



AGENDA REPORT

Meeting Date: May 17, 2011

Item Number: F-10

To: Honorable Mayor & City Council

From: Ara Maloyan, Deputy City Engineer
Juan Martinez, Civil Engineer

Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PSOMAS 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 THE T-ALLEY (LEXINGTON DR TO SUNSET BOULEVARD TO ALPINE DRIVE); AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$112,223 TO PSOMAS.

Attachments: 1. Agreement
2. Location Map

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and PSOMAS to provide design, construction bid and inspection support services related to the reconstruction and/or repaving of the T-alley located between Lexington Road, Sunset Boulevard and Alpine Drive including the preparation of Contract Documents; and approve the issuance of a purchase order to PSOMAS in the amount of \$112,223.

INTRODUCTION

The scope of work for the T-Alley reconstruction project includes engineering design and bid/construction support services for the reconstruction of this existing paved T-Alley that runs parallel and east of Rexford Drive (between 912 and 1010 Lexington Road and

dead-ending between 9599 and 9577 Sunset Boulevard) and parallel and north of Sunset Boulevard (between aforementioned N/S Alley and 909 Alpine Drive). The entire alley has drainage deficiencies (primarily resulting from private property drainage pipes outletting directly into the alley) The length of the T-Alley proposed for improvements is approximately 1,300 LF and it's total right-of-way width is 20 feet (between Lexington and Sunset) and varies from 20' to 38' approx (between Alpine and T Alley) See attachment No 2. The following utilities exist under the alley: City-owned Storm Drain (Abandoned), two City-owned Sewer lines and two City-owned Waterlines (one Active and one Abandoned)

DISCUSSION

In October 2010, staff sent out invitations for a request for proposal (RFP) to provide professional engineering services for the "Reconstruction of the T-Alley". By November 16, 2010, staff received proposals from four consultants (KEC Engineers; Psomas, Rick Engineering and RKA Consulting). Two main factors delayed staff's review of these proposals:

- Between November 2010 and March 2011 the Engineering Division lost 25% of their CIP staff due to the city's Early Retirement Program; and
- Engineering staff have been awaiting completion of the new home construction at both 9577 Sunset Blvd and 900 Alpine Dr whose rear property lines immediately front the project alley.

Engineering staff have completed the evaluation of 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 PSOMAS to prepare the requested design and construction contract documents and to provide construction support services for the reconstruction of the T-Alley.

Staff recommends approval of an agreement with PSOMAS for the engineering design, subsequent preparation of construction Contract Documents and bid and inspection support services for the rehabilitation of the T-Alley to increase its remaining lifespan by at least 25 years.

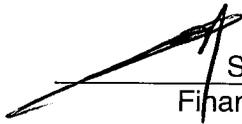
The project timeline is as follows:

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

FISCAL IMPACT

Funds for this project are provided as follows:

FUND	PROJECT NUMBER	SUB-PROJECT NUMBER	FUNDING SOURCE	AMOUNT
06	195	35-06-0195-85040	06 General Fund	\$112,223



Scott Miller
Finance Approval



David Gustavson
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PSOMAS
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 THE T-ALLEY (LEXINGTON DR TO
SUNSET BOULEVARD TO ALPINE DRIVE)

NAME OF CONSULTANT: PSOMAS

RESPONSIBLE PRINCIPAL OF CONSULTANT: Ross W. Barker, Principal

CONSULTANT'S ADDRESS: 555 S. Flower Street, Suite 4400
Los Angeles CA 90071
Attention: Ross W. Barker, Principal

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 \$ 112,223, as more fully described in
Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PSOMAS 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 THE T-ALLEY (LEXINGTON DR TO SUNSET BOULEVARD TO ALPINE DRIVE)

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and PSOMAS (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) Other Indemnities. 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. 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 _____ 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 (SEAL)

CONSULTANT: PSOMAS

Ross W. Barker 5/11/2011

ROSS W. BARKER
Vice President

05-11-2011

SEAN P. VARGAS
Vice President

APPROVED AS TO FORM:

Laurence S. Wiener for

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

David D. Gustavson

DAVID D. GUSTAVSON
Director of Public Works & Transportation

Karl Kirkman

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall perform the following Scope of Work in connection with the construction inspection services required for the reconstruction of the t-alley from Lexington Drive to Sunset Boulevard to Alpine Drive, Beverly Hills and more fully described in Attachment 1 to this Exhibit.

