



AGENDA REPORT

Meeting Date: June 17, 2014

Item Number: E-10

To: Honorable Mayor & City Council

From: Mark Cuneo, City Engineer
Anne Garvey-Zaworski, Principal Civil Engineer

Subject: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GHD, INC. FOR ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE FY 13/14 REHABILITATION/UPGRADING OF THE CITY OF BEVERLY HILLS'S REVERSE OSMOSIS (R.O.) WATER TREATMENT PLANT (JOB NO. 10102); AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$420,000 TO GHD, INC.

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and GHD to provide engineering design and construction support services for the Rehabilitation/Upgrading of the City of Beverly Hill's Reverse Osmosis Water Treatment Plant project (Job No. 10102); and issuance of a purchase order to GHD in the amount of \$420,000.

INTRODUCTION

The City's Reverse Osmosis Water Treatment Plant located at 345 Foothill Road provides treatment for ground water from three City wells to meet drinking water quality standards. The facility has been operating since 2003 and currently requires maintenance related rehabilitation/repair and operational upgrades. Staff recommends GHD, a consulting firm with extensive experience in similar projects, following a competitive, qualifications based selection process. This report is a request for City Council approval of an agreement between the City of Beverly Hills and GHD for engineering design and construction support services necessary for rehabilitation and operational upgrades to the facility.

DISCUSSION

In February 2001, the City of Beverly Hills and Earth Tech entered into a multi-year design-build-operate-finance agreement for a reverse osmosis water treatment plant with options for the City to purchase and take ownership of the facility after five years. Earth Tech completed construction and began operating the plant in June 2003. In June 2008, the City exercised the option to purchase the water treatment plant and Public Works building at 345 Foothill Road for \$18.25 million. Public Works staff has been operating the facility for the last six years. The water treatment plant was designed to treat 3 million gallons of water per day with the ability to expand treatment to 6 million gallons per day when additional ground water resources are developed. Due to the limited amount of water available from existing wells, the water treatment plant has been operating at an average daily production level of 1 to 1.5 million gallons per day.

Currently, the plant requires several maintenance repairs and operational upgrades. Due to the corrosive nature of chemicals utilized in the water treatment process, several areas of the plant, including pipes, pipe supports, electrical conduits, valves and floor and wall surface coatings have deteriorated and require rehabilitation or replacement. Additionally, staff has identified potential upgrades to the plant control system and components that will improve operational efficiency and safety.

In December 2013, a request for proposal was sent to three engineering consultants that specialize in water treatment plant design and construction. The request for proposal outlined the anticipated scope of maintenance and operational upgrades. Consultants were asked to submit proposals outlining their understanding and approach to the project, availability and experience of key staff, tentative schedule for the design phase, preliminary scope of work and proposed cost/fee. Individual pre-proposal job walks were conducted by the City's Engineering and Water Operations staff with all three proposers in January 2014. Three proposals were received on February 4, 2013.

Engineering and Water Operations staff reviewed and evaluated proposals based on a competitive, Qualifications-Based Selection process typically used by public agencies for the selection of architectural and engineering services for public construction projects. This procurement process includes the evaluation and selection of the most qualified firm, followed by negotiation of the project scope of work, schedule, budget, and consultant fee. Under this procurement process, the cost of the work is not considered when making the initial selection of the best or most qualified provider of the professional service required. The project was discussed at a Public Works Commission meeting during review of on-going capital projects. The Commissioners understood the work was primarily maintenance related and indicated that they did not need to be involved in the consultant selection process.

The evaluation of the proposals resulted in two of the proposers, MWH Global and GHD receiving comparably high rating scores. Consequently, their sealed cost proposals detailing the costs and hourly rates for design, inspection and construction management services were reviewed by staff. The following not-to-exceed cost for services were submitted for the project:

GHD	\$356,614
MWH Global	\$449,528

On April 7, 2014, interviews with the proposed design teams from both firms were conducted. Staff unanimously selected and recommends GHD for this project based on their experience with similar projects and facilities, qualifications and expertise of the proposed staff and project manager and overall value of services provided. GHD has been in business for eighty-six years and is a full service firm employing over 6,000 employees throughout the world including 350 employees in their California offices. GHD's current and past water treatment facility projects include:

Carlsbad 50MG Seawater Desalination Plant
Camp Pendleton Ocean Seawater Desalination Facility Evaluation

Staff recommends that the City enter into an agreement with GHD for engineering consulting services in the amount of \$420,000 to design and prepare construction documents for the project and to provide support services during construction. The \$420,000 includes a contingency amount of \$63,386 which will be expended only in the event that unforeseen conditions are encountered and require additional design or construction support services.

