



AGENDA REPORT

Meeting Date: May 7, 2013
Item Number: E-6
To: Honorable Mayor and City Council
From: Donielle Kahikina, Associate Project Manager
Subject: AGREEMENTS WITH FOUR CONSULTANTS FOR PROFESSIONAL SERVICES RELATED TO THE ROXBURY COMMUNITY CENTER PROJECT; AND
APPROVAL OF PURCHASE ORDERS TO FOUR CONSULTANTS FOR THE SERVICES IN THE TOTAL AMOUNT OF \$291,437
Attachments: 1. Agreements

RECOMMENDATION

Staff recommends that the "City Council move to approve the agreements (listed below) with various consultants for services related to the Roxbury Community Center;" and approve purchase orders as follows:

- A. Approval of Amendment No. 2 to the agreement between the City of Beverly Hills and RTK Architects, Inc. for consultant design services related to the Roxbury Community Center; and approval of a change purchase order in the amount of \$132,260 to RTK Architects, Inc. for the services
- B. Approval of the Agreement between the City of Beverly Hills and Koury Engineering & Testing, Inc. for construction inspection and material testing services related to the Roxbury Community Center; and approval of a purchase order in the amount of \$51,467 to Koury Engineering & Testing, Inc. for the services
- C. Approval of the Agreement between the City of Beverly Hills and Van Dijk & Associates, Inc. for waterproofing consulting and inspection services related to the Roxbury Community Center; and approval of a purchase order in the amount of \$55,250 to Van Dijk & Associates, Inc. for the services

- D. Approval of the Agreement between the City of Beverly Hills and BLC Surveying, Inc., for surveying services related to the Roxbury Community Center; and approval of a purchase order in the amount of \$52,460 to BLC Surveying, Inc., for the services

INTRODUCTION

The construction contracts for the Roxbury Community Center project are on the City Council May 7, 2013, Formal Agenda for award. The various contracts herein are for work that is indirectly related to the building construction, but required to complete the project. These include, construction administration by the architect, code required material testing and inspection, waterproofing inspection, and surveying.

DISCUSSION

Amendment No. 2 to the Agreement with RTK Architects

The proposed Amendment No. 2 to the Agreement with RTK is for the necessary construction administration services for the architect during the construction of the project. To administer the construction contract, the services of the project architect are required. These services are essential to meet the scheduled completion date and maintain proper cost control during the construction. The proposed amendment includes the construction administration services as summarized below:

- General Administration - Architect shall provide administration of the contract between the City and the general contractor. Architect shall review requests by the general contractor for additional information about the Contract Documents and shall prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the contractor.
- Evaluations of the Work - Architect shall visit the site on a weekly basis to become familiar with and to keep the City informed about the progress and quality of the Work completed; to guard the City against defects and deficiencies in the Work; and to determine if the Work is being performed in accordance with the Contract Documents.
- Certification of Payments to Contractor - Architect shall review and certify the amounts due the general contractor and coordinating with the City the issuance of certificates for payment in such amounts.
- Submittals - Architect shall review and approve or take other appropriate action upon the contractors' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance the design concept expressed in the Contract Documents.
- Changes in the Construction Work - Architect shall review change orders based on supporting documentation and data provided by the contractor for the City's approval and execution in accordance with the Contract Documents. As necessary, the Architect shall prepare, reproduce and distribute drawings and specifications to describe work to be added, deleted or modified.

- Project Completion - Architect shall conduct inspections to determine the dates of the substantial completion and final completion (including reviewing the correction of all punch list items, until all punch list items have been corrected to City's satisfaction) and shall issue a "Certificate of Substantial Completion."
- Records - Architect shall maintain records and books available to the City which includes all information, data, reports, records, maps and surveying results which relate to the performance of this Agreement.

The fee proposal for the above design services is \$117,260. In addition, a contingency of \$15,000 for unforeseen design considerations is included in the proposed amendment to the agreement. The total compensation for the construction administration services is not to exceed \$132,260.

Agreement with Koury Engineering & Testing

The building code and current practice require the inspection and testing of the building materials during construction. Koury Engineering & Testing has performed these services on other City projects in a satisfactory manner, and has been selected for this project on the basis of a competitive proposal.

The scope of the inspection and testing services will include the following:

- Observe, inspect, sample and test all structural concrete placed at the Project site including the placement of all reinforcing steel used onsite.
- Observe, inspect, sample and test all concrete masonry units placed at the Project site.
- Observe and inspect all structural steel erection including welding, high strength bolting and perform non-destructive testing on all qualifying welds.

In all construction projects, it is essential that the materials meet the design strength and are placed properly in the structure. To assure that these goals are attained the Building Code requires continuous inspection and periodic testing of critical structural elements for compliance with the specifications. These services are required in addition to the regular inspections conducted by Building & Safety.

The fee is estimated at \$46,467. The inspection services are provided on an hourly basis while the fee for material testing is based on a contractual fee per test schedule. The number of inspection hours and tests will be determined by the construction progress and other factors beyond the control of the Consultant. For this reason the best estimate of the costs of these services is supplemented by a City-controlled contingency of \$5,000 for unanticipated events that may require additional inspection or testing. The total compensation for the construction administration services is not to exceed \$51,467.

Agreement with Van Dijk & Associates, Inc.

This agreement will provide for review of plans and inspection of the field installation of the waterproofing components to assure that the community center structure is built in a water tight manner. These services include:

- Attendance at pre-construction meeting(s) with the contractor(s) and all trades involved in the various roofing/waterproofing systems to clarify details and

specification items to finalize any details and/or roofing and waterproofing related questions before commencement of work.

- Provide full-time inspection of the roofing and waterproofing work performed by others, by using the Consultant's training, experience, the specifications, the standards of the industry and the manufacturer's recommendations, for the purpose of observing, evaluating and progressively reporting to the Client the quality of re-roofing work.

The fee is estimated at \$50,250. These services are provided on an hourly basis and are contingent on the weather, the contractor's schedule, and other conditions beyond the control of the Consultant. For this reason the best estimate of the costs of these services is supplemented by a City-controlled contingency of \$5,000 for unanticipated events that may require additional inspection. The total compensation for the construction administration services is not to exceed \$55,250.

Agreement with BLC Surveying, Inc.

This agreement will provide for land and building surveying services related to the construction of the community center. These services include:

- Establish horizontal and vertical survey control on site from CAL VADA survey
- Layout 10'x10' offset to building corners for removal and re-compaction
- Certify building pad and provide letter of certification
- Establish perimeter grid control at a mutually agreed offset at ground level
- Establish two (2) grid lines in each direction on pad
- Set five (5) temporary benchmarks around the site
- Set six (6) grid intersections on finished slab and four (4) temporary benchmarks
- Certify subgrade and provide letter of certification
- Provide eight (8) benchmarks and building perimeter grid lines on finish slab
- Layout footings and grade beams
- Check shear wall and perimeter wall layout from gridlines
- Provide layout on top of footings for each column and shear wall
- Layout new storm drain catch basins and piping
- Layout sewer, water, gas and electrical duct bank lines outside of building
- Layout new drive aisles, parking lots, curb and gutter
- Layout new site walls, retaining walls, sidewalks and athletic court

The fee proposal for the above services is \$49,960. In addition, a contingency of \$2,500 for unforeseen design considerations is included in the proposed amendment to the agreement. The total compensation for the construction administration services is not to exceed \$52,460.

FISCAL IMPACT

The cost for these services was included in the overall project approved by the City Council at the January 24th Study Session and are budgeted in the Capital Improvement Program (CIP) project budget. Funding for these services has been budgeted for in the FY 12-13 Capital Improvement Program (CIP) budget approved by the City Council for the Roxbury Park Community Center Project #0914.

Meeting Date: May 7, 2013

Don Rhoads
Finance Approval



Mahdi Aluzri
Approved By



Attachment 1

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR CONSULTANT
DESIGN SERVICES RELATED TO THE ROXBURY COMMUNITY CENTER

NAME OF CONSULTANT: RTK Architects, Inc.

CONSULTANT'S DESIGNATED REPRESENTATIVE: Mandana Motahari, Principal

CONSULTANT'S ADDRESS: 3975 Landmark Street, Suite 400
Culver City, CA 90232

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: Alan Schneider
Director of Project Administration

COMMENCEMENT DATE: Upon receipt of Notice to Proceed

TERMINATION DATE: December 1, 2014

CONSIDERATION: Original Agreement: Professional fees not to exceed \$115,020, including all reimbursable expenses based on the rates set forth in Exhibit B-2; Contingency for additional work not to exceed \$15,000 as more fully described in Exhibit B-1; Total Agreement including Professional Fees, Contingency and Reimbursable Expenses, not to exceed \$130,020.00, as described in Exhibit B-1

Amendment No. 1: Professional fees not to exceed \$507,070, including all reimbursable expenses based on the rates set forth in Exhibit B-2; Contingency for additional work not to exceed \$25,000, as more fully described in Exhibit B-1; Total for Amendment No. 1, including Professional Fees, Contingency and Reimbursable Expenses not to exceed \$532,070, as described in Exhibit B-1

Amendment No. 2: Professional fees not to exceed \$117,260, based on the rates set forth in Exhibit B -2; Contingency for additional work not to exceed \$15,000 as more fully described in Exhibit B-1; Total for Amendment No. 2, including Professional Fees, Contingency and Reimbursable Expenses not to exceed \$132,260.

Total for Original Agreement, Amendment No. 1 and Amendment No. 2 not to exceed \$794,350

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RTK ARCHITECTS, INC. FOR CONSULTANT DESIGN SERVICES RELATED TO THE ROXBURY COMMUNITY CENTER

This Amendment No. 2 is to the Agreement between the City of Beverly Hills (hereinafter called "City") and RTK Architects, Inc. (hereinafter called "Consultant") dated June 19, 2012 and identified as Contract No. 237-12, as amended by Amendment No. 1 dated October 2, 2012 and identified as Contract No. 444-12.

