



AGENDA REPORT

Meeting Date: June 8, 2015
Item Number: E-13
To: Honorable Mayor & City Council
From: Raj Patel, Assistant Director of Community Development / City Building Official
Subject: APPROVALS RELATED TO 9900 WILSHIRE BLVD. PROJECT CONSULTANT AGREEMENTS AND PURCHASE ORDERS DESCRIBED HEREIN:

A. AMENDMENT NO. 1 TO AN AGREEMENT WITH VENEKLASEN ASSOCIATES, INC. FOR ENVIRONMENTAL ACOUSTICAL SERVICES; AND

APPROVAL TO OBTAIN A PURCHASE ORDER IN THE AMOUNT OF \$9,000 FOR A NOT TO EXCEED AMOUNT OF \$58,500.

B. AMENDMENT NO. 1 TO AN AGREEMENT WITH PCR SERVICES, INC. FOR VIBRATION CONSULTING AND MONITORING SERVICES DURING CONSTRUCTION; AND

APPROVAL TO OBTAIN A PURCHASE ORDER IN THE AMOUNT OF \$15,200 FOR A NOT TO EXCEED AMOUNT OF \$65,100.

C. AMENDMENT NO. 1 TO AN AGREEMENT WITH ENVIRON INTERNATIONAL CORP. FOR CONSULTING SERVICES RELATED TO AMBIENT AIR PARTICULATE MATTER MONITORING SERVICES; AND

APPROVAL TO OBTAIN A PURCHASE ORDER IN THE AMOUNT OF \$74,520 FOR A NOT TO EXCEED AMOUNT OF \$163,375.

Attachments:

- 1. Amendment**
- 2. Amendment**
- 3. Amendment**

ITEM A. AMENDMENT NO. 1 TO AN AGREEMENT WITH VENEKLASEN ASSOCIATES, INC. FOR ENVIRONMENTAL ACOUSTICAL SERVICES FOR 9900 WILSHIRE BOULEVARD PROJECT – PHASE I; AND

APPROVAL TO OBTAIN A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$9,000 FOR A NOT TO EXCEED AMOUNT OF \$58,580

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 1 to the Agreement between the City of Beverly Hills and Veneklasen Associates, Inc. for environmental acoustical monitoring services for the 9900 Wilshire Blvd. project; and approve the change purchase order for these services for a not-to-exceed amount of \$58,580. Funds for this consultant are fully paid for by the developer as required by the project Conditions of Approval.

INTRODUCTION

The selection of Veneklasen Associates, Inc. was reviewed and jointly agreed to by the Beverly Hills Unified School District and the City to provide environmental acoustical monitoring services. The current Agreement No. 288-14 was for the scope of work completed during the period April 24, 2014 and January 2, 2015. The Agreement was executed for a not-to-exceed amount of \$49,580, under the City Manager's signature authority. The very limited scope of work during the demolition phase of the project and allowed for a maximum number of monitoring hours during the period of performance. Due to a change in construction schedule, the work continued until January 31, 2015. This Amendment covers an added scope of work and services for the period; totaling \$9,000, increasing the total not-to-exceed amount for the Agreement to \$58,580.

DISCUSSION

The recommended Amendment No. 1 and purchase order change for Veneklasen Associates, Inc. for environmental acoustical monitoring services covers work completed beyond the original scope of work from January 3 – January 31, 2015. The additional scope of work increases the total not-to-exceed Agreement amount to \$58,580. In order to remain in compliance with the project "Conditions of Approval," the environmental acoustical monitoring consultant team is required to be on-site during all phases of demolition and construction. To prevent a delay in the construction schedule the consultant was retained and continued to work for an extended period of time, beyond the original scope of work.

During January 3 – January 31, 2015, Veneklasen Associates, Inc. completed noise monitoring of construction activities relative to any noise impact on El Rodeo Middle School (Beverly Hills Unified School District) and the residential properties in the immediate vicinity as per the requirements of the "Conditions of Approval" for the 9900 Wilshire Boulevard project. Additional services included providing equipment for monitoring noise at two sensitive locations and four additional reports and were not included in the original scope of work. Their site monitoring and data reporting services are billed at an hourly rate and the invoice for the services rendered during that extended period of time is \$9,000.

