



AGENDA REPORT

Meeting Date: October 14, 2008
Item Number: F-5
To: Honorable Mayor & City Council
From: Ara Maloyan, Deputy City Engineer
Shana Epstein, Environmental Utilities Manager
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RBF CONSULTING TO PROVIDE CONSULTING SERVICES FOR A SANITARY SEWER MASTER PLAN; AND
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$683,166 FOR THE PROJECT
Attachments: Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and RBF Consulting in the amount of \$683,166 for the development of the City's Sanitary Sewer Master Plan (SSMP) and the issuance of a purchase order in the amount of \$683,166.

INTRODUCTION

This report is a request for City Council approval of an agreement between the City of Beverly Hills and RBF Consulting for consulting engineering services related to the development of the City's SSMP.

DISCUSSION

RBF Consulting will perform the following tasks to develop the City's Sanitary Sewer Master Plan:

- Project Initiation
- Update Sewer GIS
- Pipeline and Manhole Condition Assessment
- Flow Monitoring
- Evaluate Existing City Standards and Programs
- Hydraulic Modeling

- Complete the Master Plan Report
- Develop a Capital Improvement Program
- Develop a Financial Plan
- Attend Project Meetings
- Provide Project Status Reports

The SSMP Report is due to the State Water Resources Control Board no later than August 2, 2009. This is pursuant to the Statewide General Waste Discharge Requirements for Sanitary Sewers, Water Quality Order No. 2006-0003 (adopted May 2, 2006), which requires public agencies that own or operate active sanitary sewer systems greater than one mile in length to develop and implement sewer system management plans and report all sanitary sewer overflows (SSO's) to the State Water Board's online SSO database.

In addition to being a state requirement, the City of Beverly Hills is in need of an updated SSMP. The last SSMP was completed by Willdan and Associates in 1997. Since then, there have been seven capital improvement projects, which included spot repairs, rehabilitation/reconstruction, lining, and new sewer installation. There have also been many large private developments that have increased demand onto the sewer system. An updated SSMP is in order to assess and analyze the City's sewer system, identify deficiencies, and to plan future capital improvement projects.

In May 2008, the City mailed out eight invitations for request for proposal (RFP) to provide professional engineering services for Sanitary Sewer Master Plan Development. Four responsive proposals were received in a timely manner from qualified engineering consulting firms to develop an SSMP. KEC Engineers, Psomas, RBF Consulting, and Webb Associates were subsequently interviewed on August 4, 2008.

Staff concurs in their selection of RBF Consulting to prepare the SSMP. Staff recommends that the City enter into an agreement with RBF Consulting for engineering consulting services in the amount of \$683,166 to develop and implement an SSMP for the City of Beverly Hills.

FISCAL IMPACT

Funds for this project are provided as follows:

ACCOUNT NUMBER	FUNDING SOURCE	AMOUNT
35840066-85040	Wastewater Enterprise Fund	\$ 683,166.00
	TOTAL	\$ 683,166.00



Scott Miller
Finance Approval



David Gustavson
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RBF CONSULTING TO PROVIDE CONSULTING
SERVICES FOR A SANITARY SEWER MASTER PLAN

NAME OF CONSULTANT: RBF Consulting

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Michael Rudinica

CONSULTANT'S ADDRESS: 14725 Alton Parkway
Irvine, CA 92618-2027

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David D. Gustavson
Director of Public Works & Transportation

COMMENCEMENT DATE: October 15, 2008

TERMINATION DATE: Upon completion of all services required
under the Agreement as determined by
CITY

CONSIDERATION: Not to exceed \$683,166, based on the rates
and cost estimates set forth in Exhibits A
and B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RBF CONSULTING TO PROVIDE CONSULTING
SERVICES FOR A SANITARY SEWER MASTER PLAN

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and RBF Consulting (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's 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.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit A and Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. 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 5. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. 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 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. 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, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(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 CONSULTANT 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 (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.

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

(e) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) 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.

(g) 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.

(h) 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 policies of insurance required by this Agreement shall contain an endorsement naming 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.

(i) 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.

(j) 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 10. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 11. Termination.

(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; 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 12. 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 13. 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 14. Changes in the Scope of Work. 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 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 16. 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 17. 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 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. 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 _____ 200__, at Beverly Hills,
California.

CITY OF BEVERLY HILLS
A Municipal Corporation

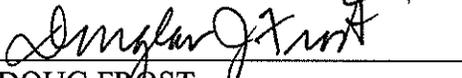
BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT:


ROBERT KALLENBAUGH
President

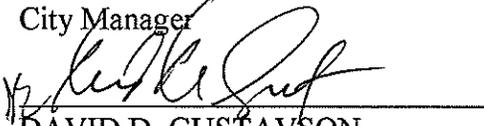


DOUG FROST
Chief Financial Officer

APPROVED AS TO FORM


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager


DAVID D. GUSTAVSON
Director of Public Works & Transportation


KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall perform the following services in connection with CITY's Sanitary Sewer Collection System Master Plan:

TASK 1 - PROJECT INITIATION

1.1. Kickoff Meeting

A Project Kickoff Meeting will be held at CITY's office to review the project goals, schedule and work plan. CONSULTANT's Project Manager and Task Managers shall attend the meeting to present their work plan to the appropriate CITY staff. CONSULTANT shall provide meeting notes to CITY within one week after the meeting.

