



AGENDA REPORT

Meeting Date: February 21, 2012
Item Number: F-6
To: Honorable Mayor & City Council
From: Ara Maloan, Deputy City Engineer *AM*
Samer Elayyan, Civil Engineer *SE*
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PSOMAS FOR ENGINEERING SERVICES TO PREPARE PLANS, SPECIFICATIONS AND ESTIMATES FOR VARIOUS INFRASTRUCTURE IMPROVEMENT PROJECTS
Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council approve an Agreement between the City of Beverly Hills and PSOMAS for professional engineering services in the amount not to exceed \$750,000.

INTRODUCTION

This report requests City Council approval of an agreement with PSOMAS for professional engineering services related to the preparation of plans, specifications and estimates for various infrastructure improvement projects in the City's Capital Improvement Program (CIP). The Engineering Division of the Public Works & Transportation Department uses consultants for professional design services to allow staff to concentrate on overall project management and construction management functions. This agreement would enable staff to initiate projects with PSOMAS through December 31, 2015.

DISCUSSION

On May 24, 2011, engineering staff posted a Request for Qualifications (RFQ) on the City's website to solicit Statement of Qualifications (SOQ) from interested engineering firms to provide on-call professional engineering services related to the preparation of plans, specifications and estimates for various infrastructure improvement projects in the City's Capital Improvement Program (CIP).

Fifteen SOQ's were received on June 7, 2011, from:

- 1) APA Engineering, Inc.
- 2) Harris & Associates
- 3) Huitt-Zollars
- 4) John M. Cruikshank Consultants, Inc. (JMC²)
- 5) KEC Engineering, Inc.
- 6) KPFF Consulting Engineers
- 7) KOA Corporation
- 8) Onward Engineering
- 9) Pacific Coast Civil, Inc.
- 10) PSOMAS
- 11) Quantum Quality Consulting, Inc.
- 12) Rick Engineering Company
- 13) RKA Consulting Group
- 14) Shannon & Wilson, Inc.
- 15) Tmad, Taylor & Gaines (TTG)

These SOQ's were subsequently reviewed and evaluated by civil engineering staff based on the Qualifications-Based Selection (QBS) process established by the United States Congress as a part of the Brooks Act (Public Law 92-582) and further developed as a process for public agencies to use for the selection of architectural and engineering services for public construction projects Section 4526 of the California Government Code). It is a competitive contract procurement process; whereby, consulting firms submit qualifications to a procuring entity (owner) who evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget and consultant fee. Under a QBS procurement, the cost of the work (price) is not considered when making the initial selection of the best or most appropriate provider of the professional service required. To ensure this, staff requested that firms submit their schedule of rates in a separate sealed envelope.

The evaluation process resulted in staff's selection of Psomas to provide professional engineering services related to the preparation of plans, specifications and estimates for various infrastructure improvement projects in the City's Capital Improvement Program (CIP).

Accordingly, Staff recommends approval of an agreement with Psomas to provide professional engineering services related to the preparation of plans, specifications and estimates for various infrastructure improvement projects in the City's Capital Improvement Program (CIP). In the near future, staff will select additional qualified firms from the abovementioned list and enter with them in similar agreements to have multiple firms providing different areas of professional engineering services.

Under this agreement, PSOMAS could provide design and construction surveying; research and investigation services; and prepare plans, specifications and estimates for capital improvements to the City's streets and traffic signals and to the sanitary sewer, storm drain and water systems. The projects to be undertaken would be included by the City Council-approved CIP.

Staff and PSOMAS would negotiate an appropriate scope of services, fee and term for each project to be undertaken. Services by PSOMAS for each project would then be authorized by the issuance of a separate purchase order covered by this blanket

agreement and would not be subject to further City Council approval. Purchase orders will be executed by the City Manager.

FISCAL IMPACT

Funds for these services are part of the CIP budget and provided under the Water Enterprise Fund, the Stormwater Enterprise Fund, the Waste Water Enterprise Fund, the Infrastructure Fund, Street and Highways State Gas Tax and the Liability Claims Reserve Fund.



