



AGENDA REPORT

Meeting Date: August 3, 2010

Item Number: G-7

To: Honorable Mayor & City Council

From: Ara Maloyan, Deputy City Engineer
Anne Zaworski, Principal Civil Engineer

Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RKA CONSULTING GROUP TO PROVIDE ENGINEERING DESIGN AND CONSTRUCTION BID SUPPORT SERVICES FOR THE FY 2010/2011 EASTSIDE WATERMAIN/HYDRANT REPLACEMENT PROJECT; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$269,260 TO RKA CONSULTING GROUP

Attachments:

1. Agreement
2. Exhibit A - Location Map

RECOMMENDATION

It is recommended that the City Council approve the "Agreement between the City of Beverly Hills and RKA Consulting Group, to provide engineering design and construction bid support services for the FY2010/2011 Eastside Water Main/Hydrant Replacement Project", and issuance of a purchase order to RKA Consulting Group, in the amount of \$269,260.

INTRODUCTION

The Beverly Hills water distribution system represents a major capital and operating investment. As pipes deteriorate and begin to fail, a program to cost-effectively replace deteriorated pipelines is an important part of system maintenance. According to the City's 2002 Water Master Plan, a total of 901,746 LF (171 miles) of distribution pipe makes up the City's existing waterline inventory serving 3,642 acres within the Beverly Hills City limits and 368 acres within West Hollywood City limits.

DISCUSSION

According to the 2002 Water Master Plan, the City's water distribution system is composed of:

- 44.4% (76 miles) of 4" to 24" ductile iron,
- 43.7% (75 miles) of 2" to 16" cast iron,
- 8.4% (14 miles) of 2" to 24" steel pipe and
- 3.4% (6 miles) of 1" to 18" unrecorded material; of which,
 - 32 miles were installed between 1912 and 1950 (primarily cast-iron and steel),
 - 103 miles were installed between 1950 and 2000 (primarily ductile iron post-1978),
 - 36 miles were installed during an unknown decade.

Post 1950; it became apparent that cast-iron waterline pipes displayed brittleness and consequently pipe manufacturers worked on metallurgy revisions and cast-iron was replaced by a newly developed material called ductile iron. These days the most common materials utilized in waterlines are ductile-iron, PVC and steel with ductile-iron and PVC being easier to install, generally more economical and more durable in corrosive soils while steel tends to be more user-friendly in runs with more bends.

Between 1954 and 1985, 3.6 miles of 4" to 18" cast iron and steel water distribution lines were rehabilitated by relining their interior. Between 2000 and to date, an additional 21.5 miles of 2" to 18" cast-iron and steel water pipeline have been replaced with an equal or larger diameter ductile iron line.

In April 2010, staff sent out Requests for Proposal (RFP) to provide engineering design and bid/construction support services for the replacement of 5 miles of pre-1950 4" to 8" cast iron water mains on the City's southeast side (south of Wilshire Boulevard and east of Cañon Drive). This FY10/11 Capital Improvement Project will complete the replacement of those older cast-iron and steel waterlines in the Southside of the City.

By June 1 2010, staff received proposals from three consultants (Albert A. Webb Associates, MWH Americas Inc., and RKA Consulting Group). Engineering staff reviewed and evaluated these proposals based on the Qualifications-Based Selection (QBS) process established by the United States Congress as 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 QBS procurement, the cost of the work is not considered when making the initial selection of the best or most appropriate provider of the professional service required.

The evaluation process resulted in staff's unanimous selection of RKA Consulting Group to provide the engineering design and bid/construction support services for the replacement of the last 5 miles of 60+ year old water distribution lines within the south side of the City.

Meeting Date: August 3, 2010

Staff recommends approval of an agreement with RKA Consulting Group for the design, preparation of contract documents and bid/construction support services for replacement of the waterlines at the locations identified in Exhibit A.

