



AGENDA REPORT

Meeting Date: March 4, 2008
Item Number: F-9
To: Honorable Mayor & City Council
From: Allen Rubenstein, Project Manager
Subject: APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND INTERNATIONAL PARKING DESIGN, INC. FOR CONSULTANT SERVICES RELATED TO THE PARKING STRUCTURE LOCATED AT 455 NORTH CRESCENT DRIVE; AND APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$147,000 TO INTERNATIONAL PARKING DESIGN, INC. FOR THESE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council approve the agreement with International Parking Design, Inc. (IPD) and approve a purchase order in the amount of \$147,000. This sum is comprised of a fee of \$112,000 and an additional \$35,000 for contingencies and reimbursable expenses.

INTRODUCTION

The City engaged IPD to develop conceptual designs for a subterranean parking structure under North Crescent Drive and the City Hall lawn between Santa Monica Boulevards North and South. This facility would serve the business triangle and the contiguous Wallis Annenberg Cultural Center (Cultural Center). Various options were explored including alternate vehicular entrances and exits, street modifications, and pedestrian access to the business triangle and the Cultural Center.

DISCUSSION

The conceptual designs uncovered a number of issues that it is now appropriate to resolve. Additional studies are needed to identify, investigate, and frame all of the aesthetic, technical, financial, and scheduling decisions that have to be made. This study will allow the City and the Cultural Center, to the extent that it is affected, make reasoned judgments and understand how each decision affects another.

Some of the issues that remain unresolved are the pedestrian stair, elevator and escalator design and location, urban design alternatives to the City Hall lawn, trees and steps, street furniture, street width, signs, and paving patterns. There are also entrance and exit traffic conflicts to be studied. Additionally, there are technical issues regarding utilities to identify, which can be routed around the facility and which may pass through. Some of the tasks that the team will undertake in this phase are to develop a comprehensive list of outstanding issues and problems, and provide alternative solutions. Included are the interface between the parking facility and the Cultural Center, traffic and utilities, street closures and other construction impacts. In addition to the design issues described above, this design phase will present options for consideration of both a two-level and three-level parking facility.

IPD has assembled a team of consultants that includes Pamela Burton and Company, landscape architects; Studio Pali Fekete Architects, who are also the architects for the Cultural Center; and several engineering firms in various disciplines to provide the necessary professional expertise.

At the completion of this contract, subsequent design services should be able to proceed efficiently since all of the major issues will have been identified and appropriate solutions selected by the City.

It is estimated that these services will be completed by August 2008. The Construction Documents could be completed by July 2009, and a two level parking structure finished by March 2011. A three level facility will take several months longer. This schedule is being discussed with the Cultural Center so that both projects are coordinated.

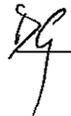
FISCAL IMPACT

Funding for this agreement has been allocated from the fiscal year 07-08 Capital Improvement Program (CIP) budget for Project #0897, and is available to cover the cost of these services. Future consulting fees are estimated to be approximately \$1,200,000, for a total of \$1,312,000, plus contingencies and reimbursable expenses.

Funding for the construction of this facility will be presented for consideration in the fiscal year 08-09 CIP budget.



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
INTERNATIONAL PARKING DESIGN, INC. FOR CONSULTANT
SERVICES RELATED TO THE PARKING STRUCTURE LOCATED
AT 455 NORTH CRESCENT DRIVE

NAME OF CONSULTANT: International Parking Design, Inc.

CONSULTANT'S DESIGNATED REPRESENTATIVE: Clifford E. Smith, President

CONSULTANT'S ADDRESS: 14144 Ventura Blvd., Suite 100
Sherman Oaks, California 91423

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: Alan Schneider
Director of Project Administration

CITY'S DESIGNATED REPRESENTATIVE: Alan Schneider
Director of Project Administration

COMMENCEMENT DATE: Upon receipt of Notice to Proceed

COMPLETION DATE: Upon final acceptance by the City Council
or the City's Designated Representative but
no later than April 1, 2009

COMPENSATION: Professional fees not to exceed \$112,000
based on the rates set forth in Exhibit B;
Contingency not to exceed \$25,000 as more
fully described in Exhibit B;
Reimbursable expenses not to exceed
\$10,000 as described in Exhibit D;
Total compensation, including Professional
Fees, Contingency and Reimbursable
Expenses, not to exceed \$147,000.

CONSULTANT'S SUB-CONSULTANTS As listed in Exhibit E by name and
discipline

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
INTERNATIONAL PARKING DESIGN, INC. FOR CONSULTANT
SERVICES RELATED TO THE PARKING STRUCTURE LOCATED
AT 455 NORTH CRESCENT DRIVE

THIS AGREEMENT is entered between the City of Beverly Hills ("City") and International Parking Design, Inc. ("Consultant").

