



AGENDA REPORT

Meeting Date: May 17, 2016
Item Number: D-7
To: Honorable Mayor & City Council
From: Chad Lynn, Assistant Director of Public Works Services
Logan Phillippo, Management Analyst *LP*

Subject: AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MLA GREEN, INC. DBA MIA LEHRER & ASSOCIATES FOR CONSULTANT DESIGN SERVICES IN CONNECTION WITH BEVERLY GARDENS PARK: WESTERN BLOCKS; AND

AUTHORIZE THE CITY MANAGER TO APPROVE A CHANGE PURCHASE ORDER IN THE NOT-TO-EXCEED AMOUNT OF \$460,000 FOR THESE SERVICES

Attachment:

1. Original Agreement 117-16
2. Contractor Proposal for Services

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to execute Amendment No. 1 to the Agreement between the City of Beverly Hills and MLA Green, Inc. dba Mia Lehrer & Associates for consultant design services in connection with Beverly Gardens Park: Western Blocks and a change purchase order in the not-to-exceed amount of \$460,000 for these services.

DISCUSSION

The Beverly Gardens Park Restoration Project was initiated in 2011 by a community stakeholder, Steven Gordon, who has promoted restoring the park to its original condition with historic design elements and has led a private fundraising effort in order to offset costs to the City. The 1.9-mile-long park runs parallel to the north side of Santa Monica Boulevard between Doheny Drive and the intersection of Santa Monica and Wilshire Boulevard and then continues along the north side of Wilshire until meeting Whittier Drive. It includes highly visible and iconic art pieces such as the Beverly Hills Sign and attracts both tourists and residents daily. Previous phases of the project have

included restoration of the Lilly Pond (between Canon and Beverly Drives) in early 2014 and the recent completion of the Electric Fountain (between Carmelita Avenue and Walden Drive) in April 2016.

The next phase focuses on full renovation of garden blocks western portion of the park, but does not include the recently restored Electric Fountain block or the block between Camden and Rodeo Drives, which is built out with two church buildings. Elements of this phase include:

- New bollard lighting and accent lighting along existing pathways
- Additional decomposed granite pathways that connect existing pathways to street corners for safer pedestrian crossing
- Adjustments to stormwater systems for improved drainage at intersecting alleyways and improved capture for landscaping
- New planting at the Lilly Pond block
- Low-water-use plant materials

The City has engaged the architecture firm Mia Lehrer & Associates (MLA) for previous restoration phases and proposes using this same firm for continued needed professional services. These services include conducting a topographic survey, developing design documents in coordination with the City, preparing final construction documents, assisting in obtaining appropriate permits bids necessary for construction and providing support for additional fundraising activities. Subcontractors under this agreement include Psomas for civil engineering and surveying services, P2S Engineering for electrical work and Horton Lees Brogden Lighting Design for lighting design services. MLA will also coordinate this work with the design work associated with the Santa Monica Blvd. reconstruction project.

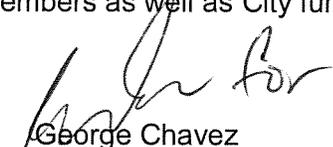
The firm proposes the design and bidding process to take approximately six months and estimates the cost of these services to total \$460,000. The original agreement (Attachment 1) included work for a topographic survey and design development kick-off. Amendment No. 1 will amend the scope of work to reflect additional services as outlined in the proposal (Attachment 2), which will continue the design development process and include development of construction documents as well as plan check and bidding support services. An outline of the costs is provided below.

| | | |
|-----------------------------------|-----------------|--------------------|
| Topographic Survey | \$40,700 | Original Agreement |
| Design Development Kick-Off | \$9,000 | Original Agreement |
| Design Development Continuation | \$170,000 | Amendment 1 |
| Construction Document Development | \$190,000 | Amendment 1 |
| Plan Check and Bidding Support | \$35,000 | Amendment 1 |
| <u>Reimbursable Expenses</u> | <u>\$15,300</u> | <u>Amendment 1</u> |
| Total | \$460,000 | |

These services represent roughly 12% of estimated costs of this phase of the Beverly Gardens Park project. For comparison, similar services for other projects such as the Beverly Hills Dog Park have represented approximately 15% of total estimated costs. For the Hamel Mini Dog Park, similar services have represented approximately 14% of estimated project costs.

