

REQUEST FOR PROPOSAL
TO PROVIDE
WESTSIDE PURPLE LINE RODEO STATION NORTH PORTAL
ENVIRONMENTAL IMPACT REPORT (EIR)

RFP No. 19-20



CITY OF BEVERLY HILLS
Community Development Department
455 North Rexford Drive
Beverly Hills, CA 90210

March 28, 2019

Submittal Deadline: 2:00 P.M. April 19, 2019

Contact:
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1.0 INTRODUCTION

The City of Beverly Hills and the Los Angeles County Metropolitan Transportation Authority have agreed to construct a secondary portal (“North Portal”) to the Metro Purple Line Rodeo Station. The North Portal would include escalators, elevators, and stairs for access to the City’s business triangle. City and Metro staff have identified three potential locations a) west side of Beverly Drive immediately north of Wilshire Boulevard (within the public right-of-way), b) west side of Canon Drive immediately north of Wilshire Boulevard (within the public right-of-way), and c) staging facility on the corner of Canon Drive and Wilshire Boulevard.

2.0 EIR TASK OVERVIEW

Identify a Preferred Project for the North Portal through an Alternatives Analysis/Screening process and the preparation of an Environmental Impact Report (“EIR”) including necessary technical analysis and community input, pursuant to CEQA requirements. The environmental analysis shall review the Proposed Project, a No Project Alternative and a reasonable range of potentially feasible alternatives that would avoid or substantially reduce the project’s environmental effects. The study should also define the public purpose & need for the project and shall consider the following:

- Existing Conditions
- Existing + Proposed Project
- Cumulative
- Cumulative + Proposed Project

The Contractor shall be responsible for preparing the Final EIR in compliance with CEQA requirements as well as engineering design (at least Advanced Conceptual Engineering or Preliminary Engineering) sufficient to support the completion of the Final EIR and certification of the EIR. The Contractor shall also have experience preparing Environmental Impact Statements in compliance with NEPA requirements.

3.0 SCOPE OF WORK

TASKS

TASK 1.0 IDENTIFICATION OF PROPOSED PROJECT

Identify a Proposed Project, including consideration of a reasonable range of alternatives to address the purpose & need for the project. Define the public purpose of the project. Consider alternatives and **screen** them using evaluation criteria for each possible alternative. Review and consider public comments as a part of this screening process. Consider technical feasibility, public acceptance, costs, and project benefits for alternatives. Identify and work with key agencies and stakeholders to define the Proposed Project for analysis in the Draft EIR.

Screen a range of alternatives considered for the project and clearly **define** the Proposed Project and/or alternatives to be carried forward including identifying the advantages, disadvantages, and potential significant environmental impacts of each alternative.



Deliverable:

- Draft and Final Proposed Project Report documenting the screening of alternatives and identifying a Proposed Project/highest performing alternatives to advance to environmental analysis

TASK 2.0 DETAILED PROJECT SCHEDULE

Prepare a detailed schedule (Primavera or equivalent) in order to track the progress of the environmental analysis, public outreach, agency coordination, review of technical documents, response times for reviewing agencies and revision times to incorporate changes. Include possible contingencies in the schedule for areas of environmental schedule risk due to factors outside of the control of the contractor such as community consensus building and agency reviews and approvals.

Deliverables:

- Draft Project Schedule
- Monthly Tracking and Updating of Schedule based on Actual Progress

TASK 3.0 NOTICE OF PREPARATION AND PROJECT SCOPING

This task officially initiates the EIR process with preparing an Initial Study/Notice of Preparation (NOP) for all parties as required by CEQA. Following the NOP are project Scoping Meetings that inform responsible and trustee agencies under CEQA, planning agencies, and public agencies that have transportation facilities within their jurisdictions, as well as the public and stakeholders of the Proposed Project and its environmental impacts/benefits.

Task 3.1 Notice of Preparation (NOP)

Prepare a Notice of Preparation (NOP) in accordance with CEQA requirements. The Contractor shall; develop for inclusion in the NOP a **Project Definition**; submit the NOP to both the California State Clearinghouse (Clearinghouse) and the Los Angeles County Clerk; prepare any other appropriate notices and communications in order to initiate the environmental planning process.

