

REQUEST FOR PROPOSAL

TO PROVIDE

ENGINEERING SERVICES FOR

**STORMWATER INFILTRATION AND GROUNDWATER
RECHARGE FEASIBILITY ASSESSMENT
AT LA CIENEGA PARK AND FRANK FENTON FIELD**

Bid No. 16-32



CITY OF BEVERLY HILLS

Public Works Department

345 Foothill Road

Beverly Hills, CA 90210

Release Date
November 3, 2016

Submittal Deadline: 2:00 P.M. January 9, 2017

**Project Contact:
JOSETTE DESCALZO
jdescalzo@beverlyhills.org
(310) 285-2554**

1.0 INTRODUCTION

The City of Beverly Hills (City) is soliciting proposals from qualified consulting firms interested in providing professional engineering services for the Stormwater Infiltration and Groundwater Recharge Feasibility Assessment at La Cienega Park and Frank Fenton Field. This request for proposal (RFP) contains project description, scope of work, evaluation process, general terms and conditions, and the City of Beverly Hill's template for professional services contract. The intent of the RFP is to solicit a concise proposal.

As a co-permittee of the 2012 Municipal Separate Stormwater Sewer System (MS4) permit for the Los Angeles County, the City and other agencies within the Ballona Creek Watershed Management Group developed an Enhanced Watershed Management Program (EWMP) to serve as a planning and implementation document in meeting water quality standards for the MS4 permit.

The EWMP identified La Cienega Park and Frank Fenton Field as a signature regional project to capture and infiltrate a large volume of runoff through subsurface retention/infiltration. La Cienega Park and Frank Fenton Field are both located within the City of Beverly Hills, as such, the City is planning to develop this regional project. The EWMP determined that a belowground retention/infiltration best management practice (BMP) sized to accommodate the 85th percentile, 24-hour storm event runoff contributed from a drainage area of approximately 578 acres is best suited for this project, resulting in a recommended active BMP design volume of 24 acre-feet. The City is seeking professional engineering services to determine the feasibility of developing the retention/subsurface infiltration facility for La Cienega Park and Frank Fenton Field as described in the EWMP. Additionally, the City is interested in evaluating the potential development of a groundwater recharge system and/or project alternatives that would achieve similar goals for MS4 compliance.

It is anticipated that the top three (3) ranking firms resulting from this RFP process will be invited for interviews. Final selection of the top ranking firm will be based on the total scores of the proposal evaluation and interview.

This RFP does not commit the City to pay any costs incurred in the preparation and presentation of submittals or to select any interested firms who respond.

Tentative 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	November 3, 2016
Mandatory Pre-Proposal Meeting and Site Tour	November 30, 2016
Deadline for Proposers to Submit Questions	December 7, 2016
Anticipated Deadline for Cities to Respond to Questions	December 14, 2016
Proposals due and receive by:.....	January 9, 2017 at 2PM
Interviews (tentative)	January 17-27, 2017
City Councils to approve award.....	March 2017 (Tentative)

2.0 BACKGROUND

The City of Beverly Hills is co-permittee of the 2012 Municipal Separate Stormwater Sewer System (MS4) permit for the Los Angeles County. As part of an innovative approach to the MS4 permit compliance for the Ballona Creek Watershed Management Area, the Ballona Creek Watershed Management Group (BC EWMP Group) developed an Enhanced Watershed Management Program (EWMP). The BC EWMP Group comprised of the Cities of Los Angeles (lead coordinating agency), Beverly Hills, Culver City, Inglewood, Santa Monica, West Hollywood, the County of Los Angeles and the Los Angeles County Flood Control District.

State and federal regulations have established compliance timelines to address water quality issues associated with the Ballona Creek Watershed such as Total Maximum Daily Load (TMDL) for metals and bacteria by 2021. These TMDLs also include milestones that require water quality improvements in the near-term. The EWMP was developed to serve as a planning and implementation document that outlines the watershed's action-based approach to meeting water quality standards of the permit in a comprehensive and quantitative manner by establishing water quality priorities, setting watershed control measures and identifying strategies to meet compliance schedule.

The EWMP Implementation Strategy recommends a Best Management Practices (BMP) based compliance pathway for each of the eight (8) jurisdictions under the MS4 permit. The recommendation includes centralized regional projects designed to receive large volumes of runoff from extensive upstream areas for infiltration and pollutant reduction. Because regional projects offer a variety of benefits beyond water quality improvements including water supply augmentation, community enhancement, and habitat restoration, they can offer a significant opportunity to showcase the potential community-wide benefits of stormwater capture. These opportunities can be used to educate the public about the value of the EWMP effort, generate funding interest, and make valuable progress towards multi-agency objectives (e.g., park improvements, flood control improvements, facility rehabilitation, additional water source, etc.)

The EWMP has identified La Cienega Park and Frank Fenton Field as a signature project for the Cities of Beverly Hills, Los Angeles and West Hollywood to capture and infiltrate a large volume of runoff through subsurface infiltration. La Cienega Park and Frank Fenton Field are both located within the City of Beverly Hills. The parks consist of a community center, tennis courts, a playground, a running track and several recreational fields (**see Attachment A**). The potential BMP is proposed as a belowground retention/infiltration basin situated beneath sports field on the south and east portions of the park that would capture approximately 578 acres of drainage areas from the cities of Los Angeles, West Hollywood and Beverly Hills.

The EWMP determined that a belowground retention/infiltration BMP sized to accommodate the storm events of the 85th percentile; 24-hour storm event runoff is best suited for this project site. As a result, the recommended active volume of the BMP is 24.0 acre-feet but the site has a potential available BMP volume of 51.3 acre-feet.

The City is seeking the services of a Consultant to determine the feasibility of developing a retention/subsurface infiltration facility and groundwater recharge systems for the La Cienega Park and Frank Fenton Field as described in the EWMP or as an alternative, develop a recommended path in achieving similar goals for permit compliance.

The successful Consultant will be given general planning documents and soils test results previously completed during the EWMP planning process along with any relevant information available.

The goals of this project are: 1) to evaluate the feasibility of implementing the recommended project as identified in the EWMP under dry and wet weather conditions, 2) develop a Preliminary Design Report for the project including an assessment of a potential groundwater recharge system at the site. 3) Develop engineering alternatives for meeting MS4 permit compliance, including those not identified in the EWMP for La Cienega Park and Frank Fenton Field. Evaluation of project alternatives shall include engineering cost estimates, construction phasing scenarios which include compliance evaluation with the MS4 Permit and financing options to assist the Cities in their decision making.

The feasibility assessment shall consider the following objectives:

- Meet or exceed the criteria established for the MS4 permit as identified in the EWMP.
- Capture wet and dry weather runoff from drainage areas under consideration.
- Treat and reuse stormwater runoff to supplement irrigation demands for park landscape and playing field areas
- Treat and reuse stormwater runoff to recharge the groundwater basin.
- Evaluate discharges from nearby dewatering facilities, i.e. Metro Purple Line Extension project
- Evaluate flow and water quality for both dry and wet weather conditions
- Reduce overall maintenance requirements from that of existing.
- Provide monitoring system(s) to detect stormwater runoff quality.
- Provide public education and increase community awareness regarding stormwater quality and water sustainability.

The project shall achieve the functions listed above to the maximum extent possible.

3.0 SCOPE OF WORK

The scope of work that follows contains a general outline of the required tasks. Proposals submitted should include a detailed all-inclusive scope of work.

Task 1: Project Management, Communication and Data Collection

- A. Project Manager: Consultant shall assign a project manager that will be the point of contact and coordinate all communication with City staff.
- B. Project Kick-off Meeting and Review: Meet with City of Beverly Hills staff to discuss study parameters, site-specific conditions, project goals, and objectives. Obtain information such as planning documents, Enhanced Watershed Management Program

(EWMP) Plan, as-built drawings of existing infrastructure, soil test results, and other miscellaneous and applicable reports necessary to support project development.