RECITALS

A. City entered into a written agreement with Consultant dated June 19, 2012 for design services related to the Roxbury Community Center at Roxbury Park ("Project").

B. City now desires to further amend the Agreement to extend the termination date, increase the scope of services and the consideration for the additional services.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. The Consideration shall be amended as set forth above.

Section 3. Exhibit A entitled "Scope of Services" shall be amended as attached hereto and incorporated herein.

Section 4. Exhibit A-1 entitled "Progress Schedule" shall be added to the agreement as attached hereto and incorporated herein.

Section 5. Exhibit B-1 entitled "Compensation/Payment Terms" shall be amended as attached hereto and incorporated herein.

Section 6. Except as specifically amended by this Amendment No. 1, the Agreement dated June 19, 2012 and identified as Contract No. 237-12 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the ____ day of _____, 201____, at Beverly Hills, California.

City:
CITY OF BEVERLY HILLS,
a municipal corporation

JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

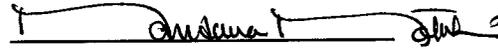
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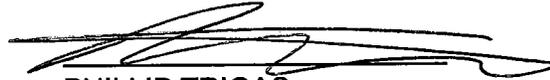
ATTEST:

BYRON POPE
City Clerk

(SEAL)

Consultant: RTK ARCHITECTS, INC.,
A California corporation


MANDANA MOTAHARI
President

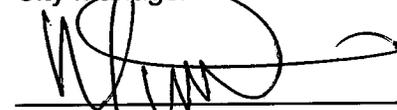

PHILLIP TRIGAS
Secretary

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager


MAHDI ALUZRI
Acting Director of Public Works &
Transportation


ALAN SCHNEIDER
Director of Project Administration


KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

ORIGINAL AGREEMENT:

Consultant shall perform design services, which include a schematic design package for a Community Center building located on the eastern edge of the existing 11 acres Roxbury Park ("Park") site. The new facility will replace the existing structure with similar type room functions with the design objective of maintaining green space and minimizing the building footprint. Site improvements will be limited to a new parking area and park/community center building edges, which will be resolved in a harmonious manner to blend in and be cohesive with the rest of the Park. The design services shall also include providing a schematic design package for a new restroom building to replace the existing restroom building at the west edge of the Park.

Deliverables

1. Confirm program requirements and issue final program.
2. Perform site analysis confirmation and prepare report.
3. Prepare conceptual design drawings, including floor plans, exterior elevations and building sections.
4. Prepare basis of design for structural, mechanical, plumbing and electrical systems, including preliminary structural framing plan.
5. Prepare site Improvement package including site grading concept parking lay out and preliminary landscape design.
6. Outline product specifications that architects require for Project.
7. Attend two (2) Community Meetings

Services Excluded:

- Geotechnical engineering
- Survey
- Fire Alarm/ Fire Sprinkler Design
- Interior Design
- Low voltage Design
- Solar Panel system design
- Variances

AMENDMENT NO. 1

Consultant shall perform the following additional services in connection with the Roxbury Park Project:

ARTICLE 1. GENERAL RESPONSIBILITIES

A schedule for the development and construction of the Project, including a schedule for the performance of Consultant's services, is attached hereto as Exhibit A-1. Any adjustments to Consultant's schedule shall be of no force and effect unless such adjustments are agreed to in

writing by City or are delays in Consultant's performance caused for reasons beyond the control of Consultant.

ARTICLE 2. CHANGES IN CONSULTANT'S SERVICES

Changes in services of Consultant, including services required of Consultant's sub-consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, provided that changes in the services required of Consultant are initiated by City, would entitle Consultant to an adjustment in compensation, and Consultant obtains City's prior written authorization for an adjustment in compensation in each instance. Such adjustment in compensation shall be made by mutual agreement of the parties.

ARTICLE 3. PROJECT ADMINISTRATION

A. Consultant shall manage Consultant's services and administer the Project. Consultant shall consult with City, research applicable design criteria, attend Project meetings during and through completion of the Design phase prior to commencement of construction documents phase, communicate with members of the Project team and issue progress reports. Consultant shall coordinate the services provided by Consultant and Consultant's consultants with those services provided by City and City's consultants.

B. Upon written request of City, Consultant shall prepare for City's and City's Designated Representative's review and approval, an update of Consultant's portion of the progress schedule attached hereto as Exhibit A-1 that shall identify milestone dates for decisions required of City, design services furnished by Consultant, and completion of documents provided by Consultant. Such update schedule shall be consistent with the initial Progress Schedule attached hereto as Exhibit A-1.

C. Consultant shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

D. Upon request of City, Consultant shall make a presentation to explain the design of the Project to representatives of City or as otherwise requested by City.

E. Consultant shall submit design documents to City at intervals appropriate to the design process for purposes of evaluation and approval by City. Consultant shall be entitled to rely on written approvals received from City in the further development of the design except as limited by Section 4 of the Agreement.

F. If requested by City's Designated Representative, Consultant shall assist City in connection with City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

ARTICLE 4. EVALUATION OF BUDGET AND COST OF THE WORK

A. City shall engage a qualified professional to prepare estimates of the cost of the work for the Project (the "Cost of Work") at the end of the Design Development and Construction Document phases. Consultant shall review the estimates and advise City of any suggested adjustments to the estimates of the Cost of the Work required by changes in Project requirements. If at any time the estimate of the Cost of the Work exceeds City's budget,

Consultant shall make appropriate recommendations to City to adjust the Project's size, quality or budget.

B. Omitted

C. In preparing estimates of the Cost of the Work, Consultant shall be permitted to include contingencies for design; to reasonably assume (unless known) what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project with City's prior written approval and, with City's prior written approval in each instance, to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet City's budget for the Cost of the Work.

ARTICLE 5. DESIGN DEVELOPMENT DOCUMENTS

A. Consultant shall provide design development documents (the "Design Documents") based on the approved written program resulting from discussions and meetings with City staff. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

B. Design Documents shall include, without limitation, floor plans of each typical and unique level; site plan; building sections; preliminary building systems designs; key details; and outline specifications. Design Documents for interior design and any common areas will include, without limitation, final space plan; typical interior details; wall, floor and finish selection. It shall also include the cubicle layout, selection and hookup.

C. Consultant shall reasonably cooperate in the scheduling of meetings necessary for City's review and approval of the Design Documents, which meetings shall be attended by Consultant at the request of City.

D. Consultant shall provide a budget for the Cost of the Work.

ARTICLE 6. CONSTRUCTION DOCUMENTS

A. Consultant shall provide construction documents (the "Construction Documents") based on the approved Design Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

B. During the development of the Construction Documents, Consultant shall assist City in the development and preparation of: (1) if requested by City, bidding procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between City and the selected Contractor for the construction ("Contractor"); and (2) the conditions of the contract for construction (general conditions, supplementary conditions and other conditions). Consultant also shall compile the Project Manual that includes the conditions of

the contract for construction and Specifications and may include bidding requirements and sample forms.

C. Consultant shall file with the appropriate regulatory agency all documents required for approval of governmental authorities exercising jurisdiction over the Project. Consultant shall prepare all the documents required pursuant to design services, which are necessary for City or City's contractors to obtain all permits and other approvals of plans, specifications, and construction documents prepared by Consultant from public agencies exercising jurisdiction over the Project whose approval is required or by law or as otherwise customary and reasonable.

D. Construction Documents will include, without limitation: (i) floor plans of each typical and unique level; (ii) site plan; (iii) enlarged plans and elevations of special areas where necessary; (iv) engineering drawings of building systems included in Project scope; (v) reflected ceiling plans, showing the location of the various types of ceilings and the location of HVAC registers and influenced by the ceiling layout; (vi) outlets plans showing the location of power, telephone and data communications outlets; and (vii) details indicating the design intent of the above.

E. Omitted

F. Construction Documents shall specify acceptable manufactures recommended product installation procedures and performance criteria for products. The Contract Documents shall also require Contractor, at the conclusion of the construction of the Project and based upon information kept current by Contractor and reviewed by Consultant as an element necessary for approval of Contractor's monthly progress payments, to prepare and furnish to City a complete record set of drawings and specifications depicting the Project as constructed.

G. Construction Documents shall divide the Work into base work and alternatives, if directed by City. The documents shall make provision for the base work to be constructed by itself or with any or all of the alternatives.

H. In addition to paper print copies, the Construction Documents shall be provided in electronic disk format in the latest version of AutoCAD.

1. The Construction Documents shall include the requirement that the appropriate City personnel be trained in the maintenance and operation of all equipment and systems at the completion of the project.

ARTICLE 7. CONSTRUCTION PROCUREMENT SERVICES

A. Consultant shall assist the City in obtaining competitive bids and shall assist City in awarding and preparing contracts for construction.

B. Consultant shall assist City in establishing a list of prospective bidders or contractors.

C. Consultant shall assist City in bid validation or proposal evaluation and determination of the successful bid or proposal, if any.

D. Bidding documents shall consist of bidding requirements, proposed contract forms, general conditions and supplementary conditions, specifications and drawings (the "Bidding Documents"). City shall prepare the boilerplate documents including the Notice Inviting Bids, Instructions To Bidders, Special City Requirements, General Specifications and General Conditions, and required contract forms to be completed by bidders.

E. If requested by City, Consultant shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. City shall pay directly for the cost of reproduction.

F. If requested by City, Consultant shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. Consultant shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

G. Consultant shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute to all prospective bidders, addenda identifying approved substitutions.

H. At the request of City, Consultant shall participate in or, at City's direction, shall organize and conduct a pre-bid conference for prospective bidders.