1.2. Research and Investigation

CONSULTANT's Project Team members shall review previous studies, reports, CCTV inspections and planned city projects. Data provided by CITY will ensure the previous work on the area sewer studies are included in the Master Plan, if needed. CONSULTANT will keep a log of all data used in the investigation.

1.3. Project Management

The Project Manager shall be responsible for managing the schedule, project billings, quality assurance program and communication with City. The Project Manager shall prepare monthly project cost statement and schedule updates. CONSULTANT shall manage contracts and tasks with subconsultants.

1.4. Project Work Plan

CONSULTANT shall develop a project work plan at the commencement of services for review at the kickoff meeting. The work plan shall identify the work product and resources for each task. The work plan will be developed into a project schedule and updated as part of task 1.3.

TASK 2 - UPDATE SEWER GIS

2.1. Project Workshop

As part of this task, CONSULTANT shall provide an initial workshop with CITY staff to review available sewer data including sewer drawings and GIS data as well as the WDR Audit Report and WDR Phase II report. The following are primary goals for this workshop:

- Gain an understanding of CITY's sewer as-builts and their organization.
- Review of CITY's existing GIS data structure including data dictionary and metadata standards
- Identification and collection of all sewer as-builts including any new sewer construction

- Review of latest zoning maps, general plan, redevelopment plans, landuse maps, and their updates

In addition, CONSULTANT's project team shall gather information from sources such as Los Angeles County Department of Public Works, (LACDPW), and the Los Angeles County Sanitation Districts. Following the workshop, CONSULTANT shall compile a complete inventory of operational, system and functional information requirements, including data descriptions and information flow processes. This assessment of existing drawings, data, infrastructure and their organization shall then be analyzed.

2.2. System Inventory and Data Conversion

A. GIS Database Design

Database design and development is one of the most significant phases of any GIS based project. Users appreciate the idea of having readily available data, but may resist the requirement to supply data for the database. In other words, a proper balance must be achieved between having too much data and not having enough data. CITY has an existing sewer GIS database. CONSULTANT's efforts shall be focused on reviewing the data dictionary and metadata standards and recommending updates to the database to ensure CITY's compliance with all the elements of WDR as well as Sewer Evaluation and Capacity Assurance Plan. CONSULTANT shall work closely with CITY's engineering and Information Technology staff to finalize the database design. The database design task will ensure that the data conversion process captures the information needed by CITY, as well as required by the State Water Resources Control Board, in an efficient manner.

B. Quality Assurance/Quality Control (QA/QC)

A key component of any successful data conversion project is having detailed and comprehensive quality checks and routines in place to guarantee the desired accuracy. CONSULTANT shall develop a guide to address the following QA/QC elements in detail:

- Data quality specifications
- Selection/Design of data conversion procedures
- Checking processes
- Determination of performance metrics
- Developing audit routines

C. Annotation Guidelines

Developing a guide that will produce a consistent look and feel for map production is very important. CONSULTANT shall work with CITY staff to

develop such a guide that will ensure clutter free and consistent maps. Maps that are produced using Annotation Guidelines are also easier to maintain by eliminating individual preferences in favor of organization-wide standards.

Based on the results of Task 2.1 and data collected through the field survey portion of the project, CONSULTANT shall proceed to perform the inventory and GIS data conversion updates for CITY's sanitary sewer system. Since the magnitude of this task is unknown at this point, CONSULTANT is assuming the same 15% sample that CITY has specified for the field survey portion. This translates to approximately 330 manholes and line segments for which the GIS data needs to be added or updated. Additionally, based on CONSULTANT's preliminary review and connectivity check of the GIS data, there are some flow direction and invert elevation inconsistencies that will need to be updated through field investigation and or interpolation.

CONSULTANT shall perform all the necessary activities related to a complete data conversion project including:

- Data conversion workshop with CITY staff to start the full data conversion implementation
- Data conversion activities including digitization and edgematching, data entry, and QA/QC activities for all storm water data

D. Sanitary Sewer Database Development

Based on the database design completed previously, CONSULTANT shall proceed with populating the database with sanitary sewer attribute features. The database shall include attributes such as the location, size, slope, age, and invert elevation. Some of this information will be input from the sanitary sewer as-builts. The remaining attributes will be added following the completion of the hydraulic modeling task. All work for the GIS portion of the project will be done in ArcGIS 9.2 geodatabase format.

E. Linking of Scanned Sanitary sewer Maps with the Sanitary Sewer GIS Map
Additionally, CONSULTANT shall connect each digitized line with its scanned sanitary sewer sheet. All sanitary sewer lines shall be "Hot-Linked" with their scanned image in this manner, increasing their usefulness and accessibility by all CITY staff.

