



AGENDA REPORT

Meeting Date: March 2, 2010

Item Number: G-7

To: Honorable Mayor & City Council

From: Ara Maloyan, Deputy City Engineer
Samer Elayyan, Civil Engineer *SE*

Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND NINYO & MOORE TO PROVIDE SPECIAL INSPECTION AND TESTING SERVICES DURING THE REPLACEMENT OF FIVE WATER RESERVOIR TANKS, AND ON-SITE PIPING AT SITES 3A, 4B, 5, 6 AND 7, AND SEISMIC RETROFITTING OF THE ASSOCIATED FIVE PUMP STATIONS; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$355,541.00 TO NINYO & MOORE

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Ninyo & Moore in the amount of \$355,541.00 to provide special inspection and testing services during the replacement of five water reservoir tanks and on-site piping replacement at sites 3A, 4B, 5, 6, and 7, and seismic retrofit of the associated five pump stations; and issuance of a purchase order to Ninyo & Moore in the amount of \$355,541.00

INTRODUCTION

This report is a request for City Council approval of a special inspection and testing services agreement with Ninyo & Moore during the replacement of five water reservoir tanks and on-site piping at sites 3A, 4B, 5, 6, and 7 in the City, and the seismic retrofit of the associated five pump stations.

DISCUSSION

Within the City of Beverly Hills potable water distribution system inventory are five flat bottom, ground supported circular steel water reservoir tanks, all located at five separate sites (3A, 4B, 5, 6, and 7) within the City. These tanks were constructed from the mid-fifties to the mid-sixties and do not meet the current American Water Works Association (AWWA) standards for "Welded Steel Tanks for Water Storage."

The existing tanks, which are an integral part of the City's water distribution system, need to be replaced to meet current California Department of Public Health (CDPH) drinking water standards, seismic design standards, and Cal OSHA safety standards.

In October 2009, Final Design Plans and specifications for the replacement of these five water reservoirs, replacement of on-site piping at sites 3A, 4B, 5, 6, and 7, and seismic retrofitting of the associated pump stations were prepared by Montgomery Watson Harza (MWH). Consequently, these bid documents were provided to four prequalified contractors to bid on this project. Bids were opened on Jan 12, 2010, and a construction contract was awarded to Pacific Tank and Construction, Inc. at February 2, 2010 City Council meeting. The replacement work for the steel tanks will be sequential over a 30-month period (not concurrent), with a tentative construction start date of March 15, 2010.

On November 10, 2009, the City sent out invitations to the following nine companies for request for proposal (RFP) to provide special inspection and testing services during the replacement of these five new water reservoir tanks, on-site piping, and seismic retrofit of the booster pump stations at sites 3A, 4B, 5, 6, and 7:

- 1) American Engineering Laboratories, Inc.
- 2) Albert A. Webb Associates.
- 3) Group Delta Consultants
- 4) Leighton Consulting, Inc.
- 5) MACTEC Engineering and Consulting, Inc.
- 6) Ninyo & Moore.
- 7) Penfield & Smith.
- 8) Smith-Emery Laboratories
- 9) Twining, Inc.

In addition, the RFP was posted on the City's website to solicit proposals from all other interested consultants. A pre-proposal meeting was held in the Public Works and Transportation Department offices on November 18, 2009, and representatives from twelve companies attended this meeting. Eight responsive proposals were received on January 7, 2010, from:

- 1) AESCO, Inc.
- 2) C.H.J Incorporated
- 3) Group Delta Consultants
- 4) JCR Inspection Services, Inc.
- 5) Leighton Consulting, Inc.
- 6) MACTEC Engineering and Consulting, Inc.
- 7) Ninyo & Moore.
- 8) Twining, Inc.

These eight proposals were subsequently reviewed and evaluated by civil engineering staff. Staff evaluation was 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. 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 services required. Fees for services will be negotiated, however, following selection and before contracting.

The evaluation process resulted in the following four firms being interviewed on January 27 and February 1, 2010:

- 1) C.H.J Incorporated
- 2) Group Delta Consultants
- 3) Leighton Consulting, Inc.
- 4) Ninyo & Moore

Based on the abovementioned selection criteria, the interviews, the experience in providing special inspection services for similar projects, location of consultant's facilities, and the references called, staff concurs in their selection of Ninyo & Moore to provide the requested special inspection and testing services during construction of the five new reservoirs.