Scott Miller
Finance Approval



David Gustavson
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND PSOMAS FOR ENGINEERING SERVICES TO PREPARE
PLANS, SPECIFICATIONS AND ESTIMATES FOR VARIOUS
INFRASTRUCTURE IMPROVEMENT PROJECTS

This Agreement is entered into between the City of Beverly Hills, a municipal corporation, ("City") and PSOMAS ("Consultant") to prepare plans, specifications and estimates for various infrastructure improvement projects.

R E C I T A L S

A. The City desires engineering assistance for its public works staff in order to assist in the preparation of plans, specifications, estimates and project management for various street, sanitary sewer, water, storm drain and traffic signal projects.

B. The City desires to engage the Consultant to prepare feasibility and preliminary design studies for street, sanitary sewer, water mains, storm drain and traffic signal improvement plans, specifications and estimates; prepare structural pavement evaluations; prepare traffic control plans; prepare design and property surveys; perform utility coordination; prepare and file all necessary documents with the State of California Department of Transportation in accordance with federal funding guidelines and to other agencies for their approvals; perform construction staking; and provide other engineering services as requested by City ("Project").

C. City desires to hire a qualified consultant to provide such professional services.

D. Consultant represents that it has the professional qualifications to provide such professional services and City desires to retain Consultant to perform such services.

NOW, THEREFORE, City and Consultant hereto agree as follows:

Section 1. SCOPE OF SERVICES. Consultant shall perform the services 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 and as specified by Project purchase orders issued by the City and executed by the City Manager. The City Council authorizes the City Manager to issue Project purchase orders throughout the term of this Agreement to Consultant which shall set forth the services to be performed by Consultant, the time within which Consultant shall complete performance of those services and the amount of compensation to be paid Consultant for those services. Consultant shall obtain the prior written approval of the City Engineer to hire a subconsultant in the event Consultant determines that a subconsultant must be retained to perform any of the services required by this Agreement.

Section 2. 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 services.

Section 3. TIME OF COMMENCEMENT AND PERFORMANCE.

Consultant shall commence its services under this Agreement as specified on Project purchase orders issued by the City and executed by the City Manager. Consultant shall complete the performance of each task required by this Agreement as determined by the City Engineer. All completion dates shall be set forth on Project purchase orders.

Section 4. TERM. This Agreement shall remain in effect from

February 22, 2012 through December 31, 2015.

Section 5. CONSULTANT'S FEE. City agrees to pay Consultant for and

in consideration of the faithful performance of the consulting services and duties set forth in this Agreement, and Consultant agrees to accept from City, as and for compensation for the faithful performance of said services and duties, a sum not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000) based on the hourly rates set forth in the Fee Schedule, attached hereto and incorporated herein by this reference as Exhibit B. This amount shall include reimbursement for actual and necessary expenditures reasonably incurred in the performance of this Agreement as described in Exhibit B. This amount shall also include a subconsultant management fee, which shall be no more than fifteen percent (15%) of the actual cost charged to the Consultant by the subconsultant for services required by this Agreement.

Section 6. PAYMENT. Consultant shall submit an itemized monthly

statement and a monthly written status report to the City for its services performed for the prior month, which shall include documentation setting forth in detail a description of services rendered and the hours of service for each task, and the expenses incurred. City shall pay Consultant the amount of such billing within thirty (30) days of receipt of same.

Section 7. CHANGES IN SCOPE OF WORK. City shall have the right to

order, in writing, changes in the scope of services to be performed under this Agreement. Such changes, which are agreed upon by the City and the Consultant, shall be in the form of a written amendment to this Agreement.

Section 8. SERVICES AND MATERIALS TO BE FURNISHED BY CITY.

City shall furnish Consultant with all reasonably available information, including, without limitation, the following:

- (a) An appropriate working space for Consultant to research existing City plans.
- (b) Available traffic information streets including available traffic index.
- (c) Boilerplate portion of specifications that Consultant shall update, as necessary, for inclusion in project specifications.
- (d) Environmental documentation preparation and processing.
- (e) Reproduction of final project plans and specifications for advertising.

