



## AGENDA REPORT

**Meeting Date:** May 5, 2015  
**Item Number:** D-7  
**To:** Honorable Mayor & City Council  
**From:** Raj Patel, Assistant Director of Community Development / City Building Official  
**Subject:** APPROVE AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DEGENKOLB ENGINEERS FOR STRUCTURAL ENGINEERING SERVICES TO PROVIDE RECOMMENDATIONS RELATED TO IMPROVING THE SEISMIC PERFORMANCE OF COMMERCIAL AND MULTI-RESIDENTIAL BUILDINGS; AND  
AUTHORIZE A PURCHASE ORDER APPROVAL IN THE AMOUNT OF \$125,000 FOR THESE PROFESSIONAL CONSULTING SERVICES.

**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve an Agreement between the City of Beverly Hills and Degenkolb Engineers for structural engineering consulting services for a total not-to-exceed amount of \$125,000, to identify potentially seismically vulnerable buildings, and to develop recommendations related to improving the seismic performance of commercial and multi-family residential buildings. Staff also recommends that the City Council move to authorize purchase order approval in the amount of \$125,000 for the contracted services. Funds for this agreement were approved in Community Development's operating budget for fiscal year 2014-15.

### **INTRODUCTION**

Staff recommends that Degenkolb Engineers be hired to provide the City with professional structural engineering and consulting services intended to reduce the risk of building damage in a seismic event. This effort is consistent with the City's Hazard Mitigation Plan, and Earthquake Safety Implementation Program.

The scope of work includes field investigations and record searches to identify potentially seismically vulnerable buildings in multi-family residential and commercial

zones. Those buildings include non-ductile concrete buildings, pre-Northridge steel moment frame buildings, and soft-story wood buildings permitted for construction prior to January 1, 1978. The Agreement with Degenkolb Engineers has a period of performance beginning May 18, 2015 through June 30, 2016.

## **DISCUSSION**

Degenkolb Engineering was founded in 1940 and is recognized as a leader in earthquake and structural design. Staff recommends Degenkolb Engineering based on their knowledge of seismic codes and experience in seismic retrofit design. In addition to their ongoing participation in the national development of seismic codes, Degenkolb also recently successfully completed similar type of work the City of Santa Monica and the City of Los Angeles. As Degenkolb's highly qualified team has demonstrated the ability to perform a detailed field and record study of vulnerable buildings in neighboring jurisdictions, staff did not conduct a formal solicitation of Requests for Proposal.

The City will also benefit from the participation of Degenkolb's project manager who is chair of Structural Engineers Association of Southern California (SEAOSC) Existing Building Committee (EBC). In that role, the project manager is currently advising the cities of Los Angeles and Santa Monica on the latest retrofit standards through SEAOSC EBC. Degenkolb also has internal advisors that are involved in the development of National Seismic Evaluation and Retrofit standards such as ASCE 41 (American Society of Civil Engineers) and applicable structural material standards such as ACI (American Concrete Institute) and AISC (American Institute of Steel Construction).

Currently, the City of Beverly Hills has a mandatory retrofit ordinance for unreinforced masonry buildings (URM's). As a result, these types of buildings have been identified and seismically strengthened. Surrounding cities have other mandatory seismic retrofit ordinances that were enacted after the 1994 Northridge Earthquake. As a result of these ordinances, most unreinforced masonry buildings in the region have been retrofitted. The City of Santa Monica has now focused their attention on reducing the seismic risks in other vulnerable building types. In May 2014, Santa Monica required the survey of non-ductile concrete, pre-Northridge steel moment connection and soft story wood-frame buildings deemed vulnerable in earthquakes. The City of Santa Monica is currently completing a survey of concrete and steel and soft story buildings throughout the city. The survey focused on buildings constructed before 1996, which covered hundreds of structures. This inventory of properties was intended to create a "baseline" for the City of Santa Monica officials to understand where they need to focus earthquake safety efforts. The City of Santa Monica is now working closely with the Structural Engineers Association of Southern California (SEAOSC) to update their current seismic ordinances.

The City of Los Angeles partnered with the Structural Engineers Association of Southern California (SEAOSC) and other organizations to develop the "Resilience by Design" report, which outlines their mandatory seismic retrofit program. The report contains recommendations for seismically evaluating and strengthening the city's infrastructure as well as vulnerable commercial and multi-family soft story and non-ductile concrete buildings.