I. Consultant shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

J. Consultant shall participate in, if requested by City, the opening of the bids.

FUTURE SERVICES

Consultant shall provide future services consisting of the following phases to be incorporated herein by an amendment to this Agreement:

Construction Administration Phase

AMENDMENT NO. 2:

ARTICLE 8. CONSTRUCTION CONTRACT ADMINISTRATION SERVICES: GENERAL ADMINISTRATION

A. Consultant shall provide administration of the contract between the City and the general contractor as set forth below in coordination with City's Designated Representative.

B. Consultant's responsibility to provide construction contract administration services ("Contract Administration Services") under this Agreement commences with the award of the initial contract for construction and terminates at the issuance to the City of the final certificate for payment and the City's written acceptance of the Project.

C. Consultant shall advise and consult with the City during the provision of the Contract Administration Services, but Consultant shall not have authority to act on behalf of the City.

D. Consultant shall review requests by the general contractor for additional information about the Contract Documents. Consultant shall be entitled to require that such request be in a form prepared by Consultant and include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification

requested.

E. If deemed appropriate by Consultant or the City, Consultant shall prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor. Consultant shall not be entitled to any additional compensation for providing the services described in this Subparagraph E.

F. Consultant shall promptly interpret and provide recommendations on matters concerning performance of the City and Contractor under, and requirements of, the Contract Documents upon written request of the City.

G. Interpretations and recommendations of Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing (which may be in the form of drawings).

H. Consultant shall review "As-Built" drawings provided by the Contractor.

I. If requested by City, Consultant and its consultants shall provide recommendations in the utilization of any equipment or systems (such as testing or balancing) for startup and testing of said equipment.

ARTICLE 9. EVALUATIONS OF THE WORK

A. Consultant shall visit the site (1) to become familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to guard the City against defects and deficiencies in the Work, and (3) to determine if the Work is being performed in accordance with the Contract Documents; however, Consultant shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the Work. Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the general contractor's rights and responsibilities; however, Consultant shall inform City and the general contractor of any of the foregoing means, methods, techniques, sequences or procedures of which Consultant has knowledge and which are not consistent with sound construction practice. Consultant shall be responsible for causing its consultants to perform Project visits as requested by City.

B. Consultant shall report to the City known or suspected deviations from the Contract documents and from the most recent construction schedule submitted by the general contractor; however, Consultant shall not be responsible for the general contractor's failure to perform the Work in accordance with the requirements of the Contract Documents unless caused by Consultant or its consultants. Communications by and with Consultant's consultants shall be through Consultant (unless initiated, in any instance, by such consultants).

C. Whenever Consultant considers it necessary or advisable, Consultant will have authority to require inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed provided that any costs to City shall have been approved in writing by City; however, neither this authority of Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Consultant to any contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the work.

ARTICLE 10. CERTIFICATION OF PAYMENTS TO CONTRACTOR

A. Consultant shall review and certify the amounts due the general contractor and any other contractors of City (including, if requested by City, any consultants of City), and coordinating with the City's Designated Representative, shall cause the issuance of certificates for payment in such amounts. Consultant's certification for payment to a contractor (a "Certificate for Payment") shall constitute a representation to the City, based on Consultant's evaluation of the work and on the data comprising the contractor's application for payment, that the work has progressed to the point indicated and that, to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the work for conformance with the Contract Documents upon substantial completion of the work, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to any specific qualifications expressed by Consultant in writing.

B. The issuance of a Certificate for Payment shall not be a representation that Consultant has (1) made exhaustive or continuous on site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid.

C. Consultant shall maintain a record of all contractors' applications for payment.

ARTICLE 11. SUBMITTALS

A. Consultant shall review and approve or take other appropriate action upon the contractors' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Consultant's action shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the City or contractors while allowing sufficient time in Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractors as required by the Contract Documents. Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Consultant, of any construction means, methods, techniques, sequences or procedures. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

B. Consultant shall maintain a record of submittals and copies of submittals supplied by contractors in accordance with the requirements of the Contract Documents.

C. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of a contractor by the Contract Documents, Consultant shall specify appropriate performance and design criteria that such services must satisfy provided, however that Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by

such design professionals.

ARTICLE 12. CHANGES IN THE CONSTRUCTION WORK

A. Consultant shall review change orders prepared by the City. The Contractor shall provide supporting documentation and data for the City's and Consultant's approval and execution thereof in accordance with the Contract Documents. Upon obtaining City's Designated Representative's written approval, Consultant may authorize minor changes in the Work not involving an adjustment in compensation or an extension of the time which are consistent with the intent of the Contract Documents. If necessary, Consultant shall prepare, reproduce and distribute drawings and specifications to describe work to be added, deleted or modified. Consultant and its consultants shall meet with City and its contractors to assist in the negotiation of change orders, and review any contractor's request for change orders, advise whether such proposed changes are already included in the scope of the work described in Contract Documents and advise that the proposed adjustments to the contract and the construction schedule are consistent with industry standards.

B. Consultant shall review requests by the City or its contractors for changes in the Work, including adjustments to the compensation or time. Consultant may require that request for a change in the work is accompanied by sufficient supporting data and information to permit Consultant to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If Consultant determines that requested changes in the work are not materially different from the requirements of the Contract Documents, Consultant may recommend to the City that the requested change be approved.

C. If Consultant determines that implementation of the requested changes would result in a material change that may cause an adjustment in compensation or time, and Consultant has determined that it will or might recommend to the City that the City approve the change, then based upon information furnished by the contractor, if any, Consultant shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a change in services of Consultant, and Consultant shall then recommend in writing approval or disapproval of the change explaining the reasons for the recommendation. After the City's written approval of the change has been issued, Consultant shall incorporate those estimates into a change order or other appropriate documentation for the City's execution or negotiation with the contractor.

D. Consultant shall maintain records relative to changes in the work, as required by Article 16 below.

ARTICLE 13. PROJECT COMPLETION

A. Consultant shall conduct inspections to determine the dates of the substantial completion and final completion (including reviewing the correction of all punch list items, until all punch list items have been corrected to City's satisfaction) and shall issue a "Certificate of Substantial Completion" and a "Certificate of Final Completion" (based on Consultant's inspections and actual knowledge). Consultant shall receive, review and forward to City, for the City's review, written warranties and related documents required by the Contract Documents and assembled by contractors. Consultant shall also be responsible for receiving

from Contractor all manuals of operation of mechanical, electrical and other equipment which are required by Contract Documents, and shall deliver to City copies of same as such mechanical, electrical or other system is completed. Consultant shall prepare for City a list of observed items, materials or systems that require replacement or additional work by contractors. Consultant's Construction Documents shall specify that, at the conclusion of the construction of the Project and based upon information kept current by the contractors, Consultant shall prepare and furnish to City a complete record set of Drawings and Specifications depicting the Project as modified during construction.

B. Consultant's inspections shall be conducted with the City's Designated Representative to check conformance of the work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the contractors of work to be completed or corrected.

C. When the work is found to be substantially complete, Consultant shall inform the City about the balance of the sums remaining to be paid the contractors, including any amounts needed to pay for final completion or correction of the work.

D. Consultant shall receive from the Contractor and forward to the City consents of surety or sureties, if any, to reduction in or partial release of funds retained by City or the making of final payment.

ARTICLE 14. RECORDS

A. Consultant shall maintain records and books in a manner approved by City for the keeping of such records during the term of this Agreement and for three (3) years after the completion of this Agreement and its extensions if there shall be any.

B. Such records shall be available at Consultant's office for review during normal operating hours and Consultant shall permit the authorized representatives of City, the County, the State or the Federal government to audit all data and records of Consultant relating to the performance of this Agreement.

C. All information, data, reports, records, maps and surveying results which relate to the performance of this Agreement and which are available to City, shall be furnished to Consultant without charge.

EXHIBIT A-1

Progress Schedule

ORIGINAL AGREEMENT:

Consultant shall provide services in accordance with the following milestone schedule:

| | |
|---------------------------|------------|
| Program and site analysis | .75 Month |
| Schematic design | 2.25 Month |

AMENDMENT NO. 1:

Consultant shall provide the additional services in accordance with the following work schedule which shall commence at the discretion of City.

| | |
|-------------------------------|--|
| Design Development Documents: | Commence upon receipt of notice to proceed and complete in eight (8) weeks |
|-------------------------------|--|

| | |
|-------------------------|---|
| Construction Documents: | Commence upon receipt of notice to proceed and complete in ten (10) weeks |
|-------------------------|---|

AMENDMENT NO. 2

| | |
|------------------------------|---|
| Construction Administration: | Commence upon receipt of notice to proceed and complete in eleven (11) months |
|------------------------------|---|

EXHIBIT B-1
COMPENSATION/PAYMENT TERMS

ORIGINAL AGREEMENT:

A. City shall compensate Consultant for the satisfactory performance of services described in the Agreement an amount not to exceed One Hundred Fifteen Thousand and Twenty Dollars (\$115,020) for professional fees based on the rates set forth in Exhibit B-2. All reimbursable expenses incurred in the performance of this Agreement are included in the total fee noted above. Estimated reimbursable expenses will be \$6,350.00 including \$2,500.00 for rendering(s) and will be charged at direct cost.

A Contingency fee for work additional unanticipated work outside the original scope of services shall not exceed Fifteen Thousand Dollars (\$15,000).

Total amount for all services, reimbursable expenses and contingency fee shall not exceed One Hundred Thirty Thousand Dollars and Twenty Dollars (\$130,020).

B. Consultant shall provide City with monthly invoices in a form acceptable to City for services performed. Such invoices shall describe in detail the work performed during the previous month and the hours spent performing the work. Invoices shall request that payment be made in proportion to the portion of total services performed, and also indicate the percent complete of that of the work. City shall pay satisfactory invoices within thirty (30) days.