FISCAL IMPACT

Funds for this project are provided as follows:

FUND	PROJECT NUMBER	SUB-PROJECT NUMBER	FUNDING SOURCE	AMOUNT
80	796	35-80-0796-85040	80 Water Enterprise Net Assets	\$269,260



Scott Miller
Finance Approval



David Gustavson
Approved By

Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
RKA CONSULTING GROUP TO PROVIDE ENGINEERING
DESIGN AND CONSTRUCTION BID SUPPORT SERVICES FOR
THE FY 2010/2011 EASTSIDE WATERMAIN/HYDRANT
REPLACEMENT PROJECT

NAME OF CONSULTANT: RKA Consulting Group

RESPONSIBLE PRINCIPAL OF CONSULTANT: Dominic C. Milano, President

CONSULTANT'S ADDRESS: 398 S. Lemon Creek Drive, Suite E
Walnut, California 91789
Attention: Dominic C. Milano, President

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: August 4, 2010

TERMINATION DATE: Upon satisfactory completion of services
under this Agreement

CONSIDERATION: Not to exceed \$269,260.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
RKA CONSULTING GROUP TO PROVIDE ENGINEERING
DESIGN AND CONSTRUCTION BID SUPPORT SERVICES FOR
THE FY 2010/2011 EASTSIDE WATERMAIN/HYDRANT
REPLACEMENT PROJECT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and RKA Consulting Group, a California Corporation, (hereinafter called "CONSULTANT" or "RKA").

RECITALS

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

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

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

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

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

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

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single

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

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

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

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

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

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

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

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

Section 12. Indemnification.

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

(b) In connection with all claims not covered by Paragraph (a), CONSULTANT shall defend, hold harmless and indemnify Indemnities from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to CONSULTANT's performance of this Agreement. CONSULTANT shall defend Indemnities in any action or actions filed in connection with any such claims with counsel of Indemnities' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

Section 13. Termination.

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

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

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

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

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of twenty (20) years. CITY shall have access, without charge, during normal business hours to such

records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

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

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

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

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

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

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

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

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

EXECUTED the ____ day of _____ 2010, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

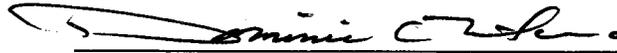
[signatures continue]

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT:

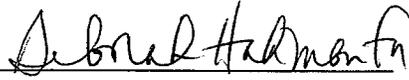


DOMINIC C. MILANO
President



DAVID G. GILBERTSON
Executive Vice President/Corporate 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 WORK

CONSULTANT shall perform the following services:

The Scope of Work outlined below is specific for the "Eastside Water Main Replacement Project". The Scope of Work will follow and combine the primary categories as defined in the Request For Proposals, however, the intention of our team's proposal is not to detail out every individual task that may arise throughout the project management and design phases, but instead to highlight the important or critical ideas that we have come to understand with the years of experience that we have gained from projects similar to these.

Abbreviations are used to designate which consultant is proposed to provide the identified services. The abbreviations are as follows:

RKA = RKA Consulting Group (Prime Consultant)

KEL = Kelsoe Associates (Sub-Consultant)

KANA = Kana Pipeline, Inc. (Sub-Consultant)

The following revised Scope of Work indicates the Scope of Work Plan, dated May 27, 2010 (detailed in email correspondence dated May 28, 2010) The revised portions of the Scope of Work are denoted in bold and reference is made to the map provided by the CITY dated 5/27/2010. This map is provided as a Attachment 1 to Exhibit A. The estimated schedule of work is set forth in Attachment 2 to Exhibit A.

Phase 1 – Preliminary Engineering Services

Task 1 - As-Built Research, Investigation, and Review (RKA)

Under general direction of the CITY, RKA's team shall be responsible for coordinating and conducting the project kickoff meeting to introduce project team members which will foster partnering and establish lines of communication through the project development. In addition, following are some key items to include:

- RKA will come to the table prepared to discuss the critical items that can be encountered for water line projects in the early stages of the life of a project.
- The schedule of the project will be further discussed to address the critical path for the design of all of the water lines.
- The key reports and plans as well as format will be discussed to ensure proper development at the beginning of the project.
- In conjunction with the CITY, schedule a time to perform the necessary research of the record drawings that include the waterlines in the project location.