(f) Assistance to secure right-of-entry and permits from private property owners and utilities.

Section 9. DOCUMENTS AND DRAWINGS. All data, information, documents and drawings prepared for the City and required to be furnished to the City in connection with this Agreement shall become the property of the City, and the City may use all or any portion of the work submitted by Consultant and compensated by the City for this Project as the City deems appropriate. If the City uses such materials which are intended for a particular purpose for another unrelated purpose, the City shall do so at its own risk and Consultant shall not be held responsible for any claims, damages and liabilities which may arise from the use of such materials in this manner.

Section 10. INFORMATION AND REPORTS. Consultant shall, at such time and in such form as the City may require, furnish such periodic reports and other information concerning the status of the Project as may be requested by the City at no cost to the City. Consultant shall furnish the City, upon request, copies of all documents and other materials prepared or developed in relation with, or as part of, the Project. Such documents shall be the property of the City and Consultant shall retain no ownership or other interest in those documents. Working papers prepared in conjunction with the Project shall be turned over to the City for safekeeping.

Section 11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement. 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 transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

Section 12. ACCOMPLISHMENT OF PROJECT. Consultant shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and standards. In the event that there are any significant changes in the applicable laws and standards after the commencement of this Agreement which were not contemplated by the parties hereto which substantially change the scope of work required by Consultant hereunder, the parties shall negotiate an appropriate amendment to the scope of work and compensation based upon the reasonable amount of time required to complete such additional work in accordance with such new laws or standards, subject to the City's right to terminate this Agreement pursuant to Section 20.

Section 13. CITY NOT OBLIGATED TO THIRD PARTIES. City shall not be obligated or liable under this Agreement to any party other than the Consultant.

Section 14. INDEMNIFICATION.

(a) In connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities,

losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by paragraph (a) of this Section, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant duty to defend pursuant to this Section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

Section 15. INSURANCE.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant, its officers, employees, agents, and independent contractors.

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of 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 Contractor in performing the services required by this Agreement.

(c) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance, with minimum limits of Five Million (\$5,000,000) Dollars.

(d) Consultant agrees to maintain in force at all times during the performance of work under this Agreement worker's compensation insurance as required by law.

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

(f) 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.

(g) 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, 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 policies of insurance required by this Agreement 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, or ten (10) days prior written notice if cancellation is due to nonpayment of premium, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(h) 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.

(i) Any deductibles or self-insured retentions must be declared to and shall be subject to the approval of the 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.

(j) Consultant shall require its subconsultants that perform work under this Agreement to comply with the insurance requirements contained in this Agreement.

Section 16. 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 the 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 17. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. In the performance of this Agreement, Consultant shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. § 200e-217), whichever is more restrictive.

Section 18. CONFLICTS OF INTEREST. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

Section 19. SUCCESSORS AND ASSIGNS. This Agreement covers professional services of a specific and unique nature. Consultant shall not assign or attempt to assign any portion of this Agreement without the written approval of City.

Section 20. CANCELLATION OF AGREEMENT.

(a) City may cancel this Agreement at any time upon five (5) days written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; based on the hourly rates set forth in Exhibit B provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

Section 21. CITY REPRESENTATIVE. The City Manager or his designee shall represent the City in the implementation of this Agreement.

Section 22. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

Section 23. WHEN RIGHTS AND REMEDIES NOT WAIVED. In no event shall the making by the City of any payment to the Consultant constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

Section 24. PERSONNEL. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement shall be performed by the Consultant or under its supervision, and all personnel engaged in the Project shall be qualified to perform such services.

Section 25. NOTICES. All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to CONSULTANT: Sean Vargas
Vice President
PSOMAS
555 S. Flower Street, Suite 4400
Los Angeles, California 90071

If to CITY:

City of Beverly Hills
455 North Rexford Drive, Rm. G10
Beverly Hills, California 90210
Attn: City Engineer

Section 26. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 27. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 28. 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.