Staff recommends approval of an agreement with Ninyo & Moore for special inspection and testing services during the replacement of the five water reservoir tanks, on-site piping, and seismic retrofit for the associated five booster pump stations at sites 3A, 4B, 5, 6, and 7 for an amount not to exceed \$355,541.00. This amount is based on a maximum of approximately 30 hours/week for deputy inspection, 3.5 hours/week for project manager/engineer, and 200 laboratory tests for the entire contract period.

FISCAL IMPACT

Funds for this project are provided as follows:

DEPT	FUND	PROJECT NUMBER	SUB-PROJECT NUMBER	FUNDING SOURCE	AMOUNT
35	80	0796	35-80-0796-85040	Water Enterprise Fund	\$ 355,541.00



Scott Miller
Finance Approval



David Gustavson
Approved By

Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND NINYO & MOORE TO PROVIDE SPECIAL
INSPECTION AND TESTING SERVICES DURING THE
REPLACEMENT OF FIVE WATER RESERVOIR TANKS AND
ON-SITE PIPING AT SITES 3A, 4B, 5, 6 AND 7 AND SEISMIC
RETROFIT OF THE ASSOCIATED FIVE PUMP STATIONS

NAME OF CONSULTANT: Ninyo & Moore

RESPONSIBLE PRINCIPAL OF CONSULTANT: Kurt S. Yoshii, Principal Engineer

CONSULTANT'S ADDRESS: 333 South Grand Avenue, 25th Floor
Los Angeles, CA 90071
Attention: Kurt S. Yoshii, Principal
Engineer

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Samer Elayyan, Civil Engineer

COMMENCEMENT DATE: March 3, 2010

TERMINATION DATE: Upon satisfactory completion of the services
set forth in Exhibit A

CONSIDERATION: Not to exceed \$355,541.00 including
expenses, based on the rates set forth in
Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND NINYO & MOORE TO PROVIDE SPECIAL
INSPECTION AND TESTING SERVICES DURING THE
REPLACEMENT OF FIVE WATER RESERVOIR TANKS AND
ON-SITE PIPING AT SITES 3A, 4B, 5, 6 AND 7 AND SEISMIC
RETROFIT OF THE ASSOCIATED FIVE PUMP STATIONS

THIS AGREEMENT is by and between the City of Beverly Hills, a municipal corporation (hereinafter referred to as "City") and Ninyo & Moore, a California Corporation (hereinafter referred to as "Consultant").

RECITALS

A. City desires to engage Consultant to perform special inspection and testing services related to the replacement of 5 reservoir tanks and seismic retrofit of the associated pump stations ("Project").

B. Consultant represents that it has the necessary professional skills and experience to satisfactorily complete these tasks.

NOW, THEREFORE, the parties agree as follows:

Section 1. Scope of Services. Consultant shall do, perform, and carry out, in a manner satisfactory to City and consistent with that level of skill and care ordinarily exercised by members of the profession in the same locality under similar conditions, the services described in Exhibit A, attached hereto and incorporated herein by this reference. Consultant has indicated, and the City concurs that one sub-consultant, CSI, Inc., will be retained for purposes of performing a coating inspection for various phases of the scope of services. In the event Consultant determines that any other sub consultant must be retained to perform any of the services required by this Agreement, Consultant shall not retain a sub consultant without the prior written approval of City Engineer.

Section 2. Time of Performance and Term. Consultant shall perform the services by the Termination Date set forth above. Consultant shall complete performance of each task required by this Agreement as determined by the Director of Public Works and Transportation.

Section 3. 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 were 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 City's right to terminate this Agreement pursuant to Section 14.

Section 4. 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 B, attached hereto and incorporated herein. City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit A.

Section 5. Independent Consultant. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 6. Successors and Assigns. Consultant shall have no right to assign, or attempt to assign, any portion of this Agreement without the prior written approval of City.

Section 7. Responsible Principal. The Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without the prior written consent of City.