The proposed Agreement (Attachment 1) includes a detailed scope of work and associated cost/fee for the services required for the rehabilitation and upgrading of the treatment plant.

FISCAL IMPACT

Funds for this project are already included in the Capital Improvement Projects budget as follows:

DEPT	FUND	PROJECT NUMBER	SUB-PROJECT NUMBER	FUNDING SOURCE	AMOUNT
35	80	0387	35-80-0387-85040	Water Enterprise Fund	\$420,000

David E. Lightner 
Approved By

Attachment 1

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND GHD, INC. FOR ENGINEERING
DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
THE FY13/14 REHABILITATION/UPGRADING OF THE CITY OF
BEVERLY HILLS'S REVERSE OSMOSIS (R.O.) WATER
TREATMENT PLANT (JOB NO. 10102)

NAME OF CONSULTANT: GHD Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Mark Donovan, Project Manager

CONSULTANT'S ADDRESS: 16451 Scientific Way
Irvine, CA. 92618
Attention: Mark Donovan, Project Manager

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Lightner, Deputy City
Manager/Director of Capital Assets

COMMENCEMENT DATE: June 18, 2014

TERMINATION DATE: December 31, 2015, unless extended
pursuant to Section 2 of the Agreement

CONSIDERATION: Not to exceed \$420,000; and more
particularly described in Exhibit A

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND GHD, INC. FOR ENGINEERING
DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
THE FY13/14 REHABILITATION/UPGRADING OF THE CITY OF
BEVERLY HILLS'S REVERSE OSMOSIS (R.O.) WATER
TREATMENT PLANT (JOB NO. 10102)

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

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 the Commencement Date or upon a written receipt of a 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, based on the
Project Budget and Summary set forth in Exhibit B.

(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 Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B.

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) Professional Liability Insurance [check if applicable]

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.

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

(b) CONSULTANT shall require each of its sub-consultants 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.

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

(b) Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 12(a), 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 12 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. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of twenty years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

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

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

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

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

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

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

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____, 2014, at Beverly Hills, California.

City OF BEVERLY HILLS
A Municipal Corporation

LILI BOSSE
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

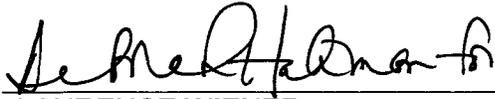
CONSULTANT: GHD Inc.


BOB VILKER
Southwest Operating Center Manager


DUNCAN FINDLAY
General Counsel

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager



DAVID LIGHTNER
Deputy City Manager/Director of Capital
Assets



MARK CUNEO
City Engineer



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONSULTANT shall perform the following services in connection with the Fiscal Year 2013-14 Rehabilitation/Upgrading of CITY's Reverse Osmosis (or "RO") Water Treatment Plant:

Scope of Work

PHASE 1 – DESIGN

Task 1.1 – Project Management

Task 1.1.1 – Kick-Off Meeting (**Meeting #1**): CONSULTANT's Project Manager Mr. Donovan will schedule and conduct the kick-off meeting at CITY's office. Project scope of work, schedule, budget, standards, expectations, and other pertinent items shall be reviewed. An updated project schedule shall be provided in both hardcopy and electronic formats. A meeting agenda shall be prepared by CONSULTANT 24 hours prior and the associated draft minutes within three (3) working days after the meeting. Final meeting minutes shall incorporate CITY comments and be published for the record in both hardcopy and digital (pdf) formats.

Task 1.1.2 – Weekly Coordination Meetings (**Total = 20 in 4 months**): Weekly coordination meetings shall be held with CITY staff to discuss and review project status, submittal and overall progress. Again; a meeting agenda, an updated schedule and budget status shall be prepared by CONSULTANT prior to each meeting in addition to a meeting agenda prepared 24 hours prior and the associated draft minutes within three (3) working days after the meeting with final meeting minutes incorporating CITY comments and being published for record in both hard copy and digital (pdf) formats.

Task 1.1.3 – Technical Workshops (**Total = 2**): CONSULTANT shall conduct the first of two workshops with CITY staff following the Preliminary Design Report (PDR) submittal, to provide professional guidance and discuss a) findings of the plant assessment and b) potential solutions to mitigate the H2S issue and California Department of Public Health (CDPH) observations. The second workshop shall be conducted following CITY's review of the Draft Final Design Submittal to explore comments and address any final concerns prior to commencement of the final design package. Feedback shall be sought from the workshop attendees. CONSULTANT anticipates incorporating these workshops with the Weekly Coordination Meetings (Task 1.1.2) to expedite the project schedule and maximize resources.

