



AGENDA REPORT

Meeting Date: July 16, 2013
Item Number: F-6
To: Honorable Mayor & City Council
From: Tristan Malabanan, Civil Engineer
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CANNON CORPORATION TO PROVIDE ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE FY13/14 WATER MAIN REPLACEMENT – VARIOUS LOCATIONS PROJECT; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$275,180 TO CANNON CORPORATION

Attachments: 1. Agreement
2. Location Map

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Cannon Corporation to provide engineering design and construction support services for the FY13/14 Water Main Replacement – Various Locations project (Job No. 10101); and issuance of a purchase order to Cannon Corporation in the amount of \$275,180.

INTRODUCTION

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

This report is a request for City Council approval of an agreement between the City of Beverly Hills and Cannon Corporation for engineering design related to the preparation of construction documents and construction support services for the FY13/14 water main replacement capital improvement project (CIP).

DISCUSSION

In a continued effort to replace aging and deteriorated water lines, staff has identified 19 locations (totaling 21,960 LF or approximately 4 miles) where replacement lines are needed. Most of these lines have experienced water breaks over the past 10 years including four locations recommended for replacement by Black & Veatch in the City's 2002 Water Master Plan. These 19 water lines are identified in the attached location map.

In January 2013, a request for proposal (RFP) was sent to 24 consultants to provide engineering design and bid/construction support services for the replacement of approximately 4 miles of deteriorated water lines at 19 locations throughout the cities of Beverly Hills and West Hollywood. On February 14, 2013, fourteen responsive proposals were received.

Engineering staff reviewed and evaluated these proposals based on the Qualifications-Based Selection (QBS) process established by the United States Congress as part of the Brooks Act (Public Law 92-582) and further developed as a process for public agencies to use for the selection of architectural and engineering services for public construction projects. It is a competitive contract procurement process; whereby, consulting firms submit qualifications to a procuring entity (owner) who evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget, and consultant fee. Under QBS procurement, the cost of the work is not considered when making the initial selection of the best or most appropriate provider of the professional service required.

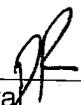
Upon review of the proposals, Cannon was selected for this water main replacement project. The sealed cost proposal was opened and the original cost totaled \$374,349. Staff was able to negotiate a \$99,169 reduction after trimming or eliminating some services, submittals, meetings, and reports from the original proposed scope. Staff recommends that the City enter into an agreement with Cannon for engineering consulting services in the amount of \$275,180 to design and prepare construction documents for the FY13/14 Water Main Replacement – Various Locations project and to provide construction support.

FISCAL IMPACT

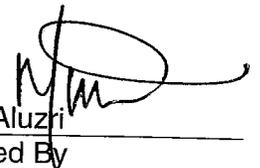
Funds for this project are provided as follows:

DEPT	FUND	PROJECT NUMBER	SUB-PROJECT NUMBER	FUNDING SOURCE	AMOUNT
35	80	0387	35-80-0387-85040	Water Enterprise Fund	\$275,180

Don Rhoads
Finance Approval



Mahdi Aluzri
Approved By



Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CANNON CORPORATION TO PROVIDE ENGINEERING
DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
THE FY13/14 WATER MAIN REPLACEMENT - VARIOUS
LOCATIONS PROJECT.

NAME OF CONSULTANT: Cannon Corporation

RESPONSIBLE PRINCIPAL OF CONSULTANT: Larry Kraemer, P.E., Principal-in-Charge

CONSULTANT'S ADDRESS: 3420 Ocean Park Blvd., Suite 3040
Santa Monica, CA 90405
Attention: Larry Kraemer, P.E., Principal-in-Charge

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Mahdi Aluzri, Acting Director, Public Works
& Transportation

COMMENCEMENT DATE: July 18, 2013 

TERMINATION DATE: Upon satisfactory completion of services under this Agreement

CONSIDERATION: Not to exceed \$ 275,180.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CANNON CORPORATION TO PROVIDE ENGINEERING
DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
THE FY13/14 WATER MAIN REPLACEMENT - VARIOUS
LOCATIONS PROJECT.