C. If City exercises its right to terminate the Agreement other than for cause pursuant to Section 11 of the Agreement, compensation to Consultant shall be based on the actual work completed at the time of termination.

AMENDMENT NO. 1:

A. City shall compensate Consultant for the satisfactory performance of services described in this Agreement an amount not to exceed Four Hundred Ninety-Five Thousand Seventy Dollars (\$495,070.00) for professional fees based on the hourly rates set forth in Exhibit B-2.

City shall pay Consultant reimbursable expenses for printing and plotting, and computer rendering of the design, reasonably incurred by Consultant and Consultant's employees in the performance of this Agreement an amount not to exceed Twelve Thousand Dollars (\$12,000.00). City shall be responsible for reproduction of bid sets.

B. Consultant shall provide City with monthly invoices in a form acceptable to the City for services performed. Such invoices shall describe in detail the work performed during the previous month by task, and shall request that payment be made in proportion to the portion of total services required. City shall pay satisfactory invoices within thirty (30) days. However, in no event shall be paid more than the following:

1. Thirty-Nine and One Half percent (39.5%) of the total Agreement price upon the satisfactory completion of the Design Development documents;
2. Ninety-Seven percent (97%) of the total Agreement price upon the satisfactory completion of the Construction Documents;
3. Ninety-Eight and One Half percent (98.5%) of the total Agreement price upon completion of the Agency approvals;

4. One hundred percent (100%) of the total Agreement price upon the completion of the Project bidding.

C. In the event the City authorizes in writing Contingency services not included as a part of the services described herein, the payment shall be based on the hourly rates in Exhibit B-2 or a lump sum as may be mutually agreed, but shall not exceed Twenty-Five Thousand Dollars (\$25,000.00). This amount shall be in addition to that indicated in the previous paragraphs. Additional consultant services which were not included in the scope of services, but which may be added at the discretion of City include:

- Waterproofing and Roofing Consultant (Peer Review)
- LEED or equal Consultant (Compliance Documentation)
- Security Consultant
- Building and Tenant Identification Graphics

D. If City exercises its right to terminate this Agreement other than for cause pursuant to Section 11 of the Agreement, compensation to the Consultant shall be based on the actual work completed at the time of termination, but in no case exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

AMENDMENT NO .2

A. City shall compensate Consultant for the satisfactory performance of services described in Amendment No. 2 to this Agreement an amount not to exceed One Hundred Seventeen Thousand Two Hundred Sixty Dollars (\$117,260.00) for professional fees based on the rates set forth in Exhibit B-2. If additional services are required by City, compensation shall be based on the hourly rates set forth in Exhibit B-2 or a lump sum negotiated by the parties.

B. In the event the City authorizes in writing Contingency services not included as a part of the services described herein, the payment shall be based on the hourly rates in Exhibit B-2 or a lump sum as may be mutually agreed, but shall not exceed Fifteen Thousand Dollars (\$15,000.00). This amount shall be in addition to that indicated in the previous paragraphs.

C. If City exercises its right to terminate this Agreement other than for cause pursuant to Section 11 of the Agreement, compensation to the Consultant shall be based on the actual work completed at the time of termination, but in no case exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KOURY
ENGINEERING & TESTING, INC. FOR CONSTRUCTION INSPECTION AND
MATERIAL TESTING SERVICES RELATED TO THE ROXBURY COMMUNITY
CENTER

NAME OF CONSULTANT: Koury Engineering & Testing, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Richard Koury
Chief Executive Officer & President

CONSULTANT'S ADDRESS: 14280 Euclid Avenue
Chino, CA 91710
Attention: Richard Koury, CEO & President

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: Alan Schneider
Director of Project Administration

COMMENCEMENT DATE: Upon receipt of a Notice to Proceed

TERMINATION DATE: December 31, 2014

CONSIDERATION: Not to exceed \$46,467 as more particularly set
forth in Exhibit B; Contingency funds of up to
\$5,000 based on rates set forth in Exhibit B

Total not to exceed \$51,467

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KOURY
ENGINEERING & TESTING, INC. FOR CONSTRUCTION INSPECTION AND
MATERIAL TESTING SERVICES RELATED TO THE ROXBURY COMMUNITY
CENTER

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Koury Engineering & Testing, 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.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provided 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

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

(c) Additional Services.

CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Work. 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 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) CONSULTANT shall at all times during the term of this Agreement, carry, maintain and keep, in full force and effect, 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.

(3) 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.

(4) Workers' compensation as required by the state of California.

(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 immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability and automobile liability 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. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

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 ("documents") as is available for the proper performance of CONSULTANT's Scope of Work. Such documents shall include a complete CITY-approved set of drawings

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 2 year(s). 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 of transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 11. 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 _____, 201___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

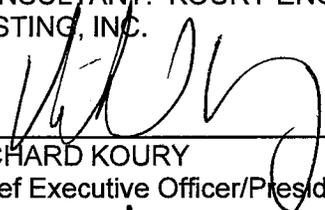
[Signatures continue]

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT: KOURY ENGINEERING &
TESTING, INC.



RICHARD KOURY
Chief Executive Officer/President



DAVE MENEFFEE
Secretary

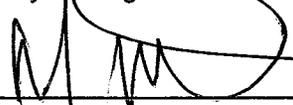
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

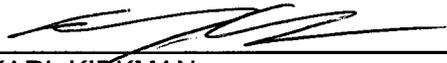
JEFFREY C. KOLIN
City Manager



MAHDI ALUZRI
Acting Director of Public Works
& Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A SCOPE OF WORK

The project ("Project") consists of constructing the new Roxbury Park Community Center and associated site work. The construction shall include steel structure columns supported by spread and continuous footings, concrete stem walls supported by continuous footings, concrete slab on grade, steel structure roof framing, metal deck, and concrete masonry unit ("CMU") walls on site.

CONSULTANT shall provide the following construction inspection and material testing services in connection with the Project as required by CITY:

During construction, CONSULTANT shall provide construction observation including material testing to verify that the work performed generally complies with the Project's requirements, specifications and plans.

CONSULTANT's services shall include, but are not limited to, the following:

- Review of Plans, Reports and Project Specifications
- Review of mix design for concrete
- Observe, inspect, sample and test structural concrete placed at the Project site including the placement of reinforcing steel used on site
- Observe, inspect, sample and test reinforcing steel including post tensioning strands used on Project site
- Observe and inspect structural steel erection and fabrication including welding and high strength bolting
- Conduct Non-destructive test on all qualifying welds
- Observe, inspect, sample and test masonry units placed at the Project site including placement of mortar and grout on the job site.

Upon CITY's written request, CONSULTANT shall provide the following services:

- Attend pre-construction meetings.
- Attend weekly meetings.
- Respond to reviewing agencies.

CITY shall provide CONSULTANT with a complete set of drawings approved by CITY prior to commencement of services. CITY shall also provide CONSULTANT with a copy of all "Soils Report Approval Letters" issued by the reviewing agency having jurisdiction over the Project before commencement of services.

SCHEDULING

CONSULTANT's services shall be performed at the request of CITY's authorized field representative, who will be responsible for coordinating CONSULTANT's services within the construction schedule. CONSULTANT requests at least 24-hours advance notice prior to the time of CITY's requesting CONSULTANT's services. However, CONSULTANT shall make every attempt to provide personnel for requests with less than 24 hour advance notice for an expedited fee, as set forth in the hourly rates schedule, Exhibit B.

EXHIBIT B

BUDGET, RATES AND SCHEDULE OF PAYMENT

CONSULTANT proposes to provide Construction Inspection & Material Testing in an amount not to exceed Forty-Six Thousand Four Hundred Sixty-Seven Dollars (\$46,467) in accordance with the attached Master Fee Schedule of Rates. CONSULTANT's service is based on time and material.

CONSULTANT shall utilize multi-licensed inspectors, whenever possible, to reduce Project inspection costs. CONSULTANT shall not exceed the estimated budget amount without prior notification to CITY. CONSULTANT shall provide monthly budget updates via email and with CITY's invoice at no extra charge.

CONSULTANT's estimate is based on quantities and/or scales shown on the plans and is only as accurate as the information obtained from the plans. In addition, the accuracy of the provided estimate can be affected by:

- CONSULTANT's and subcontractor's efficiency and sequencing of events
- Unexpected subsurface conditions
- Amount of services required by the jurisdictional agency
- Weather conditions and other unforeseen delays

CONSULTANT shall not be responsible for any delay to the Project arising from any unforeseen circumstances or by responding to reviewing agencies and/or lag time within reviewing agencies. CONSULTANT shall do its best to stay within the Project's schedule and/or minimize the time of impact on the Project.

Contingency

A contingency for services outside the Scope of Work set forth in Exhibit A shall not exceed Five Thousand Dollars (\$5,000) based on the rates set forth in this Exhibit.

CONSULTANT shall submit an itemized invoice to CITY for its services performed upon delivery of the services required by this Agreement. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.