1. Preliminary Engineering Services
2. Field Survey
3. Geotechnical Investigations and Reports
4. Preliminary Engineering Design
5. Final Engineering Design
6. Engineering Support during Bidding and Construction
7. Record Drawing Preparation
8. Project Meetings and Coordination

Scope of Services

CONSULTANT shall perform the following tasks in connection with the reconstruction of the T-Alley located at Lexington Drive at Sunset Boulevard at Alpine Drive in CITY ("Project").

Tasks

CONSULTANT shall specifically perform/prepare the following as a part of the Scope of Services:

1. Preliminary Engineering Services

a. Kick-Off Meeting

Upon receipt of executed subtask authorization, CONSULTANT shall schedule the Project kick-off meeting. This meeting will include designated staff from CITY and CONSULTANT's Team key staff members. This meeting will memorialize:

- Project roles and staff expectations
- Project overview – discussion of unique Project/site considerations and schedule
- CITY's requirements, opportunities and constraints with respect to the road pavement and drainage conditions
- Availability of existing reports, maps and studies including at a minimum the following:
 - Prior Soils Studies
 - Utility records
 - Drainage and flood control research
 - Copies of Right of Way information, topographic and boundary surveys
 - Any previous drainage studies pertaining to the Project area.
- Review/Refinement of Project schedule for the deliverables

b. Field Reconnaissance

- Perform field investigation to observe the existing pavement and drainage conditions to the extent practical by observing the existing surface features.
- Document and photograph the precedent character/imagery of the existing area.
- Observe existing above-ground utilities, obstructions, and other relevant items for comparison with the record plans.

c. As-Built Research, Investigation and Review

- Identify background information on the Project and incorporate suggestions, recommendations, directions, and other requirements from CITY staff into the design.

- Identify, collect and review CITY's record drawings of all existing utilities within the Project limit, which include, at a minimum, water line (active and abandoned), sewer line, and storm drain line (abandoned), as well as existing storm drainage systems located downstream of the Project site.

d. *Utility Research and Notification*

- Research available utility records and identify all utilities within the Project limits.
- Prepare a composite existing utility base map by plotting on-site record utilities as well as those on the immediately adjacent streets.
- Coordinate utility information requests with each utility company to review the location, depth, and size of the facilities within the Project limits.

2. Field Survey

CONSULTANT shall utilize John Chiappe, Jr., Professional Land Surveyor for the field survey. CONSULTANT may request a change in personnel which is subject to CITY's prior written approval. CONSULTANT'S Scope of Services shall include the following:

- Prepare a survey map at a scale of 1" = 20' to be delivered in both hard copy and AutoCAD format. The horizontal datum will be based on local, available NGS survey control. The vertical datum will be based on the most recent CITY bench mark within the area of survey which ties to the National Geodetic Vertical Datum of 1929 (NGVD29).
- Establish street and alley Right-of-Way lines from field measured centerline monuments and adjacent record maps and/or Los Angeles County Assessor's Maps. Conduct office research and field recover existing centerline monuments that will be used to establish the existing street centerlines. Establish Right of Way lines from these recovered road centerlines based on record dedication maps or other documents. Any street dedication or vacation not noted on either a record map or an Assessor's Map will not be shown.
- Identify horizontal locations and spot elevations at all garage or carport entry locations, driveway locations, pedestrian entryways or other conditions at the Right-of-Way and if necessary, beyond the Right-of-Way that will require special joint condition design.
- Note horizontal location and description of all surface features, including visible signs of utilities, such as manholes, pull boxes, vaults, etc., within the various Rights-of-Way. Invert elevations will be obtained on sewer and storm drain manholes.
- Locate fences, walls and all adjacent features that must be considered in the design.
- Identify topography at a 1 foot contour interval and spot elevations on a grid pattern in level areas. Cross sections will be obtained every 25 feet or at grade breaks tied to centerline intersections.