2.3. Coordinate CMMS Interface

CONSULTANT's subconsultant, Advanced Infrastructure Management, Inc. has extensive experience working with many different CMMS packages including developing comparison/functionality matrix for these packages, for several municipal clients. As a result, they are very familiar with the inner workings of Hansen and will be able to assist CITY staff in updating their existing Hansen asset management database. As an example, Hansen has several GIS interfaces that allow data exchange between GIS

database and the CMMS database. One such interface is Hansen's GeoAssistant which dynamically interfaces Hansen and ArcGIS to view query, link Hansen data to spatial features in ArcGIS. CONSULTANT shall work with CITY's engineering staff to develop a cross reference table between Hansen's asset IDs and City's existing unique GIS IDs, for the sanitary sewer system, to update Hansen with the latest sewer system information.

TASK 3 - PIPELINE AND MANHOLE CONDITION ASSESSMENT

3.1. Pipeline Video Inspection

CONSULTANT shall work with CITY to select the 15 miles of sewer to be televised to provide a reasonable system profile. CONSULTANT recommends that the 15 miles be utilized as a sample that can be extrapolated to determine the needs of the system as a whole. CONSULTANT shall also work to develop the data storage protocols, including recommendations for storage devices if needed. This project will generate approximately 25 gigabytes of video and data that will need to be stored and accessed. CONSULTANT has recently completed several projects that provide access to CCTV data through GIS and we have worked with Hansen to load CCTV data into their Asset Management Software.

The operators that will be working on this Agreement have all undergone rigorous training and have field proven abilities. The crews possess state-of-the-art, CAL-OSHA approved push cameras, large and small tractors sufficient to televise pipelines from 4" to 108", exceeding the scope of work. All of the equipment is rigorously maintained and regularly calibrated to ensure accurate data. Video recording will be accomplished digitally to provide a clear image. The operator will view the video feed from the camera on a high-definition monitor, giving them a clear view of the interior of the pipe.

If CONSULTANT's crews are unable to locate manholes that are required for CCTV access CONSULTANT shall request the record drawings from CITY and send a second crew with a probe and metal detector to attempt to locate the manhole. CONSULTANT's land surveyors can also be utilized determine manhole locations using GPS.

Lines that cannot be completely inspected without cleaning will be recommended for cleaning to CITY. Upon authorization, the CONSULTANT shall clean any of the manholes and sewer mains indicated. CONSULTANT crews have all of the specialized cleaning equipment required to clean pipes up to 48-inches in diameter. All of CONSULTANT's televising subcontractors have large combination trucks available for this Agreement. All of these trucks carry a variety of nozzles and root saws in order to effectively clean the pipes. The operators of these trucks are all highly trained and experienced.

Registered civil engineers with a thorough understanding of collections systems will provide a useful condition assessment. When determining the priority of repairs or replacement, it is important to consider not only the structural condition of the pipe, but

also the maintenance condition, and where it is located. Critical facilities that are closer to the bottom of a watershed should be given a higher priority than pipelines nearer to the top. Consideration will also be given to what will be damaged if the sewer fails. All scheduling will be coordinated with CITY's overlay program to avoid ripping up streets that have recently been paved. CONSULTANT also relies heavily on trenchless technologies to provide repairs that are less expensive and less invasive.

3.2. Manhole Survey

A survey of the manholes shall be performed to obtain the rim and invert elevations of 330 manholes. It is assumed the same manholes being inspected will be surveyed as part of this task. CITY shall assist with access to the manholes and traffic control. The manholes shall be surveyed using GPS. The elevations shall be compared to the record drawings and GIS. The GIS and model shall be corrected for the difference. As an option, CONSULTANT may survey only the rim elevation of all manholes in CITY (see optional task A).

3.3. Manhole Inspection

Manhole inspections shall be performed as part of the CCTV inspections. For each of the manholes associated with a televised main, digital photographs shall be taken showing access conditions, down the manhole with North at the top of the image for reference, and of the manhole wall. The depth shall be measured from the rim to the invert, and an inspection sheet shall be filled out noting defects with the structure. The pipeline inspections shall begin and end with a brief video looking up the manhole from the trough. All of the inspection data shall be stored in a database that can then be linked into CITY's GIS database. Additional manholes shall be inspected for a total of 330. The condition of the various types of manholes shall be recorded and used to assess the condition of manholes throughout CITY.

TASK 4 - FLOW MONITORING

4.1. Mobilization

A kickoff meeting with CITY engineering and operations staff shall be held to review the locations and schedule for flow monitoring. The goal of the flow monitoring is to capture both dry and wet-weather runoff. The flow monitoring team shall visit each site with operations staff. A confined-entry plan shall be reviewed for the flow monitoring program. The condition of the manholes and a site assessment shall be prepared in a site reconnaissance report to be presented to CITY prior to installing the equipment.

4.2. Flow Monitoring

Ultrasonic level flow monitoring equipment shall be installed in the manholes and record the depth of flow every 15 minutes. Five (5) flow monitors shall be installed for a period of 28 days. If no significant wet-weather is encountered during this period, then CITY may authorize an extension of the flow monitoring. Capturing a wet-weather event is important in determining the amount of inflow and infiltration. Field crews shall return to each site on a regular basis to retrieve the flow data and ensure the monitors are functioning properly.