The 9900 Wilshire Boulevard project demolition and excavation were completed in January 2015. The final element of demolition and excavation requires soil compaction, which is on-going, estimated to be complete by November 2015. Staff is currently working with the site developers to establish a life-of-project schedule.

FISCAL IMPACT

There is no fiscal impact to the City as a result of the approval of this Amendment No. 1 to Agreement No. 288-14 and change purchase order. All costs associated with the performance of these specialized professional consulting services are paid by the developer of the 9900 Wilshire Boulevard project site.

ITEM B. AMENDMENT NO. 1 TO AN AGREEMENT WITH PCR SERVICES CORPORATION FOR VIBRATION CONSULTING AND MONITORING SERVICES DURING CONSTRUCTION OF THE 9900 WILSHIRE BOULEVARD PROJECT; AND APPROVAL TO OBTAIN A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$15,200 FOR A NOT TO EXCEED AMOUNT OF \$65,100

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 1 to the Agreement between the City of Beverly Hills and PCR Services Corporation for vibration consulting and monitoring services for the 9900 Wilshire Blvd. project; and approve the change purchase order for these services for a not-to-exceed amount of \$65,100. Funds for this consultant are fully paid for by the developer as required by the Project Conditions of Approval.

INTRODUCTION

The selection of PCR Services Corporation was reviewed and jointly agreed to by the Beverly Hills Unified School District and the City to provide vibration consulting and monitoring services. The current Agreement No. 181-14 was for the scope of work completed during the period May 1, 2014 and August 5, 2014. The Agreement was executed for a not-to-exceed amount of \$49,900, under the City Manager's signature authority. The very limited scope of work during the demolition phase of the project and allowed for a maximum number of monitoring hours during the period of performance. Due to a change in construction schedule, the work continued until January 31, 2015. This Amendment covers an added scope of work and services for the period; totaling \$15,200, increasing the not-to-exceed amount of the Agreement to \$65,100.

DISCUSSION

The recommended Amendment No. 1 and purchase order change for PCR Services Corporation for vibration monitoring services covers work completed beyond the original scope of work from August 6, 2014 – January 31, 2015. The additional scope of work increases the total not-to-exceed Agreement amount to \$65,100. In order to remain in compliance with the project "Conditions of Approval," the vibration monitoring consultant team is required to be on-site during all phases of demolition and construction. To prevent a delay in the construction schedule the consultant was retained and continued to work for an extended period of time, beyond the original scope of work.

From August 6, 2014 – January 31, 2015, PCR Services Corporation completed vibration monitoring of construction activities relative to any impact on El Rodeo Middle School (Beverly Hills Unified School District) and the residential properties in the immediate vicinity as per the requirements of the "Conditions of Approval" for the 9900 Wilshire Boulevard project. Additional services included providing equipment for monitoring vibration and reporting of data that were not included in the original scope of work. Their site monitoring and data reporting services are billed at an hourly rate and the invoice for the services rendered during that extended period of time is \$15,200.

The 9900 Wilshire Boulevard project demolition and excavation were completed in January 2015. The final element of demolition and excavation requires soil compaction, which is on-going, estimated to be completed by November 2015. Staff is currently working with the site developers to establish a life-of-project schedule.

FISCAL IMPACT

There is no fiscal impact to the City as a result of the approval of this Amendment No. 1 to Agreement No. 181-14 and Purchase Order. All costs associated with the performance of these specialized professional consulting services are paid by the developer of the 9900 Wilshire Boulevard project site.

ITEM C. AMENDMENT NO. 1 TO AN AGREEMENT WITH ENVIRON INTERNATIONAL CORP. FOR CONSULTING SERVICES RELATED TO AMBIENT AIR PARTICULATE MATTER MONITORING SERVICES AT 9900 WILSHIRE BOULEVARD PROJECT; AND

APPROVAL TO OBTAIN A PURCHASE ORDER IN THE AMOUNT OF \$74,520 FOR A NOT TO EXCEED AMOUNT OF \$163,375

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 1 to the Agreement between the City of Beverly Hills and Environ International Corporation (Corp.) for particulate matter monitoring services for the 9900 Wilshire Blvd. project; and approve the change purchase order for these services for a not-to-exceed amount of \$163,375. Funds for this consultant are fully paid for by the developer as required by the Project Conditions of Approval.