FISCAL IMPACT

Consideration for the original agreement included a not-to-exceed amount of \$49,700 for the initial phases of design. Amendment No. 1 increases this consideration by \$410,300 for a total not-to-exceed amount of \$460,000 to complete the design process. Funds for the restoration project have been budgeted as part of Capital Improvement Project (CIP) 0485, Beverly Gardens Park for fiscal years 2015/16 and 2016/17. This CIP consists of both private donations from the Beverly Hills community members as well as City funds.



George Chavez
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
MLA GREEN, INC. DBA MIA LEHRER & ASSOCIATES FOR
CONSULTANT DESIGN SERVICES IN CONNECTION WITH
BEVERLY GARDENS PARK: WESTERN BLOCKS

NAME OF CONSULTANT: MLA GREEN, INC. DBA MIA LEHRER & ASSOCIATES

RESPONSIBLE PRINCIPAL OF CONSULTANT: MIA LEHRER, President

CONSULTANT'S ADDRESS: 185 South Myers Street
Los Angeles, CA 90033-3211

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: Chad Lynn, Assistant Director of Public Works

COMMENCEMENT DATE: April 1, 2016

TERMINATION DATE: December 31, 2016

CONSIDERATION: Not to exceed \$40,700.00 for Survey services and not to exceed \$9,000 for Design Development Kick off including reimbursable expenses as more particularly described in Exhibit A,

Total not to exceed \$49,700 and more particularly described in Exhibit B.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
MLA GREEN, INC. DBA MIA LEHRER & ASSOCIATES FOR
CONSULTANT DESIGN SERVICES IN CONNECTION WITH
BEVERLY GARDENS PARK: WESTERN BLOCKS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and MLA Green, INC dba MIA LEHRER & Associates., a Corporation (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to contract for services provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

(b) Expenses

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

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

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

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance.

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

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

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification.

(a) In connection with the design professional services required by this Agreement, and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify CITY, and its elected officials, officers, employees, designated volunteers, and agents serving as independent contractors in the role of city officials,

("Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subconsultants, or agents in the performance of its professional design services under this Agreement. CONSULTANT shall defend Indemnitees in any actions filed in connection with any such claims with counsel of Indemnitees' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

(b) In connection with all claims not covered by Paragraph (a), and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify Indemnitees from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to CONSULTANT's performance of this Agreement. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of Indemnitees' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section 12 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

(c) All duties of CONSULTANT under this Section 12 shall survive termination of the Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the 13th day of April 2016 at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

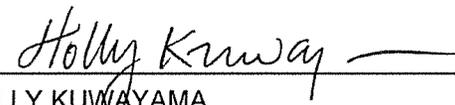


MAHDI ALUZRI KK
City Manager

CONSULTANT:
MLA Green, Inc. dba Mia Lehrer +
Associates



MIA LEHRER
President

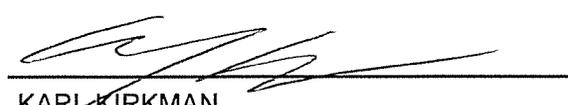


HOLLY KUWAYAMA
Secretary

APPROVED AS TO CONTENT



GEORGE CHAVEZ
Assistant City Manager/ Director of Public
Works Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT, under the direction of the CITY'S Project Manager, shall perform professional Landscape Architectural Services in connection with Beverly Gardens Parks: Western Blocks, located on the Santa Monica Boulevard and Wilshire Boulevard from Beverly Drive to Whittier Drive (excluding Block 16 to Camden and Block 21 Walden to Carmelita) in the City of Beverly Hills, CA.

DESCRIPTION OF WORK:

Phase One: Topographical Survey and Design Development Kick Off. Consultant will coordinate and oversee the production of the topographical survey. Upon the completion of the survey the Consultant shall initiate assessments, planting palettes, review of materials and fixtures.