Task 2 - Utility Research and Notification (RKA)

The following procedures will be followed for "Utility Research and Notification" throughout the design process.

- Identify and coordinate with the utility companies for verification of existing utilities, potential conflicts, utility upgrades, etc.
- The first Utility Notices will be prepared and distributed to all affected agencies as identified through "Dig-Alert" and other field investigations.
- Provide preliminary notification and plans to the affected utility agencies for their review and comment.
- Monitor response of utility notices received for the project and provide recommendations for mitigating conflicts through the use of a detailed utility coordination log.
- Provide notice and approved plans to affected utility agencies requesting them to coordinate for potential upgrades, adjustments, and/or relocations.

Phase 2 – Field Survey

Task 3 - Ground Control/Aerial Survey (KEL)

- Aerial Topography and Field Topography:
 - Establish horizontal and vertical control based upon City of Beverly Hills standard requirements.
 - Construct ground control points.
 - Provide aerial topography with 1.0 foot contour intervals. Topography will extend 10 feet beyond existing right of way to ensure an adequate picture base for the Field Topographic Survey.
 - Perform field survey to locate visible evidence of existing utilities (valves, manholes, fire hydrants, etc.) along the proposed pipeline route.
 - The additional field survey will complement the aerial topography by locating these items not visible due to obstructions (trees, buildings, etc.)
 - Locate readily available centerline monuments along proposed pipeline route as needed to calculate centerline location from record data.

Phase 3 – Preliminary Engineering Design

Task 4 - Preliminary Design (RKA)

Upon compiling the data received from research of existing information, understanding the CITY's goals, and completion of the field survey, RKA will prepare the preliminary alignments for the water lines (for the preliminary design, 20 scale plan view only will be submitted). Following are some of the included tasks:

- The preliminary plans will describe the proposed horizontal alignments, which account for possible conflicts with existing features (sanitary sewer, gas lines, and overhead power lines/utility poles). Due to the narrow width of the alley and realizing some of the residents access properties from the alley, special care will need to be taken during the alignment design to minimize impact.
- This submittal will include the full alignment study, consider traffic circulation during construction, and will address the tie-ins to the existing system and abandonment of the old pipelines. We intend to meet with the engineering and operational staff to discuss the logic and the pros and cons of the proposed pipeline alignment.
- Through the field survey and preliminary design, all of the existing services will be located to ensure all customers are accounted for.
- During the preliminary investigation of the project site it was identified that the existing water lines are located approximately five (5) feet away from the centerline. In addition, the existing gas lines are located on the opposite side of the alley. Since the width of the alleys are 15 feet wide, the placement of the new water lines will need to be vetted out during the preliminary design process. RKA will present options for installing the replacement lines while maintaining service to all customers.
- Due to the narrow dimension of the alleys and the existence of several utilities, the plans will be prepared at 20 scale (1" = 20') for clarity.

Phase 4 – Final Engineering Design

RKA's approach to complete this project successfully is not only preparing a good and well thought out engineering plan but a design that is cost effective, fully executable in the field and has the least impact on water shut downs. The sequence of executing the plan during construction and switching of the water services to the newly constructed pipeline will play a major role in timely completion and reduced impact on the water shut downs. It is critical that the focus is on the accuracy of a good design from both the constructability as well as operationally. Based upon the experience RKA has in preparing water line plans similar to this project, RKA proposes to modify the submittal sequence to more effectively utilize time and budget. In addition, the engineering design phase will only commence after CITY approval of the proposed alignment. Therefore, a submittal sequence of 50%, 90%, and 100% (final

design) would make better use of the CITY resources for this project. All submittals of plans throughout this phase will be 20 scale plan and profile, which is necessary to detail potential crossing issues. If the CITY desires an alternate scale or use of plan view only, RKA is willing to discuss these options.