INTRODUCTION

The selection of Environ International Corp. was reviewed and jointly agreed to by the Beverly Hills Unified School District and the City to provide air particulate matter monitoring services. The current Agreement No. 157-14 was for the scope of work completed during the period May 1, 2014 and August 5, 2014. The Agreement was executed for a not-to-exceed amount of \$88,855.00 and approved by City Council on April 22, 2014.

The very limited scope of work during the demolition phase of the project and allowed for a maximum number of monitoring hours during the period of performance. Due to a change in construction schedule, the work continued until January 31, 2015. This Amendment covers an added scope of work and services for the period; totaling \$74,520 increasing the total not-to-exceed Agreement amount to \$163,375.

DISCUSSION

The recommended Amendment No. 1 and purchase order change for Environ International Corp. for air particulate matter monitoring services covers work completed beyond the original scope of work from May 1, 2014 – January 31, 2015. The additional scope of work increases the total not-to-exceed Agreement amount to \$163,375. In order to remain in compliance with the project "Conditions of Approval," the vibration monitoring consultant team is required to be on-site during all phases of demolition and construction. To prevent a delay in the construction schedule the consultant was retained and continued to work for an extended period of time, beyond the original scope of work.

From May 1, 2014 – January 31, 2015, Environ International Corp. completed air particulate matter monitoring of construction activities relative to any impact on El Rodeo Middle School (Beverly Hills Unified School District) and the residential properties in the immediate vicinity as per the requirements of the "Conditions of Approval" for the 9900 Wilshire Boulevard project. Additional services included providing solar power equipment and panels for monitoring air particulate matter and the reporting of data that were not included in the original scope of work.

Their site monitoring and data reporting services are billed at an hourly rate and the invoice for the equipment rental and services rendered during that extended period of time is \$74,520.

The 9900 Wilshire Boulevard project demolition and excavation were completed in January 2015. The final element of demolition and excavation requires soil compaction, which is on-going, estimated to be completed by November 2015. Staff is currently working with the site developers to establish a life-of-project schedule.

FISCAL IMPACT

There is no fiscal impact to the City as a result of the approval of this Amendment No. 1 to Agreement No. 157-14 and a change purchase order. All costs associated with the performance of these specialized professional consulting services are paid by the developer of the 9900 Wilshire Boulevard project site.



Approved By
Susan Healy Keene, AICP
Director, Community Development

Attachment 1

AMENDMENT NO. 1 TO AN AGREEMENT WITH
VENEKLASEN ASSOCIATES, INC. FOR ENVIRONMENTAL
ACOUSTICAL SERVICES FOR 9900 WILSHIRE
BOULEVARD PROJECT – PHASE I

NAME OF CONSULTANT: Veneklasen Associates, Inc.

RESPONSIBLE PRINCIPAL Steve Martin, Ph.D., P.E., Senior Associate

CONSULTANT'S ADDRESS: 1711 Sixteenth Street
Santa Monica, California 91101
Attention: Steve Martin, Ph.D., P.E., Senior Associate

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Vincent Chee, Civil Engineer,
P.E.

COMMENCEMENT DATE: April 24, 2014

TERMINATION DATE: June 30, 2015

CONSIDERATION: Original Agreement: Not to exceed \$49,580
based on the rates set forth in Exhibit B

Amendment No. 1: Not to exceed \$9,000 as
more specifically described in Exhibit A
(includes reimbursable expenses)

Original Agreement and Amendment No. 1:
Total not to exceed \$58,580

AMENDMENT NO. 1 TO AN AGREEMENT WITH
VENEKLASEN ASSOCIATES, INC. FOR ENVIRONMENTAL
ACOUSTICAL SERVICES FOR 9900 WILSHIRE
BOULEVARD PROJECT – PHASE I

This Amendment No. 1 is to that certain Agreement dated June 24, 2014 and identified as Contract No. 288-14 (the “Agreement”), between the City of Beverly Hills, a municipal corporation (“CITY”), and Veneklasen Associates, Inc., (hereinafter called “CONSULTANT”) for environmental acoustical services for 9900 Wilshire Boulevard Project – Phase I.