3. Geotechnical Investigations and Reports

a. Preparation

- Prior to initiation of field activities, a 'no-cost' permit will be obtained from CITY.
- Mark sample locations and contact Underground Service Alert to notify concerned utilities.
- Relocate sample locations which may interfere with buried lines or pipes.

b. Coring and Boring

- Perform coring and boring at three (3) locations on the T-Alley.
- Perform coring and boring at noted locations to determine the thickness of the existing structural section.
- Extend borings a maximum depth of four (4) feet from the surface to obtain samples of the subgrade.
- Place samples in plastic bags, sealed, and transported to CONSULTANT's laboratory for further analysis.
- Backfill and patch prior to leaving the site, all sample locations.
- LaBelle Marvin, Inc. shall provide traffic control adequate to protect the travelling public and work force.

c. Testing and Analysis

- Upon receipt in the laboratory, visually classify samples and the in-situ moisture content of each sample determined.
- Select and subject individual and/or composite samples which represent the materials encountered to R-Value determination for use in component analysis for rehabilitation recommendations, and/or new structural section or replacement design.
- It will be necessary for CITY to provide an accurate Traffic Index to be used in the analysis.

d. Geotechnical Report

- Prepare a Geotechnical report summarizing the findings, which addresses the recommendation for new structural section and/or removal.
- A California Registered Civil Engineer shall supervise all activities, review results of testing, and prepare a report of his/her findings, presenting recommendations for alternate methods of rehabilitation and/or reconstruction as required.

4. Preliminary Engineering Design

- Coordinate with the CITY staff to establish the design criteria for pavement reconstruction and drainage design.
- Perform field walk to confirm potential design and construction conflicts and review field topography data.

- Prepare a preliminary design, including road cross-sections and profiles.
- Propose a concept to address the drainage issues.
- Review the preliminary design with CITY staff to obtain conceptual CITY approval of the proposed design in writing.

5. Final Engineering Design

a. Improvement Plans

- Prepare plan and profile drawings for the reconstruction of the T-Alley at a scale of 1"=20'.
- The drawing package shall include a Title Sheet, General Notes, Plan and Profile of the roadway, Pavement Section Details, Drainage Devices/Systems, and Construction Details.
- Provide signage and striping plans at the intersection with the main streets at Lexington Road and Alpine Drive.
- Submit 10%, 50%, and 90% complete design drawings for CITY review.
- Schedule review meetings with the CITY staff for each milestone submittal.
- Prepare final design drawings which shall be complete bid-ready plan and profile drawings.
- Prepare plans in accordance to the CITY plan requirements and comply with the CITY's digital submittal guidelines.

b. Engineer's Quantity and Cost Estimate

- Prepare Engineer's Quantity and Cost Estimate for the proposed improvements.
- Submit the Engineer's Quantity and Cost Estimate as part of each of the 10%, 50%, 90%, and 100% submittals.

c. Construction Specifications and Bid Documents

- Prepare the technical section of the construction specifications for the Project.
- Conform specifications to the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction, City of Beverly Hills Standard Plans and Specifications, and Caltrans Standard Plans and Specifications.
- Boiler plate documents are to be provided by CITY to compile the specifications and proposal documents.

6. Engineering Support during Bidding and Construction

a. Plan Interpretation and Bidding Assistance

- Provide construction plan interpretation and consultation during the bidding phase of the Project.
- Issue plan clarifications and respond to RFI's as needed.

- Assist CITY in preparing Bid Addenda as required to address plan clarifications and RFI responses.
 - CONSULTANT has allocated 10 hours for this task.
- b. *Construction Support and Shop Drawing Review*
- Review shop drawing submittals from the Contractor.
 - Review Change Orders from the Contractor.
 - Meet with CITY as required to discuss change orders and construction issues.
 - CONSULTANT has allocated 20 hours for this task.
- c. *Construction Staking*
- Recover existing boundary, street centerlines and benchmarks as shown on survey provided in the construction documents and verify dimensions.
 - Provide one set of stakes for constructing the roads. Two rows of stakes will be set at approximately fifty foot intervals with cuts and fills to finish grade.
- d. *Construction Inspection*
- Provide construction inspection services and construction materials testing services during the construction phase of the T-Alley in accordance with CITY's Quality Assurance Program. CONSULTANT assumes minimum 3-month Project construction duration.
 - CONSULTANT has budgeted one (1) part-time (2 hours/day) construction inspector for a 3-month period (126 hours total) for this Project. The inspector will split time equally between both phases. Any hours required beyond the budgeted hours will be billed at hourly rate of \$115/hr.
 - The scope of work for the construction inspection services includes the following:

Pre-Construction Services

- Documentation of Pre-Construction Conditions
 - Videotape the entire site including any off-site areas that may be affected by Project construction activity.
 - Note special or sensitive areas and provide extra documentation. Give copies of all documentation, including photographs, notes and video to CITY.
- Pre-Construction Conference
 - Participate in the pre-construction conference with CITY selected contractor ("Contractor") prior to the start of construction activities on the Project.
 - Review the Project plan and specification requirements, highlighting areas such as Project communication lines, safety issues, labor compliance, utilities, staking, material testing, scheduling of regular

progress meetings, progress payments and other salient features of the construction contract.