- C. Project Schedule, Status Report and Monthly Progress Meetings: Consultant shall submit an initial schedule with milestones using the latest version of MS Project. The schedule shall be updated monthly and shall be provided at monthly Progress Meetings attended by Consultant's Project Manager. An Agenda shall be provided by Consultant a minimum of five (5) working days prior to meeting date. Monthly Progress Meetings shall occur for the duration of the project unless noted otherwise by City. Meeting minutes shall be prepared and submitted within five working days after the meeting(s).
- D. Technical Support for Public Works Commission and City Council Meetings: Consultant shall provide engineering and technical support to assist City staff during Public Works Commission and City Council meetings. For purposes of this RFP, assume eight (8) meetings to present project progress, address public comments, receive and incorporate inputs as necessary. The dates for these meetings are to be determined.
- E. On-site Evaluation of La Cienega Park, Frank Fenton Field and key drainage areas & Dewatering Facilities: Conduct a site visit to survey and perform general evaluation of La Cienega Park and Frank Fenton Field including on-site facilities, existing utilities, drainage areas, key drainage areas, dewatering facilities and general physical and topographical characteristics for stormwater runoff collection and drainage design requirements. If necessary, perform soils tests including but not limited to contamination analyses, porosity and percolation,
- F. Flow Monitoring and Water Quality Assessment: Review and evaluate existing flow and water quality data for the project area. Review available data from Los Angeles County Department of Public Works and Los Angeles County Flood Control District to assess flow and water quality. Consultant shall evaluate quality and quantity of discharges from permitted dewatering facilities located within project drainage areas. Consultant shall provide recommendations to collect additional representative samples attributing to project site including methods and locations. Analyze and evaluate results of stormwater quality and flow obtained from representative samples.
- G. Drainage Area Determination: The EWMP prescribed a drainage area covering the cities of Beverly Hills, Los Angeles, and West Hollywood that are tributary to the Ballona Creek. The Consultant shall provide engineering assessment for each city's percentage (%) of drainage area contributing to the project for a maximum drainage area of 7,776 acres and the minimum drainage area of 578 acres as shown in the EWMP. The drainage areas shall be provided for each construction phasing scenario. This task will assist the City in determining cost sharing allocation and project contribution.

Task 2: Perform Feasibility Assessment

- A. Evaluate EWMP: Review and evaluate regional project at La Cienega Park and Frank Fenton Field as prescribed in EWMP for accuracy, relevance and constructability in achieving MS4 permit objectives. Evaluate feasibility of implementing project as prescribed by EWMP for La

Cienega Park and Frank Fenton Field. Project implementation shall consider dry and wet weather conditions for required BMP area of 24 acre-feet and maximum available BMP area of 51.3 acre-feet.

- B. Evaluate Potential Caltrans Right-of-Way: Identify and evaluate existing and/or planned Caltrans Right-of-Way within the study drainage area. Identify locations and square footage of existing or planned Caltrans right-of-way that contribute to the overall study drainage area including within the Cities of Beverly Hills, West Hollywood and Los Angeles. If Caltrans right-of-way exists within the study drainage area, assist the City in identifying potential grant funding opportunities supported by Caltrans stormwater management program.
- C. Evaluate Stormwater Capture, Storage, Treatment and Distribution: Provide location specific recommendations for stormwater capture diversion structures, storage and distribution facilities and treatment schematics. Evaluation shall consider the maximum project areas available for La Cienega Park and Frank Fenton Field to achieve project objectives.
- D. Groundwater Recharge System Assessment: Assess the feasibility of constructing a groundwater recharge system on the project site. Perform necessary geotechnical evaluation to conduct percolation tests. Assess the footprint required to construct any pre-treatment facilities as required by regulations, including monitoring equipment and electrical requirements necessary to implement a groundwater recharge system for La Cienega Park and Frank Fenton Field if deemed feasible.
- E. Facilities Schematic: Provide an 11" X 17" (or larger) conceptual layout depicting all proposed facilities including, but not limited to, retention/infiltration facilities, groundwater recharge facilities, water treatment schematic, piping connections, distribution pipeline and related appurtenances necessary to implement recommended project
- F. Technical Memorandum: Provide a detailed Technical Memorandum (TM) of the project's existing conditions, desired objectives and preliminary analysis of the feasibility to implement EWMP' project recommendation under dry and wet weather conditions for BMP areas of 24 acre-feet and 51.3 acre-feet respectively. The TM will be used as a basis to assess the feasibility of implementing the EWMP's recommendation. TM shall include cost analysis to design and construct the recommended project, including all necessary improvements for storage facilities, distribution pipeline, treatment facilities, and related appurtenances to implement recommended project. Meet with City staff and stakeholders to discuss and review comments from the TM. Assume a minimum of one meeting to review the TM.

Task 3: Develop Engineering Alternatives

- A. Develop and Evaluate Feasible Alternatives: Develop various alternatives for infiltration and bio-retention BMPs, including locations for water quality testing and flow monitoring methodologies to quantify the performance of the project's

effectiveness. Develop a list of feasible alternatives to capture and utilize foundation drainage water discharged by industrial and commercial facilities including Metro Purple Line Extension at La Cienega/Wilshire Station, other stormwater capturing opportunities, unique conservation measures, or any combination thereof to achieve similar goals as described in the EWMP. Develop a construction phasing alternative schedule that includes drainage area percentage from each city associated with each phase of construction. This task will assist the City to identify cost sharing requirements.

- B. Define a Recommended Course of Action: Recommend a course of action for implementing a regional project that factor in all tasks including regulatory, environmental and permitting requirements, strategies for procuring funding including but not limited to grants and low interest loans, financing considerations, and construction phasing recommendations.

Task 4: Develop Preliminary Design Report

- A. Develop Preliminary Design Report (PDR): Prepare preliminary design report to summarize the information from Tasks 1-3. The PDR will be used as a basis to consider the feasibility of the design and construction of La Cienega Park and Frank Fenton Field Stormwater Infiltration and Groundwater Recharge Project. Meet with City staff and stakeholders to discuss and review comments. Assume a minimum of one meeting to review the draft submittal, one meeting to review the final submittal, and two additional meetings to provide support at the Public Works Commission and City Council meetings.

Additionally, consultant should be aware of the following project schedule:

- Time to prepare and complete PDR – 6 months
- Time for review of Draft Plan by City and stakeholders – 6 weeks
- Time to prepare and complete Final PDR – 2 months
- Time for review of Final by City and stakeholders – 4 weeks

Project Deliverables for Task 4: Provide the following:

- Preliminary Design Report shall include the following sections, at a minimum:
 - Executive Summary
 - Introduction
 - Discussion with Alternatives, Cost Analysis and Funding Strategies (6 pages minimum)
 - Summary and conclusions
 - Recommendations
 - Attachments, including but not limited to:
 - Facilities Schematic(s)
 - Water Quality Test Results
 - Geotechnical Test Results
 - Estimate Construction Schedule
 - Estimate Permitting Schedule
- 5-bound copies of Draft and Final PDR, plus CD or DVD copy

- Engineer's estimate of construction cost to implement recommended project

4.0 CITY FURNISHED SERVICES

City staff will be available to answer questions during all phases of work. The City will provide in-house project manager/contract administrator. The City will assist in coordinating the dissemination of the following information during the design of this project:

1. All available City information and reports for this project, including parcel maps and GIS data base information, Metro project data, relevant stormwater flow, utility locations and other related materials.
2. Any additional information residing in the City records which the parties agree may be of assistance during the design process.

5.0 ELEMENTS OF THE PROPOSAL

Please limit your proposal to approximately fifteen (15) pages, excluding cover letter, resumes, and pre-printed materials. Responses to this Request for Proposal shall be presented in the following format:

1. Cover Letter: The letter shall be signed by an official authorized to bind the firm and shall contain a statement indicating that the proposal is valid for ninety days.
2. Project Understanding: Present your understanding of the project and the general approach to be used.
3. Scope of Work: The methodology and detailed Scope of Work proposed to accomplish the tasks shall be described in this section. Consultants shall provide a complete scope of services for all labor, materials, tools, equipment, services, incidentals, professional staff and sub-consultants to fully complete the project without extra work and are encouraged to recommend alternatives, added or reduced designs services which may enhance the overall quality of the project.
4. Company Description: The Proposal shall include a description of the company, including the organization's experience and history of providing services as required in this RFP. If this is a large company with several branches/offices, include a description of the local office that would be working on the scope of services. Describe the process used by your company to ensure quality work will be provided to the City.
5. Personnel: This section shall identify and define the qualifications and experience of the Project Manager and other key personnel to be assigned to the project. The proposal shall also include the names, qualifications and resumes of the firm's sub-consultants' who will be performing the work and a description of their experience

relating specifically to this project. Describe the level of involvement for each of the sub consultants and a projection of man-hours for each. Provide an organizational chart indicating the project team's individual responsibilities and reporting relationship. For each key team member, a resume must be attached. The Project Manager for the consultant must be fully involved and in control of the work effort and conversant in the project's details on a day-to-day basis. Provide a listing of preferably five (5) clients and projects for which similar work has been performed by the Project Manager including contact persons, addresses and telephone numbers. This work experience can be supplemented with the firm's work experience on similar projects. Please ensure that the individual referenced is still with the contracting agency for which the work was performed or give that person's current telephone number. The Project Manager and other key personnel identified in the proposal are expected to remain assigned to the project through project completion. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of City, which will not be unreasonably withheld.