SCOPE OF SERVICES:

- A. Block 14: Lily Pond Garden at Canon Drive to Beverly Drive
Planting Recommendations at the Lily Pond
- B. Block 15: Kusama "Tulips" Garden at Beverly Drive to Rodeo Drive
Landscape Renovation for the Full Garden Block
- C. Block 17: Cactus Garden at Camden Drive to Bedford Drive
Landscape Renovation for the full Garden Block
- D. Block 18: Bedford Roxbury Pergola Garden at Bedford Drive to Roxbury Drive
Landscape Renovation for the full Garden Block
- E. Block 19: Roxbury Linden Garden at Roxbury Drive to Linden Drive
Landscape Renovation for the full Garden Block
- F. Block 20: Linden Walden Garden at Linden Drive to Walden Drive
Landscape Renovation for the full Garden Block
- G. Block 22: Carmelita Trenton Pergola Garden at Carmelita Avenue to Trenton Drive
Landscape Renovation for the full Garden Block
- H. Block 23: Whittier Gateway Garden at Trenton Drive to Whittier
Landscape Renovation for the full Garden Block

The Consultant shall proceed with the work of each phase only upon authorization by the City of Beverly Hills. At the completion of the Design Development phase, we will evaluate the funding budget for the project and may revise the scope of work and/or schedule accordingly.

Topographic Survey – 4-6 Weeks (Block 15, 17-20, 22-23)

The Consultant shall prepare a design topographic survey. A crew will be dispatched to the site and will tie into the existing control survey used as the basis for the existing Santa Monica

Boulevard survey. One tied into the control, it will be used as the basis for horizontal and vertical datums. Work elements to include:

1. Obtain elevations through the sites in sufficient detail to develop one foot contours.
2. Work will fall within the park sites and will include spot elevations at back of walk, top of curb, flow line and edge of gutter along street frontages every 50 feet.
3. Surface visible signs of utility improvements will also be located and mapped.
4. The final deliverable will consist of a hard copy along with an AutoCAD and DTM file.

Design Development Kick Off – 2 Weeks (Blocks 14, 15, 17-20, 22-23)

Once the Topographic Survey is completed the Consultant Team shall refine the design with particular attention to the interface between the site work and the buildings. Certain elements of the site design may be incorporated in other consultant's documents. The Consultant's work for Phase One will include:

1. Kick-Off with the Project Team and the City.
2. Development of planting palettes for the garden blocks especially the cactus garden. Deliverables may include a narrative, drawings, photos or other graphic representations for the cactus garden block and for the remaining blocks.
3. Development of planting recommendations for the Lily Pond garden block. Deliverables may include a narrative, drawings, photos or other graphic representations for the cactus garden block and for the remaining blocks.

Milestone Schedule:

Time between scheduled milestones contingent on timing of client review process;

| Task Assignment: Phase One | Total Duration Prior to City Acceptance (Calendar Weeks) |
|------------------------------------|---|
| | |
| Topographic Survey | 6 weeks |
| Design Development Kick off | 2 weeks |
| Total | 8 weeks |

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

| Task Assignment: Phase One | Services | Total |
|------------------------------------|-------------------------------|--------------------|
| | | |
| Topographic Survey | Civil Engineering | \$40,700.00 |
| Design Development Kick Off | Landscape Architecture | \$9,000.00 |
| | | |
| NOT TO EXCEED AMOUNT | | \$49,700.00 |

CITY agrees to compensate CONSULTANT for the satisfactory performance of the work described in Exhibit A, a not to exceed amount of Forty Nine Thousand and Seven Hundred Dollars, (\$49,700.00) based on the hourly rates stipulated herein. Reimbursable expenses shall be billed in the next phase and will be in addition to the professional services.

In no event shall the Fee exceed Forty Nine Thousand Seven Hundred Dollars (\$49,700.00)

CONSULTANT shall submit an itemized statement to CITY on a CITY approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service, if appropriate. CITY shall pay CONSULTANT the undisputed amount of such billing within thirty (30) days of receipt of same.

