



## AGENDA REPORT

**Meeting Date:** May 17, 2011  
**Item Number:** F-9  
**To:** Honorable Mayor & City Council  
**From:** Ara Maloyan, Deputy City Engineer *AM*  
Anne Zaworski, Principal Civil Engineer *AZ*  
**Subject:** APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KEC ENGINEERS INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE PREPARATION OF CONSTRUCTION DOCUMENTS AND THE PROVISION OF BID SUPPORT AND CONSTRUCTION INSPECTION SERVICES REQUIRED FOR THE RECONSTRUCTION OF HEATH AVENUE; AND  
  
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$101,720 TO KEC ENGINEERS INC.  
  
**Attachments:** 1. Agreement  
2. Location Map

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### RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and KEC Engineers Inc. to provide design, construction bid and inspection support services related to the reconstruction and/or repaving of Heath Avenue between Olympic Boulevard and the cul-de-sac, including the preparation of Contract Documents; and approve the issuance of a purchase order to KEC Engineers Inc. in the amount of \$101,720.

### INTRODUCTION

The City of Beverly Hills has no historic street improvement plans for Heath Avenue because it was improved by the City of Los Angeles, prior to its entire annexation in 1999 to the City of Beverly Hills. The scope of work for Heath Avenue reconstruction

project includes engineering design and bid/construction support services for the reconstruction and/or overlay of this existing paved street whose west right-of-way line coincides with the city's west city limit line. The entire street has drainage deficiencies. The length of Heath Avenue proposed for improvements is approximately 2,500 LF and it's total right-of-way width is 30 feet with an average pavement Condition Index of 25 (New Construction = 100) (See Attachment 2). The following utilities exist under Heath Avenue: city-owned sewer and water lines and a 6" Venoco-owned Oil Transmission Line. The sewer line (an 8" vitrified clay pipeline installed in 1937) was just videoed under the City's current "Sewer Rehabilitation" CIP and determined to be in very good condition. The 8" waterline was replaced in 1997 under a "Waterline Replacement" CIP. During the proposal phase; staff contacted Venoco's Operations Supervisor who indicated that their last regulated pressure test was conducted in 2009 which confirmed that the line is in good condition and consequently Venoco has no plans for any repair / replacement work for this line at any time in the future. (Industry regulations require pressure testing every 5 years).

## **DISCUSSION**

In October 2010, staff sent out invitations for request for proposal (RFP) to provide professional engineering services for the "Reconstruction of Heath Avenue". By November 16, 2010, staff received proposals from four consultants (KEC Engineers; Psomas, Rick Engineering and RKA Consulting). During the following 4 months; the Engineering Division lost 25% of their CIP staff resulting in the review and evaluation of these proposals having to be delayed for 4 months. At this time; engineering staff reviewed and evaluated these proposals based on the Qualifications-Based Selection (QBS) process established by the United States Congress as a part of the Brooks Act (Public Law 92-582) and further developed as a process for public agencies to use for the selection of architectural and engineering services for public construction projects Section 4526 of the California Government Code). It is a competitive contract procurement process; whereby, consulting firms submit qualifications to a procuring entity (owner) who evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget and consultant fee. Under a QBS procurement, the cost of the work (price) is not considered when making the initial selection of the best or most appropriate provider of the professional service required.

The evaluation process resulted in staff's unanimous selection of KEC Engineers, Inc. to prepare the requested design and construction contract documents and to provide construction support services for the reconstruction of Heath Avenue.

Staff recommends approval of an agreement with KEC Engineers for the engineering design, subsequent preparation of construction Contract Documents and bid/inspection support services for the rehabilitation of Heath Avenue to increase its remaining lifespan by at least 25 years.