Deliverables:

- NOP Report documenting consistency with CEQA requirements in written and graphic form
- Preparation of other related notices as required

Task 3.2 Project Scoping Meetings

Conduct Scoping Meetings, within the first thirty (30) days following the Notice of Preparation (NOP). Typically hold one public scoping meeting. The purpose of meeting is to seek input as well as to inform the public and stakeholders located along the Project about the environmental study, solicit input on the scope and content of the Draft EIR, including identifying environmental effects that should be evaluated in the EIR alternatives, issues, and areas of concern.



Deliverables:

- Development of Draft and Final Scoping presentation materials
- Coordination of and attendance at Scoping Meeting,
- Coordinate with Public Outreach on Draft and Final project Scoping Report in summarizing all comments received with responses of how comments will be addressed in the Draft EIR.

TASK 4.0 ENVIRONMENTAL STUDY & DRAFT EIR

Effort involves advancing to review and analysis in the Draft EIR a **Proposed Project, a No Project Alternative, and feasible Project Alternatives**. Conduct studies to identify potential physical environmental impacts, substantial change, or potentially substantial adverse change, in any of the physical conditions within project area including impacts during construction as well as long-term environmental impacts. Where a full understanding of issues requires extensive mathematical formulas or lengthy data displays, separately bound technical reports shall be prepared, made available to the City for review.

Preparation of Draft EIR for the Project shall provide new analysis and satisfy issues identified in previous planning studies and community participation efforts. The **Draft EIR shall be structured in conformity with CEQA guidance**. The structure and formatting of the Draft EIR shall require approval of the City and include:

- **Table of Contents**
- **Executive Summary**
- **Introduction**
- **Project Description**
- **Transportation Impact Analysis and Mitigation Measures**
- **Impact Analysis and Mitigation Measures – Following Appendix G of the CEQA Guidelines**
- **Alternatives**
- **Other CEQA Considerations (e.g. significant and unavoidable impacts; significant and irreversible environmental effects; growth-inducement; etc.)**
- **Report Preparers**
- **References and Persons Consulted**
- **Appendices, including the NOP and comments on the NOP**

Each category of analysis shall include tables, charts, maps, and other graphics to summarize and present the information in a clear format that is understandable to the average reader. Discuss the methodologies used to identify salient environmental issues, and an analysis of environmental impacts based on reasonable assumptions.

Propose for each category of analysis, appropriate and specific mitigation measures for significant, adverse impacts produced by the alternatives. Summarize the findings of the environmental studies and construct a matrix that outlines both the positive and adverse environmental impacts for each alternative, including potential mitigation measures.

Discuss cumulative and construction impacts within each environmental subject area. **The cumulative impact assessment shall follow the requirements of Section 15130 of the**



CEQA Guidelines. Consider cumulative impacts related to general growth in the area. Cumulative traffic impacts shall be compared to conditions that are expected to exist in the future. Discuss cumulative impacts within each environmental subject area. Beneficial cumulative effects shall also be recognized; such effects being associated with increased ridership and expanded transit service resulting from implementation of the Proposed Project together with past, present, and probable future projects.

In order to identify **construction impacts and mitigations**, utilize construction scenario(s) provided by the City, detailing typical construction techniques, equipment and timing, construction staging areas, and haul trips and haul routes. Use graphics to assist in the description of project construction activities and impacts. Address the following subject areas:

- Construction methods (the construction scenario)
- Construction staging and laydown areas
- Identification of haul routes for trucking and street clean-up
- Removal and disposal of any hazardous materials
- Coordination with emergency responders
- Construction traffic, parking and transit impacts and mitigation
- Construction air quality impacts including greenhouse gas emissions from construction equipment and mitigation
- Construction impacts on cultural, historical, or tribal resources, and mitigation
- Construction impacts related to hydrology, water quality, soils, and geology, and mitigation
- Construction noise and vibration impacts and mitigation
- Construction impacts on public services, parklands, and utilities and mitigation

Review appropriate state and local guidelines to assist in the preparation of these sections, (e.g., significance thresholds for traffic levels of service, SCAQMD guidelines and criteria). The Contractor shall be responsible for all data collection activities in support of the environmental impact analysis.