The following hourly rate schedule shall apply to services under this Agreement:

HOURLY RATES

Mia Lehrer + Associates – Landscape Architecture

President will be billed at \$250.00 per hour,
Principal at \$175.00 per hour,
Associate at \$125 per hour, and
Project Designer at \$100.00 per hour.

Psomas – Civil & Surveyor

Principal In Charge at \$200-275 per hour, Project Manager at \$150-240 per hour, Project Engineer at \$140-180 per hour, Designer at \$85-140 per hour, Draftsman at \$85-125 per hour, Surveyors at \$105-155 per hour.

P2S Engineering – Electrical

Principal at \$220 per hour, Engineer Grade at \$143-\$210 per hour, Design Engineer at \$112-\$175 per hour, Design Grade at \$98-\$119 per hour, CAD/BIM Grade at \$79-\$99 per hour and Production Assistant at \$74 per hour.

Horton Lees Brogden Lighting Design – Lighting Designer

Principal at \$200-\$230 per hour, Associates \$150-\$180 per hour, Senior Designer at \$110-\$150 per hour, Designers at \$75-\$110 per hour, and Project Assistants/Administrative at \$40-\$85 per hour.

EXCLUSION TO THE SCOPE OF SERVICES:

The Client shall provide the project program, project requirements, technical and legal information about the site as required by the Consultant for the performance of the work. This information shall be supplied to the consultant prior to the commencement of any work. The following services are not included within the scope of this Agreement

1. Provision of bounty surveys, legal descriptions of the property, soils testing, structural, mechanical engineering or other engineering services.
2. Revisions to the opinion of probable costs after 50% completion after their approval by the Client or City when such revisions arise out of a decision by the Client or City to modify the project program or budget and when such revisions are not the result of actions by the Consultant or could not have reasonably been foreseen by the Consultant. These changes will be made as extra services and compensated at our hourly rates.
3. Preparation of additional fundraising graphic materials or presentation models.
Phase Two:
 4. Design Development Continuation
 5. Construction Documentation
 6. Plan check and Bidding

If the Client requests these services or other services not described under Scope of Services; and if the Consultant consents to perform them, they will be performed as Extra Services.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.

ADDRESS

B.

C.

| COMPANY (A.B.C.) | COVERAGE | POLICY NUMBER | EXPIRATION DATE | B.I. | LIMITS P.D. | AGGREGATE |
|---------------------|---|------------------|--------------------|------|----------------|-----------|
| | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED PERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION | | | | | |

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : _____ BY : _____

 Authorized Insurance Representative
 TITLE : _____
 AGENCY : _____ Address : _____

Attachment 2

24 February 2016

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210

Re: Proposal for Landscape Architectural Design Professional Consulting Services for the garden blocks located on Santa Monica Boulevard and Wilshire Boulevard from Canon Drive to Whittier Drive (excluding block 16 Rodeo to Camden and block 21 Walden to Carmelita) at Beverly Gardens Park, Beverly Hills, California

Dear City of Beverly Hills:

We are excited that there is interest in restoring the western portion of Beverly Gardens Park. Mia Lehrer + Associates will develop design drawings for the garden blocks located on Santa Monica Boulevard and Wilshire Boulevard from Beverly Drive to Whittier Drive (excluding block 16 Rodeo to Camden and block 21 Walden to Carmelita)

The landscape approach is to reduce the overall amount of lawn and replace with low water use planting similar to what has been implemented at Electric Fountain garden. New pathway bollard lighting and accent lighting will be installed as well as a new secondary pathway directing visitors to the corners for safe pedestrian crossing. Enhanced paving and stormwater considerations will be contemplated for improving water filtration at the blocks that have alleys intersecting the gardens.

We are looking forward to a creative and successful collaboration with you and the project team. Please feel free to call me to discuss the content of this proposal and with any questions you might have. We look forward to continuing work on this significant Beverly Hills project.