Task 5 - Engineering Design (RKA/KANA)

- The 50% design submittal will expand upon the preliminary design and will incorporate comments received from the CITY, as well as thorough in-house review. Connection details with contingency plans for a back up water source and delivery in case of unforeseen field complications will be included. The 50% submittal will be presented with the idea of sequence of the work in a manner acceptable to the CITY's field operational staff to ensure all cautionary measures are taken into consideration for minimum impact on the water distribution system, fire protection and the water customers. We plan to meet with CITY staff to present the 50% submittal and discuss issues which are critical at the time of chlorination / disinfection, bacteriological testing and tie-ins to the existing water distribution system as well as transferring of the existing water connections to the new pipeline.
- The 90% submittal will be the full project design with all aspects of construction, sequence of work, consideration for the tie-ins during the least critical time period of the day, availability of the operational personnel, consideration of the traffic circulation, hydrostatic pressure testing, bacteriological testing, details and engineering cost estimates.
- In addition, cross-sections will be prepared approximately at critical intersections for this submittal. The cross-sections will identify approximate location and depth (based upon available record data) of existing utilities, which are believed to be gas, water, and sewer.
- At the completion of the 50% and 90% review by the CITY, RKA will schedule a review meeting with the CITY to discuss any critical design issues. This will also ensure that additional submittals will be eliminated.
- Prior to preparation of the 100% (final design), utility verification (potholing) shall be utilized. Although it is not specifically called out for in the RFP, it is a critical task that will ensure a more accurate design.
- In order to accurately depict the location of all critical crossing and connection points to the new water lines, RKA will coordinate and conduct the necessary potholing of the existing utilities and accurately depict the horizontal and vertical locations on the plans based upon the established project control. For proposal purposes, RKA has estimated the need for fifty (50) locations throughout the project limits.

- The potholes will include permanent asphalt concrete repair through a grind and cap placement extending twelve (12) inches beyond the width of the hole.

Task 6 - Engineer's Quantity and Cost Estimate/Construction Specifications and Bid Documents (RKA)

- As part of the final bid package, RKA will incorporate all comments from previous project submittals and provide one set of signed Mylars, a final engineer's quantity and cost estimate and technical specifications to be incorporated into the CITY's standard boilerplate specifications.
- Traffic control and detour information required for the streets surrounding the alleys will be included in the Special Provisions of the specifications. Since all work will be within the alleys and adjacent residential streets, a full traffic control plan is not necessary for this project. The contractor will be required to adhere to the guidelines set forth in the California Manual of Uniform Traffic Control Devices (latest edition), while devising the necessary plan.

Phase 5 – Engineering Support During Bidding and Construction

Once the final PS & E are submitted and approved, RKA will assist the CITY with ensuring smooth bidding and construction phases. A further itemized scope of services that will provide the detail of work expected to be provided in the task of the project follows.

Task 7– Bid and Construction Support

- During the project bidding, RKA will provide interpretation to the plans and technical specifications that may arise.
- If addenda are deemed necessary by the CITY, RKA will provide revisions to the affected documents and assist the CITY with clearly conveying the revisions.
- During construction, RKA will review RFIs and submittals and provide a written response within three (3) business days of receipt. For proposal purposes, it is assumed that there will be twelve (12) submittals for this project.

Task 8– Construction Staking

Construction staking will be provided as follows:

- Provide water line stakes at 50' intervals and at all BCs, ECs, angle points, and grade breaks.
- Provide two stakes for each hydrant and service locations.

Task 9– Record Drawing and Preparation

- RKA will incorporate all red-line comments prepared by the Contractor and project inspector and prepare final ink on Mylar “as-built” record plans. In addition, RKA will provide electronic as-built plans on CD or DVD in an acceptable format to the CITY. The as-built drawings shall be provided to the CITY’s Construction Manager and approved prior to the project completion.