The building identification and inventory work is estimated to be completed by June 2016. After the inventory is complete, staff will return to City Council to provide recommendations and seek direction to develop a seismic ordinance and accompanying

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enforcement efforts, on a mandatory, voluntary, or incentivized basis. Recommendations are expected to be presented by staff for City Council consideration, direction and adoption by June 2016.

**FISCAL IMPACT**

The total Agreement is for an amount not-to-exceed \$125,000. Funds for the engineering and consulting services Agreement and purchase order were budgeted in the fiscal year 2014-15 Community Development Department, Development Services Division operating budget, as approved by the City Council.



\_\_\_\_\_  
Approved By  
Don Rhoads  
Chief Financial Officer



\_\_\_\_\_  
Approved By  
Susan Healy Keene, AICP  
Director, Community Development

Council will be advised if agreement is  
not signed by Tuesday.

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND DEGENKOLB ENGINEERS FOR STRUCTURAL  
ENGINEERING SERVICES TO PROVIDE  
RECOMMENDATIONS RELATED TO IMPROVING THE  
SEISMIC PERFORMANCE OF COMMERCIAL AND  
MULTI-RESIDENTIAL BUILDINGS

NAME OF CONSULTANT: DEGENKOLB ENGINEERS

RESPONSIBLE PRINCIPAL OF CONSULTANT: DAVID R. BONNEVILLE, SE 2355, Senior Principal

CONSULTANT'S ADDRESS: 300 S. Grand Avenue, Suite 1115  
Los Angeles, CA 90071  
Attention: DAVID R. BONNEVILLE, SE 2355, Senior Principal

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

COMMENCEMENT DATE: May 18, 2015

TERMINATION DATE: June 30, 2016

CONSIDERATION: Not to exceed \$ 125,000.00 and further described in  
Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND DEGENKOLB ENGINEERS FOR STRUCTURAL  
ENGINEERING SERVICES TO PROVIDE  
RECOMMENDATIONS RELATED TO IMPROVING THE  
SEISMIC PERFORMANCE OF COMMERCIAL AND  
MULTI-RESIDENTIAL BUILDINGS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and CONSULTANT Engineers, (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 the Commencement Date or upon a written receipt of a 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. (Check the Applicable Box)

(a) Compensation [check applicable provision]

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, based on the hourly rates set forth in Exhibit B.

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.

(b) Expenses [check applicable provision]

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.

*If CITY reimburses for certain expenses in addition to compensation*

CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(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. CITY shall pay CONSULTANT said Consideration in accordance with the method and 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 [check if applicable]

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 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) In connection with the design professional services required by this Agreement, and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify CITY, and its elected officials, officers, employees, designated volunteers, and agents serving as independent contractors in the role of CITY officials, ("Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subconsultants, or agents in the performance of its professional design services under this Agreement.

(b) In connection with all claims not covered by Paragraph (a), and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify Indemnitees from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to CONSULTANT's performance of this Agreement. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of Indemnitees' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section 12 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 12 shall survive termination of the 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 three 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. The 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 \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JULIAN A. GOLD, M.D.  
Mayor of the City of Beverly Hills, California

ATTEST:

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

CONSULTANT: Degenkolb Engineers

\_\_\_\_\_  
DAVID R. BONNEVILLE, SE 2355  
Senior Principal

\_\_\_\_\_  
DANIEL ZEPEDA, SE 5260  
Associate Principal

[Signatures Continue]

APPROVED AS TO FORM:

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LAURENCE S. WEINER  
City Attorney

APPROVED AS TO CONTENT:

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MAHDI ALUZRI  
Interim City Manager

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SUSAN HEALY KEENE, AICP  
Director of Community Development

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KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

CONSULTANT shall perform the following services:

Work with staff to provide recommendations related to seismically vulnerable buildings in CITY.

Identify and create an inventory of seismically vulnerable buildings in multi-family residential and commercial zones of CITY including:

- o Non-ductile concrete buildings
- o Pre-Northridge steel moment frame buildings
- o Soft-story wood buildings

This Scope of Work in Exhibit A is intended to cover work to be completed for the development of the CITY's recommendations for commercial and multi-family buildings.

#### **Vulnerable Building Identification and Inventory**

In order to approximate the level of effort required to survey the necessary areas, CONSULTANT shall utilize streamlined data collection, management, and reporting techniques through the use of a mobile application.