R E C I T A L S

- A. City entered into an agreement with Consultant that, in part, required them to provide conceptual designs for a two-level 300-vehicle subterranean parking structure located at 455 North Crescent Drive and extending under the west lawn of City Hall I (herein called "Parking Structure" or "Project").
- B. Various options were studied in the previous design, including two flat parking levels, sloping floor designs, entrances and exits on Santa Monica Blvd south/Burton Way, a valet ramp at Santa Monica North, and an additional public ramp on Santa Monica North.
- C. City now desires to have the consultant provide additional architectural and engineering studies that will continue to explore and resolve to a schematic degree all of the issues that require decisions by the City and other agencies, including but not limited to, the Annenberg Theater interface, utilities, street design alternatives, City Hall lawn design alternatives, traffic and pedestrian entrances, exit and traffic issues, and alternate garage designs.
- D. Pursuant to the authority provided by Government Code Section 37103, City desires to engage Consultant to design the Project in the manner set forth herein and more fully described in Exhibit A.

NOW, THEREFORE, the parties agree as follows:

Section 1. Scope and Level of Services.

A. Subject to the terms and conditions set forth in this Agreement, City hereby engages Consultant, and Consultant hereby accepts such engagement, to perform the technical and professional services necessary to prepare all drawings, specifications, design and other documents for the Project as described in Exhibit A, attached hereto and incorporated herein.

B. In providing the Consultant's services, Consultant will review applicable laws, statutes, ordinances, codes, and other regulations affecting the Project,

including without limitation, for the purpose of determining accessibility requirements, the State of California handicap accessibility requirements, and seismic requirements (collectively, "Laws"). The Consultant shall prepare all design documents in compliance with such Laws.

C. Consultant hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein. In light of such status and experience, Consultant hereby covenants that it shall follow the customary professional standards in performing all services required hereunder.

D. Consultant shall provide prompt written notice to City if Consultant becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Consultant's plans, specifications or working drawings.

E. By executing this Agreement, Consultant warrants that, to the extent required by the standard of practice, Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. Consultant warrants that Consultant, to the extent required by the standard of practice, has investigated the visible portions of the construction site(s) and is reasonably acquainted with the conditions there existing. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City Representative.

Section 2. Time of Performance. Consultant shall commence the services described in Section 1 upon the City's giving to Consultant a written notice to proceed and shall diligently prosecute the services to completion on or before the Completion Date set forth in the Basic Contract Terms on the first page of this Agreement and in accordance with the Progress Schedule attached hereto as Schedule 1 to Exhibit A.

Section 3. Compensation; Terms of Payment. City agrees to pay to Consultant, and Consultant agrees to accept in full satisfaction for the services described in this Agreement, an amount not to exceed the amount set forth above and further described in Exhibit B, attached hereto and incorporated herein and reimbursable expenses described Exhibit D, attached hereto and incorporated herein. City shall pay Consultant said consideration in accordance with the payment terms set forth in Exhibit B and Exhibit D.

Section 4. City's Designated Representative and Consultants. The City's Designated Representative shall be authorized to act on the City's behalf with respect to the Project and shall be permitted to issue consents and approvals on behalf of City, but shall have no authority to issue changes or approve additional services which increase the Consultant's compensation hereunder. The City, in the City's sole and absolute discretion, may furnish the services of consultants other than those designated in the Basic Contract Terms on the first page of this Agreement. Consultant covenants with City to cooperate

with, and to cause its consultants to cooperate with, City's Designated Representative and City's consultants in connection with the services provided by Consultant hereunder.

Section 5. Independent Contractor. Consultant is and shall at all times remain, a wholly independent contractor with respect to City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees. 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. This Agreement shall not and is not intended to make Consultant an agent, servant, or employee of City and shall not and is not intended to create the relationship of partnership, joint venture or association between City and Consultant.

Section 6. Assignment. This Agreement covers professional services of a specific and unique nature. This Agreement may not be assigned in whole or in part by Consultant, without the prior written consent of City. Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder. Any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.

Section 7. Personnel.

A. The Consultant's Designated Representative is authorized to act on the Consultant's behalf with respect to City. The members of Consultant's staff set forth in Exhibit C, attached hereto and incorporated herein, shall be responsible for fulfilling Consultant's obligations under this Agreement in the capacities set forth in Exhibit C. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement, whether or not listed on Exhibit C, and Consultant shall at all times shall be responsible for satisfactory performance of all personnel engaged in performing services required by this Agreement. All personnel used by Consultant in the performance of the services required pursuant to this Agreement shall be qualified by training and experience to perform their assigned tasks. At the request of City, Consultant shall not use any personnel hereafter deemed by City to be incompetent, careless, unqualified to perform the work assigned to him, or otherwise unsatisfactory to City. Consultant represents and warrants that International Parking Design, Inc. are licensed California architects and shall keep and maintain such licenses in good standing and in full force and effect at all times while Consultant is performing services included in this Agreement.

