



AGENDA REPORT

Meeting Date: May 1, 2012

Item Number: G-6

To: Honorable Mayor & City Council

From: Ara Maloyan, City Engineer *[Signature]*
Anne Zaworski, Principal Civil Engineer *[Signature]*
Juan Martinez, Civil Engineer *[Signature]* **12**

Subject: APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KEC ENGINEERS, INC. TO PROVIDE ENGINEERING EVALUATION AND REHABILITATION DESIGN SPECIFICATIONS RELATED TO RESERVOIR 4A'S EXISTING CONDITION; AND

APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$145,500 TO THE PURCHASE ORDER TO KEC ENGINEERS, INC. FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$272,750

Attachments: 1. Amendment No. 1

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No.1 to the existing Agreement #171-10 between the City of Beverly Hills and KEC Engineers, Inc. to provide additional engineering design and construction inspection and management services for the proposed rehabilitation of Reservoir 4A; and an increase in the amount of \$145,500 to the existing purchase order to KEC Engineers, Inc; for a total not to exceed amount of \$272,750.

INTRODUCTION

Water Reservoir 4A, constructed in 1954, is a partially buried reinforced concrete structure with a storage capacity of 2.2 MG providing domestic supply and fire protection to the westerly portion of Zone 8 of the City's water distribution system (area between Coldwater Cañon Drive and the west City limits). Reservoir 4A is divided into North and South basins, each of which can be operated independently.

DISCUSSION

In December 2010, staff received a detailed Report prepared by KEC Engineers Inc evaluating Reservoir 4A's remaining useful life, including a seismic analysis of the existing structure and providing alternative recommendations for its repair (Agreement # 171-10). By June 2011, KEC had prepared a full set of Contract Documents for the rehabilitation of Reservoir 4A to remediate ongoing reservoir leakage; rehabilitate the Tank to increase its remaining lifespan by at least fifteen (15) years; remove and replace the existing retaining wall, non-operational pump, pipes, fittings, electrical conduit and SCADA instrumentation; including replacing the existing manually-operated valves with motor-operated valves.

- In July 2011, six construction bids were received. However; due to clerical errors encountered in the three lower bids and a fluctuation of up to \$585,220 in the lump sum price assigned by all six bidders for the removal and replacement of the southern retaining wall; it was determined that rejection of all bids and a "revisit" of the rehabilitation of the existing retaining wall, was in the best interest of the city.
- In January 2012, the city entered into a Peer Review Agreement with Webb Associates of KEC's design documents for Reservoir 4A.
- In March 2012; a determination was made by the City Engineer to delay the rehabilitation of the southern retaining wall on reservoir 4A site until a later date.

Upon completion by KEC of the Engineering Evaluation Study and Structural Rehabilitation Design Contract Documents for Reservoir 4A; Water Operations staff requested additional design services (in the amount of \$45,000) related to SCADA, valves, pump, piping and safety improvements.

Additionally; with proposed rehabilitation of Reservoir 4A scheduled to commence around August 1, 2012; Engineering staff are also requesting that KEC Inc. provide all bid support, construction-related project management and inspection services (in the NTE amount of \$100,500) during the 14 week construction period. We anticipate returning to City Council on June 19, 2012 with a recommendation for construction contract award to the lowest responsible Bidder.

FISCAL IMPACT

Funds for this increase are provided as follows:

FUND	PROJECT NUMBER	SUB-PROJECT NUMBER	FUNDING SOURCE	AMOUNT
80	796	35-80-0796-85040	80 Water Enterprise Net Assets	\$145,500



Scott Miller
Finance Approval



David Gustavson
Approved By

Attachment 1

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND KEC ENGINEERS, INC. TO
PROVIDE ENGINEERING EVALUATION AND REHABILITATION
DESIGN SPECIFICATIONS RELATED TO
RESERVOIR 4A'S EXISTING CONDITION

NAME OF CONSULTANT: KEC Engineers, Inc.

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

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

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: David D. Gustavson, Director of
Public Works & Transportation

COMMENCEMENT DATE: May 19, 2010

TERMINATION DATE: Upon satisfactory completion of all work
required under this Agreement as
determined by City

CONSIDERATION: Original Agreement 127,250 as further
described in Exhibits A and B

Amendment No. 1: An additional \$145,500
as further described in Exhibits A-1 and B-1

Total not to exceed: \$272,750

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KEC ENGINEERS, INC. TO PROVIDE ENGINEERING EVALUATION AND REHABILITATION DESIGN SPECIFICATIONS RELATED TO RESERVOIR 4A'S EXISTING CONDITION

This Amendment No. 1 (this "Amendment") is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("CITY"), and KEC Engineers, Inc, (hereinafter called "CONSULTANT") dated May 18, 2010, and identified as Contract No. 171-10, to provide engineering evaluation and rehabilitation design specifications related to Reservoir 4A's existing condition ("Agreement"), a copy of which is on file in the Office of the City Clerk.

RECITALS

A. CITY entered into the Agreement with CONSULTANT to provide engineering evaluation and rehabilitation design specifications related to Reservoir 4A's existing condition dated May 18, 2010.

B. CITY desires to extend the Termination Date, expand the Scope of Services, increase the Consideration to compensate CONSULTANT for such additional services, and amend the indemnification provision of the Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. Exhibit A, Scope of Services shall be amended to include the additional services ("Additional Services") set forth in Exhibit A-1, Scope of Additional Services, attached hereto and incorporated herein by this reference.

