



AGENDA REPORT

Meeting Date: January 5, 2016
Item Number: E-4
To: Honorable Mayor & City Council
From: Ryan Gohlich, Asst. Director of Community Development / City Planner
Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RINCON CONSULTANTS, INC. FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE 9908 SOUTH SANTA MONICA BOULEVARD CONDOMINIUM PROJECT.
Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council approve an agreement between the City of Beverly Hills and Rincon Consultants, Inc., including authorization of the requisite purchase order for consulting services to prepare environmental documentation for a proposed multi-family residential condominium at 9908 South Santa Monica Boulevard.

INTRODUCTION

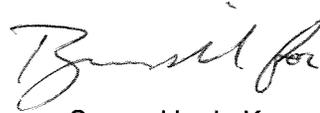
The City has received an application for the creation of a Residential Overlay Zone to allow a multi-family condominium project at the property located at 9908 South Santa Monica Boulevard, also known as the Friars Club site. The proposed project consists of 27 condominium units and a height of 5 stories and 66 feet, with one level of subterranean parking. The proposed project would only include residential uses, and would have no commercial use component. Currently, the site is zoned as C-3A for general commercial use. Since the proposed project does not conform to the development standards and use requirements applicable to the C-3A zone, the applicant has requested the creation of a Residential Overlay Zone to allow the proposed development. This application will require an amendment to the General Plan and changes to the Municipal Code. These requests will be reviewed by the Planning Commission and City Council upon completion of the environmental analysis.

DISCUSSION

Rincon Consultants, Inc. is an environmental consulting firm that has prepared environmental documents for the City Beverly Hills and other municipalities. The scope of work, attached to the contract, calls for the preparation of an Environmental Impact Report, as required by the California Environmental Quality Act (CEQA), to assess the proposed project and any potential environmental impacts. All costs associated with this contract are borne by the project applicant. The cost for this contract, including all optional tasks, is \$87,290.00. The applicant has deposited the full amount of the contract, and has also deposited the City's required 15% contract administration fee and a \$50,000.00 legal deposit. Approval of this contract and payment of the required fees does not guarantee approval of the proposed project or the necessary entitlements, and the applicant bears the risk that the proposed project and the associated amendments to the General Plan and Municipal Code may not be approved.

FISCAL IMPACT

As mentioned above, all costs associated with the preparation of the environmental documents are paid for by the project applicant. No City funds will be used to pay for the services provided in conjunction with this agreement.



Susan Healy Keene, AICP

Approved By

Council will be advised if agreement is not
signed by Tuesday, January 5, 2016.

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RINCON CONSULTANTS, INC. FOR THE
PREPARATION OF AN ENVIRONMENTAL IMPACT
REPORT FOR THE 9908 SOUTH SANTA MONICA
BOULEVARD CONDOMINIUM PROJECT

NAME OF CONSULTANT: Rincon Consultants, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Joe Power, Project Manager

CONSULTANT'S ADDRESS: 180 North Ashwood Avenue
Ventura, California 93003
Attention: Joe Power, AICP, Principal and
Planning Manager

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

COMMENCEMENT DATE: January 5, 2016

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

CONSIDERATION: An amount not to exceed \$87,290, including
\$18,340 for optional tasks, as more
particularly described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RINCON CONSULTANTS, INC. FOR THE
PREPARATION OF AN ENVIRONMENTAL IMPACT
REPORT FOR THE 9908 SOUTH SANTA MONICA
BOULEVARD CONDOMINIUM PROJECT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Rincon Consultants, Inc., a corporation, (hereinafter called "CONSULTANT").

RECITALS

A. The proposed project involves the construction of a new 27-unit condominium building with units ranging from one to four bedrooms. The condominium building would consist of five stories of residential units; rooftop common areas; and one level of underground parking containing a total of 74 parking spaces for residents ("Project").

B. The Project site is located on the south side of South Santa Monica Boulevard at the corner of South Santa Monica Boulevard and Charleville Boulevard. The site is located in a C-3A Commercial Zone, which does not allow multi-family residential uses. Therefore, the Project would require amendments to the General Plan and Municipal Code to create a Residential Overlay Zone. A Planned Development Permit is also required.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services.

(a) Basic Services. CONSULTANT shall perform the services 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.