At a minimum, the Contractor shall prepare an Initial Study Checklist in conformance with the State Clearinghouse to screen the following environmental impact categories for potential significance and inclusion in the EIR:

1. Transportation Impacts
2. Land Use
3. Population and Housing
4. Visual & Aesthetics
5. Air Quality
6. Noise and Vibration
7. Ecosystems/Biological Resources
8. Geological/Subsurface/Seismic/Soils/Hazardous Materials
9. Hazardous Waste and Materials
10. Water Resources and Hydrology
11. Energy
12. Historical, Archaeological and Paleontological Resources
13. Tribal Cultural Resources (AB 52)



14. Parklands and Other Recreational Facilities
15. Growth Inducing Impacts
16. Climate Change and Greenhouse Gases
17. Mineral Resources
18. Public Services
19. Utilities
20. Irreversible or Irrecoverable Resource Commitments
21. Unavoidable Impacts
22. Relationship between Local Short-Term Uses of the Environment and the Maintenance and Enhancement of Long-Term Productivity

Deliverable:

- Draft and Final CEQA Analysis and Documentation identifying thresholds of significance and mitigation measures

Task 4.1 Analysis of Alternatives

Include an environmental analysis of potentially feasible alternatives, including a No Project Alternative, pursuant to CEQA Guidelines Section 15126.6. This Chapter shall include sufficient information about each alternative. Include a matrix displaying the major characteristics and significant environmental effects of each alternative.

Deliverables:

- Draft and Final Alternatives Report describing impacts and comparing alternatives
- Draft and Final Draft Alternatives Chapter

Task 4.2 Administrative Draft EIR

Culminate various technical studies in the preparation of the Administrative Draft EIR document, including the Public Participation Chapter. Comply with the EIR format provided by the California OPR and Metro's *Guide for Managing Environmental Documents for Transit Projects (Handbook)* as the framework for this environmental document. The Administrative Draft EIR shall be submitted for review, comment and approval.

Deliverables:

- Draft and Final Administrative Draft EIR
- Conduct a Legal Sufficiency Review of the Draft EIR document prior to public circulation of the document

Task 4.3 Revisions to Administrative Draft EIR

The purpose of this Task is to **respond to comments on the Administrative Draft EIR**, to complete revisions and to prepare a camera-ready Draft EIR for final approval. Upon approval, prepare the camera-ready Draft EIR that shall be copied and released for public comment. Provide time for comments, additions and changes to the Administrative Draft EIR document. The Contractor shall provide an electronic file of the camera-ready document formatted for printing and posting on a website. The formatting shall include links within the document to the



Table of Contents. The Contractor shall prepare an Executive Summary of the full document and prepare summary information, in multiple media formats as necessary.

Deliverables:

- Screencheck Draft EIR incorporating City comments on the Administrative Draft EIR
- Camera-Ready Draft EIR suitable for distributing to the public via printing and posting on the applicable agency websites
- Draft and Final Draft EIR Executive Summary and Summary Information

Task 4.4 Draft EIR Public Circulation, Reviews and Approvals

The Draft EIR shall be circulated for public comment for a minimum of 45-days. The Contractor shall prepare a Notice of Completion (NOC) for the Draft EIR and coordinate with the Clearinghouse and Los Angeles County Clerk to file the notices. The Contractor shall support Public Hearing Meetings and be responsible for coordinating the Public Hearing meetings, including all noticing and logistical support.

In addition to distribution to the parties named above, the Contractor shall prepare a **Notice of Availability (NOA)** for publication by applicable agencies. The Contractor shall coordinate the signature process, prepare and file the appropriate NOA.

Prepare a plan to **ensure the distribution of the Draft EIR and posting of notices, to meet CEQA requirements.** The Contractor shall be responsible for filing all signed notices and CEQA forms with the Clearinghouse and the Los Angeles County Clerk.