Sincerely,



Mia Lehrer, President
MLA Green, Inc., a California Corporation
d.b.a: Mia Lehrer + Associates

AGREEMENT FOR CONSULTING SERVICES

This agreement is by and between the City of Beverly Hills (Client), Beverly Hills, CA and MLATMGreen, Inc. d.b.a Mia Lehrer + Associates (Consultant), Los Angeles, California. The Consultant shall provide to the Client professional services for site design of the Beverly Gardens Park located in Beverly Hills, California.

PROJECT DESCRIPTION

Beverly Gardens Park is Beverly Hills' most visible expanse of green space comprised of 22 blocks of parks. Built in 1907, the parks feature fountains, sculptures, pergolas, specialty plant collections including roses, cactus, and palms; connected by a tree lined DG walking path.

Site Information

The City shall supply to the Consultant all available documents describing the project. Information shall include topographic surveys, development conditions and City requirements as applicable prior to the start of the work. Previous design documents shall be supplied in AutoCAD format for the consultant's use.

PROJECT TEAM

Landscape Architect and Lead Consultant
MIA LEHRER + ASSOCIATES
Mia Lehrer, Michelle Sullivan, Holly Kuwayama
185 S Myers Street
Los Angeles, CA 90033
213/384-3844
www.mlagreen.com

Electrical Engineer
P2S ENGINEERING, INC.
Aravind Batra, PE LC, LEED
5000 East Spring St, 8th Floor
Long Beach, CA 90815-5218
562/497-2999
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Lighting Designer
HORTON LEES BROGDEN LIGHTING DESIGN
HT Tina Aghassian, LC, x319
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Civil Engineer
PSOMAS INC.
Sarah Curran, PE
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SCOPE OF SERVICES

The Consultant shall develop based landscape design drawings for the following garden blocks:

- A. Block 14: Lily Pond Garden at Canon Drive to Beverly Drive
Planting Recommendations at the Lily Pond

- B. Block 15: Kusama 'Tullips' Garden at Beverly Drive to Rodeo Drive
Landscape Renovation for the Full Garden Block
- C. Block 17: Cactus Garden at Camden Drive to Bedford Drive
Landscape Renovation for the Full Garden Block
- D. Block 18: Bedford Roxbury Pergola Garden at Bedford Drive to Roxbury Drive
Landscape Renovation for the Full Garden Block
- E. Block 19: Roxbury Linden Garden at Roxbury Drive to Linden Drive
Landscape Renovation for the Full Garden Block
- F. Block 20: Linden Walden Garden at Linden Drive to Walden Drive
Landscape Renovation for the Full Garden Block
- G. Block 22: Carmelita Trenton Pergola Garden at Carmelita Avenue to Trenton Drive
Landscape Renovation for the Full Garden Block
- H. Block 23: Whittier Gateway Garden at Trenton Drive to Whittier
Landscape Renovation for the Full Garden Block

Scope of Work

The Consultant shall proceed with the work of each phase only upon authorization by the City of Beverly Hills. At the completion of the Design Development phase, we will evaluate the funding budget for the project and may revise the scope of work and/or schedule accordingly.

Topographic Survey – 4-6 Weeks (Blocks 15, 17-20, 22-23)

The Consultant shall prepare a design topographic survey. A crew will be dispatched to the site and will tie into the existing control survey used as the basis for the existing Santa Monica Boulevard survey. One tied into the control, it will be used as the basis for horizontal and vertical datums. Work elements to include:

1. Obtain elevations through the sites in sufficient detail to develop one foot contours.
2. Work will fall within the park sites and will include spot elevations at back of walk, top of curb, flow line and edge of gutter along street frontages every 50 feet.
3. Surface visible signs of utility improvements will also be located and mapped.
4. The final deliverable will consist of a hard copy along with an AutoCAD and DTM file.

Design Development Kick Off – 2 Weeks (Blocks 14, 15, 17-20, 22-23)

Once the Topographic Survey is completed the Consultant Team shall refine the design with particular attention to the interface between the site work and the buildings. Certain elements of the site design may be incorporated in other consultant's documents. The Consultant's work will include:

1. Kick-Off with the Project Team and the City.
2. Development of planting palettes for the garden blocks especially the cactus garden.
3. Development of planting recommendations for the Lily Pond garden block.