(a) Consultant's Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without prior written consent of City.

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

Section 8. Personnel. Consultant represents that it has, or 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 Consultant or under its supervision, and all personnel engaged in the Project shall be qualified to perform such services.

Section 9. Interest 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 associated with Consultant.

Section 10. Additional Miscellaneous Services. City may from time to time require Consultant to perform additional services not included in the services described in Exhibit A. Such requests for additional services shall be made by City in writing and shall be in the form of a written amendment to the Agreement.

Section 11. Changes. City may, from time to time, request changes in the scope of services of Consultant to be performed under this Agreement. Such changes, which are

agreed upon by City and Consultant, shall be in the form of a written amendment to this Agreement.

Section 12. Insurance. Consultant, and any other subcontractors or subconsultants of Consultant which perform work in connection with this Agreement shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, policies of commercial general liability insurance, automobile liability insurance, and workers compensation insurance with an insurance company licensed to sell insurance in the State of California, with a Best's Insurance Company rating of B+:VII or better, and approved by the City Attorney.

(a) The commercial general liability policy shall have minimum limits of One Million Dollars (\$1,000,000), combined single limit coverage against any injury, death, loss or damage as a result of negligent or other wrongful acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement.

(b) The automobile liability insurance shall have minimum limits of One Million Dollars (\$1,000,000), combined single limit, covering bodily injury and property damage and the policy shall include uninsured motorist coverage at the statutory minimum.

(c) Consultant agrees to maintain in force at all times during the performance of work under this Agreement, Workers Compensation Insurance as required by law.

(d) 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 deductions 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.

(e) City, its officers and employees shall be named as additional insureds under the commercial general liability and automobile liability insurance policies required by this Agreement. All insurance policies required by this Agreement shall provide that coverage is primary and that any insurance maintained by City shall be excess insurance only. The insurance policy shall further provide that an act or omission of one of the named insureds shall not reduce or avoid coverage to the other named insureds and shall afford coverage for all claims based on acts, omissions, injury or damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required by this Agreement shall be endorsed to waive the insurer's rights of subrogation against City.

(f) All insurance policies shall provide that the insurance coverage shall not be canceled, reduced or otherwise modified by the insurance carrier without the insurance carrier giving City thirty (30) days prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify any insurance coverage required by this Agreement.

(g) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk of City a certificate or certificates of the insurance carrier or carriers in the form of City's standard Certificate of Insurance, attached hereto and incorporated by reference as Exhibit B, showing that the aforesaid policies are in effect in the amounts, and

pursuant to the conditions above provided, the additional insureds are named therein, and that the policies cannot be canceled or reduced except on thirty (30) days' notice by the insurance carrier to City. Consultant shall not have the right to commence performance of work under this Agreement until such certificate or certificates are filed with the City Clerk.

(h) Any deductibles or self-insured retentions shall be declared to and are subject to City's approval. At the option of City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Section 13. Indemnification. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City, not being skilled in such matters, is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to indemnify, defend and hold harmless City, City Council, and each member thereof, and every officer, and employee of City, from any claim, liability or financial loss, including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of the Consultant, or any person employed by Consultant, including agents and independent contractors, in the performance of this Agreement.

The duties set forth in this Section shall survive termination of this Agreement.

Section 14. 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 15. Services and Materials to be furnished by City. City shall furnish Consultant with all reasonably available and necessary information in order to perform the services required by this Agreement.

Section 16. Documents and Drawings. 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 for this Project as City deems appropriate. If City uses such materials which are intended for a particular purpose for another unrelated purpose, 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 17. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports and other information concerning the status of the Project as may be requested by City at no cost to City. Consultant shall furnish 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 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 City for safekeeping.

Section 18. 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 there from, and to inspect all program data, documents, proceedings, and activities.

Section 19. 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 20. Attorneys' Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret any provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including actual attorneys' fees incurred in connection with such action or proceeding in an amount not to exceed the amount of compensation set forth on page 1 of this Agreement.