Construction Phase Services

- Construction Observation/Inspection Services
 - Inspect construction materials, methods, techniques, and sequences to evaluate the Contractor's compliance with the construction documents.
 - Compile daily observation reports documenting the Contractor's workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues and directions given to the Contractor.
 - Prepare a weekly statement of working days (WSWD) documenting the construction progress, time of completion, delays and time extensions, and submit to the Contractor and CITY on a weekly basis.
 - Assist with monthly progress payment recommendations by making measurements of bid items, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete.
- SWPPP Monitoring
 - Perform routine SWPPP monitoring reviews of the Project.
- Health and Safety Awareness
 - Maintain awareness of health and safety requirements and will enforce contract provisions for protection of public and Project personnel in and around the construction site and detour areas.
 - Should safety issues develop during construction, CONSULTANT shall notify CITY, agree upon the necessary course of action, and document the issue as thoroughly as possible.
- As-Built Record Drawings
 - Ensure that the Contractor maintains a set of as-built record drawings, on an on-going basis, throughout the life of the Project.
 - Assist in identifying field revisions, formal changes, unanticipated conditions, unidentified utilities, and other features encountered are all displayed on one permanent set of as-built record drawings to be provided to CITY at the end of the Project.

Post-Construction Services

- Punch Lists
 - For all contract item work that approaches completion, CONSULTANT's Construction Inspector shall assist in generating a punch list of any and all deficiencies.
- Final Inspection
 - After Contractor has completed the correction of all deficient items noted in the final punch list, CONSULTANT's Construction Inspector shall assist with a final "job walk" through of the Project.

- Once all items are complete, CONSULTANT shall assist CITY in determining if the Project has been completed in accordance with the Construction Contract Documents and recommend acceptance.

Construction Materials Testing

Provide construction material testing services for the pavement sub-grade, aggregate base, asphalt concrete, and asphalt rubber materials during the construction phase of the T-Alley in accordance with CITY's Quality Assurance Program.

CONSULTANT has budgeted for one (1) part-time (4 hours/day) sampling technician and one (1) full-time nuclear gage technician (8 hours/day plus 2 hours overtime/ day) for eight (8) days on this Project.

CONSULTANT has also budgeted four (4) laboratory testing each for the pavement sub-grade, aggregate base, asphalt concrete, and asphalt rubber material analysis. CONSULTANT shall assign its technician to perform a full-day batch plant inspection (8 hours/day plus 2 hours overtime/day) each for the asphalt concrete batch and the asphalt rubber batch.

Perform Quality Assurance testing at a rate of one test for every ten (10) Quality Control tests, with a minimum of one per Project.

Any hours/testing required beyond the budgeted hours/quantities will be billed at hourly/unit rates as stated on Attachment 1 to Exhibit B.

7. Record Drawing Preparation

- Prepare record drawings for the Project based on the "markups" provided by the Contractor or CITY of the as-built condition.
- Submit CAD files of the record drawings that comply with CITY's digital submittal guidelines.

8. Project Meetings and Coordination

Attend five (total) meetings at CITY locations with CITY staff members.

Deliverables

CONSULTANT shall delivery to CITY in accordance with a performance schedule determined by the Director of Public Works the following:

- Topographic Design Survey
- Soils investigation and pavement recommendations
- Conceptual Plan for the Preliminary Engineering Design Phase
- Road Improvements Plan, Profile and Details along with digital files to be provided at 10%, 50%, 90% and 100% complete stages during the Final Engineering Design Phase
- Engineer's Quantity and Cost Estimate for each of the 10%, 50%, 90% and 100% submittals
- Construction Specifications and Bid Documents
- Construction Staking
- Record As-Built Drawings along with digital files
- Construction Inspection Reports