B. All services required under this Agreement shall be performed by Consultant or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such services.

C. Consultant shall be responsible for payment of all employees' and subconsultants' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, attorneys, volunteers, and agents serving as independent contractors in the role of city or agency officials, from any and all liability, damages, claims, costs and expenses of any nature arising from Consultant's alleged violations of personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 7.

Section 8. Conflicts of Interests. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

Section 9. Insurance. The following insurance shall be provided and maintained by Consultant:

A. Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG00 01 11 85 or 88. Total limits shall be no less than two million dollars (\$2,000,000) per occurrence for all coverages and two million dollars (\$2,000,000) general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered under the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

B. Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000) per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

C. Worker's Compensation/Employer's Liability Insurance. Coverage shall be written on a policy form providing worker's compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its employees or agents.

D Professional Liability Insurance. Coverage shall be written on a policy form providing "design professional liability" or "architects and engineers" liability insurance or equivalent coverage. The policy limit shall be no less than one million dollars (\$1,000,000) per claim and in the aggregate.

Unless otherwise approved by City in writing, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's Insurance Guide rating of "A-.IV." Self-insurance will not be considered to comply with these insurance specifications.

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.

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.

Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.

Consultant agrees to require all consultants and other parties hired for the Project to maintain insurance which meets all of the requirements of this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any consultant, or contracts Consultant enters into, will reserve the right to charge back to City the cost of insurance required by this Agreement. Consultant agrees that upon request, all agreements with consultants or others with whom Consultant contracts on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City, or its employees.

Consultant shall not commence the performance of the services until the above insurance has been obtained and certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement(s) have been filed with and approved by City. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless, and defend under this Agreement.

Section 10. Indemnification.

A. In connection with the professional services required by this Agreement, 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 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, 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.

Section 11. Termination by City.

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 satisfactorily 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 based on the hourly rates set forth in Exhibit B-1, 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.

C. In the event that the City's termination is based on a default by Consultant, City may pursue any and all rights and remedies it may have at law or in equity, and City's pursuit of any such right or remedy shall not be deemed a waiver of any other right or remedy of City.

D. In the event of termination under this Section, City may retain another Consultant for the Project.

Section 12. Ownership of Work Product.

A. Ownership of Plans. All plans, specifications, reports, studies, tracings, maps, drawings, blueprints, or other written material prepared or obtained by Consultant in the course of performing the services required by this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City, and Consultant shall convey and transfer all copyrightable interests in such plans, specifications, reports, studies, tracings, maps, drawings, blueprints, documents, and in the Building to City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City. Such material shall not be the subject of a copyright application by Consultant. Any alteration or reuse by City of any such materials on any project other than the Project for which they were prepared shall be at the sole risk of City unless City compensates Consultant for such use. City agrees to indemnify, defend and hold harmless Consultant against any claims, losses, costs or damages as a result of City's alteration or reuse of such plans, drawings and specifications without compensation to Consultant. In the event of the return of the plans, drawings or specifications to Consultant or its representative, Consultant shall be responsible for their safe return to City. Consultant shall be entitled to retain copies of the plans, drawings and specifications for Consultant's files. Under no circumstances, other than non-payment, shall Consultant fail to deliver any draft or final plans, drawings or specifications to City upon written demand by City for their delivery, notwithstanding any disputes between Consultant and City concerning payment, performance of the Agreement, or otherwise unless City has failed to pay Consultant any undisputed amount lawfully due Consultant under this Agreement. This covenant shall survive the termination of this Agreement.

B. Title to Intellectual Property. Consultant represents that it has secured all necessary licenses, consents or approvals to use the components of any intellectual property, including computer software, used in the rendering of services and the production of the materials produced under this Agreement, and that City has full legal title to and the right to reproduce such materials. Consultant covenants to defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, volunteers, and agents serving as independent contractors in the role of city or agency officials, harmless from any loss, claim or liability in any way related to a claim that City is violating federal, state or local laws, or any contractual provisions, relating to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked materials,

equipment, devices or processes used on or incorporated in the services and materials produced under this Agreement. In case such materials, equipment, devices or processes are held to constitute an infringement and their use is enjoined, Consultant, at its expense, shall: (i) secure for City the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for City; or (ii) modify the materials so that they become non-infringing. This covenant shall survive the termination of this Agreement.