Section 21. 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 22. Titles. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

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

Section 24. When Rights and Remedies Not Waived. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist, on the part of Consultant, and the making of any such payment by City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

Section 25. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 26. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

NANCY KRASNE
Mayor of the City of Beverly Hills,
California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT:
NINYO & MOORE

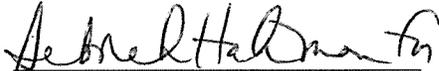


AVRAM NINYO
President



MARGOT GRAVES
Secretary

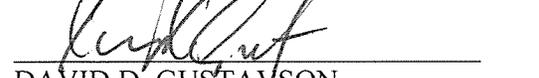
APPROVED AS TO FORM:



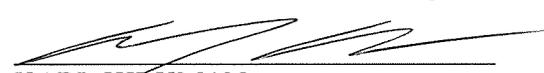
LAURENCE S. WIENER
City Attorney

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

Consultant shall provide the following services for City in connection with replacement of five City water reservoir tanks (piping) and seismic retrofit of the associated 5-pump stations (“project”).

Consultant shall perform all required inspection and testing in accordance with the applicable building sections of the California Building Code (“CBC”), the City of Beverly Hills Municipal Code, approved design, drawings and specifications dated October 13, 2009 (the “Specifications”), and the “Guidelines for Special Inspection in Construction,” and prepared by the California Council of Testing and Inspection Agencies. The inspection and testing services shall be provided in order to complete the project as required by the Specifications (sections 014160 and 014500), and within the budgets and schedules approved by City. Consultant agrees that one inspector will be performing most of the services during the entire period of the Project.

Geotechnical/Asphalt Construction Services

- Project coordination and City liaison, including scheduling of personnel to provide field services.
- Review of readily available background materials pertaining to the site, including geotechnical reports, project plans, and Specifications.
- On-site soil testing during construction under the direction of the City representative, project inspector, construction manager, or resident engineer. Specifically, Consultant’s geotechnical services will include field observation, documentation and testing during the earthwork operations. Consultant’s services will include field density testing of general fill, wall and trench backfill, subgrade, aggregate base, and asphalt concrete.
- Laboratory testing to evaluate the maximum dry density and optimum moisture content and sieve analysis of the soils to be placed as fill or backfill.
- Preparation of daily reports and other memoranda to summarize the field operations and test results and preparation and submittal of a final compaction report.

Materials Testing and Deputy Inspection Services

- On-site materials testing and inspection during construction performed by Consultant’s multi-certified personnel, on an as-requested basis. Specifically, Consultant’s materials testing and inspection services will include the following:
 - Inspection and sampling of reinforcing steel and inspection during placement of concrete for reinforced concrete structures, including inspection of epoxy dowel installation
 - Field sampling and testing of cast-in-place concrete, including casting of cylinders for compressive strength and testing for slump, air content, unit weight, yield and temperature, as required by the Specifications.

- Inspection services during structural steel and welding construction, as well as non-destructive testing (NDT) of the completed welds in the fabrication shop and at the site.
- Inspection services during structural and veneer masonry construction including inspection of reinforcing steel and cells prior to placement of grout, and sampling and testing of masonry materials.
- Miscellaneous field testing as required by California Building Code including: pull tests on epoxy dowels, rebar, and shot pins; torque tests on anchor bolts; and pull tests on ceiling wire hangars.
- Batch plant inspection, sampling and testing during production of structural concrete and asphalt/concrete pavement material.
- Laboratory testing to evaluate compressive strength testing of the concrete and masonry; conformance testing, including material quality tests on the proposed aggregate base, asphalt concrete, and Portland cement concrete materials; bend and tensile test on steel reinforcement bar; and other laboratory testing that may be requested by the City.
- Preparation of daily reports and other memoranda to summarize the field operations and test results.
- Preparation of letter-reports summarizing the results of Consultant's field and laboratory tests, and submittal of these reports to the City approved distribution list.

Quality Assurance Inspection and Testing Services

- Welding QA services will be performed in accordance with the Specifications on a periodic basis. Specifically, Consultant's QA welding inspection services will include the following:
 - Review of the approved welding procedures plan and welding quality control plan.
 - Review of quality control welding inspection daily reports and non-destruction examination reports.
 - Periodic welding inspection services will include visual inspection of actual welds in the field.
 - Preparation of a final report for each tank which presents Consultant's limited opinion of the QC procedures and the results of Consultant's inspections.
- Coating inspection QA services will be performed in accordance with the Specifications on a periodic basis. CSI, Inc. will be performing the coating inspection services . A detailed scope of services is provided below: (Items A and B.)