CONSULTANT'S ESTIMATED BUDGET

Using Project Plans dated 01/14/13

| MATERIAL INSPECTION | | | | | |
|---|-----------------------------|-----|--------|----------|--------------|
| Concrete - Caissons | (Includes Rebar Inspection) | 24 | Hourly | \$ 75.00 | \$ 1,800.00 |
| Concrete - Pads/Footings/Grade Beams | (Includes Rebar Inspection) | 64 | Hourly | \$ 75.00 | \$ 4,800.00 |
| Concrete - Slab-On-Grade | (Includes Rebar Inspection) | 48 | Hourly | \$ 75.00 | \$ 3,600.00 |
| Concrete - Misc, Aprons, Ramps & Epoxy Bolts/Anchor Systems, etc. | | 24 | Hourly | \$ 75.00 | \$ 1,800.00 |
| Masonry | | 24 | Hourly | \$ 75.00 | \$ 1,800.00 |
| Sure-Board Shear Walls Sheating | | 16 | Hourly | \$ 75.00 | \$ 1,200.00 |
| Structural Steel Erection - Welding & Bolting | | 176 | Hourly | \$ 75.00 | \$ 13,200.00 |
| Fireproofing | | 24 | Hourly | \$ 75.00 | \$ 1,800.00 |
| Non-Destructive Testing | | 56 | Hourly | \$ 95.00 | \$ 5,320.00 |

TOTAL ESTIMATED INSPECTION FEES

\$ 35,320.00

| LABORATORY MATERIAL TESTING | | | | | |
|--|--|----|---------|----------|-------------|
| Rebar Bend & Tensile Tests | | 28 | Sample | \$ 45.00 | \$ 1,260.00 |
| Concrete Cylinder Compression Tests | | 52 | Sample | \$ 21.00 | \$ 1,092.00 |
| Non-Shrink Grout Compression Tests | | 36 | Sample | \$ 21.00 | \$ 756.00 |
| Non-Shrink Grout Mold | | 12 | Per Day | \$ 25.00 | \$ 300.00 |
| Grout Compression Test | | 6 | Sample | \$ 21.00 | \$ 126.00 |
| Mortar Compression Tests | | 8 | Sample | \$ 21.00 | \$ 168.00 |
| Masonry Prism Compression Tests | | 8 | Sample | \$ 95.00 | \$ 760.00 |
| Fireproof Density Tests | | 16 | Sample | \$ 45.00 | \$ 720.00 |
| Fireproof Adhesion/Cohesion Test (Bond Strength) | | 8 | Sample | \$ 45.00 | \$ 360.00 |
| Pull Test Technician - Splay Wires & Epoxy Anchors, Etc. | | 24 | Hourly | \$ 95.00 | \$ 2,280.00 |
| Torque Wrench Equipment | | 5 | Per Day | \$ 65.00 | \$ 325.00 |

TOTAL ESTIMATED LABORATORY FEES

\$ 8,147.00

| PROJECT COORDINATION | | | | | |
|---|--|----|--------|-----------|-------------|
| Project Manager - Field Supervisor | | 16 | Hourly | \$ 95.00 | \$ 1,520.00 |
| Admin | | 16 | Hourly | \$ 45.00 | \$ 720.00 |
| Final Material Compliance Report | | 1 | Fixed | \$ 500.00 | \$ 500.00 |
| Staff Engineer - Material Final Report Review | | 2 | Hourly | \$ 130.00 | \$ 260.00 |

TOTAL PROJECT COORDINATION FEES

\$ 3,000.00

| Task Summary and Total Estimated Fees | |
|---------------------------------------|---------------------|
| Inspection Fees | \$ 5,320.00 |
| Laboratory Testing Fees | \$ 8,147.00 |
| Project Coordination | \$ 3,000.00 |
| | \$ 46,467.00 |

MASTER SCHEDULE OF FEES

CONSTRUCTION MATERIAL MONITORING AND TESTING

| | | | |
|---|----|---------|------------|
| Inspector – Concrete | \$ | 75.00 | Per Hour |
| Inspector – Concrete Batch Plant..... | \$ | 75.00 | Per Hour |
| Inspector – Concrete Post Tension | \$ | 75.00 | Per Hour |
| Inspector – Concrete Pre-stressed at Fabrication Shop | \$ | 75.00 | Per Hour |
| Inspector – Shotcrete | \$ | 75.00 | Per Hour |
| Inspector – Masonry | \$ | 75.00 | Per Hour |
| Inspector – Structural Steel and Welding | \$ | 75.00 | Per Hour |
| Inspector – Structural Steel at Fabrication Shop | \$ | 75.00 | Per Hour |
| Inspector – Fireproofing | \$ | 75.00 | Per Hour |
| Inspector - Med Gas | \$ | 75.00 | Per Hour |
| Inspector - Building Inspector..... | \$ | 75.00 | Per Hour |
| Inspector - Tagging and Sampling..... | \$ | 75.00 | Per Hour |
| Inspector – Glu-Lam Beams/Trusses at Fabrication Shop..... | \$ | 95.00 | Per Hour |
| Non-Destructive Testing: Ultrasonic, Dye Penetrant, or Magnetic Particle Inspection..... | \$ | 95.00 | Per Hour |
| Non-Destructive Testing: Dye Penetrant, Developer, Cleaner | \$ | 15.00 | Per Can |
| Non-Destructive Testing: Magnetic Particle Powder..... | \$ | 20.00 | Per 6 oz |
| Non-Destructive Testing: Couplant..... | \$ | 60.00 | Per gallon |
| Ground Penetrating Radar – Half Day (Includes Equipment)..... | \$ | 900.00 | Per ½ Day |
| Ground Penetrating Radar – Full Day (Includes Equipment) | \$ | 1800.00 | Per Day |
| Utility Locating – Half Day (Includes Equipment) | \$ | 600.00 | Per ½ Day |
| Utility Locating – Full Day (Includes Equipment) | \$ | 1200.00 | Per Day |
| Radiography Technician | \$ | 95.00 | Per Hour |
| Radiography Truck | \$ | 125.00 | Per Shift |
| Radiography Film | \$ | 0.15 | Per Sq/In |
| Lab Technician - Torque or Schmidt Hammer Test..... | \$ | 75.00 | Per Hour |
| Lab Technician - Pachometer (Includes equipment)..... | \$ | 95.00 | Per Hour |
| Lab Technician - Pull-Out Test on Splay Wires, Embedded Bolts/Anchors/Dowels (1 man & includes equipment)..... | \$ | 95.00 | Per Hour |
| Lab Technician - Pull-Out Test on Splay Wires, Embedded Bolts/Anchors and Dowels (2 man & includes equipment)..... | \$ | 135.00 | Per Hour |
| Lab Technician - Concrete or Masonry Coring - Floors (1 man & includes equipment)..... | \$ | 95.00 | Per Hour |
| Lab Technician - Concrete or Masonry Coring - Vertical and Overhead (2 man & includes equipment)..... | \$ | 135.00 | Per Hour |
| Floor Flatness Testing (Under 10,000 sq/ft) | \$ | 600.00 | Each |
| Floor Flatness (Over 10,000 sq/ft, Less than 20,000 sq/ft) | \$ | 0.06 | Sq/Ft |
| Floor Flatness (Over 20,000 sq/ft)..... | \$ | 0.05 | Sq/Ft |

GEOTECHNICAL MONITORING

| | | | |
|--|----|--------|----------|
| LA Deputy Inspector - Grading..... | \$ | 95.00 | Per Hour |
| Soils Technician - Construction Observation and Testing..... | \$ | 85.00 | Per Hour |
| Asphalt Technician - Construction Observation and Testing..... | \$ | 85.00 | Per Hour |
| Technician – Pile Monitoring & Inspection..... | \$ | 85.00 | Per Hour |
| Asphalt Coring (1 man & includes equipment)..... | \$ | 110.00 | Per Hour |
| Asphalt Coring (2 man & includes equipment)..... | \$ | 135.00 | Per Hour |
| Nuclear Gauge Equipment..... | \$ | 35.00 | Per Day |

LABORATORY TESTING SERVICES

ASTM Physical Characteristics

SOIL AND AGGREGATE

| | | | | |
|----------------|--|----|--------|----------|
| C29 | Unit Weight..... | \$ | 45.00 | Each |
| D4829 | Expansion Index | \$ | 95.00 | Each |
| C117, D1140 | #200 Wash | \$ | 50.00 | Each |
| C136 | Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve)..... | \$ | 85.00 | Each |
| D1140, D422 | Particle-Size Distribution - Sieve Analysis + Hydrometer Combined..... | \$ | 185.00 | Each |
| D4318 | Atterberg Limits | \$ | 110.00 | Each |
| D2435 | Consolidation..... | \$ | 125.00 | Each |
| D2419, CTM 217 | Sand Equivalent Value of Soil and Fine Aggregate (Set of Three) | \$ | 75.00 | Each Set |

Exhibit B

Page 3

| | | | | |
|----------------|--|----|--------|------|
| C127 | Specific Gravity and Absorption (Coarse Aggregate) | \$ | 65.00 | Each |
| C128 | Specific Gravity and Absorption (Fine Aggregate) | \$ | 95.00 | Each |
| D854 | Specific Gravity (Soil) | \$ | 95.00 | Each |
| D2216 | Moisture Content | \$ | 15.00 | Each |
| D2216 | Moisture Content Quick #200 | \$ | 30.00 | Each |
| D3080 | Direct Shear (3 Points) | \$ | 200.00 | Each |
| D3080 | Direct Shear Remolded sample (3 points) | \$ | 280.00 | Each |
| D1557-A,B | Maximum Density | \$ | 135.00 | Each |
| D1557-C | Maximum Density | \$ | 145.00 | Each |
| D2844, CTM 301 | R-Value (3 Points) | \$ | 300.00 | Each |
| CTM 229 | Durability Index (coarse & fine) | \$ | 250.00 | Each |
| CTM 229 | Durability Index (coarse OR fine) | \$ | 150.00 | Each |
| C142 | Clay Lumps & Friable Particles | \$ | 120.00 | Each |

CHEMICAL PROPERTIES

| | | | | |
|-------------------|--------------------------|----|--------|------|
| CTM 643 | Resistivity | \$ | 75.00 | Each |
| CTM 643 | pH | \$ | 50.00 | Each |
| CTM 417 | Sulphate | \$ | 60.00 | Each |
| CTM 422 | Chloride | \$ | 60.00 | Each |
| CTM 643, 417, 422 | Corrosivity Series | \$ | 185.00 | Each |