Task 1.1.4 – CDPH Coordination Meeting (**Total = 1**): CONSULTANT shall coordinate and attend one (1) meeting with CDPH to discuss alternative options to address the air gap requirements associated with the in-plant brine box located adjacent to the RO skid and scavenger tank inlet pipes.

Task 1.1.5 – Quality Assurance and Quality Control and Safety in Design: Quality Assurance/Quality Control ("QA/QC") Manager, Peter Eccleston, shall attend an internal project kick off meeting and shall work with the design team on ensuring the project goals are met utilizing CONSULTANT's Project Quality Manual (PQM) which operates within the Practice Quality Management System, ISO 9001:2008 and an Environmental Management System, ISO 14001:2004 which are certified by Lloyds Register Quality Assurance. Mr. Donovan shall incorporate CONSULTANT's Safety in Design program throughout all activities in the project including, but not limited to, a Health Safety and Environment (HSE) Job Plan, Job Safety and Environment Analysis (JSEA), and Safety in Design Reviews.

Task 1.1.6 – LA County DPW Industrial Waste Permit Coordination Meeting (**Total = 1**): CONSULTANT shall coordinate and attend one (1) meeting with LA County DPW to procure a new industrial waste discharge permit and/or modify the existing CITY permit.

Task 1.2 – Data Collection and Site Assessment

Task 1.2.1 – Review As-Built Drawings: CONSULTANT shall review all available drawings provided by CITY to be incorporated into the final design of this project.

Task 1.2.2 – Plant Assessment: CONSULTANT shall conduct a single site assessment to survey and document damaged pipes, pipe supports, electrical conduits, concrete floors, walls, existing equipment, and devices. Damages identified shall be presented to CITY in the PDR that shall include mitigation measures for implementation into the final design and associated costs.

Task 1.2.3 – Sulfuric Acid Injectors Inspection: CONSULTANT shall work with plant operators to inspect the sulfuric acid injectors and look for any buildup of material on the injection quill or in the check valve. Additionally, the use of suitable materials of construction for the injection assembly shall be confirmed. The results of this inspection shall be presented to CITY in the PDR.

Task 1.2.4 – Clear Well Assessment: CONSULTANT shall conduct a dry inspection of the concrete rectangular clearwell and vertical turbine product water pumps. *CONSULTANT assumes CITY shall dewater the tank and provide confined space certification.* CONSULTANT shall inspect the concrete surfaces and the integrity of all joints and map any cracks, if present, and note areas of deterioration. CONSULTANT shall also visually assess the vertical turbine pumps for potential corrosion. The results of this assessment shall be presented in the PDR along with CONSULTANT's associated recommendations and costs for CITY review and approval on how to proceed with the final design.

Task 1.2.5 – Utility Trench Assessment: CONSULTANT shall assess and evaluate the existing concrete utility trenches for drainage problems and corrosion. The results of the evaluation shall be presented to CITY in the PDR that shall include mitigation measures for implementation into the final design and associated costs.

Task 1.2.6 – Industrial Waste Line Condition Assessment: CONSULTANT shall contract a licensed contractor to gain access to and CCTV camera the existing 6-inch and 8-inch industrial waste lines. CONSULTANT's understanding of these lines is based entirely upon the existing plumbing plan provided by CITY. The specific 6-inch segment to be video recorded includes the north-south line inside the office side of the building between the existing 4" clean out just inside the RO Treatment Plant to the tee along the east-west 8-inch line generally located in the hallway outside the sewer maintenance crew room. The 8-inch east-west line spans between the 6-inch north-south line described above and the existing industrial waste discharge box located in the planter area outside the Public Works building fronting Foothill. CONSULTANT shall review the associated CCTV videos to locate the approximate point(s) of collapse of the 6-inch line and assess the overall condition of both lines. Recommendations shall be provided in the preliminary design and subsequent final design documents for construction. Work under this task shall restore the pipe segment removed for insertion of the CCTV camera, backfilling the associated hole, and restoration of the localized concrete slab foundation removed for initial access.

Task 1.2.7 – Industrial Waste Line Dye Testing

CONSULTANT shall facilitate dye testing of Plant and Public Works building industrial waste drain lines to confirm points of discharge to the sanitary sewer trunk lines in Foothill Road. *CONSULTANT assumes*

assistance by CITY staff shall be provided for access, but CONSULTANT staff shall conduct the exploratory testing, collect data, and record findings to understand the path of drain lines.