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

RECITALS

- A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.
- B. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

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

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

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services and/or goods 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, based on the hourly rates set forth in Exhibit B.

(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.

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

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

Section 7. Responsible Principal(s).

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

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

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

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

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

Section 11. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Section 12. Indemnification.

(a) *Indemnity for Design Professional Services.* In connection with its design professional services and to the maximum extent permitted by law, CONSULTANT shall hold

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

(b) *Other Indemnities.* In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by this section 12(a) and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this section 12(b) shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

(c) All duties of CONSULTANT under this section shall survive termination 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. 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 17. 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 18. 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 19. 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 20. 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 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

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

EXECUTED the ____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

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

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT: CANNON CORPORATION



LAWRENCE KRAEMER
Secretary



ROBERT STETS
Chief Financial Officer/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



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONSULTANT shall perform the following services in connection with the Fiscal Year 2013-14 Water Main Replacement project:

Task 1. Preliminary Engineering Services

1.A As-Built Research, Investigation, and Review

CONSULTANT shall begin this project with a kick-off meeting with CITY staff. The meeting agenda will focus on the project understanding, team member involvement, project constraints, project progress, and anticipated design development impediments. This meeting also includes a review of background information and project scope, and an overview of the project schedule.

CONSULTANT shall interview key personnel of the Design Department and the O&M Department to incorporate design preferences and fully understand the issues influencing the project. The kick-off meeting will also initiate the transfer of utility record plans and the hydraulic model. Material and deviations from CITY standard drawings shall be addressed as they relate to project materials.

CONSULTANT shall prepare a meeting agenda, and submit meeting minutes which document the attendees, discussion points, list of drawings provided by CITY, conclusions, and action items.

Deliverables: Agenda and Meeting Minutes

1.B Utility Research and Notification

CONSULTANT shall coordinate with the utility companies and CITY to obtain pertinent operations data and record drawing information of utilities within the project areas. This includes, but is not limited to, water, sewer, storm drain, gas, electric, and cable telephone. Each utility provider will be contacted and informed of the project and requested to provide utility information. Collected information shall be compiled, reviewed, and included into the electronic topographic survey base map (refer to Task 2). CONSULTANT anticipates that the as-built/record data provided and obtained by CITY and other utilities companies shall be fairly complete, accurate, and provided in a timely manner. CONSULTANT shall initiate a USA Dig Alert Utility Search shall request that the utilities be marked.

*Deliverables: USA Utility Research
Utility Request and Response Letters*

Task 2. Field Survey

For each project site, CONSULTANT shall provide a topographic survey that will be similar in detail to the construction plans for FY 2010-2011 Eastside Water Main/Hydrant Replacement Project Phase I. Data shall be collected using conventional surveying equipment (Robotic Total Station). The topographic survey shall include the following information:

- Horizontal locations based on CITY Coordinate Control datum
- Elevations will be based on CITY Vertical datum, with one foot contours, and based on National Geodetic Vertical Datum of 1929 (NAVD29)
- Existing roadway features between the right-of-way, including curb lines, edges of pavement, edges of sidewalks, curb returns, curb ramps, and driveways
- Above ground structures
- Existing signs

- Traffic markings and striping
- Existing surface improvements, such as: fire hydrants located within or adjacent to the right-of-way, water meter boxes, water valve cans, gas meters, water system appurtenances, power poles, vaults, pull boxes, sanitary sewers and storm drain manholes, catch basins and inlets, surface elevations, inlet and invert elevations
- Sewer and storm drain manholes and catch basins will also be dipped for invert elevations
- Locations of trees that are four inches in diameter or greater, within or adjacent to the street right-of-way
- Locations of USA utility markings within the project limits
- Invert depths of sewer and storm drain manholes and catch basins
- The survey work will be performed on a Prevailing Wage basis.