(b) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the services described in Exhibit A. No additional services shall be rendered by CONSULTANT unless such services are first authorized by the City Manager or his designee in writing. CITY may, at its option, require CONSULTANT to print and furnish additional copies of the Environmental Documentation (the "Documentation") as mutually agreed upon by the parties in writing. CITY shall compensate CONSULTANT for such additional services as set forth in Exhibit B of this Agreement, attached hereto and incorporated herein

Section 2. Time of Performance. Upon written Notice to Proceed by CITY, CONSULTANT shall commence the performance of the services set forth in this Agreement. CONSULTANT shall submit the deliverables required by this Agreement in accordance with the schedule set forth in Exhibit A of this Agreement and complete the performance of all the services required by this Agreement upon expiration of the statutory period to challenge the

Notice of Determination (CEQA Guidelines Section 15112). CONSULTANT shall not be responsible for delays caused by reasons beyond its control.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment and billing guidelines set forth in Exhibit B.

Section 4. 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 5. Successors and Assigns. This Agreement covers professional services of a specific and unique nature. CONSULTANT shall have no right to assign, or attempt to assign, any portion of this Agreement without prior written approval of CITY

Section 6. 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 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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 services required by this Agreement.

(c) CONSULTANT shall at all times during the term of this Agreement, carry, maintain and keep, in full force and effect, 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.

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) 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.

(g) 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.

(h) 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 policies of insurance required by this Agreement shall contain an endorsement naming 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.

(i) 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.

(j) 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 10. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) 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 full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 12. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's services.

Section 13. 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 14. 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 by amendment in writing and approved by both parties.

Section 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally

delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 16. Proprietary Information.

(a) CITY will allow CONSULTANT access to all pertinent and available information. All documents and information provided by CITY or its designated agent for the preparation of the Documentation for the Project shall remain the property of CITY.

(b) The Documentation and all supplementary materials, drawings, sketches, details, computations, studies, reports, and other documents prepared or provided by CONSULTANT under this Agreement shall be the property of CITY.

(c) CONSULTANT shall provide all reproductions required for use during the preparation of the Documentation. CONSULTANT shall, at such time and in such form as CITY may require, furnish such periodic reports and other information concerning the status of the analysis as may be requested by CITY at no cost to CITY. CONSULTANT shall furnish CITY, upon request, copies of all documents and other materials prepared or developed in relation with, or as part of, the initial study. Such documents shall be the property of CITY and CONSULTANT shall retain no ownership or other interest in those documents. All documents and working papers prepared in conjunction with the EIR shall be turned over to CITY for safekeeping.

(d) CONSULTANT shall not reproduce or permit reproductions to be made of the analysis or any preliminary materials except with the written consent of CITY.

Section 17. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement. 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 transcripts therefrom, and to inspect all Project data, documents, proceedings, and activities.

Section 18. Subconsultants. CONSULTANT at its own cost and expense may retain registered professional engineers or other special consultants to furnish any specialized data required in the preparation of the Documentation. In the event CONSULTANT determines that a subconsultant must be retained to perform any of the services required by this Agreement, CONSULTANT shall obtain prior written approval of CITY.

Section 19. Permit Fees. CITY shall pay all fees, excluding business taxes, which may be required to obtain any permit necessary to the preparation of the Documentation.

Section 20. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 21. Accomplishment of the Work. Time is of the essence for each and every provision of this Agreement. CONSULTANT shall commence, carry on, and complete the services required by this Agreement with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and standards. In the event that there

were any significant changes in the applicable laws and standards after commencement of this Agreement which were not contemplated by the parties hereto which substantially change the scope of work required by CONSULTANT hereunder, the parties shall negotiate an appropriate amendment to the scope of work and compensation based upon the reasonable amount of time required to complete such additional work in accordance with such new laws or standards, subject to CITY's right to terminate this Agreement pursuant to Section 11.

Section 22. Conflict between Agreement and Proposal. In the event of any conflict between the provisions of this Agreement and Exhibit A, the provisions of this Agreement shall be controlling.

Section 23. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 24. 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 25. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 26. 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 _____ 201__, 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:
RINCON CONSULTANTS, INC.