- Construction Materials Testing Reports

Exclusions and Assumptions

- Traffic control plans during the construction phase of the Project are not included.
- Parcel maps preparation, lot line adjustments, EIR or CEQA documentation, and zone changes are not included.
- Utility relocation and design plans are not included.
- Potholing of utilities is not included.
- CONSULTANT assumes Traffic Indices are to be provided by CITY at the beginning of our geotechnical investigation.
- CONSULTANT assumes the land disturbance associated with the Project is less than 1 acre and thus the Project is not required to file for a Construction General Permit with the SWRCB.
- CONSULTANT's proposal for field activities assumes works to be done during normal business hours. Possible rate increase may apply should night time work is required by CITY.
- CONSULTANT is not proposing any markups on the sub-consultant fees.
- CONSULTANT assumes minimum Project construction schedule of 3 months.
- CONSULTANT to provide 126 hours of construction inspection services (one (1) part-time (2 hours/day) construction inspector for a 3-month period) for this Project. The inspector will split time equally between both phases. Any hours required beyond the budgeted hours will be billed at hourly rate of \$115/hr.
- Construction Materials Testing to be provided for eight (8) days total of field inspection and 2 days total of batch plant inspection. CONSULTANT assumes four (4) laboratory testing to be performed each for the pavement sub-grade, aggregate base, asphalt concrete, and asphalt rubber material analysis. Any hours/testing required beyond the budgeted hours/quantities will be billed at the hourly/unit rates specified on the cost proposal.
- The construction materials testing cost does not include mix designs or any applicable tests related to the certification of materials used for them.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

I. COMPENSATION / RATES

1. CITY shall compensate CONSULTANT for the satisfactory completion of services required by the Agreement in an amount not to exceed One Hundred Nine Thousand, Seven Hundred Twenty-Three Dollars (\$109,723) for professional fees based on the hourly rates set forth in Attachment 1 to this Exhibit.
2. Reimbursable expenses shall not exceed Two Thousand Five Hundred Dollars (\$2,500) 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.
3. In no event shall the total amount of compensation paid to CONSULTANT, including professional fees and reimbursable expenses, exceed One Hundred Twelve Thousand, Two Hundred Twenty-Three Dollars (\$112, 223).

II. SCHEDULE OF PAYMENT

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

ATTACHMENT 1 TO EXHIBIT B

T-Alley		PSOMAS					
		<u>Unit</u>		<u>Rate</u>	<u>Subtotal</u>	<u>Sub-Total</u>	<u>Total</u>
1	Preliminary Engineering Services						\$ 7,255
	a. Kick-Off Meeting					\$ 525	
	Project Manager	3	hrs	\$ 175	\$ 525		
	b. Field Reconnaissance					\$ 350	
	Project Manager	2	hrs	\$ 175	\$ 350		
	c. As-Built Research, Investigation & Review					\$ 2,050	
	Design Engineer	10	hrs	\$ 135	\$ 1,350		
	Project Manager	4	hrs	\$ 175	\$ 700		
	d. Utility Research & Notification					\$ 4,330	
	Design Engineer	23	hrs	\$ 135	\$ 3,105		
	Project Manager	7	hrs	\$ 175	\$ 1,225		
2	Field Survey						\$ 19,592
	- T-Alley					\$ 19,592	
	Administration	2	hrs	\$ 90	\$ 180		
	2-Man Field Crew	36	hrs	\$ 242	\$ 8,712		
	Drafting	60	hrs	\$ 110	\$ 6,600		
	Assistant Surveyor	6	hrs	\$ 130	\$ 780		
	Project Surveyor	12	hrs	\$ 150	\$ 1,800		
	Project Manager	8	hrs	\$ 190	\$ 1,520		
3	Geotechnical Investigations and Reports					\$ 5,740	\$ 5,740
	Field Crew	18	hrs	\$ 80	\$ 1,440		
	Project Engineer	5	hrs	\$ 135	\$ 675		
	Office Support	2	hrs	\$ 65	\$ 130		
	Principal Engineer	10	hrs	\$ 220	\$ 2,200		
	Equipment Charge/Disposables	1	ea	\$ 655	\$ 655	(direct cost)	
	Laboratory Testing	1	ea	\$ 640	\$ 640	(direct cost)	
	Psomas Markup				\$ -		
4	Preliminary Engineering Design					\$ 5,015	\$ 5,015
	Drafting	20	hrs	\$ 128	\$ 2,560		
	Design Engineer	13	hrs	\$ 135	\$ 1,755		
	Project Manager	4	hrs	\$ 175	\$ 700		
5	Final Engineering Design						\$ 17,209
	a. Improvement Plans					\$ 13,109	
	Drafting	53	hrs	\$ 128	\$ 6,784		
	Design Engineer	30	hrs	\$ 135	\$ 4,050		