A. Project Support Activities

1. Ninyo & Moore or its authorized sub-consultant, CSI, Inc ("N&M") will participate in project start-up meetings, weekly job meetings, and any special interest meetings as required to discuss procedures, progress, problems, or outstanding issues. N&M will complete notes and minutes for all meetings and distribute accordingly, as required.

2. N&M will maintain all applicable coating correspondence, reports, job conferences, drawings, submissions, reproductions, and original contract documents including all addenda, change

orders, supplemental drawings, records of materials and equipment deliveries and use, manpower, and all other project-related documents. The files will be maintained and turned over to the owner in a summary report.

3. N&M will utilize a project specific daily inspection report for use by the N&M inspector. This daily report will include work in progress, areas accepted, and items requiring repair/rework. N&M will assist in the determination of the quantities and/or percent of work completed for each item for contractor progress payments.

4. N&M staff will provide any support to the project required to assure that all technical issues and concerns are properly corrected and/or addressed.

B. Direct Field Inspection Activities

1. The N&M inspector will ensure that the requirements of the Specifications and manufacturer's technical data sheets for the various materials are strictly followed. ASTM D3276 will be used as a guideline for proper procedures. It is not the intent of Consultant's cost proposal to provide a safety inspector to this project. However, Consultant's coating inspector will report any identified unsafe conditions or observed discrepancies between the Consultant's worker protection program and their field activities. Although we will monitor and report on these activities, the ultimate responsibility for safety will in no means or measure be the responsibility of N&M.

2. Verifications of the contractor's compliance with the Specifications will be accomplished by performing the following tasks as necessary, with the appropriate calibrated instruments for each:

a. Condition Of Surfaces Prior To Preparation – The N&M inspector will inspect the surfaces to be prepared to assure that grease and oil have been removed, and sharp edges are removed as specified. NACE Standard RP0178 will be used as acceptance criteria where areas are of concern.

b. Compressed Air Cleanliness – The N&M inspector will check the air quality when production includes abrasive blast cleaning or substrate blow-down procedures. This will be accomplished in accordance ASTM D4285.

c. Ambient Conditions – The N&M inspector will monitor ambient conditions in accordance with ASTM E337 to assure that final blast cleaning and coating application operations are not completed outside the specified requirements.

d. Surface Preparation – The N&M inspector will examine the abrasive and equipment used for surface preparation for adequacy to do the work, as specified. Equipment pressures will be monitored. The inspector will verify proper storage and size of abrasives, and that the proper degree of cleaning and surface profile or scarification is achieved.

e. Coating Preparation and Mixing – The N&M inspector will observe the mixing of coatings to assure that all components are added and proportioned correctly and that any induction times are maintained. The inspector will verify that any materials used are approved and that they are not used when the pot or shelf lives have been exceeded.

f. Coating Application – The N&M inspector will examine the application equipment for cleanliness and adequacy to do the work. The inspector will observe application techniques to assure proper coverage without detrimental runs, pinholes, or other visually evident deficiencies. The inspector will make spot checks of the wet film thickness in accordance with ASTM D4414 so that adjustments to the amount of material being applied can be made at the time of application to minimize the amount of rework after the coating has dried.

g. Dry Film Thickness – The N&M inspector will measure the dry film thickness of each coat to assure that it complies with the specification requirements and manufacturers' instructions. Film thickness will be monitored using a Type II film gage in accordance with ASTM D1186, SSPC-PA2, or as required (i.e. every 100SqFt).

h. Holiday Detection – N&M will provide holiday detection equipment and perform 100 percent holiday detection in accordance with NACE International's "Recommended Practice for Discontinuity (Holiday) Testing of Protective Coatings," (RP 0188-99), AWWA D102, and the specified requirements.

i. Cure Evaluation – The N&M inspector will evaluate the final cure of the applied lining in accordance with the Manufacturer's recommended procedures, and or ASTM D5402, as required.

j. Final Inspection – The N&M inspector will perform a final inspection to evaluate the Consultant's final product. This will verify that the final visual appearance (SSPC PA1), dry film thickness readings, holiday detection, cure testing, and so forth meet the project requirements.