EFFECTIVE DATE OF THIS AGREEMENT. This Agreement, made in duplicate, is entered into as of _____, 201__.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

CONSULTANT: PSOMAS

SEAN P. VARGAS
Vice President/Principal



LOREN L. SOKOLOW
Vice President/Chief Financial Officer

[Signatures continue]

15 4

APPROVED AS TO FORM:

 (FDRH)
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES FOR INFRASTRUCTURE IMPROVEMENT PROJECTS

Task No. 1 - Research, Investigation and Review.

Consultant shall meet with City staff to identify background information and insure incorporation of staff suggestions, recommendations, directions and other requirements into the City's Infrastructure Improvement Projects.

Consultant shall research, collect and review record drawings of the infrastructure improvement projects, and related traffic signing/stripping and signal plans.

Consultant shall conduct field reviews and investigations to verify existing improvements and their locations and lengths of proposed improvements.

Task No. 2 - Utility Research and Notification.

Consultant shall research available records and identify existing utilities within the infrastructure improvement project limits. The information obtained shall be summarized on the base sheets for future reference. Concurrent with commencement of infrastructure improvement project design, Utility Information Requests shall be sent to affected utility companies requesting verification of the location, size and depth of facilities within the infrastructure improvement project limits. Copies of correspondence with the utility companies shall be provided by Consultant to the City.

Task No. 3 - Pavement Investigation.

If required by the City, the Consultant shall conduct pavement testing of the length of proposed roadway improvements to identify required removal, reconstruction and pavement overlay areas. The City shall approve any subconsultants the Consultant proposes to use to conduct pavement testing. A work plan to evaluate the extent of pavement rehabilitation shall be submitted to the City prior to commencement of work.

A Registered Civil Engineer shall supervise all operations, review all completed data and prepare a signed final report incorporating results of pavement testing and observed pavement conditions. Recommendations for pavement rehabilitation based upon deflection and materials analysis shall be provided.

Task No. 4 - Field Topographic Survey/Controls

Consultant shall provide professional surveying and office data processing services to obtain design topography for proposed infrastructure improvement projects. Topography shall be obtained as required for the various infrastructure improvement projects and cross sectional survey data shall be collected as necessary. This data may include curb, gutter, paving grade breaks, utility appurtenances and other features which may be impacted by curb and gutter and

pavement removal/reconstruction; trench excavations; conduit jacking windows; and appurtenant construction work.

Field data shall be electronically collected and processed. A finished survey plot shall be produced at an appropriate scale and serve as design topography. A formatted disk containing this topography shall be supplied to the City in a format compatible to the City's computer aided drafting ("CAD") system.

Task No. 5 - Project Improvement Plans.

Consultant shall prepare project improvement plans in order to illustrate the proposed improvements and recommendations completed under Task Nos. 1,2,3 and 4 above. It is estimated that the plans shall include the following:

- a. A title sheet for the improvement project prepared in accordance with the City's standards.
- b. Detail sheets showing details and typical sections necessary to construct the improvement project.
- c. Plan and profile sheets at a scale of 1" = 40' showing improvements necessary to construct the improvement project.

A formatted disk containing the plans for the infrastructure improvement projects shall be supplied to the City in a format compatible to the City's CAD system.

Task No. 6 - Traffic Control Plans.

Consultant shall prepare traffic control plans, if necessary, for stage construction showing existing traffic signing/stripping, construction area, and construction traffic control devices. The traffic control plans shall show all temporary striping and street closures in order to construct the infrastructure improvement projects in accordance with City requirements.

Task No. 7 - Engineer's Quantity/Cost Estimate.

Consultant shall prepare one Engineer's Cost/Quantity Estimate for project purchase orders and said estimate shall be submitted as part of the final plan check.

Task No. 8 - Construction Specifications and Bid Documents.