Section 13. Effect of City Approvals. City's approval of any documents prepared in connection with the Project (in City's proprietary capacity under this Agreement as the owner of the Project) shall not be deemed to limit Consultant's liability under this Agreement or otherwise affect Consultant's duties and responsibilities under this Agreement.

Section 14. Confidentiality. Consultant, in the course of its duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

Section 15. Attorneys' Fees. In the event either party to this Agreement shall institute any action or proceeding against the other party to this Agreement, which action or proceeding concerns a controversy arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to reimbursement from the unsuccessful party for all reasonable costs and reasonable attorneys' fees arising out of such action or proceeding. In addition to the foregoing award of reasonable attorneys' fees and costs, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in any post-judgment or post-arbitration proceedings to enforce any judgment in connection with this Agreement. This provision is separate and several and shall survive the merger of this provision into any judgment.

Section 16. Notices. Any notice required to be given by this Agreement shall be deemed duly and properly given upon delivery, if sent by U.S. mail, postage prepaid, return receipt requested, to the address set forth on the first page of this Agreement, or personally delivered to such address or other address specified in writing and delivered in accordance with the requirements of this Section.

Section 17. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

Section 18. 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 19. 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 20. Time of Essence. Time is of the essence of this Agreement. Consultant acknowledges that City is entering into this Agreement based on the representation that the Consultant's schedule contained in Schedule 1 to Exhibit A (as updated pursuant to Paragraph 2.1.2 of Exhibit A) can be maintained. In the event City determines that the progress of Consultant's work and services is behind the progress anticipated in the schedule (and not due to events caused by City), City may require Consultant to take such actions as City deems necessary to expedite progress of the work and services in conformance with the progress anticipated by the schedule, which actions may include, without limitation, increasing the number of workmen performing the work and services, utilizing overtime work and requiring additional work shifts. Such action by City to place Consultant back on schedule shall not entitle Consultant to receive any additional compensation for these activities. In addition, if the Project is delayed due to Consultant's fault, negligence or breach of this Agreement, Consultant shall be responsible for the reasonable additional costs and expenses incurred by City, including without limitation, any acceleration costs, impact costs and any additional compensation due to City's other consultants, as a result of such delays, to the extent permitted by California law.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____, 200____, at Beverly Hills, California.

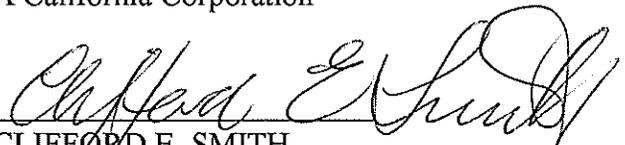
City:
CITY OF BEVERLY HILLS,
a municipal corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

Consultant:
INTERNATIONAL PARKING
DESIGN, INC.
A California Corporation



CLIFFORD E. SMITH
President



GENE LEVERT
Chief Financial Officer

FEB. 26, 2008

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

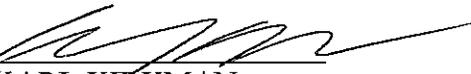
RODERICK J. WOOD
City Manager



DAVID D. GUSTAVSON
Director of Public Works &
Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

ARTICLE 1.1 GENERAL RESPONSIBILITIES

1.1.1 A schedule for the development and construction of the Project, including a schedule for the performance of Consultant's services, is attached hereto as Schedule 1. Any adjustments to the Consultant's schedule shall be of no force and effect unless such adjustments are agreed to in writing by City or are delays in the Consultant's performance caused for reasons beyond the control of Consultant.

ARTICLE 1.2 CHANGES IN CONSULTANT'S SERVICES

1.2.1 Changes in services of the Consultant, including services required of the Consultant's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, provided that changes in the services required of the Consultant are initiated by City, would entitle the Consultant to an adjustment in compensation, and Consultant obtains City's prior written authorization for an adjustment in compensation in each instance. Such adjustment in compensation shall be made by mutual agreement of the parties.

ARTICLE 2.1. PROJECT ADMINISTRATION

2.1.1 The Consultant shall manage the Consultant's services and administer the Project. The Consultant shall consult with the City, research applicable design criteria, attend weekly Project meetings through completion of the Design Development phase, and attend bi-weekly Project meetings through completion of the Construction Documents phase (or more frequently as required to coordinate the Consultant's services) prior to commencement of construction, communicate with members of the Project team and issue progress reports. The Consultant shall coordinate the services provided by the Consultant and the Consultant's consultants with those services provided by the City and the City's consultants.

2.1.2 Upon written request of City, the Consultant shall prepare for City's and City's Designated Representative's review and approval, an update of the Consultant's portion of the progress schedule attached hereto as Schedule 1 that shall identify milestone dates for decisions required of the City, design services furnished by the Consultant, and completion of documents provided by the Consultant. Such update schedule shall be consistent with the initial Progress Schedule attached hereto as Schedule 1.