3. The N&M inspector will use a daily journal, daily reports, and an in-process punch list to clearly document and flow-chart the coating operations and occurrences to verify compliance with Contract documents. At a minimum, the verifications noted above will be recorded.

BILLING GUIDELINES/METHOD OF PAYMENT

1. Consultant shall submit an itemized invoice which includes for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry and time should not be embedded); and (v) total fees billed for each entry.

2. Consultant shall submit monthly statements to City for services rendered and the hours of service in conformance with the billing guidelines set forth in paragraphs 1 above and further consistent in format to Exhibit A, Attachment 1 hereto. City shall make payment for satisfactory completion of services rendered within (30) days after receipt of such a proper statement(s).

Exhibit A – Attachment 1

RECOMMENDED INVOICE FORMAT

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Time</u>	<u>Rate</u>	<u>Total Cost</u>
1/3/05	JJM	Draft letter to Aaron Jones	.50/hrs.	\$100	\$50.00
1/9/05	KDC	Review project documents	.30/hrs.	\$35	10.50
1/11/05	MMF	Draft letter to Sue Smith	.60/hrs.	\$80	48.00
1/14/05	JJM	Telephone conference with Mr. Day regarding project amendments	.20/hrs.	\$100	20.00
1/20/05	MMF	Attend meeting with Mr. Aronzon, Mr. Smith regarding changes to project	1.30/hrs.	\$80	104.00
1/21/05	MMF	Letter to City re: conference results	.10/hrs.	\$80	8.00

TIMEKEEPER SUMMARY - THIS BILL

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
JJM,	.70	\$100	\$ 70.00
MMF	2.00	\$80	160.00
KDC	.30	\$35	10.50
Total	3.00		\$240.50

DISBURSEMENTS - THIS BILL

Photocopies (17 copies at \$0.15)	\$2.55
Mileage to Project Meeting on 1/20 (76 miles at .55)	41.80
Long Distance (12/20/04 —215/555-1234)	\$2.70
Total	\$47.05

TOTAL FEES	\$240.50
TOTAL DISBURSEMENTS	47.05
TOTAL BILL	<u>\$245.75</u>

EXHIBIT B

BREAKDOWN OF ESTIMATED FEE

PROJECT COORDINATION AND MANAGEMENT			
Principal Engineer	60hours@	\$ 139.00/hour	\$ 8,340.00
Project Engineer/Geologist	140hours@	\$ 123.00/hour	\$ 17,220.00
Field Operations Manager	80hours@	\$ 87.00/hour	\$ 6,960.00
Subtotal			\$ 32,520.00

FIELD SERVICES			
Soils Technician	1400hours@	\$ 81.00/hour	\$ 113,400.00
Professional Engineer	120hours@	\$ 123.00/hour	\$ 14,760.00
Concrete/Masonry Deputy Inspector	1250hours@	\$ 73.00/hour	\$ 91,250.00
ACI Concrete Technician	200hours@	\$ 81.00/hour	\$ 16,200.00
AWS Welding Inspector	440hours@	\$ 73.00/hour	\$ 32,120.00
NACE Coating Inspector Level II	400hours@	\$ 73.00/hour	\$ 29,200.00
Building Inspector	40hours@	\$ 73.00/hour	\$ 2,920.00
Electrical Inspector	20hours@	\$ 73.00/hour	\$ 1,460.00
Sample Pick-up	50trips @	\$ 75.00/trip	\$ 3,750.00
Subtotal			\$ 305,060.00