4.3. Data Editing and Reporting

Upon completion of the flow monitoring, a trained data analyst shall edit and finalize the data. The analyst shall calculate the flow using the continuity equation from recorded depth and average velocity data. The analyst shall also use a scatter plot of depth vs. flow to validate the flow data. A final report of the flow monitoring shall be provided to CITY for review.

TASK 5 - EVALUATE EXISTING CITY STANDARDS AND PROGRAMS

5.1. Design Criteria

CONSULTANT shall review CITY's existing design standards used for planning new and replacement sewer facilities. Recommendations shall be made for establishing new design standards to be used for the master plan and future projects. Design standards shall be established for pipe sizing, manhole spacing, odors, velocities, depth of flow vs. depth of pipe and other aspects needed to evaluate the sewer collection system.

5.2. Establish Design and Construction Standards

This task includes collaborating with CITY's Engineering Department and other appropriate CITY offices (if applicable) to coordinate sanitary sewer system construction standards. Elements that shall be addressed include:

- Review and provide suggested improvements to construction standards and specifications
- Review CITY's standard drawings. Make recommendations on modifications to CITY's standard drawings for sewer.
- Establish procedures and standards for inspecting and testing new facilities
- Recommend procedures to ensure adequate downstream capacity for future approval of new upstream dischargers (if applicable).

5.3. Evaluate F.O.G. Program

CONSULTANT proposes to review existing FOG programs to ensure WDR compliance. Potential areas of investigation and further program development include:

- FOG analysis through spill reports to determine if additional program development and formal study is needed
- Public education program that promotes proper disposal of FOG
- Legal authority to prohibit discharges to the system
- Maintenance cleaning schedule for pipe segments subject to FOG blockages (if SSO reports indicate potential issues)
- FOG disposal plan including a list of disposal facilities
- BMP, grease removal devices, record keeping and reporting requirements
- Authority to inspect grease producing facilities and enforce the FOG ordinance
- Establish source control measures for FOG discharged to the sewer system

TASK 6 - HYDRAULIC MODEL

6.1. Develop Hydraulic Model

A calibrated hydraulic model shall be developed for CITY's wastewater collection and conveyance system utilizing accepted modeling software. AIM has experience utilizing several popular modeling software. Depending on CITY's preference, CONSULTANT can utilize a desired package or make a recommendation on the use of a particular package. For the purposes of this proposal and as specified in the RFP, CONSULTANT shall utilize XP SWMM or Hydra. The hydraulic model can assess the capacity of the wastewater collection system by simulating and identifying hydraulic restrictions within the system — surcharging pipes and overflowing manholes — under specified flow conditions. The model network shall include the critical 8-inch pipes, all 10-inch and larger pipes, and any pump stations throughout CITY's wastewater collection system. In addition to the existing physical pipe network, the model network can also include planned capital projects currently under construction or expected to be under way as part of future redevelopment.

A. System Configuration

As-built wastewater maps and any available field measurements should provide the information necessary to configure the model such that it accurately represents CITY's wastewater collection system throughout the study area. The field verification of CITY's wastewater maps shall be extremely important to provide information about invert elevations, line lengths, pipe slope, pipe diameter and pipe material. Our experience on other Sanitary Sewer System modeling projects has revealed to CONSULTANT the importance of conducting field investigation.

B. Water Consumption Data and Flow Estimation

To achieve this goal, projection of water and sewer demands resulting from forecasted developments shall be determined. The General Plan specifying planned land use zoning and conceptual building densities and uses shall be analyzed to determine ultimate sewer flows and water demands. The average daily and peak flows shall be determined for each type of user based upon historical data for familiar uses in the area. This shall include studying water meter data and developing the related hydrographs. Additionally CONSULTANT shall examine future trends in CITY's land use to help forecast the water consumption in CITY for the years 2008, 2015, and 2025. CONSULTANT shall also use any water consumption data, where available, provided by CITY to verify the quantity and input locations of theoretical baseflow for the hydraulic models as determined during dry weather monitoring.

C. Dry Weather Model Calibration

Dry weather monitoring data shall be used to develop baseflow quantities and diurnal curves representing the average daily flow for each sub-basin or monitoring point. Once the computer model is configured to represent CITY's actual wastewater collection system and the quantity of theoretical baseflow is determined, it shall be possible to assign the diurnal curve shapes to the theoretical baseflow quantities at each flow input location. The computer model routes the wastewater flow downstream combining

hydrographs at sub-basin intersection points. At the intersection points that have monitoring data, it will be possible to make any adjustments necessary to further calibrate the model. The main purpose for developing a calibrated dry weather model is to establish a calibrated baseflow hydrograph that can be used as a component of the wet weather and design storm models.

D. Wet Weather Model Calibration

Wet weather hydrographs and flows can be determined at the same wastewater flow monitoring locations used to determine dry weather hydrographs and flows. Components of the observed wet weather hydrographs include baseflow and wet weather inflow and infiltration (wet weather I/I). The wet weather component shall be generated from the observed rainfall data during the wet weather period. The model shall be calibrated to approximate the monitored hydrographs at the various monitoring points.