The project timeline is as follows:

May 18, 2011:	Project Design Start
August 24, 2011:	Advertize Bids for Project Construction
October 18, 2011:	Construction Award
December 21, 2011:	Construction Complete

Meeting Date: May 17, 2011

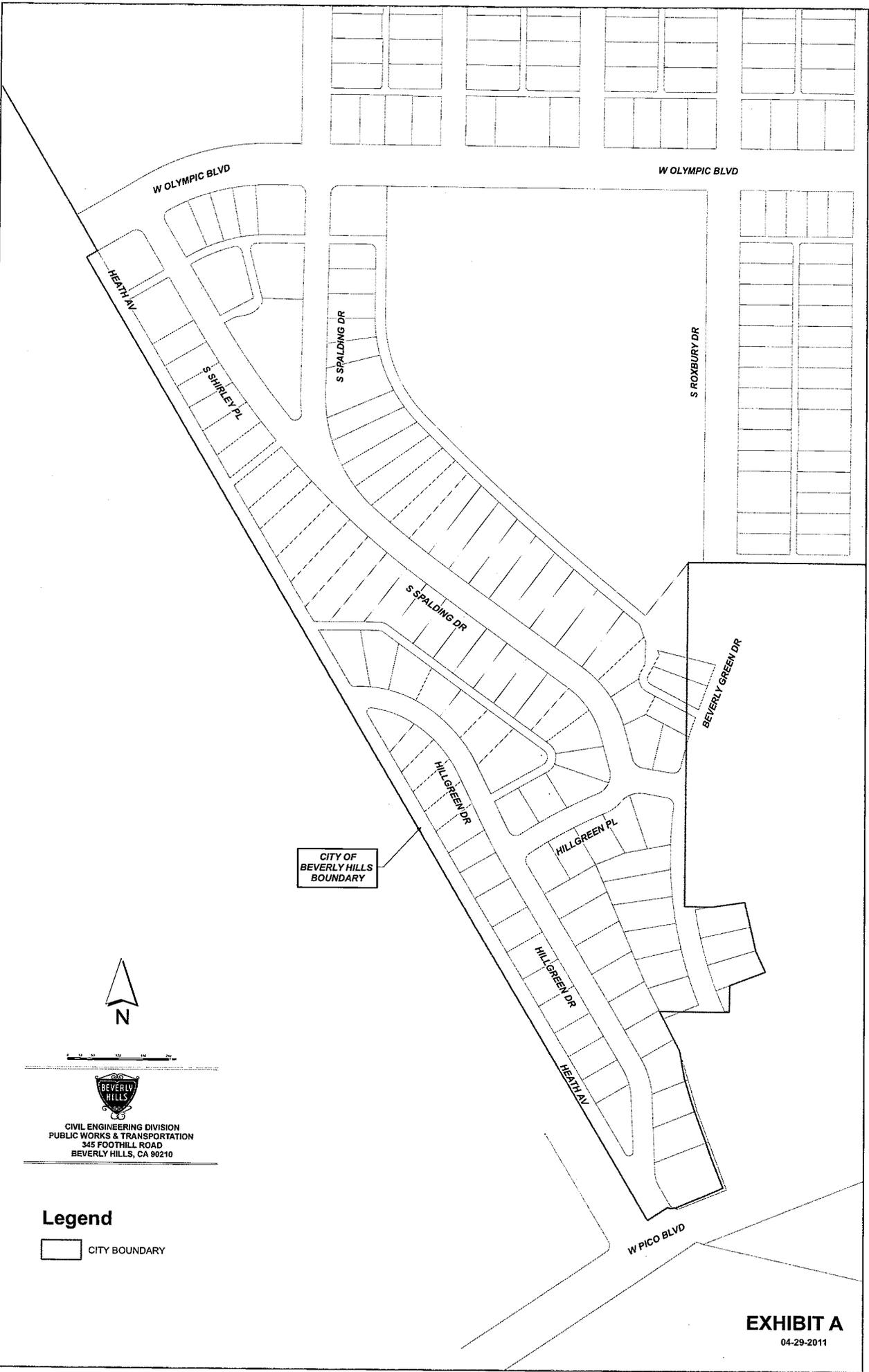
**FISCAL IMPACT**

Funds for this project are provided as follows:

<u>FUND</u>	<u>PROJECT NUMBER</u>	<u>SUB-PROJECT NUMBER</u>	<u>FUNDING SOURCE</u>	<u>AMOUNT</u>
06	195	35-06-0195-85040	06 General Fund	\$101,720

  
\_\_\_\_\_  
Scott Miller  
Finance Approval

  
\_\_\_\_\_  
David Gustavson  
Approved By



**EXHIBIT A**

04-29-2011

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KEC ENGINEERS INC TO PROVIDE PROFESSIONAL SERVICES FOR THE PREPARATION OF CONSTRUCTION DOCUMENTS AND THE PROVISION OF BID SUPPORT AND CONSTRUCTION INSPECTION SERVICES REQUIRED FOR THE RECONSTRUCTION OF HEATH AVENUE

NAME OF CONSULTANT: KEC Engineers Inc

RESPONSIBLE PRINCIPAL OF CONSULTANT: Kavous Emami, P.E., Principal Engineer

CONSULTANT'S ADDRESS: 13201 9th Street  
Chino, CA 91710  
Attention: Kavous Emami, P.E., Principal Engineer

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: May 19, 2011

TERMINATION DATE: Upon satisfactory completion of services

CONSIDERATION: Not to exceed \$ 101,720, as more fully described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KEC ENGINEERS INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE PREPARATION OF CONSTRUCTION DOCUMENTS AND THE PROVISION OF BID SUPPORT AND CONSTRUCTION INSPECTION SERVICES REQUIRED FOR THE RECONSTRUCTION OF HEATH AVENUE

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

RECITALS

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

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

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 receipt of a written 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.

(b) Expenses. CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

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

Section 4. **Method of Payment.** Unless otherwise provided for herein, CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the 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 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 shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

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

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

Section 11. Insurance.

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

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

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

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

(4) Professional Liability Insurance.

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-contractors 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 and auto 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 its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

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

#### 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 10 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. CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

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

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

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

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

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

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

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other

covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

CONSULTANT:  
KEC ENGINEERS, INC.

\_\_\_\_\_  
KAVOUS EMAMI  
President

\_\_\_\_\_  
PAMELA EMAMI  
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 Scope of Work in connection with the reconstruction of Heath Avenue, Beverly Hills and more fully described in Attachment 1 to this Exhibit.

1. Project start-up and research
2. Utility coordination
3. Field topographic survey
4. Geotechnical investigation, testing, inspection and report
5. Improvement plan preparation (preliminary & final engineering design)
6. Drainage study and improvement plans (preliminary & final engineering design)
7. Specifications (final design)
8. Engineering support during bidding and construction
9. Record drawings
10. Construction staking
11. Construction inspection

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**TASKS: CONSULTANT shall perform the following services**

**1.0 PROJECT START-UP AND RESEARCH**

- 1.1 Provide project start-up and conduct research of all “as-built” plans, utility records, soils data, centerline ties and right-of-way information, and other information, which may be pertinent from CITY and the County.

**2.0 UTILITY COORDINATION**

2.1 Provide Utility Coordination:

- Identify and coordinate with the utility companies for verification of existing utilities, potential conflicts, utility upgrades, etc.
- Provide notice and preliminary plans to the affected utility agencies for their review and comment.
- Monitor response of utility notices received by CITY and provide recommendations for mitigating conflicts.
- Provide notice and approved plans to affected utility agencies requesting them to coordinate for potential upgrades, adjustments, and/or relocations.
- Pothole utilities where necessary to identify their exact location to minimize conflicts during construction.
- Information will be summarized on a project base map.

**3.0 FIELD TOPOGRAPHIC SURVEY**

3.1 **Control Survey:**

- a. Obtain record maps, centerline ties (using CBH NAD horizontal control) and benchmarks from CITY and the County of Los Angeles.
- b. Establish horizontal and vertical control based on record data.