6. **References:** The Proposal shall include a list of up to five (5) clients with which you have completed similar projects within the past five (5) years. Include a brief description of the services provided, the dates of the project, client contact names, current client telephone numbers and email addresses.
7. **Sub consultant Listing.** If applicable, submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services as sub consultants, contractors, or subcontractors in conjunction with the performance of this agreement. The proposal should include a list of those firms with the following information for each:
 - Company's name
 - Local office address
 - Contact person for the company
 - Phone number and e-mail address for the contact person
 - Tasks assigned
 - The reason why you are choosing to use this company to do those tasks and your history of working with this company
 - Provide experience on similar types of projects
8. **Project Schedule:** Provide a proposed project schedule indicating the time frame for completing each section contained within the Scope of Work.
6. **Staff Hour Estimate:** Provide a staffing chart, including consultants, indicating the estimated number of staff hours, by individuals or by job description or title required, for each task in the scope of work.
7. **Fee Summary:** In a separate sealed envelope, provide a cover letter and Fee Summary. The fee summary shall include a cost and man-hour breakdown consistent with the

requirements of the Scope of Work. In addition, please provide your current rate schedule with corresponding effective dates.

City will compensate the consultant for services performed on an hourly-rate basis plus project-related expenses. Provide an estimated fee for each phase of the project and a Total Overall Not-To-Exceed Fee for the project.

6.0 PROPOSAL EVALUATION CRITERIA

Evaluation and ranking of the proposals will be based upon the quality of the proposals, including comprehensiveness and responsiveness to the requirements of this RFP and the following criteria:

- Similar project experience, references and qualifications of the Project Manager and other team members.
- Consultant's knowledge and understanding of the project, the approach and methodology that will be used to complete the project.
- The committed project schedule for implementation and completion of the Scope of Services, and the projected use of staff hours.

After the proposals are reviewed and ranked based on technical merit, the fee envelope will be opened and reviewed. The proposal that, in the judgment of the reviewing staff, is the highest ranked with reasonable fee will be recommended to the City Council for award.

7.0 PROPOSAL EVALUATION SCHEDULE

The City shall utilize the following planning chart for the timetable and process of evaluating engineering proposals:

Mandatory Pre-Proposal Meeting at the City* (345 Foothill Road, Beverly Hills, CA 90210)	November 30, 2016 @ 10AM
Proposals due and received by:	January 9, 2017 @ 2PM
Recommend Council to approve Design award:	March 2017 (Tentative)
Project Kick-Off Meeting:	TBD

***Note:** The Pre-Proposal meeting is provided to answer questions you might have. **Attendance is mandatory in order to submit proposal.**

8.0 GENERAL TERMS AND CONDITIONS

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

The City reserves the right to cancel the project at any phase or at any point in any phase and pay the Consultant only for costs incurred to that date. All data, documents and other products used or developed during the project will remain the property of the City upon completion of that phase of the project.

8.1 CONTRACT BETWEEN CONSULTANT AND CITY

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

8.2 LATE PROPOSALS

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

8.3 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.

8.4 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.

8.5 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 contract that is negotiated with the successful consultant.

8.6 SITE INSPECTION

Proposers are urged to make site visits and examinations to become thoroughly familiar with the conditions affecting their proposal. Failure to make such investigations will not constitute grounds for additional claims or for extension of time under the contract and will not relieve the Consultant of the responsibility for meeting all requirements of the RFP.

8.7 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.

8.8 EXTRA WORK OR MATERIALS

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

8.9 NEWS RELEASES

News releases pertaining to the award of any contract resulting from this RFP shall not be made without prior 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.

9.0 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 Services, schedule and fees with the selected 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. The City reserves the right to separate the work into various projects and negotiate and award each project to different consultants. The final proposals will be presented to the City Council for approval.

Five copies of the complete proposals and one separate sealed fee envelope must be received by the date and time specified in Section 7.0 of this RFP. Deliver or mail proposals to:

Hand Deliveries: City of Beverly Hills – Public Works Department
 345 Foothill Road
 Beverly Hills, California 90210
Attn.: Josette Descalzo
Environmental Compliance and Sustainability
Programs Manager

Cc: Derek Nguyen, Ph.D., P.E.
Project Manager

Mailed Deliveries: City of Beverly Hills – Public Works Department
 345 Foothill Road
 Beverly Hills, California 90210
Attn.: Josette Descalzo
Environmental Compliance and Sustainability
Programs Manager

Cc: Derek Nguyen, Ph.D., P.E.
Project Manager

ATTACHMENTS

- Attachment A: Overview of La Cienega Park & Frank Fenton Field
- Attachment B: EWMP – Executive Summary & Overview
- Attachment C: City's Professional Services Contract
- Attachment D: City's Insurance Requirements

ATTACHMENT A

Overview of La Cienega Park & Frank Fenton Field



Figure 4-7 Rancho Park Golf Course and Cheviot Hills Recreation Center Surface and Subsurface Infiltration Basin – Preliminary Design Concepts

4.5.2 La Cienega Park / Frank Fenton Field

La Cienega Park and Frank Fenton Field are both located within the City of Beverly Hills in an area that drains to Ballona Creek. The park is owned and operated by the City of Beverly Hills. The parks consist of a community center, tennis courts, a playground, a running track and several active recreational fields. The potential BMP is proposed as a belowground retention/infiltration basin situated beneath sports fields on the south and east portions of the park.

The maximum drainage area for this project site is approximately 7,776 acres. After review of available site opportunities and surrounding infrastructure, a smaller (alternative) drainage area was delineated, encompassing approximately 578 acres.

After reviewing the hydrologic model results and estimated runoff volumes for the various diversion scenarios, it was determined that a belowground retention/infiltration BMP sized to accommodate the 85th percentile, 24-hour storm event runoff contributed from the alternative drainage area is best suited for this project site. As a result, the recommended active volume of the BMP is 24.0 acre-feet.

Table 4-4 summarizes some key conceptual design parameters for this project site. Figure 4-8 through 4-11 provided on the following pages show proposed site features and the tributary drainage area(s) considered during the engineering and environmental feasibility analysis.

Table 4-4 La Cienega Park/Frank Fenton Field Design Parameters

La Cienega Park/Frank Fenton Field Design Parameters (BH01)		
Project Site Parameters	Total (Maximum) Drainage Area	7,776 acres
	Alternative (Minimum) Drainage Area	578 acres
	Maximum Required BMP Volume	352 AF
	Alternative Required BMP Volume	24 AF
	Groundwater Depth	25 feet
BMP Design Parameters	BMP Opportunity Area	6.4 acres
	Recommended Maximum BMP Depth	8 feet
	Available BMP Volume	51.3 AF
	Recommended Active BMP Volume	24 AF