Deliverables: AutoCAD Base Map Electronic Format

Task 3. Preliminary Engineering Design

CONSULTANT shall coordinate with CITY staff to establish appropriate design criteria, pipeline alignments, and sizes for the water main replacements. As described below, this will involve field walks to determine potential design and construction conflicts and verification of the field topographic survey. Based on careful review of the design criteria and key issues, CONSULTANT shall develop recommended alignments for each location for review and approval by CITY.

3.A Site Reconnaissance and Detailed Utility Verification

CONSULTANT shall incorporate the data into the AutoCAD base drawing. Upon completion of compiling the topographic survey and utility agency-provided drawings, project areas shall be visited where utility as-built drawing information is insufficient

Deliverables: Field Notes added to Base Map in electronic PDF format

3.B Preliminary Alignment Exhibits (10%)

CONSULTANT shall prepare a preliminary plan and Letter Design Report that summarizes its evaluation of the project's constraints, which include the following:

- Potential utility conflicts
- Utility location discrepancies
- Health Department other utility company horizontal and vertical clearance requirements.

The Letter Design Report will also memorialize the design and test pressures, as well as the specified materials for the project. A summary of CITY-approved variances and deviations from standard plans will be included in the Letter Design Report.

*Deliverables: Letter Design Report
Preliminary Alignment Exhibits*

Task 4. Final Engineering Design

4.A Design and Construction Drawings (50% and Final Submittals)

Based on the work completed in previous tasks, CONSULTANT shall design and prepare calculations, Plan and Profile drawings for 21,960 feet of water main. The design shall include the following items:

- tie-in connections and necessary related appurtenances
- water meters and laterals
- air/vacuum release valve assemblies

- blow-off/manual drain assemblies
- fire hydrant assemblies

The plans shall illustrate and specify the water main, type of material, sizes, restrained lengths, construction sequencing (valve closures and or line stopping), bypass piping (high-lining) locations, and the quality required for the water main improvement construction. Plan and Profile drawings views will be prepared at 1" = 20' scale, which results in approximately 57 sheets.

Deliverables: Three Sets of Plans for 50% and One Final (6 Sets Total)

4.B Potholing

Record data research of utility as-built information may fail to accurately identify both vertical and horizontal locations of subsurface facilities. Where detailed information is required to construct a tie-in connection or avoid crossing interferences and conflicts, potholing will be used to verify horizontal and vertical depths. CONSULTANT anticipates 50 potholes are required for the project. The type of street pothole repair includes native backfill with permanent cold patch repair per Standard BH114.

Deliverables: Summary of Proposed Pothole Location and Potholing Details

4.C Engineer's Quantity and Cost Estimate (Final)

During preparation of the Final submittal package, CONSULTANT shall prepare an Engineer's Quantity and Cost Estimate for each portion of the project. The estimate shall be tabularized in the same format as the construction document bid sheet. The estimate shall be based on competitive contractor pricing for similar projects in size and location. CONSULTANT shall use actual construction costs from recent projects and cross-check against published databases such as RS Means.

Deliverables: Electronic Copy of Final Opinion of Construction Costs

4.D Construction Specifications (50% and Final) and Bid Documents

Technical specifications shall be submitted with the 50% and Final construction plan submittals. The specifications will include CITY's front end contract documents tailored for this project. CONSULTANT anticipates the previous water main replacement project technical specifications and boiler plate front end documents will be provided in electronic word document format.

One set of the Final Construction Documents shall be provided to CITY. One unbound bond copy of the front end and technical specifications will be stamped and signed by a registered engineer (California) and provided to CITY. The plans and specification shall also be available electronically in PDF format.