ASPHALT CONCRETE

| | | | | |
|--------------|--|----|--------|------|
| C192 | Review of Existing Mix Design | \$ | 150.00 | Each |
| D136 | Gradation of Extracted Sample | \$ | 70.00 | Each |
| D1188 | Unit Weight – Molded Specimen or Cores | \$ | 45.00 | Each |
| D2726, D6926 | Compacted Maximum Density – MARSHALL | \$ | 175.00 | Each |
| D5581 | Field Mix – Marshall – Stability Per Point | | Quote | |

CONCRETE

| | | | | |
|-------|---|----|--------|------|
| C39 | Concrete Cylinders Compression Test (6" x 12") | \$ | 21.00 | Each |
| C469 | Concrete Cylinder Compression Test with MOE (Modulus of Elasticity) | \$ | 500.00 | Each |
| C495 | Lightweight Fill Concrete (3" x 6") | \$ | 21.00 | Each |
| C42 | Concrete Cores, 6" Max. Diameter, Includes Core Trim | \$ | 35.00 | Each |
| C42 | Shotcrete Cores, 6" Max. Diameter, Including Core Trim | \$ | 35.00 | Each |
| C42 | Gunite Cores, 6" Max. Diameter, Including Core Trim | \$ | 35.00 | Each |
| C157 | Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days) | \$ | 250.00 | Set |
| C567 | Unit Weight of Hardened Light Weight Concrete | \$ | 35.00 | Each |
| C567 | Unit Weight of Hardened Light Weight Concrete (Oven Dry) | \$ | 100.00 | Each |
| C567 | Equilibrium Density of Hardened Light Weight Concrete | \$ | 150.00 | Each |
| C684 | Rapid Cure Concrete Cylinders (Boil Method) | \$ | 40.00 | Each |
| C157 | Drying Shrinkage (3 Bars – Four Readings, Up To 90 Days) | \$ | 250.00 | Set |
| C495 | Lightweight Fill Concrete Density | \$ | 35.00 | Each |
| C138 | Density (Unit Weight) of Concrete | \$ | 30.00 | Each |
| C173 | Air Entrainment Test (Volumetric Method) | \$ | 35.00 | Each |
| C231 | Air Entrainment Test (Pressure Method – Non Lightweight Aggregate) | \$ | 35.00 | Each |
| C78 | Flexure Test 6" x 6" Beams | \$ | 85.00 | Each |
| C496 | Splitting Tensile 6" x 12" Cylinders | \$ | 85.00 | Each |
| F1869 | Measuring Moisture Vapor Emission Rate | \$ | 35.00 | Each |

MASONRY

BLOCK

| | | | | |
|-------|---|----|--------|------|
| C780 | Mortar Cylinders (2" x 4") | \$ | 21.00 | Each |
| C109 | Mortar Cubes (2" x 2") | \$ | 21.00 | Each |
| C1019 | Grout Prisms (3" x 6") | \$ | 21.00 | Each |
| C1314 | Grouted Prisms Compression (Masonry Assemblage) Test ≤8" x 8" x 16" | \$ | 95.00 | Each |
| C1314 | Grouted Prisms Compression (Masonry Assemblage) Test >8" x 8" x 16" | \$ | 120.00 | Each |
| C140 | Moisture Content as Received each | \$ | 50.00 | Each |
| C140 | Absorption, 3 Required | \$ | 40.00 | Each |
| C140 | Measurements | \$ | 30.00 | Each |
| C140 | Compression ≤8" x 8" x 16", Qty 3 Required | \$ | 45.00 | Each |
| C140 | Compression >8" x 8" x 16" Qty 3 Required | \$ | 55.00 | Each |
| C426 | Linear Shrinkage, Qty 3 Required | \$ | 80.00 | Each |

| | | | | |
|-----|----------------------------------|----|-------|------|
| C42 | Masonry Core – Compression | \$ | 55.00 | Each |
| C42 | Masonry Core – Shear..... | \$ | 75.00 | Each |
| C42 | In Laboratory Core Cutting..... | \$ | 50.00 | Each |

BRICK

| | | | | |
|-----|---|----|-------|------|
| C67 | Compression | \$ | 40.00 | Each |
| C67 | Modulus of Rupture | \$ | 50.00 | Each |
| C67 | Absorption, Soak | \$ | 30.00 | Each |
| C67 | Absorption, Boil | \$ | 30.00 | Each |
| C67 | Absorption, Saturation Coefficient..... | \$ | 40.00 | Each |
| C67 | Initial Rate of Absorption..... | \$ | 40.00 | Each |
| C67 | Efflorescence..... | \$ | 55.00 | Each |
| C67 | Efflorescence with Mortar | \$ | 65.00 | Each |

STEEL REINFORCING

| | | | | |
|-----------|---------------------------------------|----|--------|------|
| A615/A706 | Tensile No. 8 Bar and Smaller | \$ | 35.00 | Each |
| A615/A706 | Tensile No. 9 To 11 Bar..... | \$ | 45.00 | Each |
| A615/A706 | Tensile No. 14 Bar..... | \$ | 70.00 | Each |
| A615/A706 | Bend Test No. 8 Bar and Smaller | \$ | 35.00 | Each |
| A615/A706 | Bend Test No. 9 To 11 Bar | \$ | 45.00 | Each |
| A615/A706 | Bend No.14 Bar | \$ | 70.00 | Each |
| A615/A706 | Bend / Tensile Test No. 18 | \$ | 250.00 | Each |
| A615/A706 | Chemical Analysis | \$ | 300.00 | Each |
| A615/A706 | Deformation Compliance | \$ | 55.00 | Each |
| A615/A706 | Cut To Size (for testing)..... | \$ | 10.00 | Each |

STEEL COUPLED WELDED REINFORCING

| | | | | |
|-----------|-------------------------------------|----|--------|------|
| A615/A706 | Tensile No. 8 Bar and Smaller | \$ | 70.00 | Each |
| A615/A706 | Tensile No. 9 To 11 Bar..... | \$ | 80.00 | Each |
| A615/A706 | Tensile No. 14 Bar..... | \$ | 100.00 | Each |
| A615/A706 | Tensile No. 18 Bar..... | \$ | 275.00 | Each |

STRUCTURAL STEEL

| | | | | |
|-----------|--|----|--------|--------|
| A370/F606 | Bolt Tensile Test..... | \$ | 55.00 | Each |
| A370/F606 | Bolt Proof Test..... | \$ | 45.00 | Each |
| A370/F606 | Nut Proof Test | \$ | 45.00 | Each |
| A370/F606 | Nelson Stud Tensile Test..... | \$ | 115.00 | Each |
| A370/F606 | Metal Deck Tensile Test (formed sheet metal) | \$ | 135.00 | Each |
| E10 | Brinell Hardness Test | \$ | 45.00 | Each |
| E18 | Rockwell Hardness Test | \$ | 45.00 | Each |
| A370/F606 | Coupon Tensile Test..... | \$ | 40.00 | Each |
| A370/F606 | Coupon Bend Test..... | \$ | 40.00 | Each |
| A370/F606 | Nut / Bolt / Washer Hardness Test..... | \$ | 45.00 | Ea. Pc |
| A90 | Metal Deck Coating | \$ | 115.00 | Each |
| A370/F606 | Machining & Preparation of Samples | \$ | 40.00 | Each |

PRESTRESS

| | | | | |
|------|---|----|--------|------|
| A416 | Prestressed Strand (Yield / Tensile)..... | \$ | 125.00 | Each |
| | Sample Preparation (Grease Removal) | \$ | 15.00 | Each |

FIREPROOFING

| | | | | |
|----------|---------------------------------|----|-------|------|
| UBC 43-8 | Oven Dry Density | \$ | 45.00 | Each |
| UBC 43-8 | Adhesive/Cohesion Testing | \$ | 45.00 | Each |

ROOFING

| | | | | |
|-----------|--|----|--------|----------|
| UBC 32-12 | Tiles (Breaking Strength / Absorption) | \$ | 60.00 | Each |
| | Mineral Shake – Flexural | \$ | 40.00 | Each |
| | Mineral Shake – Absorption..... | \$ | 30.00 | Each |
| | Tagging, Material Id and Sampling Tiles | \$ | 70.00 | Per Hour |
| | Final Laboratory Roof/Tile Material Affidavit Report | \$ | 300.00 | Each |

MIX DESIGN

| | | | |
|------|--|-----------|------|
| C192 | Review of Existing Mix Design, Determination of Proportions (3 Bus. Day Result)..... | \$ 150.00 | Each |
| C192 | Review of Existing Mix Design, Determination of Proportions (Same Day Result)..... | \$ 300.00 | Each |

WELD PROCEDURE AND WELDER QUALIFICATIONS

| | | |
|--|-----------|----------|
| Review Existing Welding Procedure Specification (WPS) report | \$ 150.00 | Each |
| Review Welding Procedure Qualification (PQR) report..... | \$ 150.00 | Each |
| Observe Welder Qualification (AWS/CWI) | \$ 75.00 | Per Hour |
| Weld Tensile Test Plate (1-inch thick or less)..... | \$ 80.00 | Each |
| Weld Bend Test Plate (1-inch thick or less)..... | \$ 55.00 | Each |
| Weld Macro Etch Plate (1-inch thick or less) | \$ 70.00 | Each |
| Weld Tensile Test Rebar #3 through #9 | \$ 90.00 | Each |
| Weld Macro Etch Rebar #3 through #9 | \$ 70.00 | Each |
| Weld Tensile Test Rebar #10 through #14 | \$ 125.00 | Each |
| Weld Macro Etch Rebar #10 through #14 | \$ 110.00 | Each |
| Weld Tensile Test Rebar #18 | \$ 275.00 | Each |
| Weld Macro Etch Rebar #18 | \$ 180.00 | Each |
| X-Ray Plate or Rebar in Laboratory (1-inch thick or less) | \$ 150.00 | Each |

