
HOLLY KUWAYAMA  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
LAURENCE S. WIENER  
CITY Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY C. KOLIN  
CITY Manager

\_\_\_\_\_  
DAVID LIGHTNER  
Deputy CITY Manager/Director of Capital  
Assets

\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A SCOPE OF WORK

CONSULTANT, under the direction of the CITY'S Project Manager, shall perform the following landscape architectural design services in connection with the Foothill Gardens located at Block 9 (Elm Drive to Foothill Road) and Block 10 (Foothill Road to Alpine Drive) at the Beverly Gardens Park.

### PROJECT DESCRIPTION

Beverly Gardens Park is CITY's most visible expanse of green space comprised of 22 blocks of parks. Built in 1907, the parks feature fountains, sculptures, pergolas, specialty plant collections including roses, cactus, and palms; connected by a tree lined DG walking path.

This scope of services is for block #9 located between Foothill Road and Elm Drive and block #10 between Alpine Drive and Foothill Road of Beverly Gardens Park located in CITY.

### Site Information

CITY shall supply to CONSULTANT all available documents describing the project. Information shall include topographic surveys, development conditions and CITY requirements as applicable prior to the start of the work. Previous design documents shall be supplied in AutoCAD format for the consultant's use.

### SCOPE OF SERVICES

CONSULTANT shall proceed with the work of each phase only upon authorization by the CITY.

### Design Development

CONSULTANT shall refine the design with particular attention to the interface between the site work and the buildings. Certain elements of the site design may be incorporated in other consultant's documents. CONSULTANT's work shall include:

1. Demolition/relocation plans and outline specifications of hardscape and planting materials to be removed and/or relocated.
2. Development of layout plans, material selections, site furnishings, preliminary details, sections/elevations and outline specifications for typical landscape areas and features. Layout and materials drawings to be prepared by CONSULTANT.
3. Preparation of preliminary irrigation drawings and outline specifications for new or modified planting areas with proposed mainline crossing at road areas and coordination with Civil Engineer. Irrigation recommendations to be in coordination with the Proposition A improvements. Irrigation drawings to be prepared by CONSULTANT.
4. Planting plans, preliminary details and outline specifications depicting the general layout of planting by plant character, growth characteristics and size. Planting drawings to be prepared by CONSULTANT.
5. Lighting plans, details and outline specifications for pathway lighting and accent lighting for specimen trees and sculptures. Includes selection of proposed light fixtures to be utilized throughout the park in future phases; electric lighting calculations as required with

landscape and electric design. Lighting Consultant shall coordinate with Electrical Engineer.

6. Fountain plan drawings for a turn key basin for the renovated fountain at (block 10).
7. Development of grading and drainage plans, preliminary details, sections/elevations and outline specifications for typical site areas and features prepared by Civil Engineer.
8. Electrical plans drawings, details and outline specifications for pathway lighting, accent lighting for specimen trees prepared by MEP Engineer.
9. Update of Opinion of Probable Costs by Pre-Construction Consultant and review with CITY and the CITY to confirm project funding and revised Opinion of Probable Costs.
10. Attendance at up to five (5) meetings with CITY and/or CONSULTANT and/or its sub consultants to coordinate the design and technical issues related to the site work. Meetings to be coordinated by Landscape Architect.
11. Present at one (1) city council meeting and one (1) parks and recreation commission meeting.
12. Coordination with CITY staff including Department of Public Works, Building & Safety, Engineering, Planning and other departments as requested of the CITY, Steven Gordon Family Foundation staff, Friends of Beverly Gardens, and sub-consultants.

#### Construction Documents

Following the approval of the Design Development drawings and the cost estimate by CITY, CONSULTANT shall prepare construction documents to be used as the basis for soliciting bids from contractors for the actual construction of the project. CONSULTANT's work shall include:

1. Preparation of working drawings showing the following information:
  - A. Planting Plan to include the number, location, species and size of all plants and planting details.
  - B. Irrigation Plan downstream from the point of connection, including the location of main lines, laterals, heads, valves, and controller. Irrigation details for the system from the point of connection.
  - C. Layout plan showing the location of paving areas, curbs, gates, fences and site furniture.
  - D. Site construction details, enlarged plans, sections and elevations for paving, curbs, and other hardscape elements.
  - E. Fountain plan drawings for a turn key basin utilizing details and drawings from the vendor for the renovated fountain at (block 10).
  - F. Lighting plans with final lighting fixture schedule, general conditions, specification, cuts and/or detail drawings. A revised electric lighting calculation of illuminances for verification of lighting design concepts. Assistance with coordination of lighting design with landscape and electrical design.
  - G. Civil drawings with horizontal and vertical location and size of existing on-site utilities as determined from available record drawings and/or site surveys. Drainage and grading aspects related to fountain water supply. The drawings exclude electronic or pothole utility investigation or survey.