LABORATORY ANALYSES			
Proctor Density (ASTM D1557)	15tests @	\$ 180.00/test	\$ 2,700.00
Concrete Compressive Strength	120tests @	\$ 22.00/test	\$ 2,640.00
Carbon Equivalent Test	4tests @	\$ 150.00/test	\$ 600.00
Tensile and Bend Tests (ASTM E8)	4tests @	\$ 50.00/test	\$ 200.00
Grout & Mortar Compressive Strength	40tests @	\$ 22.00/test	\$ 880.00
Sand Equivalent	10tests @	\$ 90.00/test	\$ 900.00
Sieve Analysis	10tests @	\$ 110.00/test	\$ 1,100.00
Subtotal			\$ 9,020.00

REPORT PREPARATION			
Principal Engineer	5hours@	\$ 139.00/hour	\$ 695.00
Project Engineer/Geologist	50hours@	\$ 123.00/hour	\$ 6,150.00
CAD Operator/Technical Illustrator	24hours@	\$ 69.00/hour	\$ 1,656.00
Data Processor	10hours@	\$ 44.00/hour	\$ 440.00
Subtotal			\$ 8,941.00
TOTAL ESTIMATED FEE			\$ 355,541.00

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 139
Senior Engineer/Geologist/Environmental Scientist	\$ 133
Senior Project Engineer/Geologist/Environmental Scientist	\$ 127
Project Engineer/Geologist/Environmental Scientist	\$ 123
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 109
Staff Engineer/Geologist/Environmental Scientist	\$ 96
GIS Analyst	\$ 96
Field Operations Manager	\$ 87
Supervisory Technician*	\$ 87
Nondestructive Examination Technician, UT, MT, LP*	\$ 87
Pull Test Technician and Equipment*	\$ 87
Senior Field/Laboratory Technician*	\$ 81
Field/Laboratory Technician*	\$ 81
ACI Concrete Technician*	\$ 81
Concrete/Asphalt Batch Plant Inspector	\$ 73
Special Inspector, Reinforced Concrete*	\$ 73
Special Inspector, Pre-stressed Concrete*	\$ 73
Special Inspector, Reinforced Masonry*	\$ 73
Special Inspector, Structural Steel*	\$ 73
Special Inspector, Welding, AWS*	\$ 73
Special Inspector, Fireproofing*	\$ 73
Technical Illustrator/CAD Operator	\$ 69
Geotechnical/Environmental/Laboratory Assistant	\$ 53
Information Specialist	\$ 52
Technical Editing, or Reproduction	\$ 44