The Contractor shall be responsible for printing up to fifty (50) hard copies and up to one hundred (100) CDs containing the Draft EIR and Executive Summary for distribution to the public. The Contractor shall also be responsible for distributing the hard copies and CDs, as necessary.

Deliverables:

- NOC for the Draft EIR, and CEQA filing receipts
- NOA for the Draft EIR
- Coordination of document signing
- Presentation Materials for Draft EIR Public Hearings
- Attendance at Public Hearing Meeting, included in Task 1.7
- Up to fifty (50) hard copies and up to one-hundred (100) camera-ready CDs of the Draft EIR and Executive Summary suitable for public distribution. Distribution of the hard copies and CDs, as necessary.

TASK 5.0 FINAL EIR

The purpose of this Task is to respond to comments received during the Public comment period for the Draft EIR, update the Draft EIR, and complete the environmental process. Procedures include distribution of the document during the public release of the Final EIR. Submit the Administrative Final EIR to applicable agencies, supporting the review and updates necessary to assist the certification of the Final EIR, the preparation of the CEQA Findings and Statement of Overriding Consideration, and Notice of Determination (NOD) filing.



Completion of the Final EIR Task shall require the Contractor to address significant issues that fall into one or more of the following categories:

- Issues that were not addressed sufficiently during the Draft EIR analysis, and need to be re-examined and/or refined
- New issues brought to attention during the Draft EIR public comment period
- Additional data collection

Task 5.1 Responses to Draft EIR Comments

Review and numerically bracket all Draft EIR comments within three (3) weeks

Coordinate and assist the City to prepare responses to all comments from agencies as well as the public at large that were received during the Draft EIR public comment period. Prepare responses to comments that raise significant environmental concerns. Assist in preparation of administrative draft and final responses to comments in a format that is efficient for review. Final responses to comments shall be included in the Final EIR.

Deliverable:

- Methodology for identifying comments requiring additional data/analysis
- Administrative Draft and Final responses to Draft EIR comments

Task 5.2 Administrative Final EIR

The objective of this Task is to complete the CEQA process through the preparation of the Final EIR. Revise the Draft EIR to reflect changes in the Draft EIR, including the project definition and the environmental impact analysis, if necessary, as a result of responses to comments from the public and agencies received during the circulation of the Draft EIR and testimony from the Public Hearing. This includes updates to all Draft EIR chapters as needed for the Final EIR. Coordinate updates with the City and other jurisdictions as required. The Contractor shall prepare an “Administrative Final EIR” for review and approval. The revised document shall identify changes that have been made, highlighted with text strikeouts for deleted text and text italics for new text. The Administrative Draft Final EIR shall be submitted for review, comment and approval.

If necessary, develop **Programmatic and/or Memorandum of Understanding Agreements** to address **issues that cannot be finalized based upon Advanced Conceptual Engineering (ACE) level design.** Develop Agreements with stipulations for mitigation measures and processes to be followed during Preliminary Engineering, Final Design, construction, and/or operations. Incorporate signed agreements into the Final EIR. Include in the Final EIR, a complete listing of all project impacts requiring mitigation and the proposed mitigation measures/commitments.

Deliverables:

- Draft and Final Administrative Final EIR
- Develop Programmatic and/or Memorandum of Understanding Agreements to address unavoidable issues based on Advanced Conceptual Engineering-level design, if necessary



Task 5.3 Prepare Screencheck Final EIR

This Task responds to City comments on the Administrative Final EIR by incorporating all required revisions into a **Screencheck Final EIR**. In the event that not all comments are incorporated into the initial Screencheck Final EIR to the satisfaction of the City, the Contractor shall be responsible for revising and resubmitting the Screencheck Final EIR.

Deliverables:

- Screencheck Final EIR
- The city may conduct a Legal Sufficiency Review of the Final EIR document prior to public availability and applicable agencies review and certification.

