



## AGENDA REPORT

**Meeting Date:** January 29, 2008

**Item Number:** F-7

**To:** Honorable Mayor & City Council

**From:** Vincent P. Bertoni, AICP, Director of Community Development  
David Reyes, Senior Planner

**Subject:** APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT  
BETWEEN THE CITY OF BEVERLY HILLS AND WILLDAN FOR THE  
PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR  
THE BEVERLY HILLS (FORMER) INDUSTRIAL AREA

**Attachments:** Amendment No. 1 to Agreement

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### RECOMMENDATION

Staff recommends the approval of Amendment No. 1 to a contract with Willdan for the preparation of an Environmental Impact Report (EIR) for the Entertainment Business District area formerly known as the "Industrial Area." The proposed amendment does not alter the scope or costs associated with the existing contract.

### INTRODUCTION

On December 20, 2005, the City entered into a professional services agreement with Willdan for the preparation of an Environmental Impact Report associated with a possible reconsideration of the land use plan of the area. The overarching goal of any amendments to the existing Zoning or General Plan land use designation that may occur is to establish a comprehensive strategy for the unified, cohesive development of this area. Although considerable work has been performed by Willdan to date, the existing contract is structured to allow for payment of services rendered only upon completion of specific milestones.

The City wishes to alter these milestones to allow payment for significant services rendered.

**DISCUSSION**

City contracts for the preparation of Environmental Impact Reports have historically been structured to allow payment of services only upon completion of specific milestones. The intent was to ensure that the contract was not completely exhausted prior to final completion of the specified scope. Through experience, staff has learned that these milestones can result in unintended consequences that strain the professional relationship between the consultant and staff when a significant amount of work is expended that is not in alignment with the specified milestones and invoices cannot be paid.

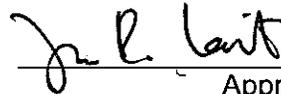
The amendment proposes to alter the milestones of the original contract in an effort to reconcile the payment schedule with the work that is actually undertaken by the consultant and subconsultants.

No change to the scope of work or contract amount is proposed.

**FISCAL IMPACT**

Since no changes to the contract amount are proposed, approval of the contract amendment will not have any fiscal impact.

Vincent P. Bertoni, AICP  
Director of Community Development



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Approved By

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND WILLDAN FOR THE  
PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT  
FOR THE BEVERLY HILLS (FORMER) INDUSTRIAL AREA

This Amendment No. 1 is to that certain Agreement, dated December 20, 2005, and identified as Contract No. 375-05, a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills (hereinafter called "City") and Willdan, (hereinafter called "Consultant") for the preparation of an environmental impact report for the Beverly Hills (former) Industrial Area ("Agreement").

RECITALS

A. City entered into a written agreement, dated December 20, 2005, for the preparation of an environmental impact report for the Beverly Hills (former) Industrial Area.

B. City desires to amend the method of payment provision of the Agreement to bring the payment schedule more closely in line with the work milestones.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. Paragraph 9 of the Agreement, entitled "Method of Payment" shall be amended to read as follows:

"9. METHOD OF PAYMENT

Payment shall be made as specified in this Section for satisfactory completion of the following phases. Such payment shall be made within thirty (30) days after receipt of invoices detailing the services performed and the hours of service on a form approved by CITY.

- (a) 5% of the Agreement amount upon completion of public scoping meeting.
- (b) 40% of the Agreement amount upon submission of screencheck Cultural Resource Studies and preliminary Traffic findings and mitigations to the satisfaction of CITY.
- (c) 10% of the Agreement amount upon submission of screencheck Traffic Study.

- (d) 15% of the Agreement amount upon submittal of five copies of the Screen Check DEIR.
- (e) 10% of the Agreement amount upon submittal of forty of the copies DIER.
- (f) 10% of the Agreement amount upon submittal of thirty copies of the Responses to Comments.
- (g) 10% of the Agreement amount upon final actions by City or sixty (60) days after completion of the response to comments, whichever occurs first.”

Section 2. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement between the City of Beverly Hills and Willdan, dated December 20, 2005, shall remain in full force and effect.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2008, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of Beverly Hills, California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

(SEAL)

CONSULTANT: WILLDAN

  
\_\_\_\_\_  
WILLIAM C. PAGETT, D.E.  
Senior Vice President

\_\_\_\_\_  
DAVID HUNT  
President and Chief Executive Officer

[Signatures continue]

- (d) 15% of the Agreement amount upon submittal of five copies of the Screen Check DEIR.
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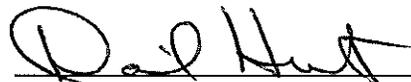
Executed this \_\_\_\_ day of \_\_\_\_\_, 2008, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of Beverly Hills, California

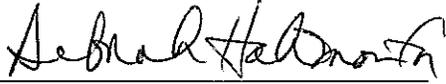
CONSULTANT: WILLDAN

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WILLIAM C. PAGETT, P.E.  
Senior Vice President

  
\_\_\_\_\_  
DAVID HUNT  
President and Chief Executive Officer

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

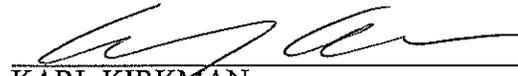
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RODERICK J. WOOD  
City Manager



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VINCENT P. BERTONI, AICP *on*  
Director of Community Development



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KARL KIRKMAN  
Risk Manager