Section 3. Exhibit B, Schedule of Payment and Rates shall be amended to include Exhibit B-1, Schedule of Payment and Rates for Additional Services, attached hereto and incorporated herein by this reference, and shall be added to the Agreement.

Section 4. Section 12 of the Agreement, entitled "Indemnification," shall be amended to read as follows:

"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.

(c) All duties of CONSULTANT shall survive termination of the Agreement."

Section 5. Except as specifically amended in this Amendment No. 1, the provisions of the Agreement shall remain in full force and effect.

EXECUTED the _____ day of _____ 201____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills,
California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT: KEC ENGINEERS, INC.

Kavous Emami

KAVOUS EMAMI
President

Pamela Emami

PAMELA EMAMI
Secretary

APPROVED AS TO FORM

Laurence S. Wiener

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

David D. Gustavson
DAVID D. GUSTAVSON
Director of Public Works & Transportation

KARI KIRKMAN
Risk Manager

EXHIBIT A-1

SCOPE OF ADDITIONAL SERVICES

CONSULTANT shall perform the following additional services related to the engineering evaluation and rehabilitation design services for Reservoir 4As existing condition:

1. ELECTRICAL AND COMMUNICATION DESIGN
 - (a) New electrical conduits inside the valving vault located west of Reservoir A
 - (b) New signal conduit for operation of Motor Activated Valves (MOV)
 - (c) New lighting and one electrical outlet inside the vault.
 - (d) New Ventilation Fan with a timer and ventilation duct.
 - (e) Demolish the existing wiring and panels inside the control room above the reservoir and design a new MCC to incorporate all new and existing electrical and instrumentation
 - (f) Provide intrusion alarm signals at existing Reservoir 4A access hatchés and for the vault located west of Reservoir 4A
2. PIPING DESIGN
 - (a) Replace all existing 2 1/2 "water pipes and 2 1/2" valves inside the vault.
 - (b) Replace existing 5 HP booster pump inside the vault with a new booster pump of highest possible capacity.
 - (c) Install new actuators on the existing 12-inch butterfly valves and all proposed
 - (d) 2 1/2" valves. The actuators need to be water proof (if available in the market)
3. SAFETY IMPROVEMENT DESIGN
 - (a) New safety poles for all ladders (three locations) two at the reservoir entrances and one at the inlet-outlet valve vault and safety sleeve.
 - (b) Replace the springs and hinges at the reservoir roof access hatches and the hatch for the inlet-outlet vault located west of Reservoir 4A
4. INSPECTION SERVICE: STRUCTURAL repair, sand blasting, coating, and testing in accordance with the plans and specifications requirements.

This item will be performed by: Aurelio Corral, JR. of CSI, Joe Indrawan of KEC Engineers, and Kavous Emami. Item #11 covers bid items 1 & 6, sand blasting loose concrete and removal/replacement of the damaged steel reinforcement and repair of the damaged concrete surface areas. Upon completion of the repairs, the interior of the tank will be sand blasted the a primer coating will be applied prior to the application of the polyurethane

5. INSPECTION SERVICE: ELECTRICAL, mechanical, instrumentation in accordance with the plans and specifications requirements.

This item will be performed by Bob Kavooosi, electrical and instrumentation (Bid items, 18, 19, 20, 22, & 26). Kavous Emami, Mechanical (Pumps, valves, pipes, fittings, pressure testing, disinfection, and bacteriological testing).

6. INSPECTION SERVICE: PROJECT MANAGEMENT supervision and shop drawing review and as built preparation in accordance with the plans and specifications requirements.

This item will be performed by all the people listed above based on their field of expertise. This task involves general site work, replacement of vault access doors, safety items, vent, fans, as built preparation, etc.

7. ADDITIONAL TERMS AND CONDITIONS

- (a) The programming of the new PLC for valve actuators and integration with the City's SCADA system will be done by the City's instrumentation consultant.
- (b) The new valve actuators will be designed for open or closed status and operate based on hand or auto.
- (c) All valves will be controlled from the room located above Reservoir 4A. The programming for remote operation of the proposed valve actuators inside the vault will be handled by the City's instrumentation consultant.
- (d) Design a new MCC with modular sections, there will be a main disconnect and panel board for all CBs. There will be one section for the transfer pump (existing) and one section spare (future pump). In addition, there will be one section dedicated for the PLC section. Valve control switches and indicators will be on the MCC door. The existing RTU panel PLC and modems need to be saved for the SCADA communication. City will program the PLC, SCADA, and the communication configuration.

EXHIBIT B-1

SCHEDULE OF PAYMENT AND RATES
FOR ADDITIONAL SERVICES

	<u>FEES</u>
DESIGN SERVICES: ELECTRICAL AND COMMUNICATION DESIGN	\$22,000
DESIGN SERVICES: PIPING DESIGN	\$15,000
DESIGN SERVICES: SAFETY IMPROVEMENT DESIGN	\$ 8,000
INSPECTION SERVICE:	
STRUCTURAL REPAIR, SAND BLASTING, COATING, AND TESTING	\$60,000
INSPECTION SERVICE:	
ELECTRICAL, MECHANICAL, INSTRUMENTATION	\$22,500
INSPECTION SERVICE:	
PROJECT MANAGEMENT SUPERVISION AND SHOP DRAWING REVIEW	\$18,000

CITY shall pay CONSULTANT for the professional engineering design services listed above in an amount not to exceed \$145,500.