Optional Tasks

The following tasks are not requested in the RFP prepared by the CITY, however, based upon the experience RKA has gained in performing these projects, should be considered by the CITY.

Optional Task A - SWPPP Preparation

This is a Contractor task and will not be included.

- Although the projects involve separate alignments on separate streets, the close proximity of the projects can justify the preparation of one (1) Storm Water Pollution Prevention Plan (SWPPP) for all of these projects combined.
- Storm water pollution prevention is a problem facing every construction project. The preparation of a SWPPP and coordination with CITY staff regarding storm water pollution prevention will be incorporated throughout the design process. However, it is not believed that any of these projects fall under any of the categories listed within the Development Planning Program (Standard Urban Storm Water Mitigation Plan), which would require the preparation of a SUSMP for post-construction storm water control. The fee for the preparation of the SWPPP is included as an optional fee.

Optional Task B - Geotechnical Investigation

- The waterlines are expected to be shallow, and therefore unnecessary to perform a geotechnical investigation. RKA will review the project with a geotechnical engineer, if necessary, at no additional cost to the CITY. If a complete geotechnical report is requested by the CITY, a separate scope of work and fee proposal will be prepared.

Project Deliverables

The following are deliverables for Phase 1 - Preliminary Engineering Services:

- Copies of utility notices.

The following are deliverables for Phase 2 - Field Survey:

- Aerial survey and base map.

The following are deliverables for Phase 3 - Preliminary Engineering Design:

- Conceptual and preliminary design plans, specifications and cost estimates for all water line projects.

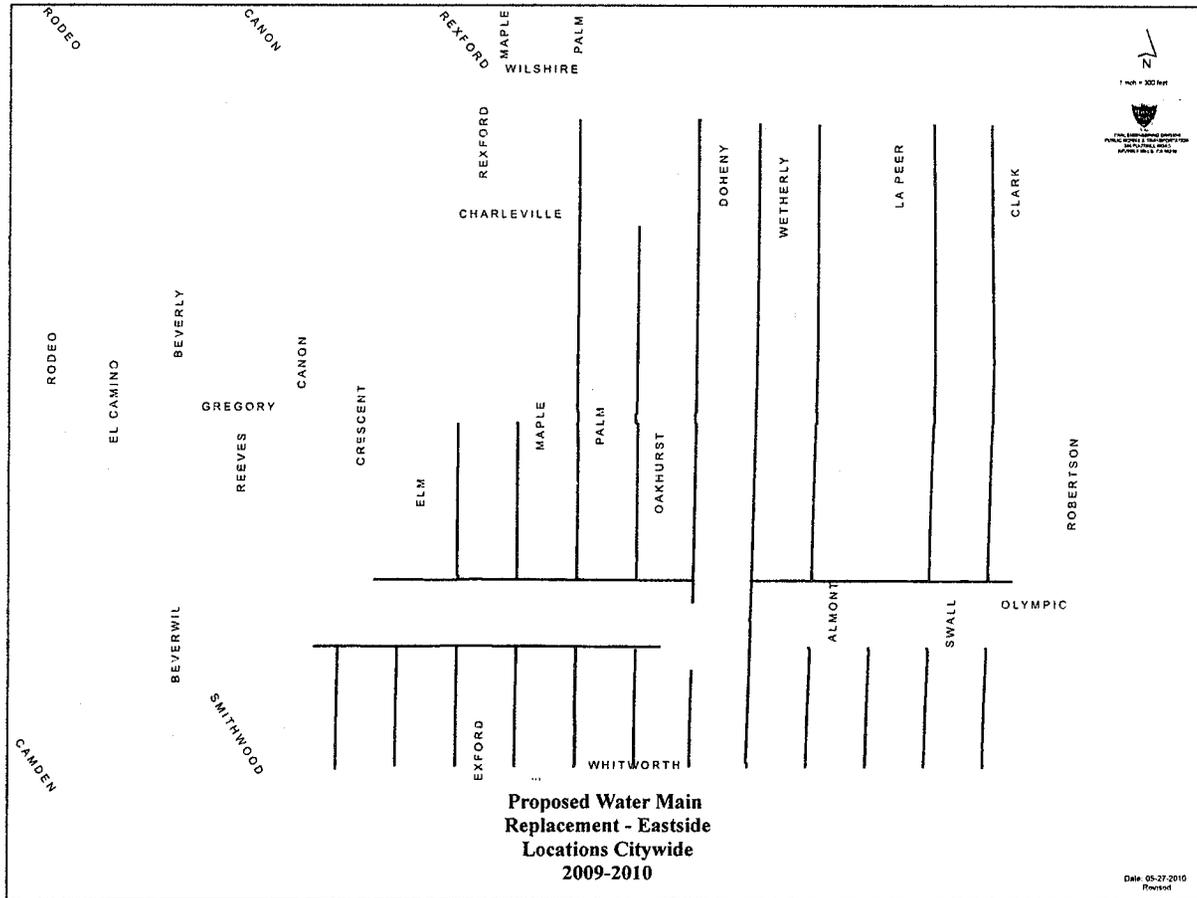
The following are deliverables for Phase 4 - Engineering Design:

- Pothole information.
- 100% improvement plan preparation, including final specifications and cost estimates (one set of reproducible mylars, two bond copies of the signed plans, two copies of the approved specifications, two copies of the final construction cost estimate, and one electronic copy of the completed design products).

The following are the deliverables for the Phase 5 - Engineering Support During Bidding and Construction:

- Preparation and advertising of bid notices for construction.
- Preparation of "as-built" plans from the red line mark ups

ATTACHMENT 1 TO EXHIBIT A
 PROPOSED WATER MAIN REPLACEMENT
 EAST SIDE LOCATION
 CITY-WIDE



ATTACHMENT 2 TO EXHIBIT A

SCHEDULE

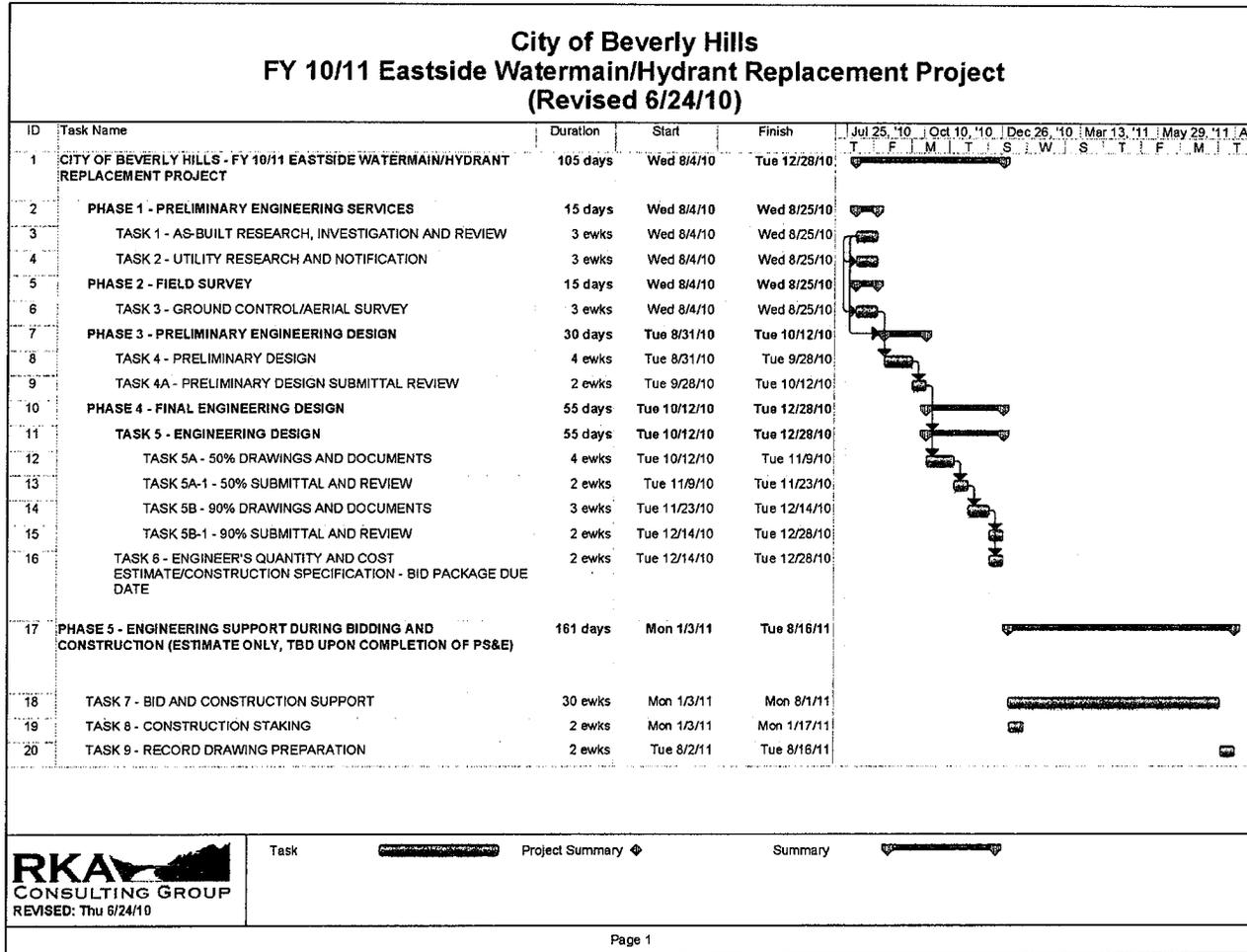


EXHIBIT B
SCHEDULE OF PAYMENT AND RATES

	Project Principal \$180/hr	Project Manager \$160/hr	Project Engineer \$140/hr	Design Engineer \$110/hr	Research \$50/hr	Sub-consultant Fees		Total Labor Hours	Total Fee
						Survey	Utility Pothole		
Phase 1 - Preliminary Engineering Services									
Task 1 - As-Built Research, Investigation and Review	8	16	16	32	0	0	0	72	
Task 2 - Utility Research and Notification	0	8	24	36	8	0	0	76	
Phase 1 Subtotal Hours	8	24	40	68	8	0	0	140	
Phase 1 Subtotal Fee	\$ 1,440	\$ 3,840	\$ 5,600	\$ 7,480	\$ 400	\$ 0.00	\$ 0.00	\$ 18,760	\$ 18,760
Phase 2 - Field Survey									