OTHER CHARGES

Expert Witness Testimony	\$ 400 /hr
Concrete Coring Equipment (includes one technician)	\$ 160 /hr
Special Preparation of Standard Test Specimens	\$ 64 /hr
Inclinometer Usage	\$ 32 /hr
Vapor Emission Kits	\$ 30 /kit
Rebar Locator (Pachometer)	\$ 10 /hr
Nuclear Density Gauge Usage	\$ 0 /hr
Field Vehicle Usage	\$ 0 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician and Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Consultant's rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils		Concrete	
Atterberg Limits, D 4318, CT 204	\$ 145	Cement Analysis Chemical and Physical, C 109	\$ 1,650
California Bearing Ratio (CBR), D 1883	\$ 440	Compression Tests, 6x12 Cylinder, C 39	\$ 22
Chloride and Sulfate Content, CT 417 & CT 422	\$ 135	Concrete Mix Design Review, Job Spec	\$ 140
Consolidation, D 2435, CT 219	\$ 275	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 750
Consolidation – Time Rate, D 2435, CT 219	\$ 70	Concrete Cores, Compression (excludes sampling), C 42	\$ 55
Direct Shear – Remolded, D 3080	\$ 290	Drying Shrinkage, C 157	\$ 250
Direct Shear – Undisturbed, D 3080	\$ 250	Flexural Test, C 78	\$ 50
Durability Index, CT 229	\$ 150	Flexural Test, C 293	\$ 55
Expansion Index, D 4829, UBC 18-2	\$ 165	Flexural Test, CT 523	\$ 60
Expansion Potential (Method A), D 4546	\$ 145	Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250
Expansive Pressure (Method C), D 4546	\$ 145	Jobsite Testing Laboratory	Quote
Geofabric Tensile and Elongation Test, D 4632	\$ 165	Lightweight Concrete Fill, Compression, C 495	\$ 40
Hydraulic Conductivity, D 5084	\$ 300	Petrographic Analysis, C 856	\$ 1,100
Hydrometer Analysis, D 422, CT 203	\$ 190	Splitting Tensile Strength, C 496	\$ 80
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 110	Reinforcing and Structural Steel	
Moisture Only, D 2216, CT 226	\$ 30	Fireproofing Density Test, UBC 7-6	\$ 55
Moisture and Density, D 2937	\$ 39	Hardness Test, Rockwell, A-370	\$ 50
Permeability, CH, D 2434, CT 220	\$ 230	High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 120
pH and Resistivity, CT 643	\$ 140	Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Proctor Density D 1557, D 698, CT 216, &	\$ 180	Pre-Stress Strand (7 wire), A 416	\$ 140
AASHTO T-180 (Rock corrections add \$80)		Chemical Analysis, A-36, A-615	\$ 120
R-value, D 2844, CT 301	\$ 250	Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 50
Sand Equivalent, D 2419, CT 217	\$ 90	Structural Steel Tensile Test: Up to 200,000 lbs.	
Sieve Analysis, D 422, CT 202	\$ 110	(machining extra), A 370	\$ 70
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 90	Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 55
Specific Gravity, D 854	\$ 90	Asphalt Concrete	
Triaxial Shear, C.D, D 4767, T 297	\$ 390	Asphalt Mix Design, Caltrans	\$ 2,200
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$	330	Asphalt Mix Design Review, Job Spec	\$ 150
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$	190	Extraction, % Asphalt, including Gradation, D 2172, CT 310	\$ 215
Triaxial Shear, U.U., D 2850	\$ 140	Film Stripping, CT 302	\$ 100
Unconfined Compression, D 2166, T 208	\$ 100	Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 195
Wax Density, D 1188	\$ 90	Marshall Stability, Flow and Unit Weight, T-245	\$ 215
Roofing		Maximum Theoretical Unit Weight, D 2041	\$ 120
Built-up Roofing, cut-out samples, D 2829	\$ 165	Swell, CT 305	\$ 165
Roofing Materials Analysis, D 2829	\$ 500	Unit Weight sample or core, D 2726, CT 308	\$ 90
Roofing Tile Absorption, (set of 5), UBC 15-5	\$ 190	Aggregates	
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 190	Absorption, Coarse, C 127	\$ 35
Masonry		Absorption, Fine, C 128	\$ 35
Brick Absorption, 24-hour submersion, C 67	\$ 45	Clay Lumps and Friable Particles, C 142	\$ 100
Brick Absorption, 5-hour boiling, C 67	\$ 55	Cleaness Value, CT 227	\$ 120
Brick Absorption, 7-day, C 67	\$ 60	Crushed Particles, CT 205	\$ 140
Brick Compression Test, C 67	\$ 45	Durability, Coarse, CT 229	\$ 130
Brick Efflorescence, C 67	\$ 45	Durability, Fine, CT 229	\$ 130
Brick Modulus of Rupture, C 67	\$ 40	Los Angeles Abrasion, C 131 or C 535	\$ 180
Brick Moisture as received, C 67	\$ 35	Mortar making properties of fine aggregate, C 87	\$ 275
Brick Saturation Coefficient, C 67	\$ 50	Organic Impurities, C 40	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 60	Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 390
Concrete Block Conformance Package, C 90	\$ 440	Sand Equivalent, CT 217	\$ 90
Concrete Block Linear Shrinkage, C 426	\$ 120	Sieve Analysis, Coarse Aggregate, C 136	\$ 105
Concrete Block Unit Weight and Absorption, C 140	\$ 55	Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 105
Cores, Compression or Shear Bond, CA Code	\$ 55	Sodium Sulfate Soundness (per size fraction), C 88	\$ 160
Masonry Grout, 3x3x6 prism compression, UBC 21-18	\$ 30	Specific Gravity, Coarse, C 127	\$ 75
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 30	Specific Gravity, Fine, C 128	\$ 85
Masonry Prism, half size, compression, UBC 21-17	\$ 110		

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
	<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: Consultant agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Consultant while engaged by Consultant in the (performance of this agreement) construction of this project.

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

EXHIBIT C