Design Development Continuation – 6 Weeks
(Blocks 15, 17-20, 22-23)

The Consultant's work will include:

1. Demolition/relocation plans of hardscape and planting materials to be removed and/or relocated.
2. Development of layout plans, material selections, site furnishings, preliminary details, sections/elevations and outline specifications for typical landscape areas and features. Layout and materials drawings to be prepared by Landscape Architect.
3. Preparation of preliminary irrigation drawings and outline specifications for new or modified planting areas with proposed mainline crossing at road areas and coordination with Civil Engineer. Irrigation recommendations to be in coordination with the Prop A improvements. Irrigation drawings to be prepared by Landscape Architect.
4. Planting plans, preliminary details and outline specifications depicting the general layout of planting by plant character, growth characteristics and size. Planting drawings to be prepared by Landscape Architect.
5. Lighting plans, details and outline specifications for the memorial, sculpture and landscape lighting. Includes utilization of approved Beverly Gardens Park light fixtures for consistency throughout the park in future phases; electric lighting calculations as required with landscape and electric design. Lighting Consultant to coordinate with Electrical Engineer.
6. Development of grading and drainage plans, preliminary details, sections/elevations and outline specifications for typical site areas and features prepared by Civil Engineer.
7. Electrical plans drawings, details and outline specifications for memorial, sculpture and landscape lighting prepared by MEP Engineer.
8. Coordination on preparation of the Opinion of Probable Costs by Pre-Construction Consultant and review with Client and the City to confirm project funding and revised Opinion of Probable Costs.
9. Attendance at up to four (4) meetings with the Client and/or the consultants to coordinate the design and technical issues related to the site work. Meetings to be coordinated by Landscape Architect.
10. Present at one (1) city council meetings and one (1) parks and recreation commission meetings.
11. Coordination with City of Beverly Hills staff including Department of Community Services, Public Works, Building & Safety, Engineering, Planning and other departments as requested of the City, Friends of Beverly Gardens, and sub-consultants.

Construction Documents - 8 Weeks
(Blocks 15, 17-20, 22-23)

Following the approval of the Design Development drawings and the cost estimate by the City, the Consultant shall prepare construction documents to be used as the basis for soliciting bids from contractors for the actual construction of the project. The Consultant's work will include:

1. Preparation of working drawings showing the following information:
 - A. Planting Plan to include the number, location, species and size of all plants and planting details.

- B. Irrigation Plan downstream from the point of connection, including the location of main lines, laterals, heads, valves, and controller. Irrigation details for the system from the point of connection.
 - C. Layout plan showing the location of paving areas, curbs, and manufactured site furniture.
 - D. Site construction details, enlarged plans, sections and elevations for paving, curbs, and other hardscape elements.
 - E. Lighting plans with final lighting fixture schedule, general conditions, specification, cuts and/or detail drawings. A revised electric lighting calculation of illuminances for verification of lighting design concepts. Assistance with coordination of lighting design with landscape and electrical design.
 - F. Civil drawings with horizontal and vertical location and size of existing on-site utilities as determined from available record drawings and/or site surveys. Drainage and grading aspects related to fountain water supply. The drawings exclude electronic or pothole utility investigation or survey.
 - G. Electrical drawings to include plans, details and specifications. Electric drawings to finalize electrical load calculations with requirements for electrical service, correspondence to SCE of additional loads being added to the existing services.
 - H. Specifications for items 1.A – 1.I in corroboration with City staff.
2. Attendance at up to four (4) meetings with the Client and/or the consultants to review the progress of the construction documents and discuss design, coordination, and cost issues.
 3. Coordination with City of Beverly Hills staff including Department of Community Services, Public Works, Building & Safety, Engineering, Planning and other departments as requested of the City, Friends of Beverly Gardens, and sub-consultants.