RECITALS

- A. CITY entered into a written agreement with CONSULTANT environmental acoustical services for 9900 Wilshire Boulevard Project – Phase I.
- B. CITY and CONSULTANT desire to amend the scope of work to include additional services and modify the compensation to include such services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination date shall be amended as set forth above.

Section 2. The Consideration shall be amended as set forth above.

Section 3. Exhibit A-1, “Additional Scope of Work” of the Agreement is hereby added to Exhibit A as attached hereto and incorporated herein.

Section 4. Except as specifically amended by this Amendment No. 1, the terms and conditions set forth in the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____ 2015, 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:

BYRON POPE
City Clerk

CONSULTANT: VENEKLASEN ASSOCIATES,
INC.

JAMES GOOD
Managing Principal

GRACIE WDOWIAK
Chief Financial Officer

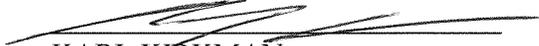
APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager

SUSAN HEALY KEENE, AICP
Director of Community Development



KARL KIRKMAN
Risk Manager

EXHIBIT A-1

ADDITIONAL SCOPE OF WORK

CONSULTANT shall provide additional noise monitoring of construction activities relative to any noise impact on El Rodeo Middle School (Beverly Hills Unified School District) and/or the residential properties in the immediate vicinity of the 9900 Wilshire Boulevard project.

1. Provide noise monitoring equipment to monitor construction activity at two sensitive locations over an additional 28 days.
2. Download the data collected (either in person or remotely) with the monitoring system on a weekly basis and cross-reference the data against any issued complaints.
3. Visit the 9900 Wilshire Boulevard project site to observe the monitoring equipment and document its condition.
4. Provide four (4) additional weekly reports.

PROFESSIONAL FEES

CONSULTANT shall work on an hourly not-to-exceed basis against an estimated maximum fee not to exceed Fifty Eight Thousand Five Hundred Eighty Dollars (\$58,580) as follows:

- | | |
|----------------------------------|-------------|
| • Development of Monitoring Plan | \$ 3,000.00 |
| • Completion of Baseline Survey | \$ 4,000.00 |
| • Monitoring Program | \$51,580.00 |

Attachment 2

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND PCR SERVICES
CORPORATION TO PROVIDE VIBRATION CONSULTING
AND MONITORING SERVICES DURING CONSTRUCTION
OF THE 9900 WILSHIRE BOULEVARD PROJECT

NAME OF CONTRACTOR: PCR Services Corporation

RESPONSIBLE PRINCIPAL Heidi Rous, CPP, Principal, Director of Air Quality, Climate and Acoustics

CONTRACTOR'S ADDRESS: 233 Wilshire Boulevard, Suite 130
Santa Monica, CA 90401
Attention: Heidi Rous, CPP, Principal,
Director of Air Quality, Climate and
Acoustics

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Susan Healy Keene, AICP,
Director of Community Development

COMMENCEMENT DATE: April 24, 2014

TERMINATION DATE: June 30, 2015

CONSIDERATION: Original Agreement: Not to exceed \$49,900
based on the rates set forth in Exhibit B

Amendment No. 1: Not to exceed \$15,200
as more specifically described in Exhibit
A-1 and Exhibit B 1 (includes reimbursable
expenses)

Original Agreement and Amendment No. 1:
Total not to exceed \$65,100

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND PCR SERVICES
CORPORATION TO PROVIDE VIBRATION CONSULTING
AND MONITORING SERVICES DURING CONSTRUCTION
OF THE 9900 WILSHIRE BOULEVARD PROJECT

This Amendment No. 1 is to that certain Agreement dated April 29, 2014 and identified as Contract No. 181-14 (the "Agreement"), between the City of Beverly Hills, a municipal corporation ("CITY"), and PCR Services Corporation, (hereinafter called "CONTRACTOR") to provide vibration measurements / monitoring and engineering consulting services for 9900 Wilshire Boulevard development projects.