Deliverables: Three Sets of Front End and Technical Specifications for 50% Submittals One Bond Copy of the Final Construction Drawings (from Task 4.A) One Unbound Bond Copy of the Front End and Technical Specifications at Final

Task 5. Engineering Support during Bidding and Construction

5.A Contract Document Interpretation and Bidding Assistance

During bidding, CONSULTANT shall provide interpretation and consultation regarding questions and/or requests for clarification to the plans and specifications. CONSULTANT shall assist and support CITY taking the lead in preparing bid addenda as required to provide clarification to contract documents and responses to Requests for Information (RFI) and Requests for Clarifications (RFC). For purposes of this proposal, CONSULTANT budgeted for the preparation of two response to RFIs, and two responses to RFCs.

Deliverables: Two RFIs and Two RFCs

5.B Submittal Review

Each Shop Drawing submittal received from the contractor shall be reviewed for its completeness and conformance to the project specifications and CITY standards by the Design Engineer. Draft shop drawing submittals shall be distributed to CITY for review and final comments before being returned to the contractor for action. CONSULTANT anticipates reviewing 15 submittals total. Typical expected submittals are included in the following list:

- pipe material
- couplings
- joints connections
- valves
- water service piping and meter boxes
- two sack cement slurry mix designs and asphalt mix designs

Deliverables: Draft and Final Shop Drawing Review Comments

5.C Construction Support

The processing of reviewing and responding to RFIs and RFCs is vital to keeping the project on schedule and resolving issues before they become "claims" or "project delays." RFIs and RFCs received from the contractor will be addressed and responded to via fax or email by CONSULTANT's Design Engineer and will be returned to the contractor in a timely manner. In addition, CONSULTANT shall provide a recommendation of approval or denial as to its opinion of whether or not the RFI/RFC response warrants a change order to the contractor. CONSULTANT anticipates responding up to two RFIs and RFCs total and two change order requests.

*Deliverables: Responses to RFIs and RFCs
Responses to Change order Requests*

5.D Construction Staking

CONSULTANT'S licensed land surveyors working from its Santa Monica-office shall efficiently provide construction staking. Street or alley markings shall be painted on the asphalt or concrete at approximately 50 feet intervals including the cut to the top of pipe. Addition points shall include angle points and grade breaks. This task includes meeting with the successful construction contractor to discuss additional staking preferences.

Deliverables: Surveyor's Cut Sheets

5.E Record Drawing Preparation

At the end of the project CONSULTANT shall prepare record drawings based on redline information provided by the contractor. The drawings shall be printed on reverse read Mylar. Each special (non-standard) tie-in connection detail submitted by the contractor shall be added to the as-built drawing, and may include available dimensions, depths, and valve closure information.

Deliverables: One Bond Set of Plans with special Tie-In Connection Details

Task 6. Meetings and Reports

6.A Coordination and Design Progress Meetings

CONSULTANT shall conduct monthly design progress and coordination meetings with CITY personnel to discuss the design progress and design options. For each meeting, agendas and meeting minutes shall be prepared to document project progress, meeting attendees, discussion points, conclusions, and action items. The meeting minutes shall be distributed, organized, and finalized. When preparing this

proposal, CONSULTANT estimated that the design phase requires four months of time, subsequently resulting in 4 monthly meetings. Occasionally, additional meetings may be scheduled to discuss issues not addressed during the regular monthly meetings. CONSULTANT shall schedule the monthly meetings to correspond with each milestone submittal--10% and 50%.

Deliverables: Meeting Minutes

6.B Monthly Reports

CONSULTANT shall prepare monthly summary design reports indicating job status, schedule update, and current project costs. These shall be incorporated into the monthly meetings and be a regular part of the discussion if desired.

Deliverables: Monthly Status Reports

Estimated Project Schedule

CONSULTANT shall commence work within 30 days of receipt of a notice to proceed and shall complete the design in 4 to 6 months. Depending on the construction schedule, project completion is estimated to be within one and one-half years from receipt of notice to proceed.