Plan Check and Bidding - 8 Weeks
(Blocks 15, 17-20, 22-23)

The Consultant will assist the Client and the City of Beverly Hills in attempting to obtain permits and bids and assure compliance with the construction documents. It is assumed the project will be put to bid by the City of Beverly Hills and the process will be overseen by the City Office of Project Administration.

As a part of this work the Consultant may:

1. In consultation with City Staff, submit construction document package to City of Beverly Hills for a streamlined permitting process and project approvals.
2. Revise the construction document package to the City of Beverly Hills to meet project budget requirements.
3. Attend a bidding meeting with invited contractors for project.
4. Respond to RFI's during the bidding process.
5. Coordination with City of Beverly Hills staff including Department of Community Services, Public Works, Building & Safety, Engineering, Planning and other departments as requested of the City, Friends of Beverly Gardens, and sub-consultants.

Fundraising Support

The Lead Consultant is available to support fundraising activities attending special meetings with key stakeholders and participating in donor relations meetings. A maximum of one meeting per month.

FEES FOR PROFESSIONAL SERVICES

Compensation:

| | |
|-----------------------------|--------------------|
| Survey | \$40,700.00 |
| Design Development Kick-Off | \$9,000.00 |
| <u>TOTAL</u> | <u>\$49,700.00</u> |

| | |
|---------------------------------|---------------------|
| Design Development Continuation | \$170,000.00 |
| Construction Documents | \$190,000.00 |
| Plan Check and Bidding | \$35,000.00 |
| <u>TOTAL</u> | <u>\$395,000.00</u> |

Invoices: Invoices shall be issued on a percentage of completion on a per phase basis. Monthly payments reflect progress payments for work completed. Work will go on hold if payment is not received within 30 days of invoice date.

REIMBURSABLE EXPENSES

Reimbursable expenses are estimated to be \$15,300.00. Reimbursable expenses are in addition to fees for professional services. Direct costs or reimbursable expenses are billed at cost plus a 15% processing fee and shall include:

- A. Copies or reproductions including plots, booklets, reports, and estimates furnished or prepared in connection with this Agreement.
- B. Postage, shipping, delivery and messenger expenses other than first class mail.
- C. Long distance telephone, cellular and teleconference charges.
- D. All travel including taxis, parking, rental vehicles, public transit costs, and meals.
- E. Parking and mileage costs for meetings and site visits.
- F. Fees for sub-consultants as approved in advance by the Client.
- G. Presentation quality perspectives, digital montages or 3-D models and their materials.

HOURLY RATES

Mia Lehrer + Associates – Landscape Architecture

President will be billed at \$250.00 per hour, Principal at \$175.00 per hour, Associate at \$125 per hour and Project Designer at \$100.00 per hour.

Psomas – Civil & Surveyor

Principal In Charge at \$200-275 per hour, Project Manager at \$150-240 per hour, Project Engineer at \$140-180 per hour, Designer at \$85-140 per hour, Draftsman at \$85-125 per hour, Surveyors at \$105-155 per hour.

Mia Lehrer + Associates

P2S Engineering – Electrical

Principal at \$220 per hour, Engineer Grade at \$143-\$210 per hour, Design Engineer at \$112-\$175 per hour, Design Grade at \$98-\$119 per hour, CAD/BIM Grade at \$79-\$99 per hour and Production Assistant at \$74 per hour.

Horton Lees Brogden Lighting Design – Lighting Designer

Principal at \$200-\$230 per hour, Associates \$150-\$180 per hour, Senior Designer at \$110-\$150 per hour, Designers at \$75-\$125 per hour, and Project Assistants/Administrative at \$40-\$85 per hour.

EXCLUSION TO THE SCOPE OF SERVICES

The Client shall provide the project program, project requirements, technical and legal information about the site as required by the Consultant for the performance of the work. This information shall be supplied to the consultant prior to the commencement of any work. The following services are not included within the scope of this Agreement

1. Provision of bounty surveys, legal descriptions of the property, soils testing, structural, mechanical engineering or other engineering services.
2. Revisions to the opinion of probable costs after 50% completion after their approval by the Client or City when such revisions arise out of a decision by the Client or City to modify the project program or budget and when such revisions are not the result of actions by the Consultant or could not have reasonably been foreseen by the Consultant. These changes will be made as extra services and compensated at our hourly rates.
3. Preparation of additional fundraising graphic materials or presentation models.