Task 1.3 – Mapping

Task 1.3.1 – Base Mapping: CITY Operations staff indicated that detailed mapping of the entire Plant would not be necessary for this project and should be limited to the improvements associated with the scope of work of this project effort. Therefore, CONSULTANT anticipates utilizing the existing Plant drawings provided by CITY and supplemented with limited field surveying (see Task 1.3.2) to prepare a base map for the corresponding work for this project. CONSULTANT shall utilize a current version of AutoCAD for the production of the base maps for incorporation to project graphics and design plans.

Task 1.3.2 – Surveying: CONSULTANT shall provide limited field surveying to capture some critical elevations in the Plant for proper drainage. Specifically, CONSULTANT shall utilize local control and a baseline elevation from existing Plant drawings provided by CITY to capture elevations of the:

- Industrial waste drainage system
- Brine disposal system, and along the
- Floor of the utility trench

This shall provide CONSULTANT's design team the information necessary to:

- Design a new industrial waste drainage system
- Build an engineering case to utilize the difference in elevation between the interior brine box and exterior brine diversion structure instead of constructing a new air gap
- Correct the existing drainage issues in the utility trenches

Task 1.4 – Industrial Waste Line

Task 1.4.1 – Industrial Waste Line Design: CONSULTANT shall evaluate corrective strategies for the existing disintegrated 6-inch and 8-inch cast iron industrial waste lines plus the incorporation of additional floor drains in the Plant. Alternatives shall be presented to CITY in the PDR along with CONSULTANT's associated recommendation(s) for CITY review and approval. Upon finalization of the recommendations of the PDR, CONSULTANT shall prepare a final alignment design containing plan and profiles, a new industrial waste discharge box (if required), and corresponding details necessary for construction including associated construction costs. Details pertaining to the design submittals are included in Task 1.16.

Task 1.4.2 – Industrial Waste Discharge Permitting Assistance: Based on a conversation with the Environmental Programs Division (EPD) of Los Angeles County Department of Public Works, CONSULTANT makes the following assumptions and anticipates executing the subsequent tasks to modify the existing and/or obtain a new industrial waste discharge permit:

- CONSULTANT shall need to file a new permit application for the new proposed connection to the sewer (if required).
- Along with the new permit application, CONSULTANT shall need to submit four (4) copies of the plans showing the design of the new connection, and the sample/monitoring box with pH instrumentation (if required).
- Prepare a separate permit application to revise the existing industrial waste permit (if required).
- *CONSULTANT assumes CITY shall provide the necessary information to completely fill out the permit applications.*

- *CONSULTANT assumes the application fees for CITY shall be waived as Environmental Programs Division ("EPD") staff indicated past fees have been waived. If otherwise, CONSULTANT assumes CITY shall pay all applicable fees outside the budget established in this contract.*
- CONSULTANT assumes the initial permit application submittals shall be delivered to the County via mail, but the final permit application submittals shall require processing through the County's permit counter.
- The permit procurement process shall require a meeting at the Los Angeles County Department of Public Works. CONSULTANT has allotted for one (1) meeting at their Alhambra office.

Task 1.5 – Clear Well

Task 1.5.1 – Product Water Pumps: Based upon the assessment outlined in Task 1.2, CONSULTANT shall provide recommendations regarding the exterior condition of the existing vertical turbine pump suction bells, pump bowls, and column pipe. The recommendations and associated construction costs shall be documented in the PDR for CITY approval and included in the final contract documents for construction.

Task 1.5.2 – Water Sampling System: CONSULTANT shall design a sampling pump and associated piping, electrical, and control systems to allow CITY staff to monitor free chlorine residual independent of operating the product water pumps. CONSULTANT shall provide a sizing and location of the penetration and water tightness for the installation.

Task 1.5.3 – Coating System: CONSULTANT shall consult with coating manufacturers, recommend, and specify an appropriate coating system for the clear well. The selected coating system shall take into consideration the chemical composition of the water inside the clear well and NSF-61 certification requirements. These recommendations and associated construction costs shall be included in the PDR and included in the final contract documents.

Task 1.5.4 – Clear Well Overflow Sensor: The clear well currently overflows through an outlet outside the westerly side of the plant to the storm drain. Its current configuration provides CITY staff the tools to only estimate reported volume of water discharged to the storm drain for Water Quality Control Board requirements. CONSULTANT shall specify a level sensor or flow switch at the overflow to provide CITY staff the information necessary to determine actual volumes being discharged for a more accurate account of Plant operation. Recommendations of the applicable devices and associated instrumentation and control equipment and associated costs shall be documented in the PDR for CITY review and approval. Final PDR recommendations shall be incorporated into the final design plans and contract documents for ultimate construction.