EXHIBIT B

Fee Schedule FY 2013/14 Water Main Replacement – Various Locations

		Sr. Principal Engineer		Principal Engineer		Project Engineer		Project Designer		Project Coordinator II		Outside Services	Total Not to Exceed		
Hourly Rate		\$180		\$165		\$130		\$65		\$75		Misc			
Design Tasks		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Cost	Hrs	Cost	
Tasks 1 - Utility Research, Tasks 2 - Field Survey															
1.A	Project Kick Off Meeting	4	\$720	4	\$660					6	\$450		14	\$1,830	
1.B	Utility Research and Notification	2	\$360	8	\$1,320	20	\$2,600	40	\$2,600			\$600	70	\$7,480	
2	Field Survey (Topographic)	1	\$180	4	\$660	40	\$5,200					\$31,200	45	\$37,240	
Sub Total		7	\$1,260	16	\$2,640	60	\$7,800	40	\$2,600	6	\$450	\$31,800	129	\$46,550	
Task 3 - Preliminary Engineering Design															
3.A	Site Reconnaissance and Detailed Utility Verification	8	\$1,440	12	\$1,980	20	\$2,600						40	\$6,020	
3.B	Preliminary Alignment Exhibits (10%)	4	\$720	8	\$1,320	166	\$21,580	86	\$5,590	4	\$300		268	\$29,510	
Sub Total		12	\$2,160	20	\$3,300	186	\$24,180	86	\$5,590	4	\$300		308	\$35,530	
Task 4 - Final Engineering Design															
4.A	50% and 100% Plans	20	\$3,600	24	\$3,960	410	\$53,300	100	\$6,500				554	\$67,360	
4.B	Potholing ¹	4	\$720			10	\$1,300			4	\$300	\$41,250	18	\$43,570	
4.C	100% Opinion of Cost	4	\$720	10	\$1,650	8	\$1,040	20	\$1,300	3	\$225		45	\$4,935	
4.D	50% and Final Construction Specifications and Bid Documents	10	\$1,800	40	\$6,600	8	\$1,040			16	\$1,200		74	\$10,640	
Sub Total		38	\$6,840	74	\$12,210	436	\$56,680	120	\$7,800	23	\$1,725	\$41,250	691	\$126,505	
Task 5 - Engineering Support During bidding and Construction															
5.A	Contract Document Interpretation and Bidding Assistance			8	\$1,320								8	\$1,320	
5.B	Submittal Review (15 reviews)	4	\$720	35	\$5,775	8	\$1,040						47	\$7,535	
5.C	Construction Support	4	\$720	40	\$6,600								44	\$7,320	
5.D	Construction Staking			2	\$330	8	\$1,040					\$31,600	10	\$32,970	
5.E	Record Drawing Preparation	1	\$180	2	\$330	55	\$7,150						58	\$7,660	
Sub Total		9	\$1,620	87	\$14,355	71	\$9,230					\$31,600	167	\$56,805	
Task 6 - Meeting and Report															
6.A	Coordination and Design Progress Meetings (4 Meetings)	14	\$2,520			12	\$1,560						26	\$4,080	
6.B	Monthly Reports (4 Reports)	4	\$720	9	\$1,485								13	\$2,205	
Sub Total		18	\$3,240	9	\$1,485	12	\$1,560						39	\$6,285	
													Estimated Reimbursables		\$3,505
Total		84	\$15,120	206	\$33,990	765	\$99,450	246	\$15,990	33	\$2,475	\$104,650	1334	\$275,180	

¹ Potholing includes native backfill with permanent Cold Patch asphalt repair per Standard Plan BH 114.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