- H. MEP drawings with electrical plans, details and specifications. Electric drawings to finalize electrical load calculations with requirements for electrical service, correspondence to SCE of additional loads being added to the existing services.
  - I. Specifications for items 1.A – 1.I in collaboration with CITY staff.
2. Attend up to three (3) meetings with CITY, CONSULTANT and/or its sub consultants to review the progress of the construction documents and discuss design, coordination, and cost issues.
  3. Coordinate with CITY staff including Department of Public Works, Building & Safety, Engineering, Planning and other departments as requested of the CITY, Steven Gordon Family Foundation staff, Friends of Beverly Gardens, and sub-consultants.

#### Plan Check and Bidding

CONSULTANT shall assist CITY in attempting to obtain permits and bids and assure compliance with the construction documents. It is assumed the project will be put out to bid by CITY and the process will be overseen by the CITY Office of Project Administration.

As a part of this work the CONSULTANT may:

1. In consultation with CITY Staff, submit construction document package to CITY for a streamlined permitting process and project approvals.
2. Revise the construction document package for the CITY to meet project budget requirements.
3. Attend a bidding meeting with invited contractors for project.
4. Respond to Requests for Information during the bidding process.
5. Coordinate with CITY staff including Department of Public Works, Building & Safety, Engineering, Planning and other departments as requested of the CITY, Steven Gordon Family Foundation staff, Friends of Beverly Gardens, and sub-consultants.

#### Construction Administration

During construction the CONSULTANT shall assist CITY in attempting to assure compliance with the Construction Documents and address problems that may emerge during construction. As a part of this work CONSULTANT may:

1. Select and tag plant materials at place of growth and/or approve the plant material at the site for conformance to the specifications. Maximum of 2 nursery visits.
2. Review and distribution of product submittals and shop drawings.
3. Issue Addenda and Bulletins as required during the construction.
4. Attend OAC meetings with the construction manager and the CITY.
5. Provide site visits during the landscape construction phase to determine whether the construction of site elements and installation of the planting and irrigation the project are proceeding in accordance with the CONSULTANT's design intent and the contract documents. On the basis of observations at the site the CONSULTANT may recommend rejection of work for failure to conform to the contract documents.
6. Provide project walk through following construction and develop a punch list for project completion.

7. Attendance at monthly meetings with the Steven Gordon Family Foundation staff, Friends of Beverly Gardens and CITY.
8. Coordination with CITY staff including Department of Public Works, Building & Safety, Engineering, Planning and other departments as requested of the CITY, Steven Gordon Family Foundation staff, Friends of Beverly Gardens, and sub-consultants.

#### Fundraising Support

CONSULTANT is available to support fundraising activities by attending special meetings with key stakeholders and participating in donor relations meetings. CONSULTANT can provide a maximum of two meetings per month.

The following services are not included within the scope of this Agreement:

1. Provision of topographic and bounty surveys, legal descriptions of the property, soils testing, civil, structural, mechanical, electrical engineering or other engineering services.
2. Revisions to the CITY approved design or construction documents after 50% completion when such revisions arise out of a decision by CITY to modify the project program or budget and when such revisions are not the result of actions by the CONSULTANT or could not have reasonably been foreseen by the CONSULTANT.
3. Preparation of additional fundraising graphic materials or presentation models.

If CITY requests these services or other services not described in the Scope of Services; and if CONSULTANT consents to perform them, they will be performed as Extra Services upon execution of a written amendment to the Agreement. The City Manager may execute on behalf of CITY on amendment to modify the scope which does not exceed \$50,000. Compensation shall be mutually agreed upon based on the rates set forth in Exhibit B.

