



## AGENDA REPORT

**Meeting Date:** June 30, 2015

**Item Number:** E-19

**To:** Honorable Mayor & City Council

**From:** Mark Cuneo, City Engineer

**Subject:** APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS, THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, AND ENVIRONMENTAL SCIENCE ASSOCIATES, INC. FOR INDEPENDENT COMPLIANCE MONITORING SERVICES FOR THE UTILITY RELOCATION PHASE OF THE LA CIENEGA STATION CONSTRUCTION, SEGMENT 1 OF THE PURPLE LINE EXTENSION PROJECT; AND

APPROVAL OF AN APPROPRIATION OF \$312,445.60 FROM THE GENERAL FUND; AND

APPROVAL OF A PURCHASE ORDER TO ENVIRONMENTAL SCIENCE ASSOCIATES, INC. FOR COMPLIANCE MONITORING SERVICES IN THE AMOUNT OF \$312,445.60.

**Attachments:**

1. Amendment No. 1 to Agreement No. 56-15
2. Cost Estimate

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### **RECOMMENDATION**

Staff recommends that the City Council approve Amendment No. 1 to Agreement No. 56-15 with Environmental Science Associates, Inc. for independent compliance monitoring services related to the utility relocation phase of the Westside Subway Extension project; approve an appropriation of \$312,445.60 from the General Fund; and approve a purchase order in the amount of \$312,445.60.

**INTRODUCTION**

Per the Memorandum of Agreement (MOA) between the City and Metropolitan Transportation Authority (MTA), an Independent Compliance Monitor is required to provide oversight and enforcement to ensure compliance with the conditions and mitigation measures outlined in the MOA and the City Council-authorized permit. On February 17, 2015, City Council approved a one-year agreement between the City, MTA and Environmental Science Associates, Inc. for compliance monitoring services in the amount of \$100,000. This amendment provides additional funding for compliance monitoring services in an estimated amount of \$312,445.60 for a total contract amount not to exceed \$412,445.60; and an extension of the term of the agreement to June 30, 2016. In accordance with the terms of the MOA, MTA will reimburse the City for the cost of compliance monitoring services.

**DISCUSSION**

Environmental Science Associates, Inc. has been providing Independent Compliance Monitoring services since the approval of their contract in February 2015. Their scope of services includes ensuring MTA's compliance with any and all conditions and mitigation measures in the MOA, the MTA-completed permit application and submittals, and any conditions of approval included in a City-issued permit.

The initial contract was in an amount not to exceed \$100,000. This amount was based on pre-contract estimates of time required over the one-year term. As the utility relocation work has ramped up, it has been determined that additional compliance monitoring services are necessary in order to ensure compliance with the MOA. Based on the work to date and the future schedule for utility relocation construction work, a forecast of the scope of work and associated cost estimate for the monitoring effort has been prepared (Attachment 2). The estimated cost for compliance monitoring services through June 30, 2016, is \$412,445.60, inclusive of the \$100,000 already appropriated by the Council in February. This contract amendment also extends compliance monitoring services through the coming fiscal year.

**FISCAL IMPACT**

An appropriation of funds in the amount of \$312,445.60 from the General Fund is necessary for this amendment. The terms of the MOA include provisions to provide reimbursement to the City of costs for all staff and consultants performing work associated with the advanced utility relocation phase of the Westside Subway Extension project. Metro is also a party to this Agreement and Amendment No. 1.

Don Rhoads   
Approved By \_\_\_\_\_

David Lightner   
Approved By \_\_\_\_\_

# **Attachment 1**

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS, THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, AND ENVIRONMENTAL SCIENCE ASSOCIATES, INC. FOR INDEPENDENT COMPLIANCE MONITORING SERVICES FOR THE UTILITY RELOCATION PHASE OF THE LA CIENEGA STATION CONSTRUCTION, SEGMENT 1 OF THE PURPLE LINE EXTENSION PROJECT

NAME OF CONSULTANT: Environmental Science Associates, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Tom Barnes, Vice President

CONSULTANT'S ADDRESS: 626 Wilshire Boulevard  
Suite 1100  
Los Angeles, California 90017

CITY'S ADDRESS: City of Beverly Hills  
345 N. Foothill Road  
Beverly Hills, CA 90210  
Attention: Mark Cuneo, City Engineer

COMMENCEMENT DATE: February 18, 2015

TERMINATION DATE: June 30, 2016, unless extended pursuant to Section 2 of the Agreement

CONSIDERATION: Original Agreement: Not to exceed \$100,000, based on the rates set forth in Exhibit C

Amendment No. 1: Additional amount not to exceed \$312,445.60, based on the rates set forth in Exhibit C

Original Agreement and Amendment No. 1: Total not to exceed \$412,445.60 (includes all applicable sales taxes), based on the rates set forth in Exhibit C

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS, THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, AND ENVIRONMENTAL SCIENCE ASSOCIATES, INC. FOR INDEPENDENT COMPLIANCE MONITORING SERVICES FOR THE UTILITY RELOCATION PHASE OF THE LA CIENEGA STATION CONSTRUCTION, SEGMENT 1 OF THE PURPLE LINE EXTENSION PROJECT

This Amendment No. 1 is to that certain Agreement dated February 17, 2015 and identified as Contract No. 56-15 (the "Agreement"), between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), the Los Angeles County Metropolitan Transportation Authority (hereinafter called "MTA"), and Environmental Science Associates, Inc., (hereinafter called "CONSULTANT") for Independent Compliance Monitoring services, copies of which are on file in the Office of the City Clerk.