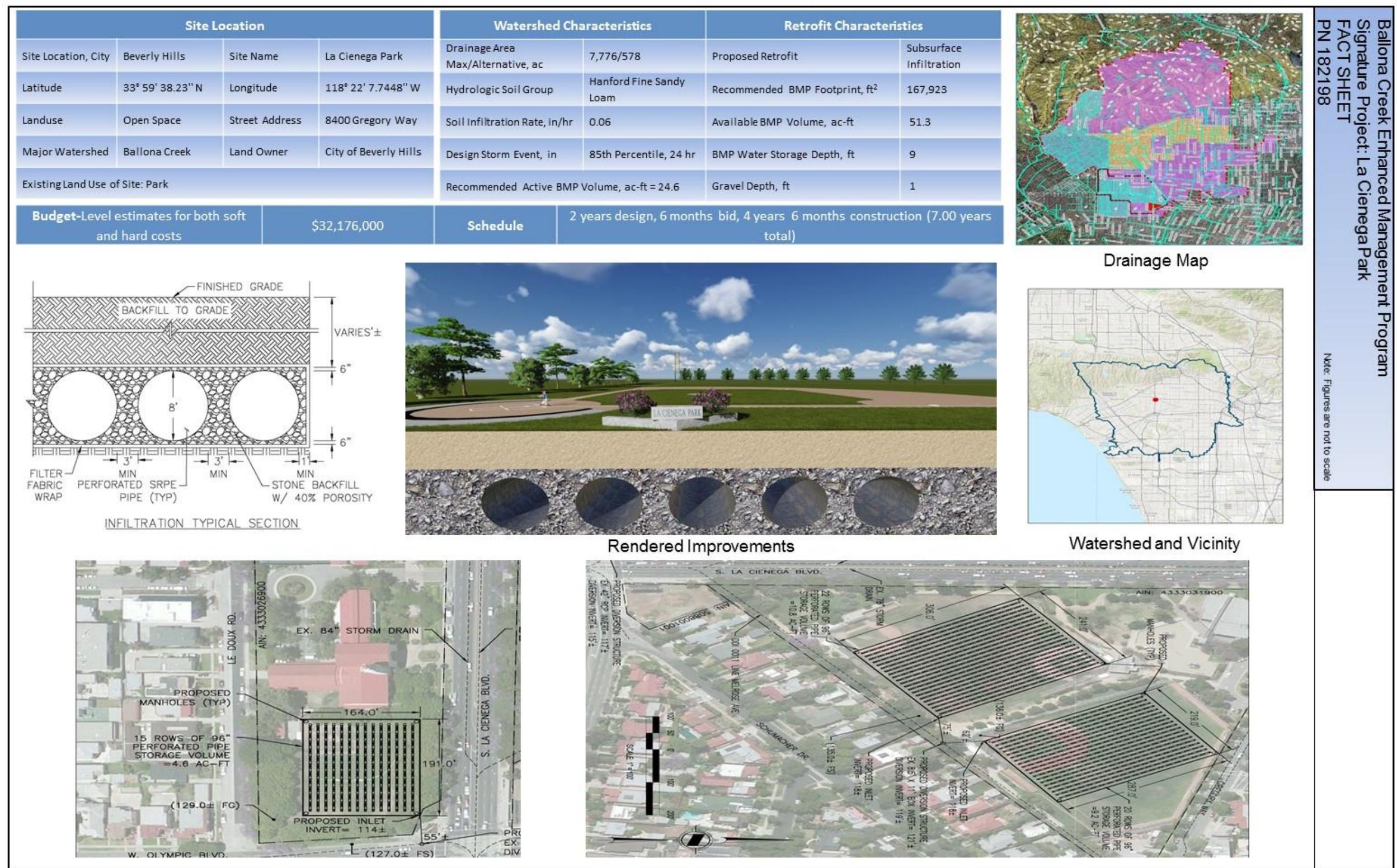


Figure 4-8 La Cienega Park/Frank Fenton Field Super Fact Sheet



Figure 4-9 La Cienega Park/Frank Fenton Field Subsurface Infiltration Site – Site Map

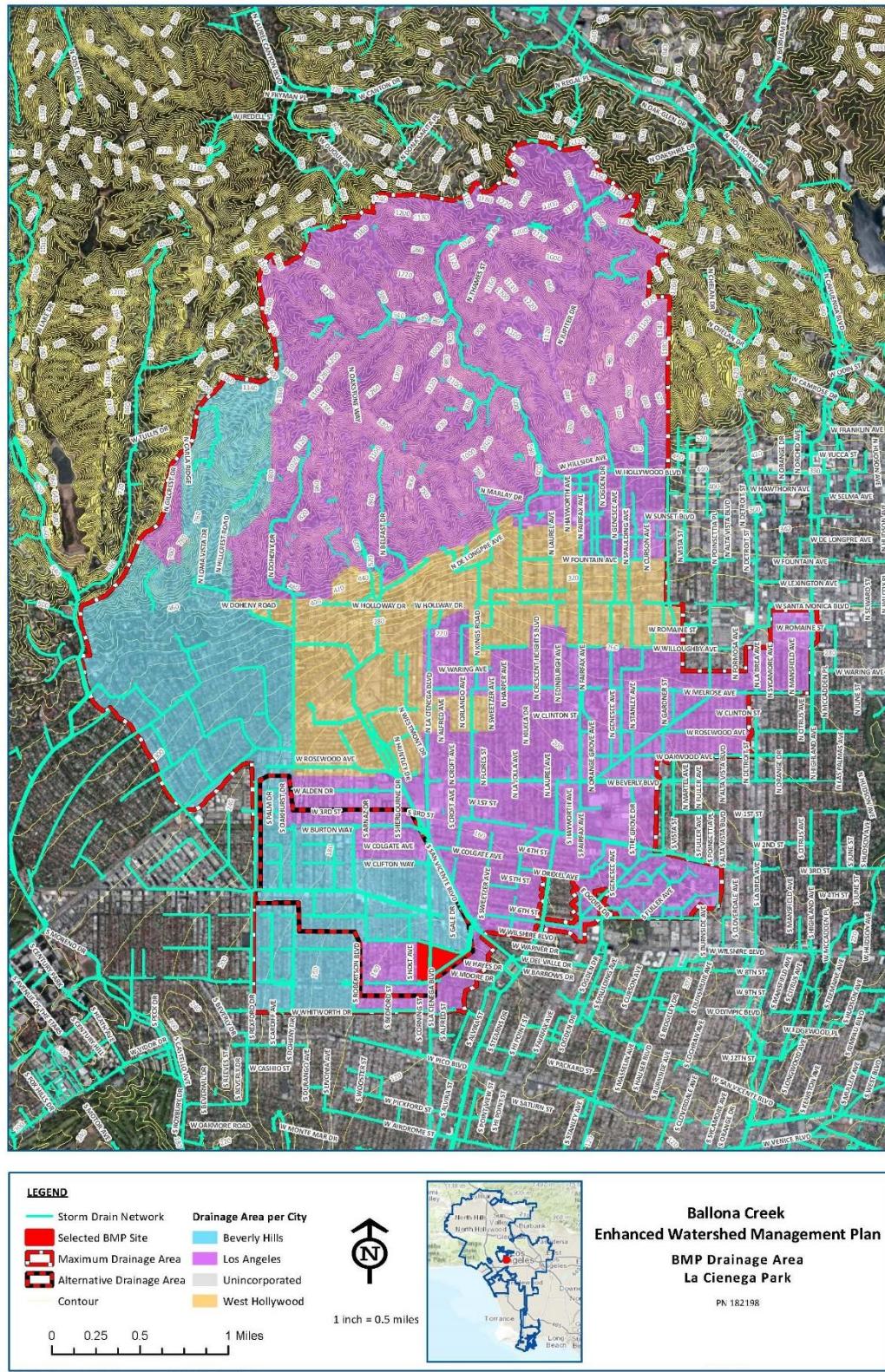


Figure 4-10 La Cienega Park/Frank Fenton Field Subsurface Infiltration Drainage Area – Drainage Map

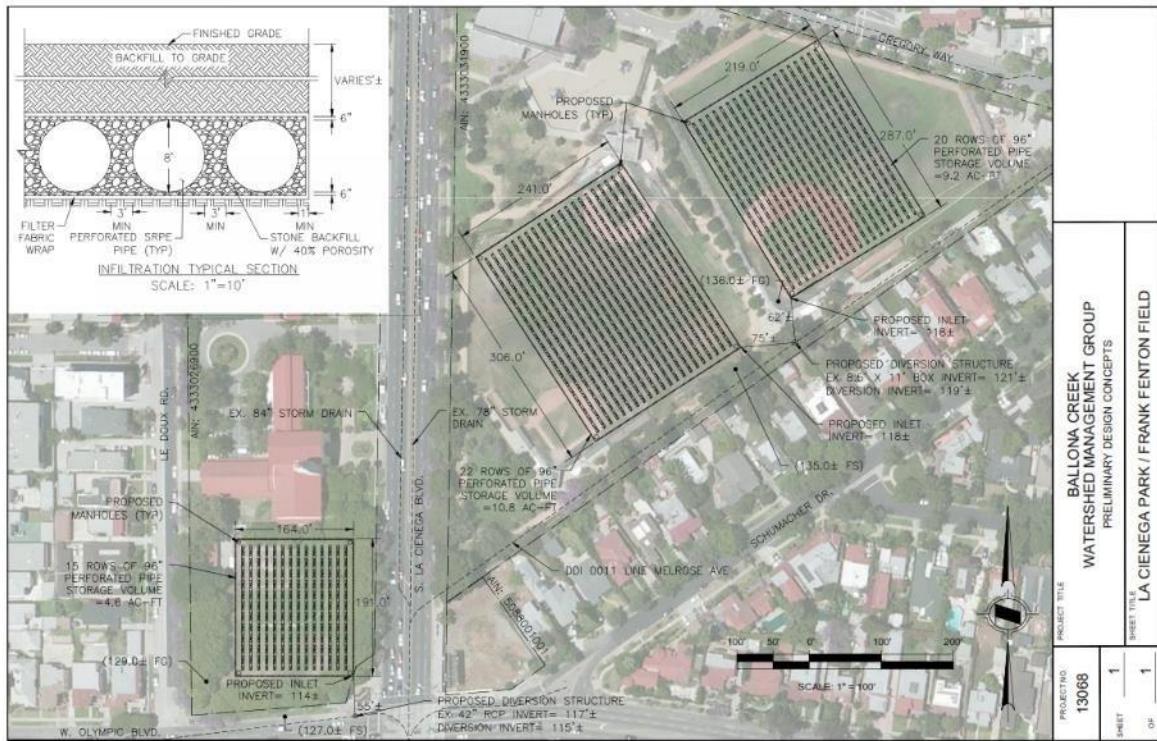


Figure 4-11 La Cienega Park/Frank Fenton Field Subsurface Infiltration Drainage Area – Preliminary Design Concepts

4.5.3 Culver Boulevard Median

The Culver Boulevard Median site is located within Culver City in an area that drains to Ballona Creek. The site is located within public right-of-way along Culver Boulevard between Elenda Street and Sepulveda Boulevard. The site will primarily make use of an abandoned rail corridor from a former light rail system within the median of Culver Boulevard. The potential BMP is proposed as a belowground retention/infiltration basin situated beneath the median.