Task 3 - Ground Control/Aerial Survey	0	4	8	4	0	\$28,600	0	28616	
Phase 2 Subtotal	0	4	8	4	0	\$ 0.00	0	28616	
Phase 2 Subtotal Fee	\$ -	\$ 640	\$ 1,120	\$ 440	\$ 0.00	\$ 28,600	\$ 0	\$ 30,800	\$ 30,800
Phase 3 - Preliminary Engineering Design									
Task 4 - Preliminary Design	14	56	94	78	0	0	0	242	
Phase 3 Subtotal	14	56	94	78	0	0	0	242	
Phase 3 Subtotal Fee	\$ 2,520	\$ 8,960	\$ 13,160	\$ 8,580	\$ 0.00	\$ -	\$ -	\$ 33,220	\$ 33,220
Phase 4 - Final Engineering Design									
Task 5 - Engineering Design	38	180	198	100	0	\$4,000	\$38,000	42516	
Task 6 - Engineer's Quantity and Cost Estimate/Construction Specification	8	20	20	16	20	0	0	84	
Phase 4 Subtotal	46	200	218	116	20	\$ 0.00	\$ 0.00	42600	
Phase 4 Subtotal Fee	\$ 8,280	\$ 32,000	\$ 30,520	\$ 12,760	\$ 1,000	\$ 4,000	\$ 38,000	#####	\$ 126,560
Phase 5 - Engineering Support During Bidding and Construction									
Task 7 - Bid and Construction Support	8	32	40	20	0	0	0	100	
Task 8 - Construction Staking	0	4	8	16	0	\$31,000	0	31028	
Task 9 - Record Drawing Preparation	4	16	24	40	0	0	0	84	
Phase 5 Subtotal	12	52	72	76	0	\$ 0.00	\$ 0.00	31212	
Phase 5 Subtotal Fee	\$ 2,160	\$ 8,320	\$ 10,080	\$ 8,360	\$ 0.00	\$ 31,000	\$ -	\$ 59,920	\$ 59,920
Total Labor Hours	80	336	432	342	28	0	0	73952	
Total Fee (not including optional task)								#REF!	\$ 269,260.00