Consultant shall prepare the technical sections of the construction specifications for the infrastructure improvement projects. The specifications shall conform with the most recent applicable standards and specifications from "Standard Specifications for Public Works Construction", 1991 Edition, "Standard Plans for Public Works Construction", 1989 Edition, "City of Beverly Hills Standard Contractual Requirements", City of Beverly Hills "Detail Drawings" and "Caltrans Standard Plans and Specifications", July 1992 editions.

This task shall also include preparation of a list of bid items to be included in the Proposal Section to accompany the technical specifications prepared for the infrastructure improvement projects. The Consultant shall compile these specifications and proposal documents using the City's standard documents for the various infrastructure improvement projects. The Consultant shall prepare the final specifications in the most current version of Word for Windows 2.XX and deliver the diskette containing the document to the City.

Task No. 9 - Other Agency Review.

Consultant shall submit plans and specifications to other agencies, as required by City, for their approvals on specific infrastructure improvement projects. These agencies may include, but are not limited to, City of Los Angeles, City of West Hollywood, County of Los Angeles Department of Public Works, Los Angeles County Metropolitan Transit Authority and State of California Department of Transportation.

Task 10 - Meetings and Consultation.

Consultant shall consult with and attend meetings with the City Council and City staff and provide assistance to the City as required by the City, or Caltrans or any other agency.

Task 11 - Construction Staking.

If the City issues a Notice to Proceed to a contractor for the construction of improvements, the Consultant shall provide construction staking for the various infrastructure improvement projects within the City of Beverly Hills as directed by the City. Construction staking for street improvements shall include staking curb and gutter on 25 foot stations with grades marked cut or fill to curb space. Construction staking shall also include up to six paving points per intersection marked cut or fill to finished surface for intersection paving.

The Consultant shall supply a copy of the cut sheets to the contractor.

Consultant marking for water main, sanitary sewer and storm drain improvements shall include pavement marks identifying alignment and tie-ins of proposed conduits.

Survey marks for paving in areas other than intersections are not included in the scope of services. If requested by the City, Consultant shall perform monumentation and centerline tie locations.

Task 12-Contract Administration and Inspection.

Consultant shall, if requested by City, provide construction administration and/or inspection services, including, without limitation, on-site inspection, review of shop drawings, review of field change order requests, review of payment requests from the contractor, preparation of final plan revisions, preparation of "record" drawings, and other tasks as may be required by the City.

Task 13-Landscaping Plan Preparation Services.

Consultant shall, if requested by City, provide landscaping plans and specifications as required by City. Landscaping plans shall include, but not be limited, to grading, plant selection, plumbing, electrical and fencing material selection and layout.

Task 14-General Survey Services.

Consultant shall perform general surveying services as requested by City. Services shall include, but not be limited to, A.L.T.A. map preparation and legal description preparation.

EXHIBIT "B"

FEE SCHEDULE

Effective through December 31, 2015

Hourly Rates

Office Services

\$ 65 - \$ 90	- Project Assistants
\$100 - \$135	- Drafters and Design Drafters
\$105 - \$155	- Surveyors and Project Surveyors
\$105 - \$160	- Civil Engineering Designers and Engineers
\$115 - \$155	- Planners, Assistant Planners and Senior Planners
\$150 - \$180	- Project Engineers and Senior Project Engineers
\$150 - \$230	- Project Management, Directors
\$200 - \$250	- Principals

Field Services *

\$340	- Three-Person Survey Party
\$242	- Two-Person Survey Party
\$175	- One-Person Survey Party
\$152	- Field Engineer

Hourly rates for field survey parties include normal usage of electronic distance measuring equipment and survey vehicle expenses.

Per Diem is calculated at current State Department of Transportation rates (or other appropriate Agency rate).

Reimbursable Expenses

Mileage at current IRS allowable rate and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost plus fifteen percent.

The above schedule is for straight time. Overtime will be charged at 150 percent of the standard hourly rates. Sundays and holidays will be charged at 200 percent of the standard hourly rates.

* Fees will be increased yearly on October 1, as granted under the current IUOE Local #12 Master Labor Agreement.

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96