	Project Manager	13	hrs	\$ 175	\$ 2,275		
	b. Engineer's Quantity & Cost Estimate					\$ 2,050	
	Design Engineer	10	hrs	\$ 135	\$ 1,350		
	Project Manager	4	hrs	\$ 175	\$ 700		
	c. Construction Specifications & Bid Documents					\$ 2,050	
	Design Engineer	10	hrs	\$ 135	\$ 1,350		
	Project Manager	4	hrs	\$ 175	\$ 700		
6	Engineering Support during Bidding & Construction						\$ 9,720
	a. Plan Interpretation & Bidding Assistance					\$ 1,750	
	Project Manager	10	hrs	\$ 175	\$ 1,750		
	b. Construction Support & Shop Drawing Review					\$ 3,500	
	Project Manager	20	hrs	\$ 175	\$ 3,500		
	c. Construction Staking					\$ 4,470	
	2-Man Field Crew	15	hrs	\$ 235	\$ 3,525		
	Project Surveyor	7	hrs	\$ 135	\$ 945		
	d. Construction Inspection						
	- Construction Field Inspection					\$ 14,490	\$ 39,650
	Construction Inspector	126	hrs	\$ 115	\$ 14,490		
	- Construction Materials Testing					\$ 25,160	
	Sampling Technician	32	hrs	\$ 80	\$ 2,560		
	Nuclear Gage Technician	64	hrs	\$ 130	\$ 8,320		
	Nuclear Gage Technician OT	8	hrs	\$ 195	\$ 1,560		
	Batch Plant Technician	16	hrs	\$ 80	\$ 1,280		
	Batch Plant Technician OT	4	hrs	\$ 120	\$ 480		
	Administration	4	hrs	\$ 65	\$ 260		
	Principal Engineer	2	hrs	\$ 220	\$ 440		
	Laboratory Testing (Sub-Grade)	4	ea	\$ 190	\$ 760	(direct cost)	
	Laboratory Testing (Aggregate Base)	4	ea	\$ 535	\$ 2,140	(direct cost)	
	Laboratory Testing (Asphalt Concrete)	4	ea	\$ 920	\$ 3,680	(direct cost)	
	Laboratory Testing (Asphalt Rubber)	4	ea	\$ 920	\$ 3,680	(direct cost)	
7	Record Drawing Preparation					\$ 2,042	\$ 2,042
	Drafting	9	hrs	\$ 128	\$ 1,152		
	Design Engineer	4	hrs	\$ 135	\$ 540		
	Project Manager	2	hrs	\$ 175	\$ 350		
8	Project Meetings and Workshops					\$ 3,500	\$ 3,500
	Project Manager	20	hrs	\$ 175	\$ 3,500		

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
4/26/2011

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.

INSURERS AFFORDING COVERAGE

INSURED
PSOMAS
555 South Flower Street, Suite 4400
Los Angeles CA 90071

INSURER A: Zurich American Ins. Co.
INSURER B: American Zurich Insurance Company
INSURER C: ACE American Insurance Company
INSURER D: Steadfast Ins. 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	GLO916014503	10/15/2010	10/15/2011	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> Contractual				PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> BFPD, XCU				GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	BAP916015203	10/15/2010	10/15/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
D	EXCESS LIABILITY	SEO655511101	10/15/2010	10/15/2011	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$1,000,000
	<input type="checkbox"/> DEDUCTIBLE				Professional Liability is	\$
	<input type="checkbox"/> RETENTION \$				Excluded	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC916014203	10/15/2010	10/15/2011	<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
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	OTHER Professional Liability	G23638381002	10/15/2010	10/15/2011	Per Claim	\$1,000,000
					Annual Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 General Liability policy excludes claims arising out of the performance of professional services.
 Independent Contractors Included.
 1BEV0408.20
 T-Alley Reconstruction
 City of Beverly Hills is additional insured as respects to General and Auto Liability as required by written contract.
 Primary and Non-Contributing coverage, Waiver of Subrogation applies to GL as required by written contract. Waiver of subrogation for Work Comp is included as required by written contract.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION: 10 Day notice for Non-Paymnt of Prem
City of Beverly Hills Juan Martinez 345 Foothill Rd Beverly Hills, CA 90210		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE	<i>Cheryl A. Bolin</i>

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
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> 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.