2.1.3 The Consultant shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 Upon request of the City, the Consultant shall make a presentation to explain the design of the Project to representatives of the City or as otherwise requested by City.

2.1.5 The Consultant shall submit design documents to the City at intervals appropriate to the design process for purposes of evaluation and approval by the City. The Consultant shall be entitled to rely on written approvals received from the City in the further development of the design except as limited by Section 4 of the Agreement.

2.1.6 If requested by the City's Designated Representative, the Consultant shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 The Consultant shall prepare a preliminary estimate of the cost of the work for the Project (the "Cost of Work"). This estimate may be based on current area, volume or similar conceptual estimating techniques. All estimates of the cost of Work shall be subject to City's review and approval. The Consultant shall advise the City of any adjustments to previous estimates of the Cost of the Work required by changes in Project requirements or general market conditions. If at any time the Consultant's estimate of the Cost of the Work exceeds the City's budget, the Consultant shall make appropriate recommendations to the City to adjust the Project's size, quality or budget.

2.1.7.2 Evaluations of the City's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Consultant represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant does not warrant or represent that bids or negotiated prices will not vary from the City's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Consultant.

2.1.7.3 In preparing estimates of the Cost of the Work, the Consultant shall be permitted to include contingencies for design, bidding and price escalation; to reasonably assume (unless known) what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project with City's prior written approval and, with City's prior written approval in each instance, to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the City's budget for the Cost of the Work.

2.1.7.4 If bidding or negotiation has not commenced within ninety (90) days after the Consultant submits the Construction Documents to the City, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

ARTICLE 2.2. PRELIMINARY EVALUATIONS AND PLANNING SERVICES

2.2.1 The Consultant shall provide a preliminary evaluation of the information furnished by the City under this Agreement, including the City's program and schedule requirements and

budget for the Cost of the Work, each in terms of the other. The Consultant shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the City of any other information or consultant services that may be reasonably needed for the Project.

2.2.2 The Consultant shall provide a preliminary evaluation of the City's site for the Project based on the information provided by the City of site conditions, and the City's program, schedule and budget for the Cost of the Work.

2.2.3 The Consultant shall review the City's proposed method of contracting for construction services and shall notify the City of anticipated impacts that such method may have on the City's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.3. DESIGN SERVICES

2.3.1 A description of the desired Project background and additional scope is attached hereto as Schedule 2. The Consultant's design services shall include design of such Project/building elements and all structural, mechanical and electrical engineering services relating thereto.

2.3.1.1 In addition to the foregoing, design services shall also include all interior architectural services (excluding the retail or office spaces), plumbing, engineering, HVAC engineering, fire alarm and detection systems engineering (including fire sprinklers performance specifications and coordination with the local Fire Department). Title 24 requirements, acoustical engineering, elevators specifications, parking structure design, landscape design, lighting design, design of conduit for customary low voltage electrical systems (e.g., telephone/security/audio-visual and similar systems) roofing/waterproofing design and as required by code, exterior and interior signage services (including graphics) in connection with the complete design of the Project.

2.3.1.2 Consultant shall also (1) engage with City's designated contractors, engineers, designers and consultants, in their "value engineering analysis" of structural, architectural, electrical, mechanical and related design alternatives, and shall, with the written approval of City, incorporate any economy so identified in the design of the Project; (2) conduct periodic meetings with City and City's separate consultants and (3) cooperate and coordinate the Consultant's design services with the services of the City's separate consultants. The coordination services described in clause (4) above, shall not make Consultant responsible for the adequacy or timeliness of any plans and specifications prepared by City's consultants; however, if Consultant knows or reasonably suspects that any such plans and specifications are not consistent with sound design or construction practices, Consultant shall immediately notify City in writing.

2.3.1.3 In no event shall Consultant: (1) utilize or replace any consultants or subcontractors in connection with the performance of the services hereunder unless City gives its prior written approval of such consultants or subcontractors (or their replacements, as applicable); (2) prepare "performance" specifications or "design-build" documents as part of Consultant's services hereunder unless Consultant receives City's prior written consent for such

"performance" specifications or "design-build" documents (City's approval of any such "performance" specifications or "design-build" documents may result in an appropriate downward adjustment to the Consultant's fee for design services); or (3) prepare design documents that call for "proprietary" equipment or material in which Consultant has a financial or other interest, unless Consultant receives City's prior written approval to prepare design documents that call for such "proprietary" equipment or material. Consultant will not commence work on any phase of design services until Consultant receives a written authorization from City directing Consultant to so proceed. City and Consultant acknowledge that there may be, at times, some reasonable overlapping of the services performed by Consultant in the Design Development and Construction Documents phases (i.e., the City may authorize or instruct the Consultant to proceed into a phase prior to completion of the preceding phase, and that the Consultant may be providing services in more than one phase of the Project concurrently).