Task 1.6 – Utility Trenches

The existing utility trenches contain areas that collect standing water and show signs of significant chemical corrosion. To mitigate this, CONSULTANT shall specify improvements for both proper drainage and the application of an appropriate corrosion inhibiting coating system. These recommendations (in addition to associated construction costs) shall be included in the PDR and included in the final contract documents.

Task 1.7 – In-Plant Valves and Operators

CONSULTANT assumes six (6) manually actuated isolation valves which operate the RO CIP system shall be fitted with new motor operators to provide remote operation. These valves are subject to CITY

confirmation, but include the following: V920, V921, V922, V923, V924, and V925 per the RO Plant drawings provided by CITY. CONSULTANT shall also work with CITY staff to identify which of these valves may require complete replacement based upon visual inspection of the exterior. The valves shall be mapped and presented in the PDR (together with associated construction costs) for CITY approval. The final contract documents shall include the valves, associated power supply, and control system design elements for ultimate construction.

Task 1.8 – Air Gaps and Odor Issues

Task 1.8.1 – Brine Box: The current brine discharge for the RO treatment system contains a two-fold problem. The first problem relates to the emission of hydrogen sulfide gas into the plant building creating a potential safety risk to the building occupants. According to Water Operations staff this has been recently lessened through the increase of chlorine injected in the bottom of the brine box to oxidize the hydrogen sulfide and the application of rubber mats on top of the brine box to prevent any remaining gases from escaping. The second problem relates to a non-existent DPH-required air gap on the discharge line into the brine box. A traditional air gap includes a vertical distance (typically a single pipe diameter) from the top of the drain overflow to the point of discharge that effectively creates a physical separation between the two, preventing any overflowing fluid in the brine box being siphoned back into the discharge piping and in this case contaminating the membranes. Unfortunately, by adding such a traditional air gap, gases would again be released resulting in unwanted odors in the building. CONSULTANT proposes a multi-layered approach to the brine box issues including both odor control and the air gap. CONSULTANT anticipates that this approach, including the evaluation of an insertable vortex drop structure, to mitigate the violent splashing of flow hitting the bottom of the brine discharge box for odor control. Another odor control measure would be the consideration of an exhaust hood installed on top of the brine box that would pull a negative draft inside the brine box and send odors to the existing scrubber. The discharge piping could also be replumbed with large diameter piping to effectively slow down the flow discharged into the brine box. The incorporation of a mechanical cross-connection prevention device may be considered as an alternative to the traditional air gap. Finally, the discharge pipes could be reconfigured to discharge from above the overflow lip of the existing brine box providing a true air gap.

Task 1.8.2 – CIP Scavenger Tank Inlet Pipes: CONSULTANT shall provide a design to reroute the inlet pipes to the scavenger tank to address the June 2013 observation provided by CDPH. Currently the tank inlet and overflow pipe connections are at the same elevation thus violating the concept of an air gap. An acceptable CDPH alternative includes reconfiguring the inlet piping to the top of the CIP scavenger tank. This effectively locates the air gap inside the tank which is an acceptable alternative through CDPH.

Task 1.9 – Bulk Chemical Tank Containment Area Improvements

Task 1.9.1 – Drain Line Shields: Design a protective shield for the existing drain line and isolation valve for each of the three bulk chemical tanks. The protective shields shall be kick-resistant and fabricated with corrosion resistant materials such as stainless steel and maintain access and functionality of the isolation valves for each of the individual chemical tanks.

Task 1.9.2 – Coating Systems: CONSULTANT shall consult with coating manufacturers, recommend, and specify appropriate coating systems for each of the bulk chemical tank areas. The selected coatings shall take into consideration the associated chemical contents of each individual tanks. These recommendations and associated construction costs shall be included in the PDR and included in the final contract documents.

Task 1.10 – Chemical Spill Panic Alarm System

CONSULTANT shall design a panic/alarm button at the entry to each chemical containment area that shall: a) activate an audible alarm, b) send an alarm to SCADA that would send out an alert, and c) send an alarm to the fire department notifying them of the situation indicating what chemical is involved in incident. CONSULTANT shall also specify motor operated valves on the flange of the outlet pipes of each bulk storage tanks that shall be interconnected with both the SCADA system and panic/alarm system that shall remotely isolate the contents of each tank. The PDR shall also include options for automatically detecting a leak and communicating an alarm prior to detection by personnel.