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

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

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

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

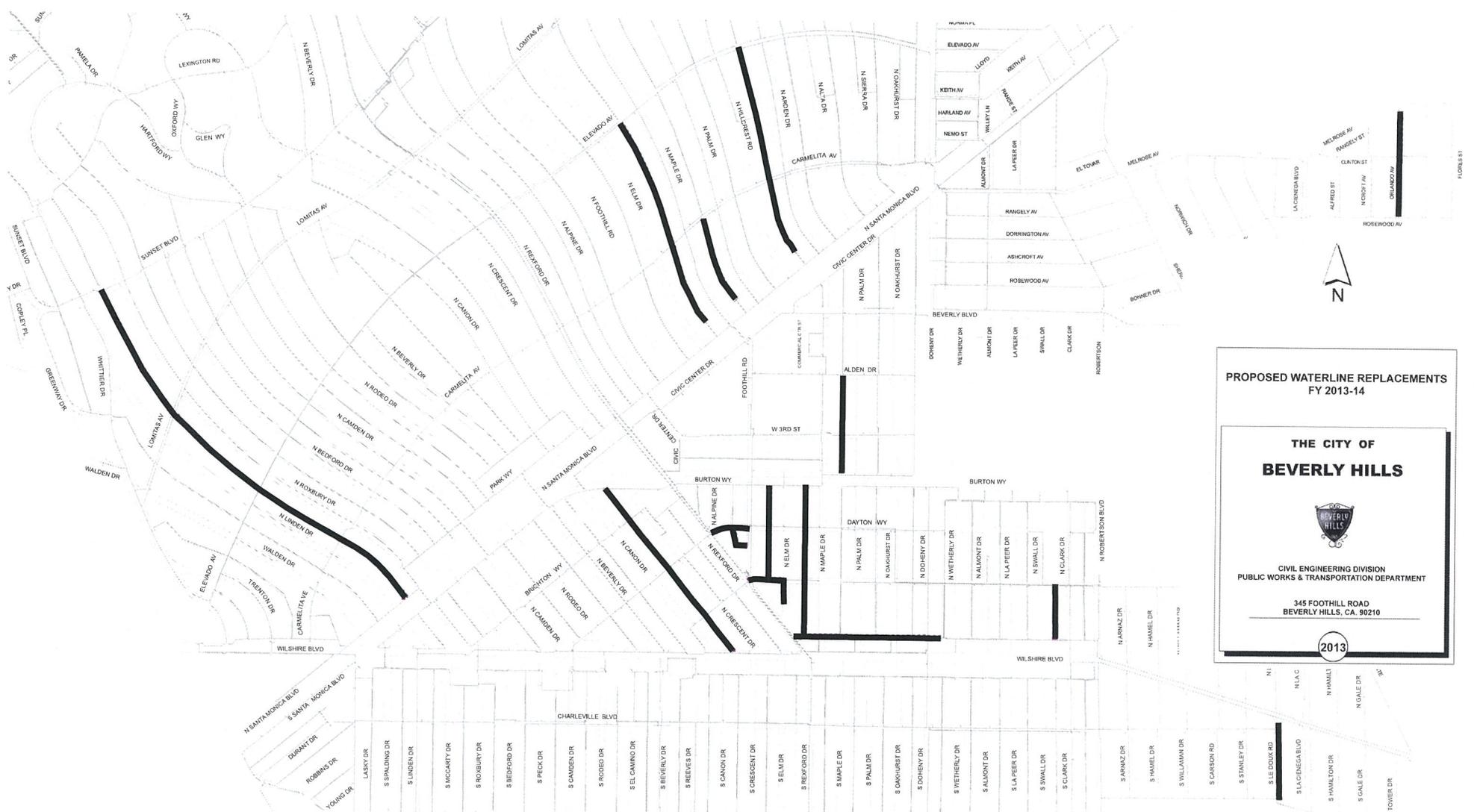
In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

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

DATE : _____ BY : _____

 Authorized Insurance Representative
 TITLE : _____
 AGENCY : _____ Address : _____

Attachment 2



**PROPOSED WATERLINE REPLACEMENTS
FY 2013-14**

**THE CITY OF
BEVERLY HILLS**



CIVIL ENGINEERING DIVISION
PUBLIC WORKS & TRANSPORTATION DEPARTMENT

345 FOOTHILL ROAD
BEVERLY HILLS, CA 90210

2013