E. Design Storm Development

This task considers the impact of a variety of “design storm events” such as a 10-year, 60-minute rainfall event on the sanitary sewer system. Once the design storm has been selected, the rainfall intensity shall be based on Technical Paper No. 40 “Rainfall Frequency Atlas of the United States”. The rainfall event shall be applied to the model based on parameters determined during the observed wet weather calibration. The resulting hydrographs in the sanitary sewer system shall be comprised of the calibrated base flow component and a design storm generated wet weather component.

F. Design Storm Hydraulic Analysis

The behavior of a wastewater collection system during storm events and the impact of extraneous water known as infiltration and inflow (I/I) during storm events on the wastewater collection system must be well understood to eliminate wet-weather overflows.

- Design Storm Modeling – Existing Conditions. The existing conditions of the system shall be modeled and evaluated using the design storm approximation(s) determined previously. Surcharged, overflowing and overloaded segments shall be identified.
- Design Storm Modeling – Proposed Conditions. This task involves modeling the system based on various types of improvements such as % reduction due to rehabilitation, paralleling or replacing lines and providing overflow facilities. System improvements that are cost effective and that bring CITY maximum efficiency.
- Design Storm Modeling – Future Conditions. The model showing recommended improvements shall be modified to reflect the anticipated development and flows shall be identified for the year 2028 based on census projections. Any additional improvements to accommodate future flows shall be identified.

6.2. Model Development Technical Memorandum

The model development methods, findings, and recommendations shall be presented in a single, comprehensive document with the necessary exhibits and maps. The Technical

Memorandum shall include a discussion of the study approach, assumptions, and criteria utilized, and a discussion outlining any special considerations or unique problems. The Memorandum shall include a discussion of the hydraulic criteria used in the study and the basis for that criteria, a discussion of each proposed sewer improvement and its estimated cost and the justification for priority rankings. The Technical Memorandum shall also include:

- Overall timeline and description of model development including how the model was created
- Origin of pipe and manhole data and integration of data into the hydraulic model
- Flow generation and allocation methodology including tabular data for flow generation coefficients
- Diurnal curve development methodology including tabular data for 24-hour peaking factors and graph of curves
- Calibration effort and methodology including tabular results of comparison between model and field monitored conditions
- Detailed explanation of each scenario

6.3. Model Training

CONSULTANT shall provide two 4-hour training sessions for up to five CITY staff members. The training shall include hands on examples that shall shorten the learning curve and shall allow CITY staff to import new data into the model, make new model runs for new scenarios and export results into GIS. In addition, CONSULTANT shall provide free technical project support for the model for one year from the date of the model training.

6.4. Model Quality Assurance

CONSULTANT shall provide independent quality assurance for the hydraulic model prior to submitting it to CITY. The calibration report shall be verified by a separate hydraulic model to be within acceptable limits for the master plan analysis. Each scenario shall be validated under different loading conditions. A quality assurance acceptance memorandum shall be prepared by the quality control team.

TASK 7 - MASTER PLAN REPORT

7.1. Develop Report Criteria

The report criteria shall be established in a planning workshop with CITY to determine the contents of the master plan. The master plan shall be developed using graphics and GIS interface to provide a user-friendly document that can be easily updated in the future. An outline of the document shall be presented to CITY.

7.2. General Plan Review

CITY is planning redevelopment that includes projects identified in the RFP and land use changes that are shown on the General Plan. The effect of future development shall be analyzed using GIS and the hydraulic model. The future developments shall change

sewer loading and loading patterns throughout CITY. Population growth projections shall be used to evaluate the effect of growth through year 2025. The future loading conditions shall be described and presented in the master plan report.

7.3. Summary of Condition Assessment

The video inspection and manhole inspections shall be summarized in the master plan report. The condition of the sampled pipelines and manholes shall be used to determine the overall condition of the collection system. Using common characteristics of pipes and manholes shall deduct the overall condition of the system and remaining useful life.

7.4. Hydraulic Analysis

Using the hydraulic model, flow monitoring data and the design criteria established with this project, a hydraulic analysis shall be performed. The hydraulic analysis shall identify pipelines that do not meet the design criteria under various conditions. Current and future conditions shall be evaluated to determine deficiencies. A storm event with estimated inflow and infiltration shall be used to determine system deficiencies and potential spills. The hydraulic analysis shall consider the effect of proposed improvements to determine how they will impact the system; including pipe replacement and rehabilitation projects.

7.5. Draft Report

The master plan report shall include a detailed description of the existing system and surrounding environment. Jurisdictional agencies and other sewer collections adjacent to CITY shall be described. The report shall describe the analysis performed on the existing system and how it relates to the design criteria. A description of the current, future and I/I flows shall be presented in the report. The analysis of the unit flow coefficients by land use type shall be presented. The report shall include graphics that identify the location of deficiencies and recommended improvements. An evaluation of rehabilitation alternatives shall be presented in the report.

