



## AGENDA REPORT

**Meeting Date:** April 5, 2016

**Item Number:** D-17

**To:** Honorable Mayor & City Council

**From:** Mark Cuneo, City Engineer

**Subject:** APPROVAL OF AMENDMENT NO. 2 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 \$345,646 FROM THE GENERAL FUND; AND

APPROVAL OF A PURCHASE ORDER TO ENVIRONMENTAL SCIENCE ASSOCIATES, INC. FOR INDEPENDENT COMPLIANCE MONITORING SERVICES IN THE AMOUNT OF \$345,646

**Attachments:**

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

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### RECOMMENDATION

Staff recommends that City Council move to approve Amendment No. 2 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 \$345,646 from the General Fund; and approve a purchase order in the amount of \$345,646.

### INTRODUCTION

Per the Memorandum of Agreement (MOA) between the City and the Los Angeles County Metropolitan Transportation Authority (Metro), and 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, Metro and Environmental Science Associates, Inc. for compliance monitoring services in the amount of \$100,000. Subsequently, on June 30, 2015, City Council approved Amendment 1 for additional funding in the amount of \$312,445.60 and an extension of the term of the agreement to June 30, 2016. In accordance with the terms of the MOA, Metro will reimburse the City for the cost of compliance monitoring services.

### **DISCUSSION**

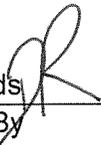
Environmental Science Associates, Inc. (ESA) has been providing Independent Compliance Monitoring services since the approval of their contract in February 2015. Their scope of services includes ensuring Metro's compliance with any and all conditions and mitigation measures in the MOA, the Metro-completed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

The current contract is in an amount not to exceed \$412,445.60. This amount was based on estimated cost for compliance monitoring services through June 30, 2016. As the utility relocation work progressed, construction activities occur during normal work hours and work days plus after hours (nights and weekends). 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 December 31, 2016, is \$758,091.60. This contract amendment also extends compliance monitoring services through December 2016, Metro's current substantial completion schedule for Advance Utilities Relocation project.

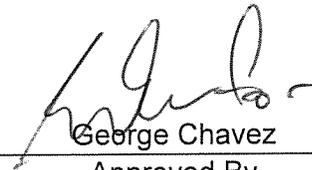
### **FISCAL IMPACT**

An appropriation of funds in the amount of \$345,646 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 Advance Utilities Relocation phase of the Westside Subway Extension project. Metro is also a party to this Agreement, Amendment No. 1 and Amendment No. 2.

Don Rhoads  
Approved By



George Chavez  
Approved By



# **Attachment 1**

AMENDMENT NO. 2 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

COMMENCEMENT DATE: February 18, 2015

TERMINATION DATE: June 30, 2017, unless extended pursuant to Section 2 of the Agreement

CONSIDERATION: Original Agreement: Not to exceed \$100,000.00, 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

Amendment No. 2: Additional amount not to exceed \$345,646.00 based on the rates set forth in Exhibit C

Original Agreement, Amendment No. 1,  
and Amendment No. 2: Total not to  
exceed \$758,091.60 (includes all  
applicable sales tax); and more  
particularly described in Exhibit C

AMENDMENT NO. 2 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. 2 is to that certain Agreement dated February 17, 2015 and identified as Contract No. 56-15 (the "Agreement"), as amended by Amendment No. 1 dated June 30, 2015 and as identified as Contract No. 304-15, 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, 2017 (“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 \$758,091.60. Such amount shall include the initial authorized amount of \$100,000, the additional amount of \$312,445.60 as authorized by Amendment No. 1 to this Agreement, plus an additional amount of \$345,646.00 as authorized by Amendment No. 2 to this Agreement.”

Section 3. Except as specifically amended by this Amendment No. 2, the terms and conditions set forth in the Agreement shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills, California

ATTEST:

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

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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RONALD W. STAMM  
Principal Deputy County Counsel

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PHILLIP A. WASHINGTON  
Chief Executive Officer

[Signatures continue]

CONSULTANT: ENVIRONMENTAL  
SCIENCE ASSOCIATES, INC.