RECITALS

A. CITY entered into a written agreement with CONTRACTOR to provide vibration measurements / monitoring and engineering consulting services for the 9900 Wilshire Boulevard development project.

B. CITY and CONTRACTOR desire to amend the scope of work to include additional services in connection with the 9900 Wilshire Boulevard project, and modify the compensation to include such services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth above.

Section 2. Exhibit A-1, "Additional Scope of Work" of the Agreement is hereby added to Exhibit A as attached hereto and incorporated herein.

Section 3. Exhibit B-1, "Additional Schedule of Payment and Rates" is hereby added to Exhibit B as attached hereto and incorporated herein.

Section 4. Except as specifically amended by this Amendment No. 1, the terms and conditions set forth in the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____ 2015, 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

CONTRACTOR: PCR SERVICES
CORPORATION

JAY ZIFF
Vice President

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager

SUSAN HEALY KEENE, AICP
Director of Community Development



KARL KIRKMAN
Risk Manager

EXHIBIT A-1

ADDITIONAL SCOPE OF WORK

In addition to the services set forth in Exhibit A of the Agreement, CONSULTANT shall provide additional mitigation monitoring services for the 9900 Wilshire Boulevard project.

CONSULTANT shall:

- Prepare weekly/monthly monitoring reports.
- Provide equipment rental and maintenance
- Provide additional vibration monitoring services from September 2014 through January 2015 including but not limited to relocation of the sound meters, extending monitoring time to 24 hours, installation of new batteries to accommodate extended monitoring period and month-to-month equipment rental.

EXHIBIT B-1

ADDITIONAL SCHEDULE OF PAYMENTS AND RATES

In addition to the schedule of payments and rates set forth in Exhibit B of the Agreement, CITY shall pay CONSULTANT as follows:

Labor: Not to exceed \$12,782

- Assumes 65 hours at an Assistant Engineer billing rate (\$80/hr) or equivalent staff billing rate

Equipment: Not to exceed \$2,418

- Includes equipment rental, mileage and other expenses related to equipment maintenance

Total Not to Exceed Amendment No. 1 \$15,200

Attachment 3

AMENDMENT NO. 1 TO AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BEVERLY HILLS AND ENVIRON INTERNATIONAL CORP. FOR CONSULTING SERVICES RELATED TO AMBIENT AIR PARTICULATE MATTER MONITORING SERVICES AT 9900 WILSHIRE BOULEVARD PROJECT

NAME OF CONSULTANT: ENVIRON INTERNATIONAL CORP.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Julia C. Lester, PhD, Principal

CONSULTANT'S ADDRESS: Environ International Corp.
707 Wilshire Blvd., Suite 4950
Los Angeles, CA 90017
Attention: Julia C. Lester, PhD, Principal

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Raj Patel, Assistant Director of Community Development/City Building Official

COMMENCEMENT DATE: May 1, 2014

TERMINATION DATE: November 30, 2015

CONSIDERATION: Original Agreement: Not to exceed \$88,855.00, based on the rates set forth in Exhibit B

Amendment No. 1: Not to exceed \$74,520.00 (includes all applicable sales tax and reimbursable expenses), as more particularly described in Exhibit B

Original Agreement and Amendment No. 1: Total not to exceed \$163,375.00

AMENDMENT NO. 1 TO AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BEVERLY HILLS AND ENVIRON INTERNATIONAL CORP. FOR CONSULTING SERVICES RELATED TO AMBIENT AIR PARTICULATE MATTER MONITORING SERVICES AT 9900 WILSHIRE BOULEVARD PROJECT

This Amendment No. 1 is to that certain Agreement dated April 22, 2014 and identified as Contract No. 157-14 (the "Agreement"), between the City of Beverly Hills, a municipal corporation ("CITY"), and Environ International Corp., (hereinafter called "CONSULTANT") for ambient air particulate matter monitoring services related to the 9900 Wilshire Boulevard Project.