7.6. Final Report

Based on comments from CITY, the report shall be finalized. The final report shall include exhibits and attachments to support the analysis and clearly support conclusions and recommendations on the adequacy of the system to meet current and future sewer flow conditions. The report shall include the capital improvement program and financial strategy.

TASK 8 - CAPITAL IMPROVEMENT PROGRAM

A capital improvement program shall ensure the reliable operation of the sewer collection. Capital improvements shall be based on the hydraulic analysis, condition assessment and meetings with CITY staff. A thorough description of each improvement shall be provided that includes a review of alternative projects. An evaluation of rehabilitation and replacement alternatives shall provide the most cost effective solution for maintaining a reliable collection system. The analysis shall include a review of proven rehabilitation alternatives that can be used for CITY's pipelines. A criteria of rehabilitation or replacement shall be determined to create capital improvements and cost estimates based on the appropriate alternative. Capital

improvements shall be prioritized and scheduled based on when they are needed. Cost estimates shall be prepared for each recommended project.

TASK 9 - FINANCIAL PLAN

9.1. Financial Plan

The capital improvement alternatives shall be evaluated to determine the most feasible system wide approach throughout the planning period. The financial plan shall identify the capital resources needed each year to implement the capital improvements. Many factors affect this decision on when to schedule a capital improvement project, including the funds available, the capacity to undertake concurrent construction projects, impact on the community, and the severity of need. CONSULTANT shall review the prioritization and phasing with CITY and further refine it. Additionally, CONSULTANT shall provide a GIS based CIP application that shall simplify the phasing in of CIPs and shall automate the cost estimation process for recommended sewer rehabilitation. As CITY changes the priority of the project or available funding, the financial plan can be easily updated by CITY staff using a combination of the GIS and MS Excel spreadsheet.

9.2 Financial Plan Quality Assurance

The financial plan application shall be reviewed and tested to back check calculations and budgets. A GIS programmer and CONSULTANT shall independently validate the program before presenting it to CITY.

TASK 10 - PROJECT MEETINGS

Regular meetings shall be required to communicate project status and obtain information from CITY staff. Meetings shall be held on a monthly basis throughout the project. Progress meetings may coincide with submittal review meetings. Meeting minutes shall be prepared for submittal review meetings. It is estimated ten (10) project meetings shall be held for this project in addition to the meetings described above.

TASK 11 - PROJECT STATUS REPORT

Project status reports shall be prepared on a monthly basis to describe the progress of the master plan project. The report shall include an updated schedule, project budget, outstanding data requests and a list of upcoming tasks. It is estimated ten (10) project status reports shall be submitted.

ALLOWANCE FOR ADDITIONAL WORK

CITY may direct CONSULTANT to provide additional services to complete the master plan project, video inspection and hydraulic model. These additional tasks shall not be started without authorization from CITY.

TASK A MANHOLE SURVEY

All manholes in CITY shall be surveyed using a handheld GPS unit. CONSULTANT shall establish a GPS control loop around CITY for vertical control. Each manhole shall be surveyed for a horizontal and vertical points. The GPS shall provide the rim elevation within 0.2-ft

accuracy. The as-built records shall be researched to determine the depth of invert from the manhole. The invert elevations shall be calculated by the difference of the depth from the rim elevation. The upstream and downstream manhole invert elevations shall be assumed to be displaced by 0.1-ft unless otherwise shown on the as-built drawings. The manhole survey shall be utilized for the hydraulic model.

TASK B ALLOWANCE FOR ADDITIONAL CCTV INSPECTION

Additional pipe may be inspected to determine the condition of the pipelines throughout the system. An additional 5 miles of pipe shall be CCTV inspected and assessed as described in Task 3.1.

TASK C ALLOWANCE FOR ADDITIONAL FLOW MONITORING

A wet weather event is needed to determine the maximum sewer loading rates. CITY may extend the flow monitoring period in order to capture a wet weather condition. The five (5) monitors shall be extended for an additional 14 days. The flow monitoring shall be in accordance with Task 4.2.

CONSULTANT shall provide the following Deliverables:

SEWER MASTERPLAN
PROJECT DELIVERABLE BUDGET

Task	Deliverable	Budget
		Not to exceed
1. Project Initiation	Kickoff meeting agenda and notes	\$4,650
	Log of all data gathered in research	\$8,100
	Project workplan	\$1,968
2. Update GIS Sewer	Database design document	\$2,000
	Annotation guidelines document	\$500
	Updated Sewer Map	\$11,000
	Updated GIS database	\$18,000
	GIS database linked to as-builts	\$5,676
	CMMS cross-reference table design	\$6,000
	CMMS reference table program	\$10,000
3. Pipeline & MH Cond. Assess	CCTV workshop meeting notes	\$5,000
	CCTV video files miles 0-5	\$45,000
	CCTV video files miles 6-10	\$45,000
	CCTV video files miles 11-15	\$45,000
	CCTV summary report	\$21,472
	MH survey control cutsheet	\$2,000
	MH survey data sheet	\$17,844
	MH inspection report 1-110	\$9,670
	MH inspection report 111-220	\$9,670