MICHAEL P. GIALKETSIS
President

DUANE VANDER PLUYM
Chief Financial Officer

APPROVED AS TO FORM

DAVID M. SNOW
Interim City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager

SUSAN HEALY KEENE, AICP
Director of Community Development

KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall provide the following services to CITY for the 9908 South Santa Monica Boulevard Condominium Project (“Project”):

An Environmental Impact Report (“EIR”) is anticipated to be the appropriate environmental document for the Project. The objective of the work scope outlined below is to produce an EIR that meets California and CITY CEQA requirements.

1. **Kickoff Meeting** – If desired by the CITY, as soon as practical after authorization to proceed, CONSULTANT shall attend a kickoff meeting with CITY staff and, if warranted, the applicant. This meeting shall serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules shall be finalized, and details for scheduled tasks shall be discussed. The consultant team will use this opportunity to collect any relevant studies and information not already transmitted.

2. **Administrative Draft Initial Study (IS)/Notice of Preparation (NOP)** – CONSULTANT shall prepare an internal review (administrative) Draft Initial Study (or “IS”) using the latest CEQA *Guidelines* and the CITY’s standard IS format. The Administrative Draft IS will address all of the items on the environmental checklist. Checklist conclusions will be supported by data and analysis. Where applicable, impacts will be quantified.

CONSULTANT shall also prepare the Notice of Preparation (“NOP”), which shall be circulated to the State Clearinghouse and concerned agencies/parties along with the Initial Study. CONSULTANT shall submit electronic copies of the Administrative Draft IS and NOP in PDF and Word format. After CITY review and CONSULTANT revisions, CONSULTANT shall provide one electronic copy and up to 20 bound paper copies of the final IS-NOP. CONSULTANT shall also fill out the Notice of Completion form (“NOC”) and transmit the required forms and copies of the IS-NOP to the State Clearinghouse and the County Clerk. CITY shall be responsible for mailing copies and notices to responsible agencies and other interested parties.

Pursuant to CEQA, scoping meetings are required for projects of statewide, regional or areawide significance. Given that the proposed Project is a site-specific project of limited size that would not result in regional or areawide impacts, a scoping meeting is not required. However, CONSULTANT has included a scoping meeting as an optional task if the CITY deems this as a necessary task. If so, during the 30-day NOP circulation period CONSULTANT shall manage and participate in an EIR scoping meeting. The purpose of the meeting will be to introduce the community to the proposed Project, provide an overview of the EIR process, and obtain input on the EIR scope of work, including special concerns about environmental issues and ideas that may

contribute to the formulation of alternatives. Input shall be formally recorded during the meeting, and comment sheets will be available for attendees to provide additional thoughts after the meeting date. CONSULTANT shall prepare a memorandum summarizing the proceedings and providing suggestions for work scope adjustments if warranted.

3. Administrative Draft EIR – CONSULTANT shall prepare an Administrative Draft EIR for CITY review. The Administrative Draft EIR shall include the following:

Executive Summary - This section shall summarize the Project and associated environmental consequences. Impacts and mitigation measures will be presented in tabular format to simplify review by decision-makers and the general public.

Project Description - This section shall include descriptions of the Project site and its location, Project characteristics relevant to the analysis, Project objectives, and required discretionary approvals. The Project description shall include textual, tabular, and graphic presentation.

Introduction and Environmental Setting - These introductory sections (required by CEQA) will lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the study, and provides a discussion of lead, responsible, and trustee agencies. The environmental setting will provide a general description of the existing urban geographic character of the Project site and the Project vicinity.

Environmental Impact Analysis - This section will analyze impacts determined in the IS to be potentially significant. Each issue area analysis will include four main components:

Setting (description of current conditions with respect to the issue area in question, including the existing regulatory environment)

Impact analysis (discussion of potentially significant effects of the proposed Project; impacts are typically compared to established "thresholds of significance")

Mitigation measures (methods by which significant effects can be reduced or eliminated)

Level of significance after mitigation (discussion of whether or not proposed mitigation measures reduce impacts to below the adopted significance threshold)

Other CEQA-Required Discussions - This section shall include discussions of other sections required by the CEQA Guidelines and will include an analysis of potential growth-inducing impacts.

Alternatives - This section shall include analysis of up to three alternatives intended to represent a "reasonable range" of alternatives required under CEQA including the required "No Project" alternative. The evaluation shall be in less detail than for the proposed Project, but will provide decision-makers and the public adequate information to compare the potential impacts of the respective alternatives. The alternatives shall be based on relevant input from the scoping process, ways to reduce identified impacts while generally achieving Project objectives, and on discussions with CITY staff.