3.2 **Topographic Survey:**

- a. Perform field topographic and cross section survey at 25' intervals.
- b. Identify critical cross sections
- c. Topographic will extend from centerline to each right-of-way

3.3 **Mapping:**

- a. Reduce field data and prepare a 1"=20' topographic map with 1' contour intervals.
- b. Plot centerline and right-of-way based on available record maps and assessors data.

3.4 **Construction Staking:**

- a. Coordinate with the contractor for the construction staking
- b. Provide construction staking as required

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#### **4.0 GEOTECHNICAL INVESTIGATION, TESTING, INSPECTION AND REPORT**

- **Task I: Project set-up**

- 1- Co-ordinate site access with CITY
- 2- Acquire encroachment permit
- 3- Field reconnaissance to map the surface condition
- 4- Mark the boring locations in the field

- **Task II: Subsurface exploration**

- 1- Obtain subsurface information at the site
- 2- Obtain undisturbed and bulk samples of the various soils type for laboratory testing.

The borings will be drilled to depths about five (5) feet below ground surface(bgs) or to refusal, whichever is shallower. Soils will be continuously logged and classified by the geologist /engineer in the field by visual examination in accordance with the Unified Soil Classification System. Traffic Control will be based on Watch manual.

Undisturbed ring samples of the subsurface materials will be obtained at 1, 3 and 5 feet, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drop of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the boring will be recorded. After completion of boring within existing paved area, boreholes will be backfilled with soil cuttings Asphalt patching will be performed after completion of drilling if needed.

- **Task III: Laboratory testing**

Soil samples obtained during exploratory drilling will be tested in the laboratory for physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- 1- Moisture–density of in-situ samples
- 2- Sieve Analysis
- 3- Modified Proctor
- 4- R-Value

- Task IV: Engineering Analysis and Report**

Data obtained from exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present structural pavement sections design and construction recommendations in a geotechnical report, which will include the following items:

- 1- Description of existing asphalt concrete and base thickness
- 2- Description of on-site soils
- 3- Groundwater depth if encountered
- 4- Recommendation for over excavation and compaction
- 5- Sub grade preparation
- 6- Structural backfill
- 7- Suitability of on-site soils for use as compacted fill
- 8- Types of compacted fill (if required)
- 9- Recommended structural pavement sections for asphalt concrete for TI values provided by the City

- Task V: Field and laboratory Testing Services**

<b>FIELD TESTING SERVICES</b>		
<b>Task</b>	<b>Unit</b>	<b>No. of Unit</b>
Asphalt Field Technician (Street Inspector)	hour	8
Soil Field Technician	hour	8
Concrete Field Testing Technician	hour	4
Asphalt Field Technician (Field Coring & Sampling)	hour	4

<b>LABORATORY TESTING SERVICES</b>		
<b>Test</b>	<b>Unit</b>	<b>No. of Unit</b>
Soil/Base Compaction Lab Testing	test	2
Aggregate Gradation	test	1
Asphalt Extraction & Gradation Lab Testing	test	1
Stability Value	test	3
AC Bulk Density & Thickness	test	5
AC Max Theoretical Specific Gravity & Relative Compaction	test	1
Sand Equivalent Lab Testing	test	1
Concrete Compression Strength	test	3

<b>OFFICE SERVICES</b>		
<b>Task</b>	<b>Unit</b>	<b>No. of Unit</b>
Report	L.S,	1

**5.0 IMPROVEMENT PLAN PREPARATION (Preliminary & Final Engineering Design)**

- 5.1 Alley Improvement Plan Preparation.
- Prepare base sheets based on design survey.
  - Field review the entire project site to verify the accuracy of the base sheets.
  - Prepare preliminary and final alley improvement plans (plan and profile) for the proposed improvements scale (1" = 10' Plan, 1"= 20' profile) following CITY standard format.
  - Each sheet shall contain construction notes and quantities, applicable details, and legends with the standard CITY title block.
- 5.2 The Street Reconstruction / Drainage Plan shall be comprised of the following:
- Title Sheet
  - Demo Plan
  - Pavement / Drainage Plan
  - Sections and Details
  - Identify and assess critical sections of the Street
- 5.3 Prepare estimated quantities and Engineer's cost estimates