Task	Deliverable	Budget
		Not to exceed
	MH inspection report 221-330	\$9,670
4. Flow Monitoring	Flow monitoring mtg notes	\$3,450
	Draft flow monitoring data report	\$13,730
	Final flow monitoring data report	\$4,110
5. Evaluate Exist Standards & Programs	Draft standards	\$4,000
	Final standards	\$4,530
	Draft FOG program document	\$7,000
	Final FOG program document	\$4,050
6. Hydraulic Model	Sewer loading worksheet	\$7,500
	Preliminary sewer model files	\$20,000
	Dry weather calibrated model files	\$8,000
	Wet weather calibrated model files	\$10,000
	Design storm model files	\$15,080
	Draft model development memo	\$6,000
	Final model development memo	\$2,960
	Model QA memo	\$7,000
	Model training program	\$12,960
7. Masterplan Report	Report criteria memo	\$3,100
	Condition assessment summary memo	\$13,020
	Draft report	\$41,512
	Final report	\$25,124
8. C.I.P.	Draft C.I.P.	\$12,000
	Final C.I.P.	\$4,000
9. Financial Plan	Budget spreadsheet	\$2,000
	GIS database design	\$5,000
	GIS application program	\$12,480
	Financial Plan QA memo	\$5,820
10. Project Meetings	Project meeting notes (\$2477/ea x 10)	\$24,770
11. Project Status Reports	Project reports (\$1519/ea x 10)	\$15,190
	TOTAL	\$572,606

ALLOWANCES

Task	Deliverable	Budget
A. Manhole survey	Survey control cutsheet	\$4,000
	Survey data sheet	\$45,800
B. Addtl CCTV Inspection	CCTV video files	\$53,760
C. Addtl flow monitoring	Flow monitoring data sheets	\$7,000
	TOTAL	\$110,560



EXHIBIT B-1

SCHEDULE OF RATES

HOURLY RATE SCHEDULE

Effective January 2008 through December 2008

OFFICE PERSONNEL	\$ / hr.
Senior Principal	250.00
Principal	230.00
Project Director.....	210.00
Senior Project Manager.....	198.00
Project Manager	185.00
Structural Engineer.....	185.00
Technical Manager	172.00
Senior Engineer.....	150.00
Senior Planner.....	155.00
Electrical Engineer.....	149.00
Landscape Architect.....	145.00
Traffic Engineer	145.00
Rehabilitation Specialist.....	145.00
Senior GIS Analyst	142.00
Project Engineer.....	145.00
Project Planner.....	140.00
Environmental Specialist	131.00
Design Engineer/Senior Designer/Mapper	128.00
Assistant Engineer.....	120.00
GIS Programmer	110.00
Designer/Planner.....	111.00
GIS Analyst.....	90.00
Graphic Artist.....	94.00
Environmental Analyst/Staff Planner	94.00
Design Technician	92.00
Engineer Assistant/Planner	88.00
Engineering Aid/Planning Aid	71.00
FIELD PERSONNEL	
2-Person Survey Crew.....	230.00
1-Person Survey Crew.....	160.00
Licensed Surveyor.....	166.00
Field Supervisor.....	163.00
Field Coordinator.....	92.00
CONSTRUCTION MANAGEMENT PERSONNEL	
Construction Manager	175.00
Resident Engineer/Project Manager.....	147.00
Senior Construction Inspector	116.00
Construction Inspector.....	112.00
Field Office Engineer	106.00
Construction Technician	92.00
OTHER SERVICES AND FEES	
Project Coordinator.....	105.00
Permit Processor	79.00
Clerical/Word Processing	61.00
Consultation Relative to Legal Actions	350.00
Vehicle Mileage	0.70/Mile
CCTV Inspector.....	0.85/Foot

Note:

Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%. A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance.