Task 5.4 Prepare Final EIR

Prepare Final EIR document completing all required revisions and deliver the document to the City's PM. Provide an electronic file of the document formatted for printing and posting on a website that redacts personal contact information of those who commented on the Draft EIR. The formatting shall include links within the document to the Table of Contents. The Contractor shall prepare an Executive Summary of the full document suitable for circulation to the public. The Executive Summary shall contain graphics and other materials to clearly convey the design of the project and summarize the findings of the Final EIR.

Deliverables:

- Camera-Ready Final EIR
- Camera-Ready Final EIR with redacted personal contact information suitable for printing and posting on the applicable agencies website

Task 5.5 Final EIR Circulation and Approval

Prepare a Distribution and Noticing Plan to ensure the distribution of the Final EIR and posting of notices in accordance with CEQA requirements.

Any documents necessary for CEQA compliance including, but not limited to, the draft CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation and Monitoring Reporting Plan shall be prepared and submitted to the City and its Legal Department for review and approval prior to distributing to the appropriate agencies. Preparation of the Findings of Fact and Statement of Overriding Considerations shall be in accordance with CEQA Section 15091 and Public Resources Code 21081. Assist the City to facilitate the certification of the Final EIR and development of the NOD.

Prepare a plan to ensure the distribution of the Final EIR, and posting of notices, to meet CEQA requirements. File all notices and CEQA forms with the Clearinghouse and the Los Angeles County Clerk.

Print fifty (50) hard copies and up to one-hundred (100) CDs containing the Final EIR for distribution to the public. Distribute hard copies and CDs determined necessary. Produce



translated copies of the Executive Summary, as necessary. Provide an electronic file of the document formatted for printing and posting on a website.

Assist in the preparation of presentation materials to support the final report, suitable for use at Council Meetings and briefings for elected officials and stakeholder groups. Materials suitable for press releases, project fact sheets and slideshows shall also be prepared in cooperation with the PM. After approval of the Final EIR, the Contractor shall assist the PM with the preparation and filing of the NOD.

Deliverables:

- Transmit all written responses to comments from public agencies so that the responses are received at least ten (10) days prior to action on the project
- **Draft and Final CEQA documents (as required, including, but not limited to, the Findings of Fact, Statement of Overriding Considerations, and Mitigation and Monitoring Report Plan**
- Up to fifty (50) hard copies and up to one-hundred (100) CDs of the Final EIR suitable for public distribution. Distribution of the hard copies and CDs, as necessary, or as indicated by the City's PM.
- City Council Presentation Materials
- Draft and Final NOD

Task 5.6 Administrative Record

The objective of this Task is to complete the CEQA process through the preparation of the Final EIR Administrative Record. Organize its documents as the environmental review process proceeds, so that the administrative record can be prepared in a timely, cost-efficient manner. The Contractor, in conjunction with the PM, shall complete the formal Administrative Record in accordance with CEQA requirements and Public Resources Code Section 21167.6(e).

Deliverable:

- Complete Administrative Record submitted to the City.

Task 5.7 (if needed)

If needed, the contractor will be required to prepare documentation to obtain a "Categorical Exclusion" or other clearance to meet NEPA requirements, similar to clearance obtained for the Airport/96th station of the Crenshaw Light Rail Line.

TIMELINE

The project will be managed by the Transportation Planning Team in the City's Community Development Department. Staff from additional departments will also provide input throughout the process.

4.0 SUBMISSION AND EVALUATION

Respondents shall provide their understanding of the project, identify proposed team members, and explain the responsibilities of each team member, including who will be the key staff person



that will be responsible for general project management. Proposals should include sufficient detail to allow a thorough evaluation and comparative analysis of all members on the team.