The Project team shall include the following sub-consultants:

Landscape Architect and Lead CONSULTANT  
MIA LEHRER + ASSOCIATES  
Mia Lehrer, Michelle Sullivan, Holly Kuwayama  
3780 Wilshire Boulevard, Suite 250  
Los Angeles, CA 90010  
213/384-3844  
[www.mlagreen.com](http://www.mlagreen.com)

Lighting Designer  
JOHN BRUBAKER ARCHITECTURAL  
LIGHTING CONCEPTS  
7035 Macapa Drive  
Los Angeles, CA 90068  
323/874-9849  
[jblg@pacbell.net](mailto:jblg@pacbell.net)  
<http://www.john-brubaker-architectural-lighting-consultants.net/>  
Electrical Engineer  
TURPIN & RATTAN ENGINEERING  
Ken Kraut  
2441 Honolulu Avenue, Suite 200

Montrose, CA 91020-1823  
818/249-1467  
kkraut@treila.com  
www.treisd.com

Civil Engineer  
BARBARA L. HALL, P.E., INC.  
Barbara L. Hall, P.E.  
318 West Evergreen Avenue  
Monrovia, CA 91016  
626/256-3220  
barbara\_hall@blhallinc.com

EXHIBIT B  
SCHEDULE OF PAYMENT AND RATES

CITY agrees to compensate CONSULTANT for the work described in Exhibit A in an amount not to exceed \$76,745.00 as more fully detailed below:

FEES FOR PROFESSIONAL SERVICES

| Compensation:                 | Not to exceed:        |
|-------------------------------|-----------------------|
| Topographical Survey          | \$4,000.00 (2 blocks) |
| Design Development            | \$26,820.00           |
| Construction Documents        | \$27,425.00           |
| <u>Plan Check and Bidding</u> | <u>\$6,000.00</u>     |
| TOTAL                         | \$64,245.00           |

REIMBURSABLE EXPENSES

Reimbursable expenses not to exceed \$6,500 are in addition to fees for professional services. Direct costs or reimbursable expenses are billed at cost plus a 15% processing fee and may include:

- A. Copies or reproductions including plots, booklets, reports, and estimates furnished or prepared in connection with this Agreement.
- B. Postage, shipping, delivery and messenger expenses other than first class mail.
- C. Long distance telephone, cellular and teleconference charges.
- D. All travel outside the Los Angeles area including taxis, parking, rental vehicles, public transit costs, meals, hotel, visas, and airfare.
- E. Parking and mileage costs for meetings and site visits.
- F. Fees for sub-consultants as approved in advance by the Client.
- G. Presentation quality perspectives, digital montages or 3-D models and their materials.

CONTINGENCY

For services outside the scope set forth in Exhibit A, CITY shall compensate CONSULTANT in an amount not to exceed \$6,000 based on the hourly rates set forth in Exhibit B.

HOURLY RATES

Mia Lehrer + Associates – Landscape Architecture

President will be billed at \$235.00 per hour, Principal at \$160.00 per hour, and Project Designer at \$100.00.

Barbara L. Hall, P.E., Inc. – Civil

Principal In Charge at \$150 per hour, Project Manager at \$140 per hour, Assistant Civil Engineer at \$100 per hour, Designer at \$85 per hour, Draftsman at \$75 per hour, Two Man Survey Crew at \$225 per hour.

Turpin & Rattan Engineering – Electrical

Principal at \$185 per hour, Professional Engineer at \$165 per hour, Project Manager at \$135 per hour, Senior Designer at \$125 per hour, Designer at \$115 per hour, Senior CADD Technician at \$90 per hour, CADD Technician at \$80 per hour and Administrative Assistant at \$80 per hour.

John Brubaker Architectural Lighting – Lighting Designer  
Principal at \$150 per hour, Design Technician at \$100 per hour.

CONSULTANT shall submit an itemized statement to CITY on a CITY approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service, if appropriate. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.

## EXHIBIT C

### CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

A.

B.

C.

| COMPANY<br>(A.B.C.) | COVERAGE  | POLICY<br>NUMBER | EXPIRATION<br>DATE | B.I. | LIMITS<br>P.D. | AGGREGATE |
|---------------------|---|------------------|--------------------|------|----------------|-----------|
|                     | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> GENERAL LIABILITY<br><input type="checkbox"/> PRODUCTS/COMPLETED PERATIONS<br><input type="checkbox"/> BLANKET CONTRACTUAL<br><input type="checkbox"/> CONTRACTOR'S PROTECTIVE<br><input type="checkbox"/> PERSONAL INJURY<br><input type="checkbox"/> EXCESS LIABILITY<br><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 : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_