The maximum drainage area for this project site is approximately 829 acres. After review of available site opportunities and surrounding infrastructure, a smaller (alternative) drainage area was delineated, encompassing approximately 139 acres.

After reviewing the hydrologic model results and estimated runoff volumes for the various diversion scenarios, it was determined that a retention/infiltration BMP at this site can accommodate the 85th percentile, 24-hour design storm runoff contributed from the maximum drainage area. However, to maximize pollutant load reduction, design was based on the alternative drainage area. As a result, the recommended active volume of the BMP is 29.2 acre-feet. This optimized project size allows for maximizing the treatment volume while staying below the point of diminishing returns.

Table 4-5 summarizes some key conceptual design parameters for this project site. Figures 4-12 through 4-15 provided on the following pages show proposed site features and the tributary drainage area(s) considered during the engineering and environmental feasibility analysis.

ATTACHMENT B

EWMP Executive Summary & Overview

Executive Summary

The Municipal Separate Storm Sewer System (MS4) Permit Order No. R4-2012-0175 (Permit) for Los Angeles County provides an innovative approach to Permit compliance through the development of Enhanced Watershed Management Program (EWMP) Plans. Through a collaborative approach, an EWMP for the Ballona Creek (BC) Watershed Management Area (WMA) was developed by the Ballona Creek Watershed Management Group (BC EWMP Group). The BC EWMP Group is comprised of the cities of Los Angeles (lead coordinating agency), Beverly Hills, Culver City, Inglewood, Santa Monica, West Hollywood, and the Unincorporated County of Los Angeles and the Los Angeles County Flood Control District (LACFCD). By electing to comply with the optional compliance pathway in the MS4 Permit, the BC EWMP Group has leveraged this EWMP to facilitate a robust, comprehensive stormwater management approach for the Ballona Creek watershed and to address the priority water quality conditions in the WMA.

The Ballona Creek Watershed is an important watershed in southern California. The land use is dense and heavily urbanized. The Ballona Creek Watershed has been subject to numerous water quality planning and compliance efforts and the EWMP leveraged those efforts and identified additional projects to address water quality issues.

Controlling pollutants in stormwater is a major challenge for the Group Members, but state and federal regulations applicable to the watershed establish clear compliance timelines to address water quality issues. For example, the Ballona Creek Watershed is subject to a Total Maximum Daily Load (TMDL) for metals that requires compliance by 2021 and a bacteria TMDL that also requires compliance by 2021. These TMDLs also include milestones that require water quality improvements in the near-term. High levels of metals can negatively impact aquatic life (e.g., fish) in the rivers, creek and estuary; elevated bacterial concentrations can pose a potential health risk to people that recreate in the watershed. To comply with the Permit and to address the water quality issues in a comprehensive quantitative manner, this EWMP plan has been prepared.

Elements of the EWMP

The objective of the EWMP Plan is to determine the network of control measures (often referred to as best management practices [BMPs]) that will achieve required pollutant reductions while also providing multiple benefits to the community and leveraging sustainable green infrastructure practices. This EWMP includes the following elements (Figure ES-1):

ES.1 Water Quality Priorities

The identification of Water Quality Priorities (Section 3 of the EWMP) was an important first step in the EWMP Plan development process. The Water Quality Priorities highlight the pollutants and waterbodies that are potentially not attaining water quality standards. The Water Quality Priorities are a driver of the control measures in the EWMP. For example, if a water quality objective is not being attained, additional pollutant reduction is required and thus more or larger control measures are

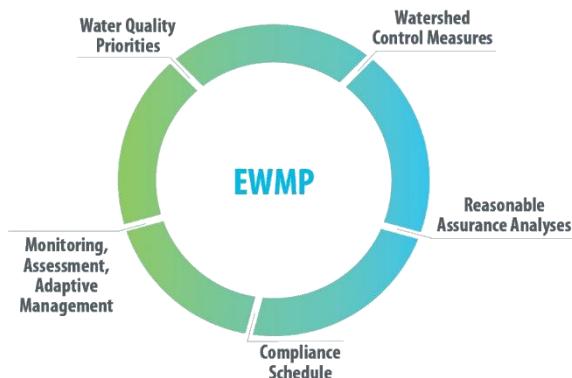


Figure ES-1 EWMP Elements

needed to achieve those reductions. Over 55,000 data records of water quality monitoring were compiled and analyzed to determine three categories of Water Quality Priorities based on whether TMDLs have been developed for waterbody-pollutants, whether water quality exceedances have occurred in the last ten years and whether the stormwater system is a likely source of these pollutants. The water quality prioritization process of the Permit determines the water body-pollutant combinations (WBPCs) that will be addressed by the EWMP. The Permit defines three categories of Water Quality Priorities:

- **Category 1** are pollutants subject to an established TMDL.
- **Category 2** are pollutants on the State Water Resources Control Board 2010 Clean Water Act Section 303(d) List of Impaired Water Bodies or those constituents that have sufficient exceedances to be listed.
- **Category 3** are pollutants with observed exceedances that are too infrequent to be listed, and parameters that are not considered typical pollutants.

The applicable TMDLs are the highest priority for stormwater quality compliance, and thus scheduling for addressing Water Quality Priorities was developed based on TMDL milestones (e.g., interim and final numeric limits) and other representative Los Angeles Regional Water Quality Control Board (Regional Board) adopted TMDLs. The scheduling of low impact development (LID), green streets and regional BMP implementation for the EWMP is based on the milestones of the applicable metals and bacteria TMDLs, as follows:

- Achieve a 50 percent milestone for the Ballona Creek Metals TMDL by 2016;
- Achieve final compliance (100 percent milestone) for the Ballona Creek Metals TMDL by 2021; and
- Achieve final compliance for the Ballona Creek Bacteria TMDL by 2021.

During EWMP implementation, special studies could be completed to revise the water quality objectives to be more reflective of conditions in Ballona Creek watershed (e.g., a water effects ratio could be used to develop site-specific objectives for zinc, which could reduce the required reductions and have a major effect of the EWMP control measures).

ES.2 Watershed Control Measures

The Permit requires identification of Watershed Control Measures, which are BMPs that will be implemented through the EWMP, individually or collectively, at watershed-scale to address the Water Quality Priorities. Section 4 of the EWMP describes the regional (Signature) projects and Section 5 of the EWMP describes the distributed BMPs. The total network of LID, green streets and regional BMPs in the EWMP Implementation Strategy represents over eight Rose Bowls of BMP capacity. For EWMP development it was important to establish nomenclature/definitions of the various control measures. The following categories of distributed and regional approaches control measures make up the EWMP Implementation Strategy.

The three main categories of structural BMPs can be further categorized as LID, green streets, and regional projects:

Low-Impact Development: these are distributed structural practices that capture, infiltrate, store and use, and/or treat runoff at the parcel (normally less than 10 tributary acres (Figure ES-2)). Common LID practices include bioretention, permeable pavement, and other infiltration BMPs that prevent runoff from leaving a parcel. Rainfall harvest practices such as cisterns can also be used to capture rainwater – that would otherwise run off a parcel – and use it to offset

non-potable water demands. The types of LID incorporated into the EWMP are the LID ordinance, residential LID, and LID retrofits of public parcels. Since the vast majority (nearly 70 percent) of runoff from the developed portion of the watershed is generated from impervious areas on parcels, LID is a natural choice as a key EWMP strategy to treat runoff from parcel-based impervious areas. LID can be viewed as the “first line of defense” due to the fact that the water is treated on-site before it runs off from the parcel and travels downstream.