For every member of the proposed team that is to work on the project, including any sub-consultants or other experts that the team proposed to engage for the project, provide a statement of qualifications, at a minimum, the following information organized into sections:

1. Format
 - Submit one cover letter, eight (8) copies of the submittal packet formatted to standard letter-sized paper, and one electronic PDF copy (saved on a flash drive)
2. Work Proposal
 - Provide a detailed proposal for completing each phase of the work as described
3. Project Team
 - Indicate whether the project team is a group of individuals or a firm(s)
 - Identify the key staff person responsible for general project management
 - All project team member names, resumes and professional titles including all professional credentials and degrees, names and addresses of institutions that granted the credentials and degrees and dates they were granted.
 - Describe the specific responsibility each team member will have to the project
 - Describe current workload of each team member
 - If respondent is a firm, describe how the firm is organized and how resources will be utilized for this project.
4. Experience on Similar Work
 - Detail previous EIR/EIS preparation for similar rail station projects.
5. Public Outreach
 - Detail previous experience working with the public, commissioners and decision-makers. Describe examples of public outreach efforts used in past projects.
6. Work Product Examples
 - Include as an appendix relevant examples of completed work products for each member of the consultant team and all sub-consultants References
 - List five public sector clients including three of the most recent and relevant and with whom similar, comparable services have been performed. Provide name, mailing address, and telephone number of the principal contact. Provide a brief description of the service provided and the dates of the work provided.
7. Fee Schedule
 - Submit a schedule of fees showing proposed costs for each task of the project and hourly billing rates for all members of the team in a separate sealed envelope.
 - Include an electronic copy of the schedule of fees (in Excel format) in the flash drive along with the electronic PDF copy of the complete proposal.
 - Include Evidence of Coverage for all insurance coverage carried by a consultant including policy declaration pages and applicable endorsements.



Please Note: Any substitution of key personnel during the project shall require the prior written approval of the City and submittal of the above information for the proposed new team members for City review.

5.0 EVALUATION PROCESS AND CRITERIA

The City’s review process will emphasize the following criteria:

- A. Demonstrated understanding and ability to complete the project;
- B. Background and experience of the project team, including individual team members and sub-consultants assigned to various tasks;
- C. Proven track record for completing similar projects on time and within budget.

Submittals will be evaluated by a review panel consisting of City staff. The City will provide the answers to any questions submitted by an interested party after the release of the RFP to all parties that have indicated interest in the RFP. After the closing date, the City will hold oral interviews and select a firm; after which a negotiated agreement will be presented to the City Council for approval. Work will commence as soon as the agreement is approved.

Tentative Proposal Evaluation Schedule

The City has established the following target dates for evaluation and scheduling purposes. The following dates are tentative, non-binding, and are subject to change without prior notice.

RFP Release	March 28, 2019
Proposals due and received by:.....	April 19, 2019
Anticipated City Council award.....	May 21, 2019

Submit Proposals to:
 CITY OF BEVERLY HILLS
 CITY CLERK
 455 N. Rexford Drive
 Beverly Hills, CA 90210

Submit Questions To:
 JESSIE HOLZER, TRANSPORTATION PLANNER
 jholzer@beverlyhills.org

**LATE OR INCOMPLETE
 SUBMITTALS WILL NOT BE
 ACCEPTED.**

6.0 GENERAL TERMS AND CONDITIONS

The City of Beverly Hills shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer. Pre-contractual expenses are defined as expenses incurred by the proposer in:

1. Preparing the response to this Request for Proposal.
2. Submitting the proposal to the City.
3. Negotiating with the City in any matter related to this proposal.
4. Any other expenses incurred by proposer prior to the date of the executed agreement.

The City of Beverly Hills reserves the right to reject any and all proposals. Further, the City makes no representations that any agreement will be awarded to any proposer responding to this RFP.

The City reserves the right to cancel the services at any phase or at any point in any phase and pay the Consultant only for costs of services satisfactorily performed and incurred to that date. All data, documents and other products used or developed during the course of facilitating the Complete Streets Planning services will remain the property of the City.

6.1 Contract between Consultant and City

The City will prepare an agreement for implementation between the Consultant and the City. See **Attachment A** for a sample of the City's professional services contract. Please indicate in your proposal any exceptions taken to the requirements of the agreement.

6.2 Late Proposals It is the Consultant's sole responsibility to ensure that proposals are received at the City Clerk's office prior to the scheduled closing time specified in this RFP. Proposals will not be accepted after the deadline.

6.3 Withdrawal of Proposals

Proposals may be withdrawn if written notification of withdrawal of the proposal is signed by an authorized representative of the proposer and received at the City office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.