2.3.2 PART ONE OF SCHEMATIC DESIGN DOCUMENTS

2.3.2.1 The Consultant shall provide Part One of Schematic Design Documents ("Part One of the Schematic Design Documents") based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. Part One of the Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Consultant's option, Part One of the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

2.3.2.2 The Consultant's services shall include finished interior design services, [except that any contemplated tenant spaces shall not include finished interior design services]. Part One of the Schematic Design Documents will include, without limitation, schematic floor plans; site plans; building elevations; typical building sections; and outline description of building systems and materials. Part One of the Schematic Design Documents regarding interior architecture will include, without limitation, space plans; preliminary colors and materials; and preliminary lighting and electrical plans. Part One of the Schematic Design Documents shall be prepared in sufficient detail for submission of completed applications for approval of Part One of the Schematic Design Documents to all applicable governmental agencies. Consultant shall schedule periodic meetings, consistent with the stage of the Project, necessary for City's review and approval of Part One of the Schematic Design Documents, which shall be attended by the Consultant at the request of City.

2.3.2.3 Project background and additional scope are indicated in Schedule 2 of Exhibit A.

SCHEDULE 1 TO EXHIBIT A

Progress Schedule

Each task shall be completed in the time specified. Time gaps, estimated from one to two weeks, between tasks are for City review of prior work.

- Task 1. Commence upon written receipt of notice to proceed and complete in two weeks.
- Task 2. Commence upon receipt of notice to proceed and complete in five weeks
- Task 3. Commence upon receipt of notice to proceed and complete in eight weeks
- Task 4. Commence upon receipt of notice to proceed and complete in three weeks

SCHEDULE 2 TO EXHIBIT A

PROJECT BACKGROUND & ADDITIONAL SCOPE

Background

The City desires to provide parking for the business commercial triangle and for the Annenberg Cultural Center to be located in and contiguous to the historic Post Office. A number of solutions have been considered and the concept that has the most net benefits is a two or three level subterranean structure under North Crescent Drive and the west City Hall lawn between Santa Monica Boulevard North and South.

With two levels the structure will contain approximately 300 spaces. If three levels are constructed the parking count will be approximately 450 spaces. Public entry and exit ramps and a single lane valet entry and exit ramp will be provided.

The Project will require the relocation of existing utilities and the reconstruction of the street, street furniture and appurtenances, the lawn, landscaping, and steps, and the addition of the Parking Structure stairs, mechanical devices, elevators, and similar elements.

A major component is the proposed contiguous Annenberg Cultural Center that will be simultaneously under design, and will require close, coordinated and partially integrated design elements, as well as construction sequencing and cooperation.

This scope is for Phase I Schematic Design and is focused on providing sufficient aesthetic and technical design for preliminary decisions to be made. Phase Two Schematic Design will include additional architectural design, structural, mechanical, plumbing, electrical, shoring and civil engineering outline specifications and cost estimating.

The Phase I Schematic Design shall be provided in four tasks, each with separate scope, deliverables, fee, and schedule. The task schedule is delineated in Schedule 1 of Exhibit A, and the task fees are shown in Exhibit B. The scope and deliverables are as follows.

Task 1 – Criteria and Questions

1. Develop a comprehensive list of criteria and outstanding questions to be answered for the project to proceed logically. This list shall include, but not be limited to the following:
 - Possible modification of streets over and adjacent to the site and the ramifications thereof
 - Traffic analysis
 - Possible vehicular entrance and exit points for the parking structure
 - Features that will enhance the use of the area between City Hall and the Annenberg Cultural Center for ceremonial and other special occasions
 - Means of closing Crescent Drive for special functions
 - Stall and drive aisle size
 - Valet parking operations

- Revenue control systems
 - Factors affecting pedestrian traffic movement during theatrical performances, day-to-day use of the structure, and use of the structure during peak shopping periods
 - Landscaping issues, such as tree removal or transplanting
 - Utility relocation,
 - Depth of construction and horizontal limits of construction
 - Possible subterranean connections to City hall, and the Annenberg Center
2. Organize the above criteria and questions into categories based on the decision making process, indicating the factors that may enter into those decisions, and how the information to make those decisions may be obtained.
 3. Indicate those criteria that appear to be determined, and simply need confirmation or clarification. If options are available, they will be listed.
 4. The deliverables for this task is twelve copies of a Report, in 8 1/2 x 11 formats, providing a comprehensive list of all questions and criteria.
 5. The schedule for this task shall be in accordance with Schedule 1 to Exhibit A
 6. The fee for this task is indicated in Exhibit B