CONSULTANT assumes the above work shall be supplied and installed by the selected Contractor, but all software programming shall be completed by MacroAutomatics (CITY's system integrator).

Task 1.11 – Plant Floor Improvements

Task 1.11.1 – Floor Drains: New floor drains and clean outs in the Plant and Public Works building shall be added to mitigate ponding water in front of the scrubbers, air strippers, and flush tank. CONSULTANT anticipates cutting in a floor drain directly to the industrial waste line adjacent to the scrubber. However, more remote areas away from the current industrial waste line alignment may drain directly to the existing utility trenches to mitigate longer runs of new pipe and cutting of the existing plant concrete floor slab. These shall be included in the rehabilitation/replacement of the industrial waste line as further described in Task 1.4.

Task 1.11.2 – Floor Coating System: CONSULTANT shall consult with coating manufacturers, recommend, and specify appropriate coating systems for each of the Plant floor. The selected coating shall take into consideration the potential chemical contact from the various Plant processes. These together with associated construction costs shall be documented in the PDR for CITY consideration and final incorporation into the contract documents for ultimate construction.

Task 1.12 – Damage Repairs

Based upon the assessments identified under Task 1.2, CONSULTANT shall prepare a list of recommended improvements and associated mitigating measures of damaged equipment, facilities, and materials within the Plant. These shall be documented (together with associated construction costs) in the PDR for CITY consideration and final incorporation into the contract documents for ultimate construction.

Task 1.13 – Plant Control System Improvements

CONSULTANT shall provide construction documents for the following:

- Industrial PC and monitor to replace existing PanelView on RO control panel
- Ethernet CAT-5e cable from the RO control panel to the master RTU panel
- Additional I/O modules (or PLC) and wiring in existing RO panel to control the proposed electrical CIP system valve actuators
- Level sensor and/or flow switch to indicate the Clear Well is overflowing
- Allen-Bradley Control Logix CPU
- Connect Flush Tank and Scavenger Tank analog levels to DCS analog inputs

CONSULTANT assumes the above work shall be supplied and installed by the selected Contractor, but all software programming shall be completed by MacroAutomatics (CITY's system integrator).

Task 1.14 – Pre-Filter Expansion

CONSULTANT learned at the Plant tour that a percentage of raw water bypasses the existing pre-filters as blend-water in the clear well. CITY staff indicated on an annual basis that sand is removed from the clear well and air strippers as a result of utilizing the non-filtered bypass water. Therefore, CITY would like to explore the possibility of passing 100% of raw water through the pre-filters going forward. This shall require CONSULTANT to evaluate the capacity of the two existing pre-filter units and determine if suitable for the additional loading. If not, CONSULTANT can recommend the expansion of the existing configuration comprised of either new filter units or the addition of a third identical filter unit including the associated piping, instrumentation, and control. The recommendations (and associated construction costs) shall be documented in the PDR for CITY review and approval. Final PDR recommendations shall be incorporated into the final design plans and contract documents for ultimate construction.

Task 1.15 – Preliminary Design Report

Task 1.15.1 – Draft PDR: CONSULTANT shall prepare a Draft PDR that shall include design concepts, alternatives, construction materials comparisons, anticipated budgetary level construction costs, construction schedule, and the associated recommendations. CONSULTANT shall submit four (4) hardcopies and a compact disc containing the digital files in both pdf and original formats of the Draft PDR document for CITY review.

Following CITY's review of the Draft PDR, CONSULTANT shall conduct a Draft PDR review workshop with CITY staff to step through the Draft PDR document, CONSULTANT's findings, potential construction costs and CITY comments developed during CITY's review period.

Task 1.15.2 – Final PDR: CONSULTANT shall compile CITY comments from CONSULTANT's review of the Draft PDR and discussions during the Draft PDR Workshop into a Final PDR document. CONSULTANT shall submit two (2) hardcopies of the Final PDR document and a compact disc containing the digital files in both pdf and original formats.

Task 1.16 – Final Design Plans, Specifications, and Engineering Cost Opinion

Task 1.16.1 – Draft Final Design Submittal: CONSULTANT shall prepare a complete package of contract documents for the bidding and construction of the rehabilitation work associated with this project. A total of 31 Design Plan sheets shall be required. The CITY's standard boilerplate specifications shall be the base of contract specifications, and shall be supplemented with CONSULTANT technical specifications. CONSULTANT's draft final design submittal shall include four (4) sets of updated plans and copies of the contract documents, specifications, and cost opinion. Digital copies of the submittal shall be provided per CITY's Digital Submittal Requirements for all Public Works CIPs (per Exhibit A in the RFP). Following CITY's review, all appropriate comments shall be incorporated into the Final Design Submittal.