FIELD EQUIPMENT CHARGE

| | | |
|--|-----------|---------|
| Equipment - Torque Wrench | \$ 65.00 | Per Day |
| Equipment - Skidmore Bolt Tension Calibrator..... | \$ 150.00 | Per Day |
| Equipment - Skidmore Bolt Tension Indicator..... | \$ 65.00 | Per Day |
| Equipment - Multiplier | \$ 15.00 | Per Day |
| Equipment – Schmidt Hammer | \$ 40.00 | Per Day |
| Equipment – Dry Film Thickness Gauge | \$ 40.00 | Per Day |
| Equipment – Non-Shrink Grout Mold 2” Cube | \$ 25.00 | Per Day |
| Equipment – Slab Moisture Test Kit (Per Kit) | \$ 35.00 | Per Day |
| Equipment – Tile Test Kit (Per Kit) | \$ 35.00 | Per Day |
| Equipment – Unit Weight Kit: scale, bucket, plate, mallet, rod | \$ 20.00 | Per Day |
| Equipment – Air-Entrainment | \$ 20.00 | Per Day |
| Equipment – Windsor Probe | \$ 15.00 | Per Day |
| Equipment – Floor Flatness Meter | \$ 200.00 | Per Day |
| Equipment – Truck Charge | \$ 55.00 | Per Day |

LABORATORY HOURS

| | | |
|--|-----------|----------|
| Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday | | |
| Additional charges will be made for off-hours, weekends or holidays as follows:..... | | |
| Off-hour Laboratory Operations per hour | \$ 500.00 | Per Hour |
| Saturday Laboratory Operations per hour | \$ 500.00 | Per Hour |
| Sunday or Holiday Laboratory Operations per hour..... | \$ 750.00 | Per Hour |

MISCELLANEOUS SUPPORT FEES

| | |
|--------------------------------------|---------------|
| Test Rush Tracking | Cost Plus 15% |
| Subsistence Pay | Quote |
| Travel Cost (Out of town work) | Cost Plus 20% |
| Sample Disposal | Quote |
| Parking | Cost Plus 20% |

ENGINEERING AND PROFESSIONAL SERVICES

| | | |
|---|-----------|----------|
| Senior Engineer/ Senior Geologist | \$ 130.00 | Per Hour |
| Staff Engineer/Geologist | \$ 100.00 | Per Hour |
| Project Manager / Field Supervisor | \$ 95.00 | Per Hour |
| Drafter | \$ 60.00 | Per Hour |
| Test Technicians Lab – Materials..... | \$ 65.00 | Per Hour |
| Test Technicians away from Lab (regular time per hour)..... | \$ 75.00 | Per Hour |
| Technician Report for Special Services / Off Site Testing..... | \$ 200.00 | Each |
| Court Appearance (4-Hour Minimum) | \$ 350.00 | Per Hour |
| Preparation for Court, Consultation (in our Office)..... | \$ 250.00 | Per Hour |
| Preparation for Court, Consultation (Out of our Office, 4-Hour Minimum) | \$ 250.00 | Per Hour |
| Expert Witness Testimony (Corporate Officers and Engineers) | Quotation | |
| Deposition (portal to Portal, 4-Hour Minimum)..... | \$ 275.00 | Per Hour |

Minimum Charges

2-hour minimum: Inspector shows up; no work requested or performed.

4-hour minimum: 1 to 4 hours.

8-hour minimum: Work over 4 hours.

NOTE: Less than 24 hour call-out notice may necessitate premium charges.

Working Hours

Regular Time: First 8 hours, Monday-Friday

Time and One-Half Hours: Hours over 8 -12 Monday-Friday, and first 12 Hours on Saturday; Double Time: All hours worked after 12, Monday-Saturday, Sunday, and Holidays.

CONSULTANT observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Overtime hours shall be billed in one hour increments. One half (.5) hour of overtime is billed as one (1) hour of overtime.

NOTE: Day shift hours are between 5:00am and 5:00pm.

Shift Differential

Second (Swing Shift)-Eight (8) hours will be charged for 7.5 hours worked. Time worked in excess of 7.5 hours will be billed at time and one-half rate.

Third (Graveyard Shift)-Eight (8) hours will be charged for 7 hours worked. Time worked in excess of 7 hours will be billed at time and one-half times the hourly rate.

Travel Time and Mileage

Mileage costs for soil monitoring and soil technicians will be invoiced at \$0.75 per mile.

Portal-to-Portal travel time and mileage costs will apply for Engineers, Site Supervisors, and Consultants at the contracted billing rate, mileage will be invoiced at \$0.75 per mile. Portal-to-Portal is recognized as KET's office to work site and return.

For projects within a 100 mile radius: mileage costs for material inspectors/technicians will be invoiced at \$0.75 per mile after the first 50 miles. For projects in excess of 100 miles from a CONSULTANT office, travel time and mileage will be charged in addition to hours worked from CONSULTANT's closest office.

Scheduling and Cancellations

A 24-hour notice is required when scheduling an inspection or technician. If same day scheduling or scheduling after 2:00pm the preceding day is requested, a premium expedite fee of \$75 per inspector or technician will apply.

If inspection service is not canceled with CONSULTANT's dispatch department by 2:00pm for the next day for ICC, LA City or LA County jurisdictions, a premium cancellation fee will apply at the rate of \$75 per inspector or technician.

Expedite Fee

All expedited and rush requests for inspections, lab work, test results, report reviews, etc. will be charged an expedite fee at 1.5 times the Master Fee Schedule of Rates.

Escalation Clause

The prices quoted below for all services will change July 1st each year in accordance with the wage listed by the Director of Industrial Relations which is tied to Operating Engineers Local 12. The charges for services set forth in this Schedule of Fees will be adjusted by changes in our general administrative and overhead expenses each year thereafter. These adjusted charges shall become the agreed upon basis for charges by CONSULTANT to CITY upon giving CITY 30 days prior written notice.

Certified Payroll

Certified payroll requests will have a processing fee applied for each project, billed at \$75 per payroll week.

Laboratory Testing

Unless otherwise agreed, all samples or test specimens will be disposed of or destroyed upon completion of testing. If CITY requires samples to be retrieved or stored, arrangements can be made at an additional cost. Quotation will be provided for such services.

Samples requiring more than one person to handle due to oversize or weight, will incur an extra handling charge. Quotation will be provided for such services.



CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

| COMPANY (A. B. C.) | COVERAGE | POLICY NUMBER | EXPIRATION DATE | LIMITS | | |
|-----------------------|--|------------------|--------------------|--------|------|-----------|
| | | | | B.I. | 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"/> WORKERS' COMPENSATION <input type="checkbox"/> | | | | | |

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

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: 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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND VAN DIJK
& ASSOCIATES, INC. FOR WATERPROOFING CONSULTING AND
INSPECTION SERVICES RELATED TO THE ROXBURY COMMUNITY
CENTER

NAME OF CONSULTANT: Van Dijk & Associates, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Nils Van Dijk, President

CONSULTANT'S ADDRESS: 28 Hammond, Suite G
Irvine, CA 92618
Attention: Nils Van Dijk, President

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: Alan Schneider
Director of Project Administration

COMMENCEMENT DATE: May 8, 2013

TERMINATION DATE: December 31, 2014

CONSIDERATION: Not to exceed \$50,250.00, including all reimbursable
expenses and described in Exhibit B;

Contingency for additional work not to exceed \$5,000.00,
as more particularly described in Exhibit B;

Total not to exceed \$55,250.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND VAN DIJK & ASSOCIATES, INC. FOR WATERPROOFING CONSULTING AND INSPECTION SERVICES RELATED TO THE ROXBURY COMMUNITY CENTER

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Van Dijk & Associates, 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.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

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

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

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Work. 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.

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

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

Section 7. Responsible Principal(s)

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

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

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

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

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner

with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

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

(1) A policy or policies of Comprehensive General Liability Insurance, including completed operations, 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.

(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 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. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

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 5 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 _____ 2013, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

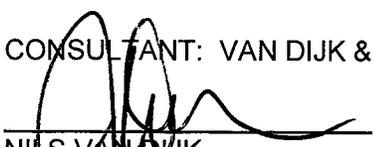
JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

[Signatures continue]

CONSULTANT: VAN DIJK & ASSOCIATES, INC

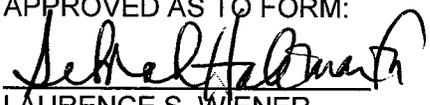


NILS VAN DIJK
President



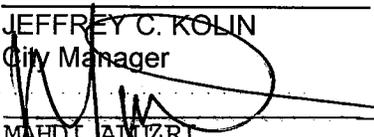
PETER VAN DIJK
Treasurer

APPROVED AS TO FORM:

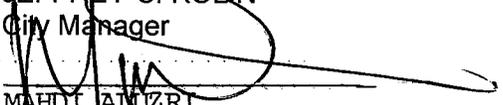


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



JEFFREY C. KOLIN
City Manager



MAHDI ALUZRI
Acting Director of Public Works & Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT, at the direction of CITY, shall provide the following services in connection with the Roxbury Community Center project:

A. Attend pre-construction meeting(s) with the contractor(s) and all trades involved in the various roofing/waterproofing systems to clarify details and specification items to finalize any details and/or roofing and waterproofing related questions before commencement of work. Prepare a list of items discussed during the preconstruction meeting and transmit it to all involved parties.