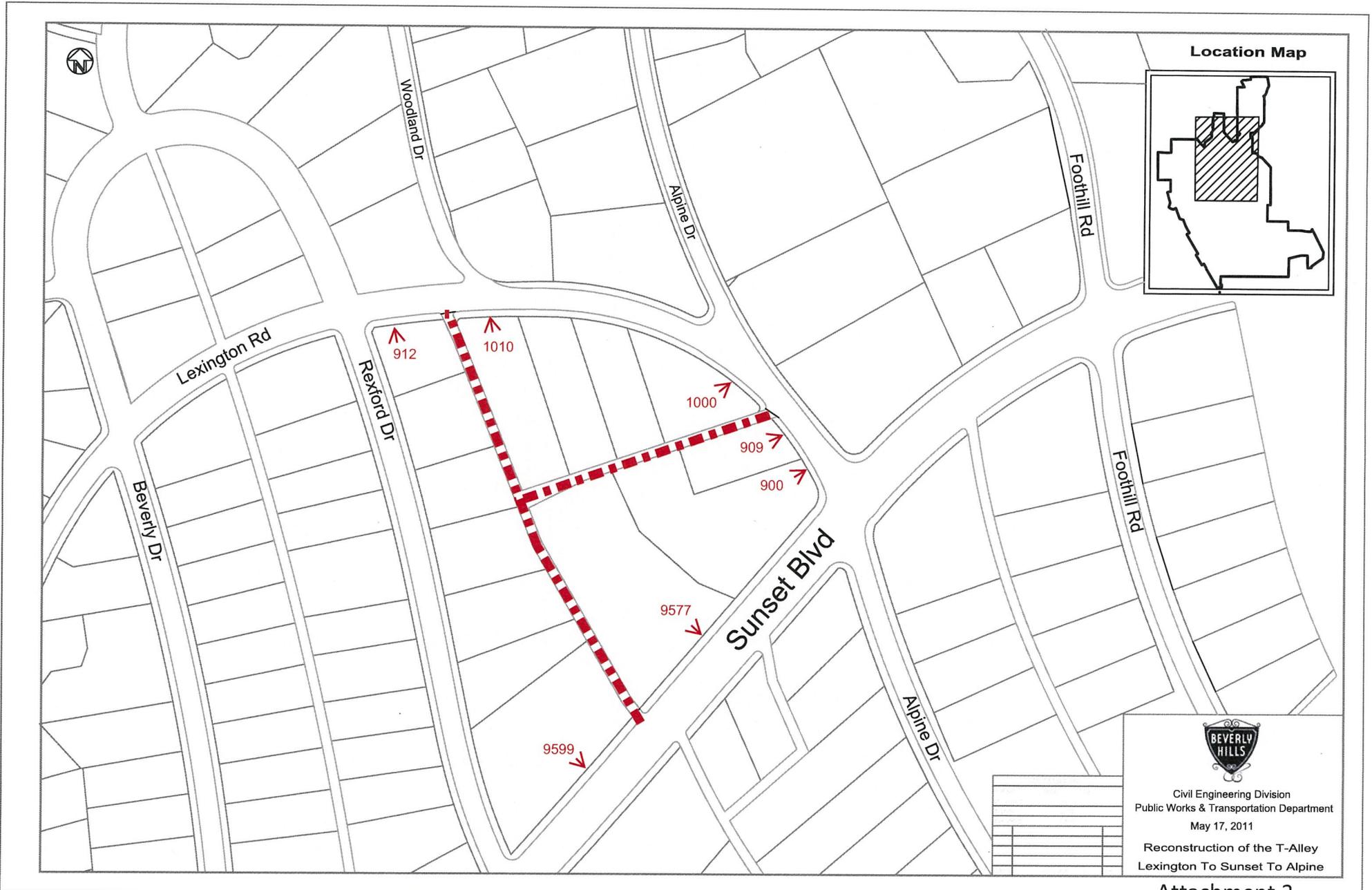
It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

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.

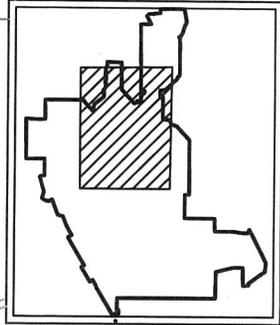
Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition 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
 TITLE : _____
 AGENCY : _____ Address : _____

Attachment 2



Location Map



Civil Engineering Division
 Public Works & Transportation Department
 May 17, 2011
 Reconstruction of the T-Alley
 Lexington To Sunset To Alpine