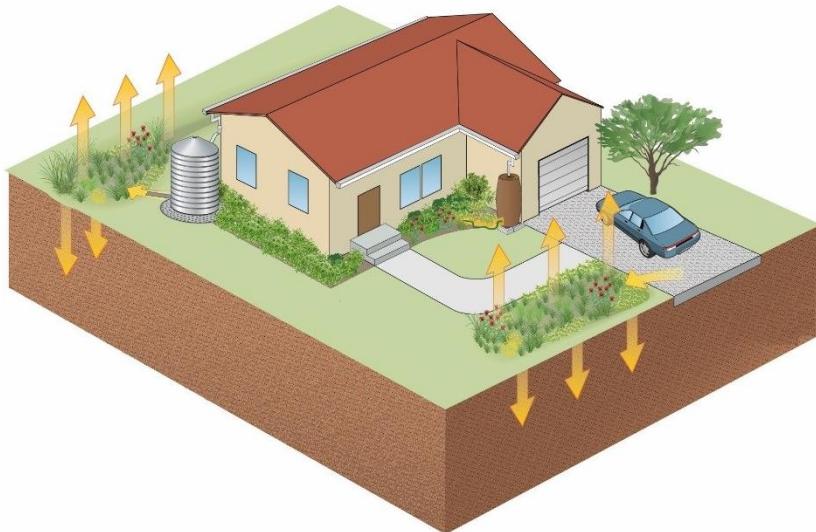


Figure ES-2 Conceptual Schematic of LID Implemented on a Parcel (arrows indicate water pathways)



Figure ES-3 Conceptual Schematic of a Green Street
(arrows indicate water pathways)

Green Streets: these are distributed structural practices that are typically implemented as linear bioretention/biofiltration practices installed parallel to roadways (discussed in Section 5). These systems receive runoff from the gutter via curb cuts or curb extensions (sometimes called bump outs) and infiltrate it through native or engineered soil media (Figure ES-3). Permeable pavement can also be implemented in tandem, or as a standalone practice, in parking lanes of roads. As shown in Figure ES-4, a high percentage of streets are planned for green street retrofits for the EWMP Implementation Strategy. Green

streets have been demonstrated to provide “complete streets” benefits in addition to stormwater management, including pedestrian safety and traffic calming, street tree canopy and heat island effect mitigation, increased property values, and even reduced crime rates.

Regional Projects: Regional projects are centralized facilities located near the downstream ends of large drainage areas, typically treating tens to hundreds of acres. Regional projects are designed to receive large volumes of runoff from extensive upstream areas and can provide a cost-effective mechanism for infiltration and pollutant reduction (Figure ES-5). Runoff is typically diverted to regional projects after it has already entered storm drains and engineered channels. Routing offsite runoff to public parcels (versus treating surface runoff near its source, as with green streets and LID) often allows regional BMPs to be placed in cost-effective locations with the best available BMP opportunity. The BC EWMP includes over 68 regional BMPs, including 10 signature, multi-benefit regional projects (Figure ES-6). Of these 10, 4 regional projects will retain the stormwater volume from the 85th percentile, 24-hour storm. The EWMP also includes regional projects on private land to assure pollutant reductions are achieved.

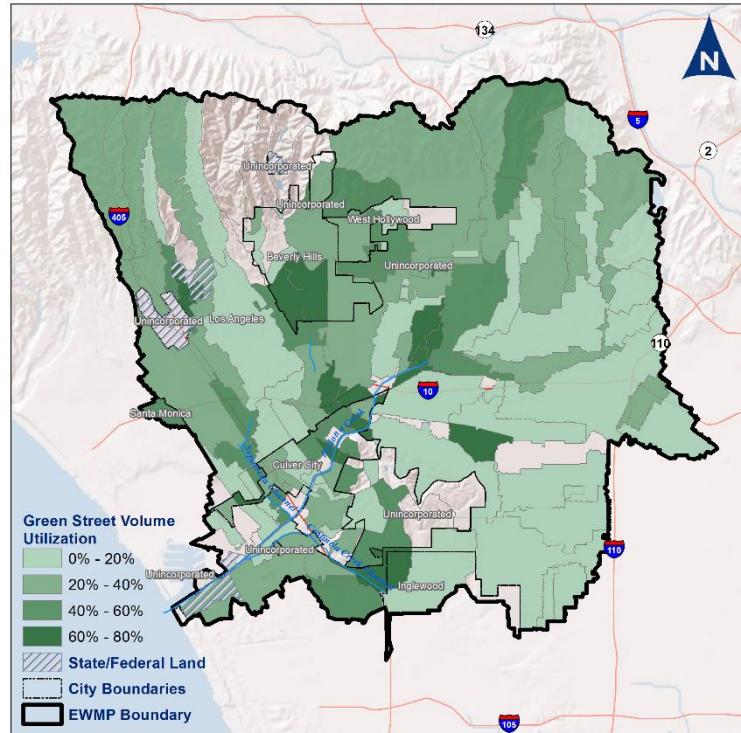


Figure ES-4 Planned Percent of Streets for Green Street Retrofit in Ballona Creek Watershed

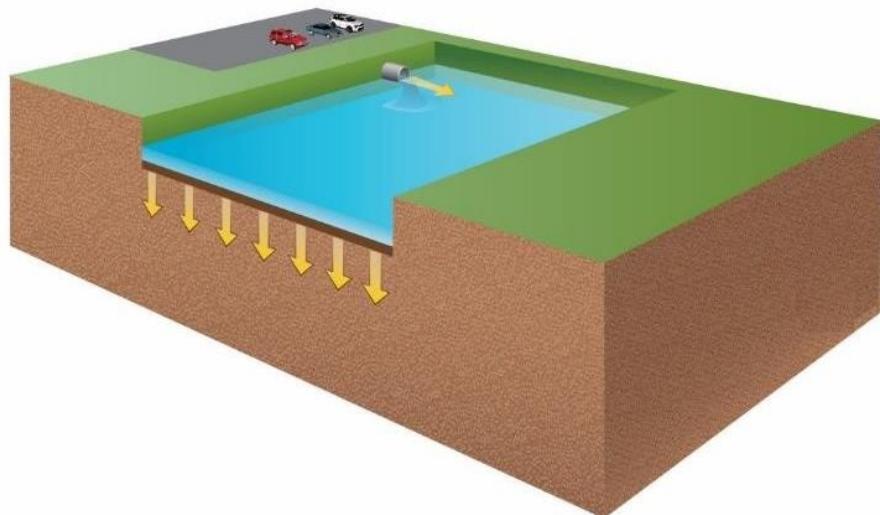


Figure ES-5 Conceptual Schematic of a Regional Project (arrows indicate water pathways)



Figure ES-6 Potential Locations for Regional Projects in Ballona Creek Watershed

developed WMMS specifically to support informed decisions for managing stormwater. The RAA modeling system incorporates three primary tools:

1. A watershed model for prediction of baseline hydrology and pollutant loading (Loading Simulation Program – C+ [LSPC]);
2. A model for simulating the performance of control measures in terms of flow, concentration and load reduction (System for Urban Stormwater Treatment Analysis and Integration [SUSTAIN]); and
3. A tool for running several potential scenarios and optimizing/selecting control measures based on cost-effectiveness (also within SUSTAIN).

The EWMP includes demonstrations that the RAA modeling system is able to accurately predict flows and pollutant concentration in the Ballona Creek Watershed. The RAA was developed based on complying with the applicable criteria for “limiting pollutants” during 90th percentile conditions. Limiting pollutants are the pollutants that drive BMP capacity (e.g., control measures that address the limiting pollutant will also address other pollutants). The limiting pollutants for the Ballona Creek Watershed are as follows:

- Wet weather – zinc and *Escherichia coli* (*E. coli*): according to the modeling analysis and review of monitoring data, control of zinc and *E. coli* requires BMP capacities that are the largest among the Water Quality Priority pollutants, and thus control of zinc and *E. coli* has assurance of addressing the other BC wet weather Water Quality Priorities. The RAA for BC first identifies the control measures to attain zinc limits (during the zinc critical condition) and then identifies additional capacity, if any, needed to achieve *E.coli* limits.
- Dry weather – *E. coli*: among all the pollutants monitored during dry weather at mass emission stations in LA County, *E. coli* most frequently exceeds receiving water limits (RWLs). During monitoring “snapshots” of over 100 outfalls along the LA River, over 85 percent of samples

exceeded limits for *E. coli* during dry weather in the Bacterial Source Identification Study along the Los Angeles River (CREST, 2008). Among the Water Quality Priority pollutants, achievement of dry weather RWLs for *E. coli* will be the most challenging.

The RAA was used to select the BMPs in the EWMP Implementation Strategy based on three primary elements:

- **Opportunity** – Where can these BMPs be located and how many can be accommodated?
- **System Configuration** – How is the runoff routed to and through the BMP and what is the maximum BMP size?
- **Cost Functions** – What is the relationship between BMP volume/footprint/design elements and costs?

The WMMS was used to consider millions of BMP scenarios and the EWMP Implementation Strategy was selected based on the most cost-effective scenarios, while also incorporating preferences of the EWMP Group.