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.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

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

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

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

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

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

DATE: _____

BY: _____
 Authorized Insurance Representative

AGENCY: _____

TITLE: _____
 ADDRESS: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
8/28/2009

PRODUCER
Dealey, Renton & Associates
P. O. Box 10550
Santa Ana CA 92711-0550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
RKA Consulting Group
398 Lemon Creek Drive, Suite E
Walnut CA 91789

Handwritten signature and date: J. [Signature] 8/28/09

INSURERS AFFORDING COVERAGE

- INSURER A. Travelers Property Casualty Co of Ameri
- INSURER B. Travelers Indemnity Co. of Connecticut
- INSURER C. American Automobile Ins. Co.
- INSURER D. Zurich American Insurance Co.
- INSURER E.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6804848L062	9/1/2009	9/1/2010	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	BA4903L96A	9/1/2009	9/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP2207T216	9/1/2009	9/1/2010	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80976053	9/1/2009	9/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	OTHER Professional Liability Claims Made	EOC930590607	9/1/2009	9/1/2010	Per Claim \$1,000,000 Annual Aggr. \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 General Liability policy excludes claims arising out of the performance of professional services.
 Re: All Operations The City of Beverly Hills, its City Council and each member thereof and every officer and employee of the city are Additional Insured as respects to general and hired and non-owned auto Liability coverage as required by written contract. Primary and Non-Contributor applies to general liability coverage. Waiver of Subrogation included in Work Comp coverage.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER

CANCELLATION 10 Day Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills CA 90210

AUTHORIZED REPRESENTATIVE

Handwritten signature: Daniel [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

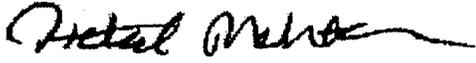
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 8/28/2009	Countersigned By:
Named Insured: RKA Consulting Group	 (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): Re: All Operations The City of Beverly Hills, its City Council and each member thereof and every officer and employee of the city
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: RKA Consulting Group

Policy Number WZP80976053

Producer: Dealey, Renton & Associates

Effective Date 8/28/2009

Schedule

Person or Organization

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills CA 90210

Job Description

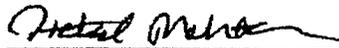
Re: All Operations The City of Beverly Hills, its City Council and each member thereof and every officer and employee of the city

Additional Premium %

We have the right to recover our payments from anyone liable for an injury- covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Attachment 2

Exhibit A – Location Map



1 inch = 300 feet



CIVIL ENGINEERING DIVISION
 PUBLIC WORKS & TRANSPORTATION
 345 FOOTHILL ROAD
 BEVERLY HILLS, CA 90210

**Proposed Water Main
 Replacement - Eastside
 Locations Citywide
 2009-2010**

Date: 07-27-2010
 Revised