Task 1.16.2 – Final Design Submittal: CONSULTANT's final submittal to CITY shall include one (1) set of Mylars and an original set of contract documents and specifications signed by California licensed Civil and Electrical Engineers. This submittal shall also include the final cost opinion and any applicable design calculations. Digital copies of the plans and specifications on compact disc shall be provided per CITY's Digital Submittal Requirements for all Public Works CIPs (per Exhibit A in the RFP).

Task 1.17 – Bidding

Task 1.17.1 – Technical Support: CONSULTANT shall provide technical support to CITY in answering bidder's questions and clarifications during a single bid period. CONSULTANT shall also attend a single pre-bid meeting at the plant and handle changes and addendums to the bid documents.

Task 1.17.2 – Bidding/Award Documents: CONSULTANT shall assist CITY with the preparation of bidding/awarding documents for a single bid period including the evaluation of contractor bids and conducting provided reference checks.

(a) PHASE 2 – CONSTRUCTION

Task 2.1 – Engineering Services During Construction

Task 2.1.1 – Shop Drawing Review (**Total = 24**): CONSULTANT shall provide engineering support during construction by responding to shop drawings submitted for construction. CONSULTANT anticipates up to 24 shop drawing submittal packages shall be necessary to complete this project. Additional shop drawing submittal packages can be provided at an additional time and materials basis.

Task 2.1.2 – Request for Information/Request for Clarification ("RFI/RFC") (**Total = 8**): CONSULTANT shall provide engineering support during construction by responding to RFIs/RFCs and shall prepare the associated plan revisions necessary for construction. CONSULTANT anticipates up to eight (8) RFIs/RFCs shall be necessary to complete this project. Additional RFIs/RFCs can be provided at an additional time and materials basis.

Task 2.1.3 – Record Plan Support: Upon the completion of construction, CONSULTANT assumes the contractor and Construction Manager Butier shall record deviations to the contract documents in one master document. This master document of changes shall be turned over to CONSULTANT's CAD technicians who shall create final drawings which shall be stamped "As-Built." CONSULTANT shall deliver to CITY a final set of stamped and signed "As-Built" Mylar plans as well as a compact disc with the associated AutoCAD drawing files in their native DWG format.

Task 2.2 – Full Time Inspection and Construction Management

The CONSULTANT/Butier team shall provide one full full-time general Field Inspector and one part-time Resident Engineer for the 6-month construction period stipulated in the RFP. The Field Inspector shall be present 40 hours per week (960 total hours) based on a 26-week schedule. The Resident Engineer shall be present 8 hours per week (192 total hours) to review schedules, change orders, perform estimates, and be the primary point of contact for CITY Water operations staff for contact administration issues.

The final Full Time Inspection and Construction Management scope and fee shall be determined based upon the effort associated with the Draft Final Design Submittal. At that time, the CONSULTANT/Butier Team shall assess the required staffing effort and provide this information to CITY for approval.

Task 2.2.1 – Pre-Construction Phase

- Coordinate Construction Administration Procedure — The CONSULTANT/Butier Team shall implement a Document Management/Tracking System scaled to meet project needs. The system shall include various forms of computerized data, reports, documents control, and software programs for contract administration purposes. Butier utilizes Box.com to track submittals and correspondence between key parties. The system tracks the status of submittals, meeting minute items, RFIs, change

orders, and potential change orders. Graphical and text reports can be generated to display the progress of certain groups of documents. Items can be linked to Primavera Project Planner (P6) scheduled activities in order to enhance the project-tracking effectiveness. CONSULTANT's IT infrastructure allows information to be disseminated via the Web and is fully cloud based. This allows collaborative project solutions and provides a secure redundant environment for project information.