ES.4 Detailed EWMP Implementation Strategy and Compliance Schedule

The EWMP Implementation Strategy (presented in Section 7 of the EWMP) is the “recipe for compliance” of each jurisdiction to address Water Quality Priorities and comply with the provisions of the MS4 Permit. The EWMP Implementation Strategy includes individual recipes for each of the eight jurisdictions and each watershed/assessment area – Ballona Creek, Centinela Creek, and Sepulveda Channel – a total of 180 subwatersheds (see Figure 6-1 for a map of these assessment areas).

Implementation of the EWMP Implementation Strategy will provide a BMP-based compliance pathway for each jurisdiction under the MS4 Permit.

The EWMP Implementation Strategy is expressed in terms of [1] the volumes of stormwater and non-stormwater to be managed by each jurisdiction to address Water Quality Priorities and [2] the control measures that will be implemented to achieve those volume reductions, as follows:

Compliance Targets: for MS4 compliance determination purposes, the primary metric for EWMP implementation is the volume of stormwater managed by implemented control measures. The stormwater volume to be managed is considered the BMP performance goal for the EWMP.

EWMP Implementation Strategy: the network of LID, green streets and regional BMPs that has reasonable assurance of achieving the Compliance Targets is referred to as the EWMP Implementation Strategy. The EWMP Implementation Strategy identifies the location and type of control measures for each jurisdiction for final compliance by 2021, which includes addressing all Water Quality Priorities including the limiting pollutants zinc and *E. coli*. Implementation of the LID, green streets and regional projects to address the Water Quality Priorities will result in a network of control measures that has the equivalent capacity of over eight Rose Bowl stadiums. As shown in Figure ES-7, for the set of BMP to be implemented across the entire BC EWMP area by 2021, regional projects on public land make up 18 percent of the total control measure capacity. LID and green streets each make up 13 percent and 17 percent, respectively. Regional BMPs on private land make up over half the capacity, due to limited public space for constructing control measures. Over time, if additional public opportunities are

identified, the portion of the Implementation Strategy that is the regional BMPs on private land could be reduced.

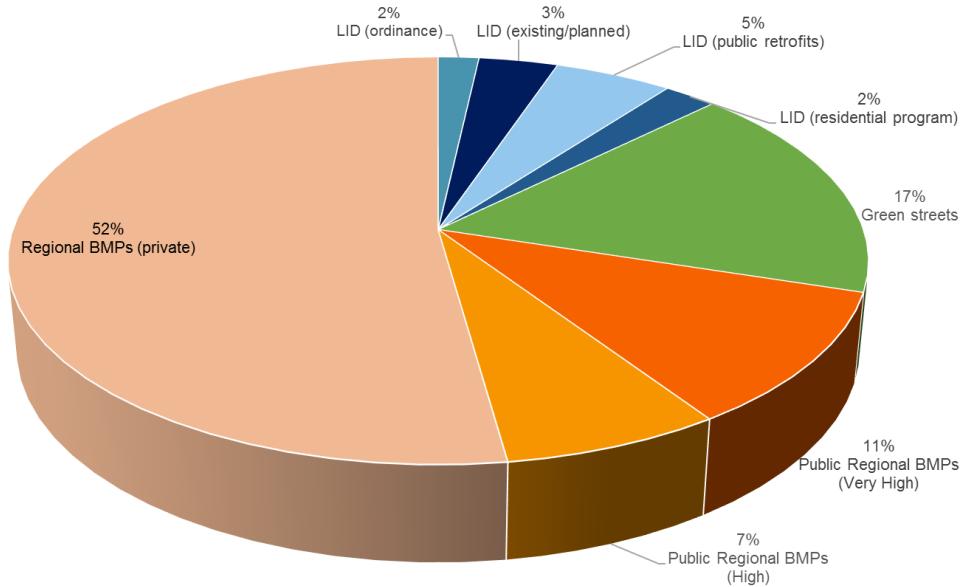


Figure ES-7 BMPs Planned for Ballona Creek Watershed¹

The EWMP Implementation Strategy is ultimately a recipe for compliance for each jurisdiction and subwatershed in the EWMP area. A total of 180 subwatersheds (Figure ES-8) are provided a specific set of LID, green streets and regional control measures. The BMP density is higher in some areas [dark blue] because either [1] relatively high load reductions are required or [2] BMPs in those areas were relatively cost-effective (e.g., due to high soil infiltration rates). The EWMP includes tabular versions of the map to the right in detailed appendices for each jurisdiction. The total capacity of LID, green streets and regional BMPs to be implemented by each jurisdiction by 2021 (the final compliance date for addressing metals and bacteria) is shown in Figure ES-9. The strategy varies by jurisdiction depending on the pollutant reduction requirements and BMP

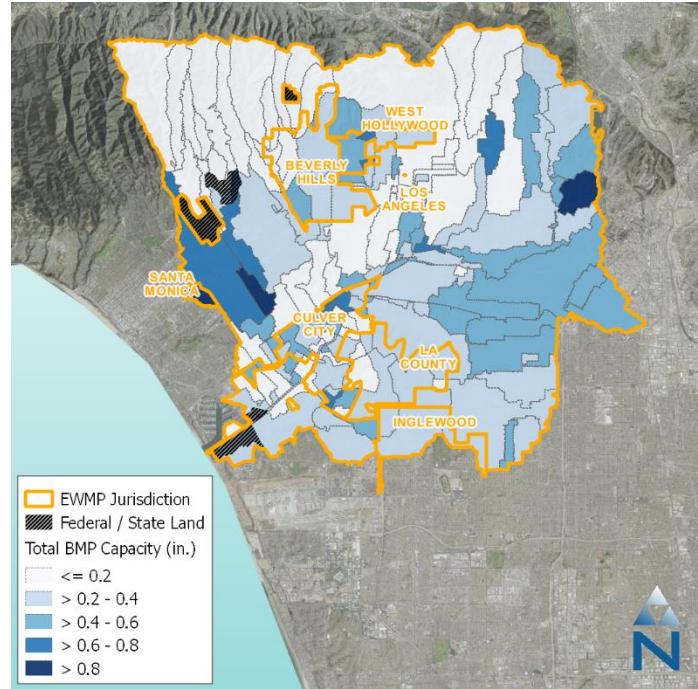


Figure ES-8 BMP Density in Ballona Creek Watershed by Subwatersheds

¹ Medium projects are not depicted separately but may be included during adaptive management and implemented as an alternative to Regional Private Projects with potential for cost savings.

preferences. The top panel groups the BMP types into LID, green streets and regional BMPs, while the bottom panel provides more resolution for the BMP sub-categories