B. Provide full-time inspection of the roofing and waterproofing work performed by others, by using CONSULTANT's training, experience, the specifications, the standards of the industry and the manufacturer's recommendations, for the purpose of observing, evaluating and progressively reporting to CITY the quality of re-roofing work.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, a not to exceed sum of Fifty Thousand Two Hundred Fifty Dollars (\$50,250), including reimbursable expenses at the rates set forth in this Exhibit.

For preconstruction meetings the rate shall be \$875.00 per meeting. For inspection services the rate shall be \$750.00 per day. CONSULTANT anticipates that this work will take approximately 60 to 90 days depending on the length of time the roofing/waterproofing contractor(s) take to complete the work and the extent of CONSULTANT's inspection services (below slab, planters, windows, roofing, solar, etc.). Part-time inspections will not be performed.

Contingency: In the event CITY requests in writing Additional Services outside the scope set forth in Exhibit A, the fee shall be negotiated in advance and set forth in writing as a lump sum or based on the hourly rates set forth in Exhibit A, but shall not exceed Five Thousand Dollars (\$5,000).

Total fee under this Agreement shall not exceed Fifty-Five Thousand Two Hundred Fifty Dollars (\$55,250).

CONSULTANT shall submit an itemized statement to CITY on a CITY approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service, if appropriate. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.

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"/> BANKET 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

AGENCY : _____ TITLE : _____
Address : _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BLC
SURVEYING, INC., FOR SURVEYING SERVICES RELATED TO THE
ROXBURY COMMUNITY CENTER

NAME OF CONSULTANT: BLC SURVEYING, INC.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Jim Meyers, Chief Executive Officer

CONSULTANT'S ADDRESS: 5552 Cerritos Ave., Suite G
Cypress, CA 90630

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Alan Schneider
Director of Project Administration

COMMENCEMENT DATE: Upon Notice to Proceed

TERMINATION DATE: September 1, 2014

CONSIDERATION: \$49,960, including reimbursable expenses as more particularly described in Exhibit A and Exhibit B;

Contingency for additional work not to exceed \$2,500, as more particularly described in Exhibit B;

Total not to exceed \$52,460

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BLC
SURVEYING, INC., FOR SURVEYING SERVICES RELATED TO THE
ROXBURY COMMUNITY CENTER

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and BLC SURVEYING, INC., (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to engage CONSULTANT to perform surveying services related to the Roxbury Community Center.

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

C. CONSULTANT has represented to the CITY that it is knowledgeable, skilled and experienced and fully qualified to provide the services described herein and to perform such assessment, investigation and analysis contemplated by this agreement in accordance with good industry practices of environmental engineers, geologists and professionals.

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.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

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 A and 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 Work. 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 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 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. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

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 5 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 _____ 2013 at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

[Signatures continue]



ATTEST:

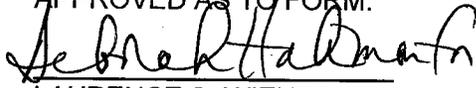
BYRON POPE (SEAL)
City Clerk

CONSULTANT: BLC SURVEYING, INC.



JIM MEYERS
Chief Executive Officer &
Chief Financial Officer

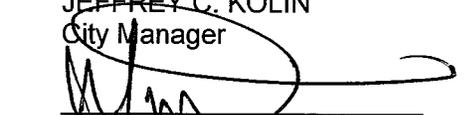
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager



MAHDI ALUZRI
Acting Director of Public Works &
Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT, under the direction of the CITY'S Project Manager, shall perform the following services:

| | |
|--|-------------|
| 1) Establish horizontal and vertical survey control on site from CAL VADA survey dated July 31, 2012. | \$1,840.00 |
| 2) Layout 10'x10' offset to building corners for removal and re-compaction. Elevations and grades will be given to finish floor. | \$920.00 |
| 3) Certify building pad and provide letter of certification. | \$920.00 |
| 4) Establish perimeter grid control at a mutually agreed offset at ground level. This will be all major grid lines. | \$2,760.00 |
| 5) Establish two (2) grid lines in each direction on pad. | \$920.00 |
| 6) Set five (5) temporary benchmarks around the site. | \$920.00 |
| 7) Set six (6) grid intersections on finished slab and four (4) temporary benchmarks. | \$1,840.00 |
| 8) Certify subgrade and provide letter of certification. | \$1,840.00 |
| 9) Provide eight (8) benchmarks and building perimeter grid lines on finish slab. | \$2,760.00 |
| 10) Layout footings and grade beams. | \$5,520.00 |
| 11) Check shear wall and perimeter wall layout from gridlines. | \$3,680.00 |
| 12) Provide layout on top of footings for each column and shear wall. | \$3,680.00 |
| 13) Layout new storm drain catch basins and piping. | \$2,760.00 |
| 14) Layout sewer, water, gas and electrical duct bank lines outside of building. | \$3,680.00 |
| 15) Layout new drive aisles, parking lots, curb and gutter. | \$5,520.00 |
| 16) Layout new site walls, retaining walls, sidewalks and athletic court. | \$5,520.00 |
| 17) Office support and calculations for items #1-19. Check and verify Architectural, Structural, Civil and shop drawings match. | \$4,880.00 |
| TOTAL: | \$49,960.00 |



EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY agrees to compensate CONSULTANT for the services described in Exhibit A, a lump sum of Forty Nine Thousand Nine Hundred Sixty Dollars (\$49,960.00), including reimbursable expenses and taxes.

Contingency: In the event that the CITY requests additional services outside of the scope of Exhibit A, the fee shall be negotiated in advance and set forth in writing based on the hourly rates set forth below. In no event shall these additional services exceed Two Thousand Five Hundred Dollars (\$2,500.00). The total fee under this Agreement shall not exceed Fifty Two Thousand Four Hundred Sixty Dollars (\$52,460.00).

THESE PRICES WILL BE IN EFFECT OCTOBER 1, 2012
UNTIL OCTOBER 1, 2013

| | | |
|----|------------------------|-------------------|
| A. | Survey Crew, 2 Man | \$230.00 per hour |
| B. | Survey Crew, 3 Man | \$287.00 per hour |
| C. | Survey Crew, 1 Man | \$170.00 per hour |
| D. | Principal | \$162.00 per hour |
| E. | Field Supervisor | \$147.00 per hour |
| F. | In-Office Calculations | \$147.00 per hour |
| G. | Design Drafting | \$122.00 per hour |
| H. | Drafting | \$122.00 per hour |
| J. | Travel, 2 Man | \$172.00 per hour |
| K. | Per / Diem, 2 Man | \$200.00 per day |

The above schedule is for straight time.

Overtime will be charged at 135% of listed rates.

Sundays and Holidays will be charged at 170% of listed rates.

Note: All field personnel are 10 hour OSHA construction trained

CONSULTANT may modify the hourly rates upon giving CITY 30 days prior written notice.

CONSULTANT shall submit an itemized statement to CITY on a CITY approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service, if appropriate. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.

Final Payment shall be made upon the satisfactory completion of all work required by the Agreement and submission of the deliverables to CITY described in Exhibit A.



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/COMPLETE OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR' 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 : _____



CERTIFICATE OF LIABILITY INSURANCE

BLCSU-1

OP ID: KT

DATE (MM/DD/YYYY)

04/18/13

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).

| PRODUCER PACIFIC UNIFIED INSURANCE P.O. Box 68 Lawndale, CA 90260 David T. Leahy | | Phone: 310-370-5000 Fax: 310-370-5454 | CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS: FAX (A/C No.): | | | | | | | | | | | | | | |
|--|--------|---|---|-------------------------------|--------|--------------------------------------|-------|---|-------|---|--|---|--|-----------------------------------|--|------------|--|
| INSURED BLC Surveying, Inc. 5552 Cerritos Avenue, G&H Cypress, CA 90630 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indem. Co of CT</td> <td>10647</td> </tr> <tr> <td>INSURER B: Prop & Cas Ins. Co of Hartford</td> <td>22357</td> </tr> <tr> <td>INSURER C: Travelers Prop Cas. Co of Amer</td> <td></td> </tr> <tr> <td>INSURER D: Travelers Prop Cas. Co of Amer</td> <td></td> </tr> <tr> <td>INSURER E: Darwin Select Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Travelers Indem. Co of CT | 10647 | INSURER B: Prop & Cas Ins. Co of Hartford | 22357 | INSURER C: Travelers Prop Cas. Co of Amer | | INSURER D: Travelers Prop Cas. Co of Amer | | INSURER E: Darwin Select Ins. Co. | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
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| INSURER D: Travelers Prop Cas. Co of Amer | | | | | | | | | | | | | | | | | |
| INSURER E: Darwin Select Ins. Co. | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | |

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | GENERAL LIABILITY | X | | 6806015L059 | 09/21/12 | 09/21/13 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | <input checked="" type="checkbox"/> | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | | | 72UECPX9455 | 09/21/12 | 09/21/13 | 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"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| D | UMBRELLA LIAB | | | CUP3791T788 | 09/21/12 | 09/21/13 | EACH OCCURRENCE | \$ 5,000,000 |
| | EXCESS LIAB | | | | | | AGGREGATE | \$ 5,000,000 |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | No Deduct | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Y/N | UB3791T73 | 09/21/12 | 09/21/13 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| E | Errors & Omission | | | 0304-9561 | 09/21/12 | 09/21/13 | Aggregate | 2,000,000 |
| | Professional Liab. | | | | | | Ea. Claim | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Beverly Hills, its City Council and each member thereof and every officer and employee are included as additional insured the blanket Commercial General Liability form #CGD3810907, primary & non-contributory wording and waiver of subrogation are included. RE: Roxbury Community Center.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| CITYOFB City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 | 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 <i>David T. Leahy</i> |
|--|--|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

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

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

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

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

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

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

INSURANCE (Section III) for this Coverage Part.

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

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

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

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

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

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



COMMERCIAL GENERAL LIABILITY

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

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

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

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

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