The versatility of the application, will also allow CONSULTANT the ability to customize the data around specific CITY requests. Specific data fields will be discussed, prior to the beginning of the survey.

Aside from understanding the speed in which data is collected, it is also necessary that to understand the extent of the survey. This will be accomplished by using Google Earth in combination with the Zoning Map that can be downloaded from CITY's webpage. Multi-family residential and commercial zones will be identified and the total street lengths required to be surveyed will be estimated. Preliminary results using this technique yield the following:

| <b>ZONE</b>  | <b>APPROXIMATE MILES</b> |
|--------------|--------------------------|
| COMMERCIAL   | 10 miles                 |
| MULTI-FAMILY | 13 miles                 |
| <b>TOTAL</b> | <b>23 miles</b>          |

In addition to the time allowed for surveying the streets of CITY, time will be allowed for researching CITY records to verify Non-ductile concrete and Pre-Northridge steel moment frame buildings. It is noted that CONSULTANT is intending to survey concrete and steel buildings that were permitted prior to the year 2000. Permit date threshold that will be affected by the proposed ordinance will be evaluated and determined upon further development of the program. Based on preliminary research and size of CITY, it is expected that there are approximately 200 Non-ductile concrete and Pre-Northridge steel moment frame buildings in the CITY and approximately 800 soft story wood buildings. It is estimated that one (1) to two (2) hours is required to research each Non-ductile concrete and Pre-Northridge steel moment frame

building. It is not expected that soft story wood buildings will require document research since they can be visually identified from the initial walking survey.

### **Tasks & Deliverables**

1. Attend Kick-off meeting with CITY to identify overall process and milestones.
2. Prepare a public notification release letter outlining the Mandatory Seismic Retrofit Program that can be placed on CITY's website and local cable television upon CITY request. CONSULTANT anticipates CITY department will upload the letter to the CITY's website.
3. Survey the streets of CITY using a mobile database application in order to identify potential Non-ductile concrete buildings, Pre-Northridge Steel moment frame buildings and soft story wood buildings. The survey will be limited to multi-family residential and commercial zones. The electronic database is expected to include the following fields but can be customized per CITY's request:
  - a) Building Address/Name
  - b) GPS Coordinates
  - c) Building Type (Occupancy and Structural System)
  - d) Original Permit Year and/or Construction Year (For Non-Ductile Concrete and Pre-Northridge Steel Moment Frame Buildings, if available.)
  - e) Permit Year and/or Construction Year for major seismic strengthening or repair (For Non-Ductile Concrete and Pre-Northridge Steel Moment Frame Buildings, if available.)
  - f) Number of Stories
  - g) Building Area (For Non-Ductile Concrete and Pre-Northridge Steel Moment Frame Buildings, if available.)
  - h) Photographs
  - i) Physical Condition
  - j) Visually Observed Deficiencies (Structural and Non-Structural)
4. Issue preliminary list of potential seismically vulnerable buildings to CITY for review and comment.
5. Meet with CITY to discuss the preliminary list and identify the method of CITY record research. It is expected that the CITY will provide CONSULTANT's Seismic Retrofit Program team access to CITY's records for purposes of conducting related research. Computer training will be provided by CITY as necessary in order to allow CONSULTANT's team the ability to access relevant building information.
6. Verify potential Non-ductile concrete and Pre-Northridge steel moment frame buildings against CITY records.
7. Meet with the CITY to discuss CITY record findings.
8. Issue final draft database of potential seismically vulnerable buildings listed above. Data shall be compiled and formatted using Microsoft Access into a printable summary page per building. Raw data (i.e. not formatted), with GPS coordinates and photos, shall be provided to the CITY building department to integrate in their database. Data and photos shall be available in the following formats (if requested) for current and future use by the CITY.

- a) CSV (.csv)
- b) Excel XLSX (.xlsx)
- c) ESRI File Geodatabase (.gdb)
- d) ESRI Shapefile (.shp)
- e) SpatiaLite (.sqlite)
- f) SQLite (.sqlite)
- g) PostGIS (.sql)
- h) KML (.kml)
- i) GeoJSON (.json)
- j) Adobe (.pdf)

- 9. Issue final draft letter report indicating extents and limitations of the survey.
- 10. Meet with City Council to present findings. The meeting shall include an in-person comprehensive Power Point presentation prepared and presented by CONSULTANT. The presentation shall provide the necessary background as well as a summary of findings and proposed next steps.
- 11. Prepare and issue City Council Staff Report or Agenda Report as determined by the CITY one month prior to the expected City Council meeting.