Task 2 – Option Development

1. Use the answers to questions and the criteria developed in Task 1, to develop a variety of options for the site, including, but not limited to, the conceptual designs previously considered. At this point, the options will focus on the overall size and shape of the parking structure, its relationship to and impact upon the surrounding streets, and possible methods of replacing Crescent Drive while improving the area between City Hall and the Annenberg Cultural Center.
2. Interact with the City and other stake-holders to obtain all necessary information.
3. Coordinate Option development with Annenberg Cultural Center Architect and Landscape Architect.
4. Organize the Options into a matrix, listing the salient characteristics of each and their advantages and disadvantages, for ease of comparison.
5. The deliverables for this task is twelve copies of a report, in 11 x 17 format, with a written description of each Option, with floor plans and building sections, as well as the comparison matrix.
6. The schedule for this task shall be in accordance with Schedule 1 to Exhibit A

1. The fee for this task is indicated in Exhibit B

Task 3 – Option Design

1. Develop the City's preferred three Options in greater detail, including plans showing individual parking spaces, critical floor and ramp elevations, building and wall sections, street profile, and exterior elevations for all stairs, ramps, elevators, escalators, and duct shafts penetrating the surface.
 2. Coordinate the Option Design with Annenberg Cultural Center Architect and Landscape Architect. Include a pedestrian pathway from the parking structure elevators to the corner of Canon and Little Santa Monica, and the valet drop-off and pickup area north of the Annenberg Cultural Center. The use of the area between City Hall and the Annenberg Cultural Center for ceremonial purposes will be included in the Design Options.
 3. Surface landscaping shall be coordinated with the structure below, and basic Structural and Mechanical issues will be addressed.
 4. Suggestions will be made regarding street paving, parking, lighting, signage and furniture, and necessary modifications along both Santa Monica Boulevard proper and Little Santa Monica will be shown.
 5. Time frame for this phase of the work is anticipated to be 8 weeks.
 6. The deliverables for this task are One full set of colored presentation boards, 24" x 36", showing over-all Site Plan, Floor Plan for each level, Landscaping focal points, and primary Exterior Elevations. 4 sets of full-size plans, and 6 sets of half-size plans, and 12 copies of a written report.
 7. The schedule for this task shall be in accordance with Schedule 1 to Exhibit A.
1. The fee for this task is indicated in Exhibit B

Task 4 – Design Refinement

1. Respond to the City's comments, and modify the selected Option accordingly. Refine the plans and develop typical details of aesthetic elements where appropriate.
2. Should elements from different Options be desired in combination as part of the final plan, then they shall be incorporated in the final plan, insofar as is possible.
3. Coordinate the Option Design with Annenberg Cultural Center Architect and Landscape Architect as necessary. Modify the pedestrian pathway from the parking

structure elevators to the corner of Canon and Little Santa Monica if necessary, and refine the valet drop-off and pickup area north of the Annenberg Cultural Center.

4. Review the plans with all appropriate City agencies, and include their comments in a written report.
5. Time frame for this phase of the work is anticipated to be 3 weeks.
6. The deliverables for this task is 4 sets of full-size plans, and 6 sets of half-size plans, and 12 copies of a written report.
7. The schedule for this task shall be in accordance with Schedule 1 to Exhibit A.

The fee for this task is indicated in Exhibit B

EXHIBIT B
FEE & PAYMENT TERMS

A. City shall compensate Consultant for the satisfactory performance of services described in this Agreement an amount not to exceed One Hundred and Twelve Thousand Dollars (\$112,000).

B. Consultant shall provide City with monthly invoices in a form acceptable to the City for services performed. Such invoices shall describe in detail the work performed during the previous month by task, and shall request that payment be made in proportion to the portion of total services required. City shall pay satisfactory invoices within forty-five (45) days.

C. The fee shall be paid in proportion to the percent complete per task. However, in no event shall Consultant be paid more than the following for each completed task:

Task 1	\$10,000
Task 2	\$24,000
Task 3	\$60,000
Task 4	<u>\$18,000</u>
Total	\$112,000

D. The components of the fee were provided by the Consultant and are for reference only.

Architecture	\$50,000
Structural Engineering	5,000
Mechanical, Plumbing, Electrical Eng'g	5,000
Civil Engineering	5,000
Landscape Architecture	15,000
Design Architect	32,000
Shoring	n/a
Waterproofing	<u>n/a</u>
Total	\$112,000

E. In the event the City authorizes in writing Contingency services not included as a part of the services described herein, the payment shall be based on the hourly rates in Exhibit B-1 or a lump sum as may be mutually agreed, but shall not exceed Twenty Five Thousand Dollars (\$25,000). This amount shall be in addition to that indicated in the previous paragraphs.