**6.0 DRAINAGE STUDY AND IMPROVEMENT PLANS (Preliminary & Final Engineering Design)**

- 6.1 This task involves the project Drainage Study, to include Hydrology calculations for existing and proposed conditions, Hydraulic calculation to size inlet, pipe and other drainage structures if required.
- Review existing drainage master plan and evaluate existing drainage facilities nearby the alleys and assess their physical conditions, locations, and hydraulic grade lines for adding new flows.
  - Identify, evaluate, and address critical drainage sections
  - Prepare a summary drainage report with calculations.
  - Prepare storm drain improvement plans and profiles to convey flows to the nearest possible existing drainage structure if required by the site condition.
  - Prepare estimated quantities and Engineer's cost estimates.

**7.0 SPECIFICATIONS (Final Design)**

- 7.1 Prepare preliminary and final detailed construction specifications in accordance with the City's Standard Plans and "Boiler Plate" specifications and the Standard Plans for Public Works Construction (Green Book).
- 7.2 Prepare preliminary and final quantity and cost estimates in MS Excel format for the proposed improvements.

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**8.0 ENGINEERING SUPPORT DURING BIDDING AND CONSTRUCTION**

- Respond to potential contractor's inquiries during the bid period.
- Assist city staff in evaluating the bids and checking references.
- Review, track, and respond to shop drawing submittals in a timely manner.
- Respond to RFIs in writing and resolve field related issues during construction.

**9.0 RECORD DRAWINGS**

- Revise the final design (As Builts) based on marked drawings and submit electronic CAD files in accordance with CITY CAD format requirements.

**10.0 CONSTRUCTION STAKING**

- Provide construction staking at 25-foot intervals.
- Establish centerlines and R/Ws line and grades.

**11.0 CONSTRUCTION INSPECTION**

- Walk and prepare a video inspection along the Heath Ave. prior to any construction. The documentation of the existing roadway and private property wall conditions will establish a reference point on the changes during and post construction.
- Attend all meetings and prepare meeting minutes.
- Provide full time inspection and prepare inspection diary during the course of construction including preparation of as-built mark-ups .
- Review and approve selected contractor's pay request.
- Review, negotiate, and make recommendations on change orders.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

#### I. COMPENSATION / RATES

- A. CITY shall compensate CONSULTANT for the satisfactory completion of services required by the Agreement in an amount not to exceed One Hundred Thousand, Five Hundred Twenty Dollars (\$100,520) for professional fees based on the hourly rates set forth in Attachment 1 to this Exhibit.
- B. Reimbursable expenses shall not to exceed One Thousand Two Hundred Dollars (\$1,200) for record drawing expenses, such as purchasing maps and records from Los Angeles County, and Caltrans, plotting, printing, deliveries, and mileage for project manager travel.
- C. In no event shall the total amount paid to CONSULTANT for professional fees and reimbursable expenses exceed One Hundred One Thousand, Seven Hundred Twenty Dollars (\$101,720).

#### II. SCHEDULE OF PAYMENT

CONSULTANT shall submit an itemized invoice to CITY upon satisfactory completion of each Task described in Exhibit A. CITY shall pay CONSULTANT the amount of such undisputed billing within thirty (30) days of receipt of it.