4. **Draft EIR** – CONSULTANT shall respond to CITY comments on the Administrative Draft EIR and prepare the Draft EIR for public circulation. One electronic copy of the Draft EIR and up to 20 bound paper copies shall be provided. If necessary, we shall provide a screencheck version of the Draft EIR prior to publication. CONSULTANT shall prepare a Notice of Availability of a Draft EIR and transmit the required forms and copies of the Draft EIR to the State Clearinghouse and office of the County Clerk. CITY will be responsible for mailing copies and notices to responsible agencies and other interested parties, as well as other noticing required under CEQA or the CITY's procedures, including posting at the site or newspaper ads.
5. **Final EIR** – Upon receipt of public comments on the Draft EIR, CONSULTANT shall prepare draft responses for CITY review. Upon receipt of CITY comments on the draft responses, CONSULTANT shall incorporate changes (if any) and prepare the Final EIR. This task shall include the preparation of the Mitigation Monitoring and Reporting Program (MMRP), if required, formulated as a table listing all mitigation measures and indicating what monitoring actions are required, which department(s) shall be responsible for monitoring, and when monitoring is to occur. After CITY screencheck review of the Final EIR, CONSULTANT shall provide one electronic copy and up to 20 bound paper copies. If the Project is approved, CONSULTANT shall prepare a Notice of Determination ("NOD") for the CITY to file with the County Clerk. The CITY or applicant will be responsible for payment of California Department of Fish & Wildlife CEQA fees, if any are required.
6. **Public Hearings** – CONSULTANT's principal and/or Project manager will attend up to four hearings on the EIR before the Planning Commission and/or City Council.

Technical Approach To Environmental Issues

Based on CONSULTANT's experience on similar projects and preliminary review of the site and proposed Project, the issues requiring study in the EIR shall include aesthetics, air quality, greenhouse gas emissions, hazards and hazardous materials, land use and planning, noise, and traffic. The following describes our approach to these key environmental issues.

Aesthetics

The proposed condominium would result in visual changes to the existing character of the neighborhood as seen from public and private viewpoints. The analysis of aesthetic impacts will address such issues as changes in visual character, alteration of views from public and private view locations, shadows, and increases light and glare. CONSULTANT shall conduct a reconnaissance of the neighborhood and photo-document visibility. The applicant's plans and renderings, including lighting plans, if available, will be used to assess the visual changes in this context. The analysis will consider the physical changes to the surrounding neighborhood within the context of adopted CITY policies relating to aesthetics. Mitigation will be identified for significant impacts and may include modifications to site, landscape or Project design. If lighting impacts are identified, mitigation could include measurable performance standards for lighting and glare and/or controls on fixture type, placement and brightness.

As an optional task, CONSULTANT can develop realistic photo-simulations to document visibility and character from up to three viewpoints as determined in consultation with CITY staff. These will provide an illustration for the public and decision makers and further inform and support the discussions and conclusions of the aesthetic impact analysis.

Air Quality

The air quality analysis shall be prepared in accordance with SCAQMD methodologies. Significance criteria will be based on SCAQMD thresholds. The analysis will consider both temporary and long-term impacts on local and regional air quality.

The evaluation of temporary construction effects will include estimates of ozone precursor emissions associated with heavy equipment use and fugitive dust (particulates) associated with grading activity. Maximum daily emissions will be quantified using the CalEEMod and compared to SCAQMD thresholds to determine significance. As appropriate, dust and emission control mitigation measures will be developed. Consistent with the SCAQMD environmental justice program and localized significance threshold methodology, localized construction-related air quality impacts to nearby sensitive receptors will also be evaluated using the SCAQMD's Localized Significance Thresholds (LSTs).

Long-term emissions, which would primarily be a result of increased traffic, will be quantified using CalEEMod and compared to SCAQMD thresholds of significance. A screening level carbon monoxide (CO) analysis will be conducted for key traffic study intersections. Project consistency with the 2012 Air Quality Management Plan (AQMP) will also be evaluated.