**EXHIBIT B  
SCHEDULE OF PAYMENT AND RATES**

CITY shall pay CONSULTANT for the performance of all services required by this Agreement as follows:

| TASK                                | NOT TO EXCEED FEE |
|-------------------------------------|-------------------|
| Vulnerable Building Identification  | \$124,170         |
| Reimbursable Expenses not-to-exceed | \$ 830            |
| <b>Total</b>                        | <b>\$125,000</b>  |

and based on hourly rates set forth in the Rate Schedule below. Payment for reimbursable expenses reasonably related to the performance of services under the Agreement shall be subject to the prior written approval of CITY Staff.

| <b>VULNERABLE BUILDING IDENTIFICATION</b>         |                  |                     |                    |                             |                            |                            |                   |
|---|------------------|---------------------|--------------------|-----------------------------|----------------------------|----------------------------|-------------------|
| TASK  | Fee Rate         |                     |                    |                             |                            |                            | Task Subtotal     |
|   | Project Advisor  | Principal in Charge | Project Manager    | Eng. Team: Project Engineer | Eng. Team: Design Engineer | Eng. Team: Design Engineer |                   |
|   | \$ 245           | \$ 245              | \$ 205             | \$ 175                      | \$ 160                     | \$ 160                     |                   |
| Scoping and Identification of City Extents        |                  | 1                   | 4                  | 4                           | 4                          | 4                          | \$ 3,045          |
| City Meeting to Kick Off Project                  |                  |                     | 4                  | 4                           |                            |                            | \$ 1,520          |
| Set Up Initial Database                           |                  |                     | 1                  | 4                           | 8                          | 8                          | \$ 3,465          |
| Walking Survey (Walk 23miles)                     | 4                | 4                   | 80                 | 80                          | 80                         | 80                         | \$ 57,960         |
| Driving Survey (8hrs)                             |                  |                     | 8                  | 8                           | 8                          | 8                          | \$ 5,600          |
| Initial Post Processing                           |                  |                     | 1                  | 2                           | 8                          | 8                          | \$ 3,115          |
| City Meeting to Discuss Preliminary Building List |                  |                     | 4                  | 4                           |                            |                            | \$ 1,520          |
| Document/Record Research (200 Buildings )         |                  | 4                   | 20                 | 80                          | 50                         | 50                         | \$ 35,080         |
| Draft List (Post Processing)                      |                  |                     | 1                  | 4                           | 12                         | 12                         | \$ 4,745          |
| City Meeting to Discuss Research                  |                  |                     | 4                  | 4                           |                            |                            | \$ 1,520          |
| Draft Letter                                      |                  |                     | 8                  | 8                           | 4                          | 4                          | \$ 4,320          |
| City Council Meeting                              |                  |                     | 4                  | 4                           |                            |                            | \$ 1,520          |
| City Council Staff Report                         |                  |                     | 2                  | 2                           |                            |                            | \$ 760            |
| <b>Total Hrs.:</b>                                | <b>4</b>         | <b>9</b>            | <b>141</b>         | <b>208</b>                  | <b>174</b>                 | <b>174</b>                 | <b>710</b>        |
| <b>Subtotal:</b>                                  | <b>\$ 980.00</b> | <b>\$ 2,205.00</b>  | <b>\$28,905.00</b> | <b>\$36,400.00</b>          | <b>\$27,840.00</b>         | <b>\$ 27,840.00</b>        | <b>\$ 124,170</b> |

## **SCHEDULE OF PAYMENT**

CONSULTANT shall submit an itemized statement to CITY for its services performed on a form approved by CITY, which shall include documentation setting forth in detail a description of the services rendered, hours of service, and reimbursable expenses. CITY shall pay CONSULTANT the undisputed amount of such billing within thirty (30) days receipt of the 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 P.D. | AGGREGATE |
|---------------------|--|------------------|--------------------|------|-------------|-----------|
|                     | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> GENERAL LIABILITY<br><input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS<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

AGENCY : \_\_\_\_\_ TITLE : \_\_\_\_\_  
 \_\_\_\_\_  
 Address : \_\_\_\_\_  
 \_\_\_\_\_