CITY OF Beverly Hills - PROFESSIONAL ENGINEERING SERVICES FOR Heath Ave PROJECT										
WORK CATEGORY:	Project Principal		Project Manager		Designer/Surveyor		Inspector		Other	Total
	\$220.00/hour		\$175.00/hour		\$145.00/hour		\$145.00/hour			
1.0- Project start up and research	8 hrs	\$ 1,760	12 hrs	\$ 2,100	10 hrs	\$ 1,450	0 hrs			\$ 5,310
2.0- Utility Coordination	2 hrs	\$ 440	10 hrs	\$ 1,750	10 hrs	\$ 1,450	0 hrs	\$ -		\$ 3,640
3.0- Topographic survey	3 hrs	\$ 660			42 hrs	\$ 6,090				\$ 6,750
4.0- Geotechnical services	2 hrs	\$ 440	29 hrs	\$ 5,005			59 hrs	\$ 8,555		\$ 14,000
5.0- Preliminary and Final improvement Plans	10 hrs	\$ 2,200	20 hrs	\$ 3,500	70 hrs	\$ 10,150	0 hrs	\$ -		\$ 15,850
6.0- Drainage Study and improvement plans	8 hrs	\$ 1,760	8 hrs	\$ 1,400	30 hrs	\$ 4,350	0 hrs	\$ -		\$ 7,510
7.0- Final Project Design, Plans & Specifications	10 hrs	\$ 2,200	10 hrs	\$ 2,625	5 hrs	\$ 725	0 hrs	\$ -		\$ 5,550
8.0- Engineering support	15 hrs	\$ 3,300	5 hrs	\$ 875			0 hrs	\$ -		\$ 4,175
9.0- Record Drawings	2 hrs	\$ 440	1 hrs	\$ 175	6 hrs	\$ 870	0 hrs	\$ -		\$ 1,485
10.0- Construction staking					50 hrs	\$ 7,250				\$ 7,250
11.0- Construction Inspection	5 hrs	\$ 1,100	4 hrs	\$ 700			160 hrs	\$ 23,200		\$ 25,000
Potholing Services (Lump sum)									\$ 4,000	\$ 4,000
Reimbursable Expenses									\$ 1,200	\$ 1,200
<b>Grand Total "Not To Exceed"</b>		<b>\$ 14,300</b>		<b>\$ 18,130</b>		<b>\$ 32,335</b>		<b>\$ 31,755</b>	<b>\$ 5,200</b>	<b>\$ 101,720</b>

**OUTSOURCING SERVICES**  
**(costs included above):**

Topographic Survey and Construction staking, **Kelsoe**  
 Geotechnical Services, **Converse**  
 Potholing services, **Kana**



13201 9th Street  
 Chino, CA 91710

Phone: (909) 628-6234

Fax: (909) 628-7320



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SP

DATE (MM/DD/YYYY)

05/10/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Solomon & Solomon Ins Brokers Lic #0C30562 23332 Mill Creek Dr Ste 135 Laguna Hills, CA 92653 Michael Nazari		949-583-0300  949-951-9342	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>KECEN-1</b>	FAX (A/C, No):
<b>INSURED</b> KEC Engineers, Inc. Kavous Emami 13201 Ninth St. Chino, CA 91710		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Golden Eagle Insurance		
		<b>INSURER B:</b> Employers Comp Ins		11512
		<b>INSURER C:</b> Landmark Insurance		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

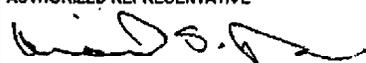
*dekk  
5/10/11*

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	GL8355605	11/19/10	11/19/11	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BA8822280	02/13/11	02/13/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$		CU8779213	11/19/10	11/19/11	EACH OCCURRENCE \$ 1,000,000
						AGGREGATE \$ 1,000,000 \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EIG113583802	02/13/11	02/13/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	<input type="checkbox"/> Professional Liability		LHR813940	05/12/10	05/12/11	Ea Occ 1,000,000
						Genl Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 \*10 day notice in the event of cancellation for non-payment of premium.  
 The certificate holder is hereby named as additional insured, General Liability Endorsement form GECG602 and Auto Liability Endorsement form GECA701 attached. Job description: Construction Management Services.  
 Job location: Health Avenue, Beverly Hills, CA.

<b>CERTIFICATE HOLDER</b>  City of Beverly Hills Public Works Department Attn: Anne Zaworski 345 Foothill Road Beverly Hills, CA 90210	<b>CITYOBH</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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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**

**ADDRESS**

- A.
- B.
- C.

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

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

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

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

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

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

DATE : \_\_\_\_\_ BY : \_\_\_\_\_

Authorized Insurance Representative

AGENCY : \_\_\_\_\_ TITLE : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT C**