F. If City exercises its right to terminate this Agreement other than for cause pursuant to Section 11 of the Agreement, compensation to the Consultant shall be based on the percentage complete of the tasks then in progress and the payment per task provided in the paragraph C of this Exhibit. In no event shall the amount of money and time paid under this Exhibit exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

EXHIBIT B-1

Hourly Rates

The following rates shall apply to this Project:

International Parking Design, Inc.:

Firm Principal	\$205.00
Vice President	\$180.00
Director of Design	\$170.00
Quality Control/Specification Writer	\$165.00
Production Manager	\$156.00
Senior Parking Consultant/Senior Project Architect/Associate	\$150.00
Project Architect/Project Manager	\$135.00
Job Captain	\$115.00
Parking Consultant/ Senior CADD Technician	\$100.00
Construction Administrator	\$ 95.00
Intermediate CADD Technician	\$ 85.00
Junior CADD Technician	\$ 75.00
Project Assistant	\$ 65.00
Secretary	\$ 60.00

Studio Pali Fekete: Architects:

Principal	\$220.00
Senior Architect	\$190.00
Project Designer	\$160.00
Draftspersons / CADD Technician	\$120.00
Administrative	\$80.00

Pamela Burton & Company:

Principal Landscape Architect	\$200.00
Project Director	\$175.00
Senior Project Manager	\$150.00
Project Manager	\$130.00
Designer	\$110.00
Junior Designer	\$ 92.00
Administrative / Clerical	\$ 65.00

Donald F. Dickerson Associates:

Project Executive / Professional Engineer in Charge	\$175.00
Project Manager	\$165.00
Project Engineer	\$145.00
Design Engineer	\$125.00
Senior Designer	\$105.00
Designer / Draftsman	\$95.00
Technical Assistant	\$80.00
Draftsman	\$ 75.00
Computer / Data Processing	\$ 60.00
Secretarial	\$ 45.00

Civil Works Engineering:

Principal	\$150.00
Project Manager	\$140.00
Senior Engineer	\$125.00
Engineer	\$115.00
Senior Designer	\$110.00
Junior Engineer / Designer	\$90.00
Junior Designer / CADD Technician	\$80.00
Clerical / Administrative Support	\$ 60.00

EXHIBIT C

RESPONSIBLE PERSONNEL

The following key personnel shall be dedicated for the duration of the Project:

International Parking Design, Inc.:

Clifford Smith	President / Principal-in-Charge
Armen Megerdooian	Senior Associate / Parking Consultant
Robert Wood	Associate / Project Architect / Manager
Nick Blackburn	Principal Engineer / Structural Engineer

Studio Pali Fekete Architect:

Zoltan Pali	Design Principal / Principal-in-Charge
Greg Stutheit	Project Architect
Damon Surfes	Project Manager

Pamela Burton & Company:

Pamela Burton	President / Principal-in-Charge
Nancy Green	Associate / Designer
Andria Zurik	Associate / Project Manager

Donald F Dickerson, Inc.:

April K. Trafton	President / Principal-in-Charge
Andy Khechomien	Senior Vice President / Mechanical
Mike Mazda	Chief Electrical Engineer

Civil Works Engineers:

Marie Marston	Principal-in-Charge
Francois Zugmeyer	Senior Civil Engineer
Dave Grantham	Civil Engineer

EXHIBIT D

Reimbursable Costs

Reimbursable costs in connection with this Agreement and reasonably incurred by the Consultant shall be billed at direct cost and are in addition to the professional fee. Such costs shall not exceed Ten Thousand Dollars (\$10,000) and shall be limited to the following:

1. Plotting, printing and reproduction costs required or requested by the City. Printing and costs between Consultant and subconsultants shall be excluded.
2. Mailing and messenger service.
3. Rendering(s), models or other expenses approved by the City in writing in advance.

EXHIBIT E

CONSULTANT'S SUB-CONSULTANTS

Consulting Architect:
Studio Pali Fekete Architect
8609 East Washington Blvd.
Culver City, CA 90232
(310) 558-0902

Landscape Architect:
Pamela Burton & Company
1430 Olympic Blvd
Santa Monica, CA 90404
(310) 828-6273

Mechanical, Plumbing, Electrical Engineering:
Donald F Dickerson, Inc.
6840 Hayvenhurst Avenue, 2nd Floor
Van Nuys, CA 91406
(818) 385-3600

Civil Engineering:
Civil Works Engineers
3151 Airway Avenue, Suite S-2
Costa Mesa, CA 92626
(714) 966-9060