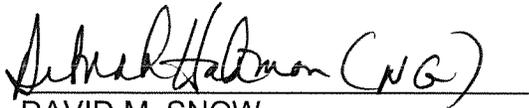
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TOM BARNES  
Vice President

[Signatures continue]

CITY OF BEVERLY HILLS:

APPROVED AS TO FORM:

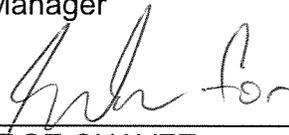


DAVID M. SNOW  
City Attorney; Interim

APPROVED AS TO CONTENT:

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MAHDI ALUZRI  
City Manager



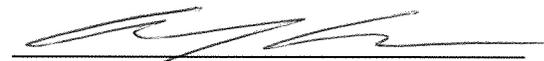
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GEORGE CHAVEZ  
Assistant City Manager/  
Director of Public Works Services



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MARK CUNEO  
City Engineer



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KARL KIRKMAN  
Risk Manager

## EXHIBIT C

### COMPENSATION

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 **\$758,091.60**. Such amount shall include the initial authorized amount of \$100,000, the additional amount of \$312,445.60 as authorized by Amendment No. 1 to this Agreement, plus an additional amount of \$345,646.00 as authorized by Amendment No. 2 to this Agreement.”

#### I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Rate
Senior Director II	\$240
Director II	\$205
Associate I	\$95

- (a) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (b) ESA reserves the right to revise or add Personnel Category Rates annually to reflect changes in its staff and operating costs.
- (c) ESA provides services that require the mobilization of staff to project sites. ESA retains the right to charge a 4-hour minimum mobilization fee in instances where there is inadequate notice of shift change or cancellation of work.

#### II. ESA Expenses

- (a) Noise Meter Usage - \$500 Monthly rate
- (b) Communications Fee - In-house costs for phone, e-mail, fax, regular postage, walk-up copier, and records retention — project labor charges multiplied by 3%

# **Attachment 2**

## ATTACHMENT 2

### Environmental Science Associates

COST ESTIMATE (April 01, 2016 to December 31, 2016)

Task #	Task Name/Description	Title						Total Hours	Labor Price	
		Senior Director II	Director II	Managing Assoc. I	Assoc. I	Project Technician III	Project Technician II			Project Technician I
Hourly Rate		\$240	\$205	\$155	\$95	\$110	\$90	\$75		
1	Independent Compliance Monitoring (4/1/16 to 6/30/16)	3	26		1324				1353	\$ 131,830
2	Independent Compliance Monitoring (7/1/16 to 12/31/16)	6	48		1980				2034	\$ 199,380
										\$ -
										\$ -
										\$ -
	<b>Total Hours:</b>	9	74	0	3304	0	0	0	<b>3387</b>	
	<b>Labor Costs:</b>	\$2,160	\$15,170	\$0	\$313,880	\$0	\$0	\$0		<b>\$ 331,210</b>
	Percent of Effort - Labor Hours Only	0.3%	2.2%	0.0%	97.5%	0.0%	0.0%	0.0%		
	Percent of Effort - Total Project Cost	0.7%	4.6%	0.0%	94.8%	0.0%	0.0%	0.0%		

ESA Labor Costs	\$331,210
3% Communication Fee on Labor Cost - 4/1/16 to 6/30/16	\$3,955
3% Communication Fee on Labor Cost - 7/1/16 to 12/31/16	\$5,981

<b>ESA Non-Labor Expenses:</b>	
Noise Meter (\$500/mo) - 4/1/16 to 6/30/16	\$1,500
Noise Meter (\$500/mo) - 7/1/16 to 12/31/16	\$3,000

<b>TOTAL PROJECT ESTIMATE</b>	<b>\$345,646</b>
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<b>Breakdown:</b>	
Cost Estimate - 4/1/16 to 6/30/16	\$ 137,285
Cost Estimate - 7/1/16 to 12/31/16	\$ 208,361
Total Project Estimate:	<u>\$ 345,646</u>