Greenhouse Gas Emissions

The greenhouse gas (GHG) emissions analysis will evaluate the Project's potential contribution to cumulative impacts related to global climate change (GCC). The GHG

analysis will briefly discuss the general nature and sources of climate change, current efforts to regulate GHGs (including recent Office of Planning and Research publications and guidelines relating to how climate change should be addressed in CEQA documents), and

the proposed Project's potential contribution to this cumulative issue. The Project analysis will quantify emissions using CalEEMod and compare emissions to the statewide GHG inventory. The discussion will also compare Project emissions to suggested thresholds from the SCAQMD. Finally, the discussion will compare the Project to applicable plans and policies, including the regional Sustainable Communities Strategy (SCS).

Hazards and Hazardous Materials

Due to the proximity to the abandoned rail line, CONSULTANT is aware that arsenic contamination may occur within the Project site. The hazards/hazardous materials analysis shall include a review of applicant-prepared or other relevant and available Phase I and Phase II environmental site assessments (ESAs). This review shall be conducted by CONSULTANT's environmental site assessment group, which has performed hundreds of such studies throughout southern California. The Phase I and II ESAs will form the basis of the hazardous materials discussion in the EIR. This proposal assumes that the Phase I and II ESAs are generally adequate and that any changes to these studies or additional analysis required shall be conducted by the applicant's consultant.

Land Use

The analysis of land use impacts will focus on two issues: (1) compatibility of the proposed Project with surrounding land uses; and (2) consistency with local land use regulations and policies and applicable statewide plans and policies. The compatibility analysis will consider the combined effects of the potential environmental issues in relation to the land uses adjacent to the Project site. The consistency analysis will consider the proposed Project's compliance with the applicable CITY land use regulations and policies. In particular, the Project site is located within the C-3A Commercial Zone, which does not allow for multi-family residential development. Therefore, this consistency analysis will discuss the proposed amendments to the General Plan and Municipal Code.

Noise

The noise analysis shall include analysis of both temporary construction noise and operational noise. To establish a baseline for the noise analysis, up to four 15-minute noise measurements will be conducted on and around the Project site. This ambient noise data will be used as a point of comparison for Project-generated noise and to calibrate the traffic noise modeling.

Constructing the proposed development (grading and site preparation, construction) would generate temporary noise that would be potentially audible to nearby receptors. Based on Project information such as estimated grading quantities, construction equipment and construction schedule, and distance to sensitive noise receptors, temporary construction noise will be quantified for the nearest receptor(s) and compared to applicable CITY standards.

The primary generator of Project-related long-term noise would be motor vehicle traffic, noise generating equipment inside trade shops, and grounds operations. The increase in vehicular noise on the local roadway network will be estimated using the FHWA's Traffic Noise Model and compared to applicable CITY standards to determine significance. Using trip generation numbers developed by Fehr & Peers, CONSULTANT shall model this noise condition to determine the level of impact at the Project site. As necessary, mitigation will be developed to address significant impacts related to noise exposure.

Traffic

Fehr & Peers shall prepare the Project traffic study, which will be incorporated into the EIR traffic section and included as an EIR appendix. The scope of the traffic study shall be as follows:

Project Site Review & Travel Characteristics

Fehr & Peers shall review the proposed Project description and site plan and assess:

- Trip Generation
- On-Site Parking Supply and Demand
- Site Access

This task is intended to be a high-level review to assist CITY in documenting the trip generation characteristics of the uses proposed and assess the parking supply and access to the Project site. Trip generation and parking demand estimates will be based on typical vehicle trip and parking generation rates based on the Project's size and population compared to the existing land uses. The site access review will be based on Fehr & Peers' familiarity with the study area, and no detailed operational analysis is expected to be warranted.

Transportation Impact Assessment

The proposed Project is expected to generate fewer peak hour trips than the Congestion Management Program (CMP) guidelines require for a full traffic analysis due to the number of condominium units proposed. However, based on the Project location, Fehr & Peers shall conduct a transportation impact assessment for the intersections and residential roadways in the immediate vicinity of the Project site. The impact assessment shall contain the following study locations:

- Study Intersections:
 1. S. Santa Monica Boulevard & Charleville Blvd.
 2. S. Santa Monica Boulevard & Moreno Drive

Study Roadways:

1. Charleville Boulevard between S. Santa Monica Blvd. and Durant Drive
2. Durant Drive between Moreno Drive and Charleville Blvd.