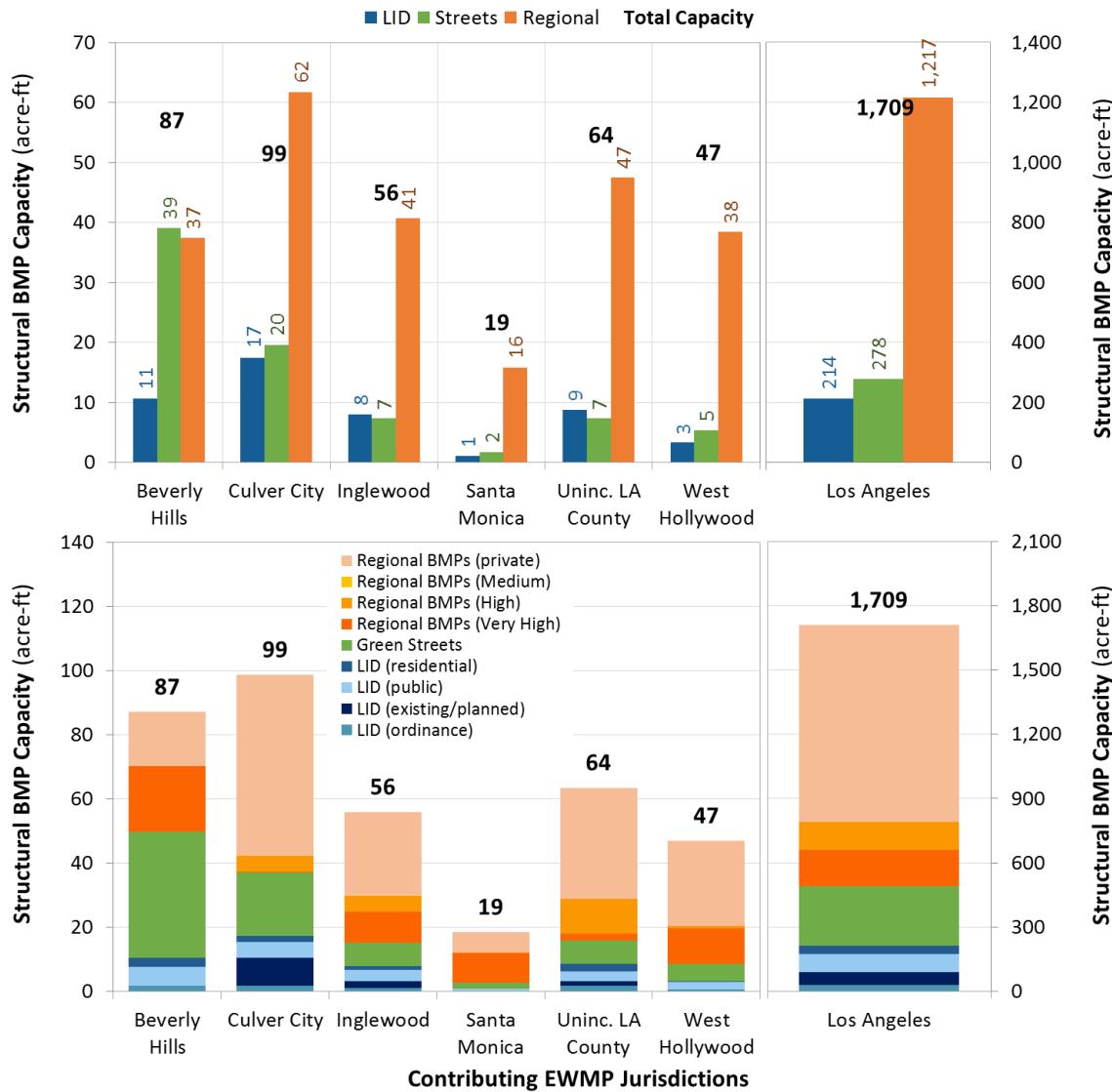


Figure ES-9 BMP Capacity in Ballona Creek Watershed by EWMP Jurisdictions²

The network of LID, green streets and regional BMPs in the EWMP Implementation Strategy is extensive and its implementation would represent a change in how stormwater will be managed in the Ballona Creek Watershed.

The pace of implementation for the EWMP Implementation Strategy is rapid due to the compliance dates specified in the metals and bacteria TMDLs. Because the pace of implementation is directly

² Medium projects are not depicted separately but may be included during adaptive management and implemented as an alternative to Regional Private Projects with potential for cost savings.

proportional to required internal and financial resources, the additional required resources to implement the EWMP will be significant, as presented in Figure ES-10.

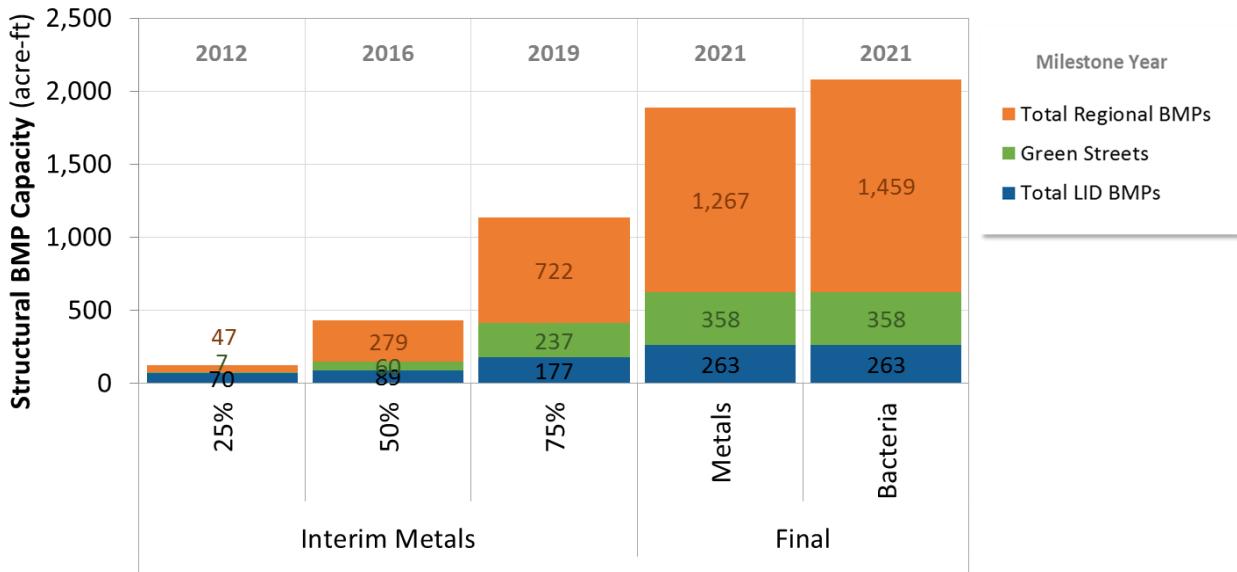


Figure ES-10 EWMP Implementation Strategy Schedule

ES.5 EWMP Implementation Costs and Financial Strategy

The total estimated capital cost is approximately \$2.7B, over the course of six years. The costs provided here are considered to be planning level only (order of magnitude), and can be refined as EWMP implementations progresses with the use of actual BMP implementation costs. Funds have not been identified in the EWMP Implementation Plan but will be pursued. Potential funding sources and alternatives that could be evaluated by each Group Member include grants, fees and charges, legislative and policy remedies.

The costs to implement the EWMP will require orders of magnitude increases in stormwater program funding. The capital costs to address Water Quality Priorities by 2021 are approximately \$2.7B, which is approximately \$9,422 per parcel, with total operations and maintenance costs exceeding \$77M per year (Table ES-1). Expenditures for the EWMP Implementation Strategy will need to be coordinated with other regional efforts to improve habitat, promote greenways and increase access to Ballona Creek. In order to garner community support for financing the costs, it will likely be necessary to quantify the multi-benefits of the LID, green streets, and regional projects including improved aesthetics, increase recreational opportunity, water supply augmentation and climate change resiliency. The financial strategy presented in this EWMP outlines a set of multiple approaches that allows each jurisdiction to consider and select the strategies that best fit their specific preferences.

Table ES-1 Estimated Capital, Operation and Maintenance Cost to Achieve TMDL Compliance

Agency	Present to 50% Metals TMDL Milestone (2016)		50% Metals TMDL Milestone (2016) to Final Compliance with Metals TMDL (2021)		50% Metals TMDL Milestone (2016) to Final Compliance with Bacteria TMDL (2021)		Total at Final (2021)	
	Capital	O&M/yr	Capital	O&M/yr	Capital	O&M/yr	Capital	O&M/yr
Beverly Hills	5.4	0.64	45	4.6	21	4.9	72	4.9
Culver City	21	1.1	96	3.5	21	3.8	140	3.8
Inglewood	7.8	0.40	59	2.0	0.070	2.0	67	2.0
Los Angeles	100	9.9	1,800	58	350	63	2,300	63
Santa Monica	2.7	0.31	15	0.64	0	0.64	17	0.64
Uninc. LA County	14	0.79	63	2.1	6.2	2.2	84	2.2
West Hollywood	2.9	0.34	50	1.6	11	1.7	64	1.7
Total	150	14	2,200	72	410	78	2,700	78

ATTACHMENT C

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

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 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 [check if applicable]

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

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

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

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

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

Section 12. Indemnification.

(a) In connection with the design professional services required by this Agreement, and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify CITY, and its elected officials, officers, employees, designated volunteers, and agents serving as independent contractors in the role of city officials, ("Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subconsultants, or agents in the performance of its professional design services under this Agreement. CONSULTANT shall defend Indemnitees in any actions filed in connection with any such claims with counsel of Indemnitees' choice, and

shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

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

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

Section 13. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BEVERLY HILLS
A Municipal Corporation

Name: dept head/cfo/cm
Title

CONSULTANT:

Name:
Title:

Name:
Title:

APPROVED AS TO CONTENT:

Dept. Head Name:
Title:

SHARON L'HEUREUX DRESSEL
Risk Manager

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.	LIMITS 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

TITLE:

AGENCY: _____

ADDRESS:

ATTACHMENT D

CITY OF BEVERLY HILLS STANDARD INSURANCE REQUIREMENTS

Contractor's Insurance. Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

(3) **Workers Compensation** Insurance as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 per accident.

(4) **Evidence of Coverage:**

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+(VII) or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided

to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(8) Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

Indemnification. Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the performance of this work.

CERTIFICATE OF INSURANCE

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

NAMED INSURED (CONTRACTOR) COMPANIES AFFORDING COVERAGE

A.
B.
C.
ADDRESS:

COMPANY (A. B., C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	AUTOMOBILE LIABILITY []					
	GENERAL LIABILITY []					
	PRODUCTS /COMPLETED OPERATIONS []					
	BLANKET CONTRACTUAL []					
	CONTRACTOR'S PROTECTIVE []					
	PERSONAL INJURY []					
	OTHER []					
	EXCESS LIABILITY []					
	WORKERS' COMPENSATION []					

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

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

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on 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(yes) 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: _____