RECITALS

A. CITY entered into a written agreement with CONSULTANT for ambient air particulate matter monitoring services for 9900 Wilshire Boulevard Project.

B. CITY and CONSULTANT desire to amend the scope of work to include additional services and modify the compensation for such services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth above.

Section 2. The Termination date shall be amended as set forth above.

Section 3. Exhibit A-1, "Additional Scope of Work" of the Agreement is hereby added as attached hereto and incorporated herein.

Section 4. Exhibit B-1, "Schedule of Payment and Rates" is hereby added as attached hereto and incorporated herein.

Section 5. Except as specifically amended by this Amendment No. 1, the terms and conditions set forth in the Agreement shall remain in full force and effect.

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

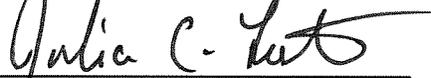
CITY OF BEVERLY HILLS
A Municipal Corporation

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

ATTEST:

BYRON POPE
City Clerk

ENVIRON INTERNATIONAL CORPORATION



JULIA C. LESTER, PhD
Principal



GUY LEWIS
Chief Financial Officer

APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

MAHDI ALUZRI
Interim City Manager



SUSAN HEALY KEENE, AICP
Director of Community Development



KARL KIRKMAN
Risk Manager

EXHIBIT A-1

ADDITIONAL SCOPE OF WORK

CONSULTANT shall provide the following additional services in connection with the ambient particulate matter monitoring services at the 9900 Wilshire Boulevard project ("Project") site.

Tasks:

- Power and Equipment
- Data Analysis and Reports
- Monitoring
- Solar Panel Power

Cost includes actual equipment cost and labor costs for the following additional tasks:

- Research, procure and install solar panels to power monitoring equipment during the demolition phase of the Project. The solar panels will be billed to the Project using CONSULTANT's Equipment Billing Form at a rate of \$160/week/panel.
- Monitor Environet data daily in preparation of the weekly reports and the final written report.
- Five additional weeks of monitoring services at the current rates established in Exhibit B.

Project Schedule:

April 2014 – January 31, 2015 – Dust and Air Quality Monitoring at 9900 Wilshire Blvd. Project site.

EXHIBIT B-1

SCHEDULE OF PAYMENT AND RATES or UNIT COSTS

CITY shall compensate CONSULTANT for the satisfactory performance of the additional services described in Exhibit A-1 in an amount not to exceed Seventy-Four Thousand Five Hundred Twenty Dollars (\$74,520.00) based on the rates set forth in Attachment 1 to this Exhibit.

Tasks Include:

Table 1. Estimated Cost by Task	
Tasks	Estimated Cost
Task 1. Power and Equipment Costs	\$21,880
Task 2. Data Analysis and Reports	\$20,410
Task 3. Monitoring	\$17,350
Task 4. Solar Panels	\$14,880
Total Amendment Not to Exceed	\$74,520
Total Agreement Not to Exceed	\$163,375

ATTACHMENT 1 TO EXHIBIT B

SCHEDULE OF FEES
FIXED HOURLY RATES FOR TIME AND MATERIALS CONTRACTS
Effective January 2014

CONSULTANT shall bill monthly for the actual time and expenses incurred on CITY's behalf in performance of the Agreement . CONSULTANT reserves the right to increase these rates up to 3% annually by giving CITY thirty (30) days prior written notice. Labor will be billed at the fixed hourly rates indicated below. Materials and supplies, travel, and any other direct costs will be billed at cost plus a handling charge of 10%. CONSULTANT shall not charge for in house copies or normal phone company charges.

Category:	Rate \$/hr.
Principal	280
Principal Consultant	280
Manager 10	245
Manager 9	225
Manager 8	210
Senior Associate 7	195
Senior Associate 6B	180
Associate 6	160
Associate 5	150
Associate 4	135
Associate 3	100
Draftsperson	95