If the Client requests these services or other services not described under Scope of Services; and if the Consultant consents to perform them, they will be performed as Extra Services.

EXTRA SERVICES

Extra services shall be performed only with approval by the Client and shall be billed on an hourly basis subject to the same rates and conditions as fees for professional services.

ACCOUNTS

Accounts are payable 30 days from the date of invoice at the office of the Consultant. Any and all amounts not paid 30 days after the invoice date shall bear interest from the due date until paid at the prevailing legal rate.

CONTRACT DURATION

It is assumed the scope of work will be completed by end of June 2016. If the project duration extends beyond this period fees will have to be adjusted accordingly.

INSURANCE

The Consultant will have the following insurances in place during the duration of the contract: with the City of Beverly Hills named as an additional insured on:

- **General Liability** - Consultant shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury, death, loss or property damage for products or completed operations and any and all other activities undertaken by Consultant in the performance of this Agreement.
- **Professional Liability** – 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 with a minimum limit of one million dollars (\$1,000,000) per claim and aggregate for errors and/or omissions of Consultant in the performance of this Agreement.
- **Worker's Compensation** – Consultant agrees to maintain in force at all times during the performance of work under this Agreement worker's compensation insurance as required by the law. Consultant shall require any subcontractor similarly to provide such compensation insurance for their respective employees.

CREDITS AND ACKNOWLEDGMENTS

The Consultant shall be given proper credit and acknowledgment for all services. Proper credit shall be defined as being named by the Client or City and/or his agents in such circumstances as project signs, published articles, brochures, and similar documents; provided, however, that City shall not be obligated to put up project signs, publish articles, brochures or similar documents.

OWNERSHIP OF DOCUMENTS

Original drawings and other documents including models, as instruments of service, are the property of the Consultant. They shall not be used on other projects before notifying proper parties. Reproducible copies of final documents shall be furnished to the City of Beverly Hills upon request.

SUCCESSORS AND ASSIGNS

It is mutually understood that this Agreement shall be binding upon the Client and his successors and assigns and upon the Consultant and his successors and assigns. Neither party shall assign or transfer its interest in this Agreement or any part thereof without the written consent of the other party.

TERMINATION

The terms of this contract if not signed by both parties are only valid for up to two months from the date of this contract. Beyond that date, this contract is no longer valid and a new contract will have to be drafted. It is mutually understood that the services described in this Agreement may be terminated upon 10 days written notice at the discretion of the Client or the Consultant. In the event of termination the Consultant shall be compensated as set forth herein for all work performed and reimbursable costs prior to the date of termination.

DISPUTE RESOLUTION

Client and landscape architect agree to mediate claims or disputes or other matters arising out of or relating to this Agreement. The mediation shall be decided by a mediation service experienced in handling construction disputes and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. A demand for mediation shall be made within a reasonable time after such claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the application law.

HOLD HARMLESS

The Client agrees to indemnify, defend and hold the landscape architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fee and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including non-performance of obligations under this agreement, except to the extent such damages or losses are found by the court or forum of competent jurisdiction to be caused by the landscape architect's negligent errors or omissions.

INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, City Council and each member thereof, and every officer, employee and agent of City, from any suit, claim, liability or financial loss, (including, without limitation, reasonable attorney fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions of Consultants, its officers, and employees in the performance of this Agreement.

PROJECT MAINTENANCE

Client and City acknowledges and agrees that proper project maintenance is required after the project is complete. A lack of or improper maintenance in areas such as, but not limited to pedestrian pavements, over structure planters and irrigation systems, may result in damage to property or persons. Client and City further acknowledges that the Consultant is not responsible for any damage to property or persons arising solely from and directly as a result of any lack of or improper maintenance.