The transportation impact assessment shall contain the following:

- Collecting existing AM and PM peak hour traffic counts at the study intersections and ADT (24-hour) counts for the roadway segments.
 - Analysis of existing traffic operations based on CITY's required LOS methodology.
 - Distribute Project-trips to the surrounding roadway network based on the expected trip generation and trip distribution.
 - Analysis of Project impacts under Existing Plus Project and Opening Year Plus Project conditions. The Opening Year analysis shall reflect other pending Projects (i.e., CITY's related Project list) in the baseline analysis.
- Project impacts will be determined based on CITY's significance thresholds.

Documentation

Fehr & Peers shall document the findings of the transportation assessment described above in a technical memorandum for use by CITY and CONSULTANT for incorporation into the EIR.

MANAGEMENT TEAM

Joe Power, AICP CEP, Principal and Planning Manager, will be the Principal-in-Charge.

Susanne Huerta, AICP, Senior Environmental Planner, will be the Project Manager for the EIR.

Abe Leider, AICP CEP, will provide QA/QC and technical oversight.

Chris Bersbach, MESM, will oversee the air quality, GHG and noise study preparation.

Walt Hamann, PG, CEG, CHG, Principal and Senior Engineering Geologist with CONSULTANT, will direct soil and groundwater evaluations, Phase I and II environmental site assessments, and human health assessments for this Project.

Sarah Sorensen, MESM, will serve as lead analyst for the Project, assisting with the preparation of various technical analysis and discussions.

SCHEDULE

CONSULTANT’s proposed schedule for completion of the CEQA environmental review process is summarized below. Barring delays beyond CONSULTANT’s control (such as an incomplete or evolving Project description or extended CITY review intervals), the environmental review process can be completed within seven to eight months.

Deliverable	Timing	Expedited Timing
Kickoff Meeting	Within 1 week of authorization to proceed	Within 1 week of authorization to proceed
Administrative Draft IS-NOP	Within 3 weeks of authorization to proceed and receipt of all necessary project and site information	Within 3 weeks of authorization to proceed and receipt of all necessary project and site information
Administrative Draft EIR	Within 2 weeks of close of the NOP review period	Within 1 week of close of the NOP review period (-1 week)
Draft EIR	Within 1 to 3 weeks of receipt of City comments on the Administrative Draft EIR, depending on number and complexity of comments	Within 2 weeks of receipt of City comments on the Administrative Draft EIR, depending on number and complexity of comments (-1 week)
Responses to Comments on the Draft EIR	Within 2 to 4 weeks of receipt of public comments, depending on number and complexity of comments	Within 2 to 3 weeks of receipt of public comments, depending on number and complexity of comments (-1 week)
Final EIR	Within 1 to 2 weeks of receipt of City comments on the draft responses to public comments, depending on number and complexity of comments	Within 1 week of receipt of City comments on the draft responses to public comments, depending on number and complexity of comments (-1 week)
Hearing Attendance	As scheduled	As scheduled

As an optional task, CONSULTANT can expedite the schedule by compressing its deliverable schedule. This has the potential to reduce the overall timeline by three to four weeks. The cost for this additional service would be an added approximately 15% of the base Agreement total, as shown in Exhibit B under Optional Tasks. Please note that this expediting does not include reducing the time needed for the applicant and CITY to complete the information and Project description needed for a timely start to the analysis, or CITY review of draft work products, both of which are outside of CONSULTANT’s control.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall pay CONSULTANT an amount not to exceed Eighty Seven Thousand Two Hundred Ninety Dollars (\$87,290.00) for the satisfactory performance of services based on the rates set forth in the attached 9908 South Santa Monica Boulevard Condominium EIR Cost Estimate set forth as Attachment I to this Exhibit B. This amount includes actual expenses reasonably incurred in the performance of this Agreement.

The costs for the optional tasks outlined in this Exhibit shall be as follows:

Scoping Meeting: Not to exceed \$2,040
Photosimulations (3): Not to exceed \$6,000
Expedited Schedule: Not to exceed \$10,300 (15% of base contract total)

CONSULTANT shall bill the Project on a time and materials basis at the rates set forth in Attachment I to this Exhibit.

Please note that CONSULTANT assumes that the response to comments shall require approximately 23 hours of professional staff time. If the number or complexity of comments exceeds expectations CONSULTANT reserves the right to renegotiate this component of the work program.