**Exhibit B-1
Estimated Hours and Fee
Sewer Master Plan**

Task Number and Description	Approximate Person Hours													Subconsultant			Total Fee
	Principal in Charge	Project Manager	Sr Engineer	Project Engineer	Asst Engineer	Engineer Asst	GIS Programmer	GIS Analyst	Field Coord	Traffic Engineer	Rehab Specialist	2 Man Survey Crew	Admin	CCTV Inspector (ft)	Flow Monitor	Direct Costs/Repro	
	\$230	\$185	\$150	\$145	\$120	\$88	\$110	\$90	\$92	\$145	\$145	\$230	\$61	\$0.85	\$0		
Task 1 Project Initiation																	
1.1 Kickoff Meeting	1	8	8	12												\$ 4,650	
1.2 Research and Investigation	4	8		16	24										\$ 500	\$ 8,100	
1.3 Project Management	8	40														\$ 9,240	
1.4 Project Workplan	8											8				\$ 1,968	
Subtotal Task 1	13	64	8	28	24	0	0	0	0	0	0	0	8	0	0	\$ 23,958	
Task 2 Update Sewer GIS																	
2.1 Project Workshop			4			2										\$ 776	
2.2 System Inventory and Data Conversion	16	52		4			128	120								\$ 36,120	
2.3 Coordinate CMMMS Interface	8	40					80									\$ 16,280	
Subtotal Task 2	0	24	96	0	4	2	208	120	120	0	0	0	0	0	0	\$ 53,176	
Task 3 Pipeline and Manhole Condition Assessment																	
3.1 Pipeline Video Inspection	4		4	120		220		72	220	40	120			79200		\$ 161,472	
3.2 Manhole Survey	2		2	10				4	12		72					\$ 19,844	
3.3 Manhole Inspection	10		10	40		110		28	5		60					\$ 29,010	
Subtotal Task 3	0	16	0	170	0	330	0	104	237	40	180	72	0	79200	0	\$ 210,326	
Task 4 Flow Monitoring																	
4.1 Mobilization		2		4											\$ 2,500	\$ 3,450	
4.2 Flow Monitoring		2		8											\$ 12,200	\$ 13,730	
4.3 Data Editing and Reporting		2		12											\$ 2,000	\$ 4,110	
Subtotal Task 4	0	6	0	24	0	0	0	0	0	0	0	0	0	16700	0	\$ 21,290	
Task 5 Evaluate Existing City Standards and Programs																	
5.1 Design Criteria		4	12			20										\$ 4,300	
5.2 Establish Design & Construction Standards	1	4	12			20										\$ 4,530	
5.3 Evaluate F.O.G. Program	1	4	32			60										\$ 11,050	
Subtotal Task 5	2	12	56	0	0	100	0	0	0	0	0	0	0	0	0	\$ 19,880	
Task 6 Hydraulic Model																	
6.1 Develop Hydraulic Model			50	4	316		126	8								\$ 60,580	
6.2 Model Development Technical Memorandum	2	4	24	8	16			12								\$ 8,960	
6.3 Model Training			40		40			24								\$ 12,960	
6.4 Model Quality Assurance	2	4	40		40											\$ 7,000	
Subtotal Task 6	4	8	114	52	372	0	126	44	44	0	0	0	0	0	0	\$ 89,500	
Task 7 Master Plan Report																	
7.1 Develop Report Criteria	2	8														\$ 3,100	

Task Number and Description	Approximate Person Hours											Subconsultant				Total Fee		
	Principal in Charge	Project Manager	Sr Engineer	Project Engineer	Asst Engineer	Engineer Asst	GIS Programmer	GIS Analyst	Field Coord	Traffic Engineer	Rehab Specialist	2 Man Survey Crew	Admin	CCTV Inspector (ft)	Flow Monitor		Direct Costs/Repro	
7.2 General Plan Review		4		12	32												\$ 6,320	
7.3 Summary of Condition Assessment		4		8	40												\$ 6,700	
7.4 Hydraulic Analysis		4		12	40												\$ 7,280	
7.5 Draft Report	4	24		80	90	40						32				\$ 1,000	\$ 34,232	
7.6 Final Report	4	16		80	40	24						12				\$ 2,000	\$ 25,124	
Subtotal Task 7	10	60	0	200	242	64	0	0	0	0	0	44	0	0	0	\$ 3,000	\$ 82,756	
Task 8 Capital Improvement Program																		
8.1 C.I.P.	2	24		40	40											\$ 500	\$ 16,000	
Subtotal Task 8	2	24	0	40	40	0	0	0	0	0	0	0	0	0	0	\$ 500	\$ 16,000	
Task 9 Financial Plan																		
9.1 Financial Plan	2	12	40				80										\$ 17,480	
9.2 Financial Plan Quality Assurance		12	24														\$ 5,820	
Subtotal Task 9	2	24	64	0	0	0	80	0	0	0	0	0	0	0	0	\$ -	\$ 23,300	
Task 10 Project Meetings																		
10.1 Attend Monthly Project Meetings		60	30	30	30								20				\$ 24,770	
Subtotal Task 10	0	60	30	30	30	0	0	0	0	0	0	0	20	0	0	\$ -	\$ 24,770	
Task 11 Project Status Report																		
11.1 Prepare Project Status Reports		40															\$ 250	\$ 7,650
Subtotal Task 11	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 250	\$ 7,650	
TOTAL ESTIMATED HOURS AND BUDGET																	\$ 4,250	\$ 572,606
Allowance for Additional Work																		
Task A Manhole Survey		8		16							200						\$ 49,800	
Task B Allowance for Additional CCTV Inspection		2			80			8	100		80			26,200			\$ 53,760	
Task C Allowance for Additional Flow Monitoring														7,000			\$ 7,000	
Subtotal Allowance for Additional Work	0	10	0	16	80	0	0	8			200	0	26,200	7,000	0	\$ -	\$ 110,560	

TOTAL CONTRACT \$ 683,166

EXHIBIT B-2

Schedule of Payment

CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month, which shall include documentation setting forth in detail a description of the services, task(s) completed, deliverables submitted to CITY, and the hours of service rendered. CITY shall pay CONSULTANT, in accordance with the Project Deliverable Budget set forth in Exhibit A, the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> 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: _____