6.4 Rejection of Proposals

The City reserves the right to reject any and all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

6.5 Proposal Validity Period

Submission of a proposal will signify the proposer's agreement that the proposal, and contents thereof, are valid for ninety (90) days following the submission of the proposal and shall become part of the agreement that is negotiated with the Consultant.

6.6 Documents to be Construed Together

The RFP, proposal and all documents incorporated by reference in a contract entered into between the Consultant and the City, and all modifications of said documents, shall be construed together as one document.

6.7 Extra Work or Materials

The City shall have the right to make alterations, eliminations and additions in the scope of work. Exercise of such right shall in no way void the agreement. The value of such extra work shall be agreed upon by the City and the Consultant in writing in accordance with the agreement.

6.8 News Releases

News releases pertaining to the award of any agreement resulting from this RFP shall not be made without prior written approval of the City. The City's name shall not appear on customer lists, advertising or other materials used to promote the Consultant's services without prior written approval of the City.

6.9 Closing

The City reserves the right to accept or reject any and all proposals, waive any defects or irregularity, modify the proposal terms or the selection process or negotiate a contract, along with a revised Scope of Work, schedule and fees with the Consultant. The City reserves the right to eliminate or add tasks identified in the Scope of Work with a corresponding reduction or increase in the fee. Staff shall present its recommendation to the City Council and is subject to its approval.

ATTACHMENT A

PROFESSIONAL SERVICES CONTRACT TEMPLATE

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND [Consultant’S NAME] FOR [BRIEFLY DESCRIBE
PURPOSE OF THIS CONTRACT]

NAME OF Consultant: insert name of consultant

RESPONSIBLE PRINCIPAL OF Consultant: insert name, title of responsible principal

Consultant’S ADDRESS: insert street address
insert city, state, zip code
Attention: insert dept. head name, title

City’S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: [Dept. Head’s Name, Title]

COMMENCEMENT DATE: insert commencement date

TERMINATION DATE: insert termination date

CONSIDERATION: Not to exceed \$ insert amount based on the rates
set forth in Exhibit B

AGREEMENT BETWEEN THE City OF BEVERLY HILLS AND [Consultant NAME] FOR [BRIEFLY DESCRIBE PURPOSE OF CONTRACT]

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called “City”), and [Consultant Name], (hereinafter called “Consultant”).

RECITALS

A. City desires to have certain services and/or goods 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 Works.

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. (Check the Applicable Box)

(a) Compensation [check applicable provision]

If compensation is based on an hourly rate

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.

If compensation is based on a flat fee

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.

(b) Expenses [check applicable provision]

If no reimbursable expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

If City reimburses for certain expenses in addition to compensation

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 Principal by Consultant shall not be made without prior written consent of City.

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

Section 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 A+;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.

(h) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONSULTANT and its insurance carriers.

(i) Contractor to maintain coverage for minimum of two years after completion of work.

*Note: The City reserves the right to modify insurance limits if needed, prior to contract award.

Section 12. Indemnification.

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

(b) All duties of Consultant under this Section 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. 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 18. 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 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. 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 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Consultant.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____ 20___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

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

ATTEST:

_____(SEAL)
City Clerk

CONSULTANT:

Name:
Title:

APPROVED AS TO FORM

APPROVED AS TO CONTENT

LAURENCE S. WIENER
City Attorney

City Manager

SUSAN HEALY KEENE
Director of Community Development

SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A
SCOPE OF WORK

Consultant shall perform the following services:

[Describe the services in detail. Include schedule for deliverables and/or services]:

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

RATES

SCHEDULE OF PAYMENT

Consultant shall submit an itemized invoice on a form approved by City for its services performed in the prior month as required by this Agreement. City shall pay Consultant the undisputed amount of such billing within thirty (30) days of receipt of same.

[Tie payments to deliverables where possible.]

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.
- B.
- C.

ADDRESS

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

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: Consultant 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 Consultant's officers, employees, agents or others employed by Consultant while engaged by Consultant 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

AGENCY: _____

TITLE: _____
ADDRESS: _____

RM02.DOC REVISED 10/14/96.