RECITALS

A. CITY and MTA entered into a written agreement with CONSULTANT to perform independent compliance monitoring services for the Advance Utilities Relocation Phase of the Purple Line Extension Project – Segment 1.

B. CITY, MTA and CONSULTANT desire to extend the term of the Agreement, and amend the compensation for services.

NOW, THEREFORE, the parties agree as follows:

Section 1. Section 2, "Time of Performance" shall be amended to read as follows:

"CONSULTANT shall perform the services beginning on February 18, 2015 ("Commencement Date") and continuing through June 30, 2016 ("Termination Date"). The term may be extended for an additional one-year term, and for consecutive one-year terms

thereafter, upon written agreement by CITY, MTA, and CONSULTANT for each one-year extension of the term.”

Section 2. The first paragraph of Exhibit C shall be amended to read as follows:

“CONSULTANT shall be compensated for professional services provided on a time and materials basis in accordance with the following billing rates in an amount not to exceed a total of \$412,445.60. Such amount shall include the initial authorized amount of \$100,000, plus an additional amount of \$312,445.60 as authorized by Amendment No. 1 to this Agreement.”

Section 3. Subsection II.A. of Exhibit C (“Travel Expenses”) is hereby amended to read as follows:

**“A. Travel Expenses**

1. Transportation
  - a. Company vehicle – IRS mileage reimbursement rate
2. The following travel expenses may be reimbursed only with advanced written approval by CITY and MTA:
  - a. Common carrier or car rental – actual multiplied by 1.15
  - b. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15”

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

(SEAL)

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
PHILLIP WASHINGTON  
Chief Executive Officer

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL:

\_\_\_\_\_  
RONALD W. STAMM  
Principal Deputy County Counsel

CONSULTANT: ENVIRONMENTAL SCIENCE  
ASSOCIATES, INC.

  
\_\_\_\_\_  
TOM BARNES  
Vice President

[Signatures continue]

CITY OF BEVERLY HILLS:

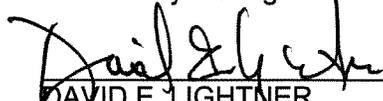
APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

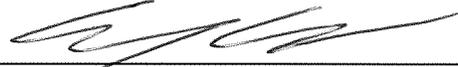
MAHDI ALUZRI  
Interim City Manager



DAVID E. LIGHTNER  
Director of Capital Assets/Deputy City Manager



MARK CUNEO  
City Engineer



KARL KIRKMAN  
Risk Manager

# **Attachment 2**

**Attachment 2: COST ESTIMATE**  
**ESA Labor Detail and Expense Summary**

Employee Name Title		Barnes	Strauss	Wong	Paden/Ortiz	Roth			Subtotal	Hours	Labor Price	
		Senior Director II	Director II	Managing Associate I	Associate I	Subtotal	Project Technician III	Project Technician II				Project Technician I
Task #	Task Name/Description	\$240	\$205	\$155	\$95		\$110	\$90	\$75			
Task 1	Independent Compliance Monitoring	13	106	106	2,688	\$ 296,640	8			\$ 880	2,921	\$ 297,520
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<b>Total Hours</b>		13	106	106	2,688		8	-	-	\$ 880	2,921	
<b>Subtotals - Labor Costs</b>		\$ 3,120	\$ 21,730	\$ 16,430	\$ 255,360	\$ 296,640	\$ 880	\$ -	\$ -	\$ 880		\$ 297,520
Percent of Effort - Labor Hours Only		0.4%	3.6%	3.6%	92.0%		0.3%	0.0%	0.0%		100.0%	
Percent of Effort - Total Project Cost		1.0%	7.0%	5.3%	81.7%		0.3%	0.0%	0.0%			95.2%

ESA Labor Costs		\$ 297,520
Communication Fee on Labor Cost	3%	\$ 8,926
<b>ESA Non-Labor Expenses</b>		
Reimbursable Expenses		\$ -
ESA Equipment usage (Noise Meter (\$500/m))		\$ 6,000
<b>Subtotal ESA Non-Labor Expenses</b>		\$ 6,000
Subconsultant Costs (see Attachment B for detail)		\$ -

**TOTAL PROJECT PRICE** **\$ 312,445.60**