BILLING GUIDELINES

CONSULTANT shall submit within 30 days an itemized monthly statement as required by and described in Exhibit A to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered and the hours of service as described in the Billing Guidelines set forth in this Exhibit. CITY shall pay CONSULTANT the amount of such undisputed billing within thirty (30) days of receipt of same.

CONSULTANT shall submit an itemized invoice which includes for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry and time should not be embedded); and (v) total fees billed for each entry.

CITY shall reimburse CONSULTANT for actual expenses reasonably incurred in the performance of this Agreement, such as messengers, deliveries, reproduction costs, parking and similar services incidental to the performance of this Agreement. Such expenses are categorized and listed in Exhibit B. Expenses shall not exceed the amount set forth therein unless otherwise authorized by CITY. CITY shall reimburse mileage expense at the current IRS rate for travel. CONSULTANT may seek mileage reimbursement if such expense is incurred with travel to and from CITY from CONSULTANT's office (which address is listed herein) or CONSULTANT's home (whichever is less) or other mileage incurred to meetings from such

locations as required by this Agreement. CITY shall not reimburse or pay CONSULTANT for normal and customary expenses of word processing, document preparation, clerical tasks, telephone and local travel (except mileage). Any travel costs such as airfare, hotel, means, rental cars, oil and gas are not reimbursable.

CONSULTANT shall submit an itemized statement of the reimbursable expenses for the month, which shall include documentation setting forth a clear description of the expense incurred, the back-up for each expense (i.e. parking receipt, mileage information, invoice), the number of units associated with each expense (i.e., number of copies, number of miles), the identifier of the timekeeper associates with the expense, the date the expense was incurred, the rate at which the expense is billed (i.e., per-page rate for photocopies or mileage rate).

ATTACHMENT I TO EXHIBIT B

**City of Beverly Hills
9908 S. Santa Monica Blvd Project**

Environmental Impact Report

Cost Estimate

Tasks	Cost	Hours	Rincon Labor						
			Principal \$195/hour	Prj. Mgr \$145/hour	Proj. Mgr \$135/hr	Assoc \$110/hour	Graphics \$85/hour	Critical \$65/hour	
1 Kickoff Meeting	\$1,425	9	4	4					1
2 Initial Study-Notice of Preparation	\$5,110	42	4	4	6	24	2		2
3 Administrative Draft EIR									
3.0 Executive Summary	\$720	6		1	1	4			
3.1 Project Description	\$1,930	16	1	1	4	8	2		
3.2 Introduction and Environmental Setting	\$1,220	10	1	1	1	6	1		
3.3 Environmental Impact Analysis									
<i>Aesthetics</i>	\$2,415	21	1	2	2	12	4		
<i>Air Quality</i>	\$3,395	29	1	2	2	24			
<i>Greenhouse Gases</i>	\$2,235	19	1	1	1	16			
<i>Hazards and Hazardous Materials</i>	\$2,515	21	2	1	1	16	1		
<i>Land Use and Planning</i>	\$3,105	23	1	4	16		2		
<i>Noise</i>	\$3,885	33	2	1	4	24	2		
<i>Traffic and Circulation</i>	\$1,830	16	1	1	2	8	4		
3.4 Alternatives (three, including no Project)	\$2,955	25	1	2	4	16	2		
3.5 Other Required Sections	\$365	3		1		2			
4 Draft EIR	\$3,410	30	2	2	4	16	2		4
5 Final EIR									
<i>Responses to Comments</i>	\$2,905	23		4	6	12			
<i>Mitigation Monitoring and Reporting Program</i>	\$930	8			2	6			
<i>Publication of Final Environmental Document</i>	\$1,065	11		1	2	2	2		4
6 Public Hearings (four)	\$5,440	32	16	16					
7 Project Management	\$4,910	34	6	24					4
Subtotal Labor:	\$50,340	411	45	73	58	196	24		15

Additional Costs	
Fehr & Peers (traffic)	\$12,000
Printing:	
Draft (2 hard bound copies; 20 CDs)	\$1,500
Final (2 hard bound copies; 20 CDs)	\$1,500
Supplies and Miscellaneous Expenses	\$1,810
General & Administrative	\$1,800
Subtotal Additional Costs:	\$18,610
TOTAL	\$68,950

Optional Tasks	
Scoping Meeting	\$2,040
Schedule Expediting	\$10,300
Photosimulations (3)	\$6,000