Task 2.2.2 – Construction Phase

- Document the Existing Site Conditions — The Field Inspector(s) shall document the existing conditions of the proposed project staging area(s) and impacted pipeline alignment with photographs, video tape, and written observation logs. Documentation shall be provided to CIYT immediately before, during, and following the completion of construction. The Resident Engineer and Field Inspector(s) shall maintain the project files, records, correspondence, and (digital) photo library of progress.
- Daily Inspection Services — Butier shall provide daily inspection services at the project site to verify that the Contractor's work and submitted material and product data is performed and procured in compliance with the Contract documents, industry standards, and applicable codes, environmental, and local regulations.
- Special Inspection Services — Special inspection services including: coatings, electrical, materials, and geotechnical shall be determined upon the submittal of the Draft Final Design Submittal.
- Submittal and Shop Drawing Management — The Resident Engineer shall be responsible for managing, logging, and tracking the Contractor's submittals and shop drawings to and from the Engineer of Record. The Resident Engineer shall also verify compliance with the construction specifications and design standards to expedite revisions and corrections to the submittal or shop drawings.
- Monitor the Contractor's CPM Schedule and Updates — The Resident Engineer shall review and monitor the Contractor's CPM schedule on a weekly basis during the Weekly Construction Progress Meeting to coordinate work activities.
- Weekly Construction Progress Meetings — The Resident Engineer and/or Field Inspector(s) shall attend and participate in weekly construction progress meetings with representatives of CITY staff, jurisdictional agencies, subcontractors, design engineer (if required) and other key individuals to address all project matters. Each meeting shall cover site safety, progress, job problems, and any actions requiring clarification of design intent, ambiguities in contract documents, and other key issues. Action monitoring shall be implemented to ensure compliance and timely response by all parties.
- Daily Inspection Reports — The Field Inspector(s) shall prepare and submit to CITY: daily inspection reports, documenting construction activities including the date, day of week, and weather conditions; hours of work; personnel on site; time periods of equipment being used; idle or inoperable equipment; details of each activity; difficulties encountered; controversial matters/disputes; deficiencies and violations; instructions issued to the construction contractor; safety concerns; description of accidents; major material and equipment deliveries to the site; names of visitors to the site; and delays and extra work. Inspection reports shall be submitted to CITY on a weekly basis.

- **Change Order and Claim Management** — The Resident Engineer shall participate in the change order and construction documents review process and advise CITY of equitable cost and time adjustments for proposed or authorized changes including credits, if any, that are due, and assist in management of all contractor claims in accordance with the contract documents. The Resident Engineer shall coordinate with CITY staff to resolve conflicts in the plans and specifications, contractor suggested design changes, and design changes necessitated by unforeseen field conditions.
- **Digital Photographic Library** — The Field Inspector(s) shall provide and log construction digital photographs on a regular basis. A digital photographic library of significant construction activities shall be maintained. The photographs shall be labeled with the date, location, and narrative information. Additional digital photographs shall be taken to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.
- **Contractor's Safety Program** — The Resident Engineer shall monitor the Contractor's safety program required for compliance with Cal/OSHA. The Contractor shall submit a copy of its current health and safety plan modified to reflect site-specific health and safety conditions related to CITY Water Operations staff. All issues with respect to traffic, haul routes, work areas, safety clothing, hazardous waste, etc. shall be discussed. All CAL/OSHA safety regulations are to be strictly enforced by the Contractor's Safety Engineer.
- **Record Drawings** — The Resident Engineer shall monitor the record drawings for the project. Record drawings shall be prepared by the Contractor to ensure that timely recording of drawings are being accomplished. CONSULTANT shall have ensured that construction contract documents shall provide CITY with the ability to withhold a percentage of the monthly pay request to ensure timely completion of record drawings.
- **Prepare and Maintain Detailed Punch List Items** — The Field Inspector(s) shall prepare and maintain detailed project punch lists and shall oversee and coordinate construction testing and start-up for final recommendation for final acceptance. Upon correction of deficiencies by the Contractor, the Field Inspector(s) shall schedule, coordinate, and conduct a final walk-through prior to the acceptance of work with CITY and provide certification of Contractor compliance on work items specifically requested by the Resident Engineer.

Task 2.2.3 – Start-Up / Testing Phase

- **Prepare Detailed Punch Lists & Submit Final Payment Requests** — The CONSULTANT/Butier team shall prepare detailed project punch lists at the close out of the project and shall oversee and coordinate construction testing and start-up for final recommendation for final acceptance. Upon correction of deficiencies by the Contractor, the Field Inspector(s) shall schedule, coordinate, and conduct a final walk-through prior to the acceptance of work with CITY Operations staff and provide certification of Contractor compliance on work items specifically requested by the Resident. The Field Inspector(s) shall prepare recommendations and documents for CITY approval of Certificates of Substantial Completion and Notices of Completion, and verify that work, testing, cleanup, and demobilization are complete.
- **Coordinate Construction Testing, Technical Training & Start-Up Procedures** — The Resident Engineer shall coordinate with CITY and the Contractor for construction testing, technical training, and start-up procedures. The CITY Operations staff shall coordinate performance testing (if necessary) with the manufacturer's representative, the Resident Engineer, and the Contractor to

ensure all equipment and processes meet the Contract requirements and all project warranties are maintained.

- **Assist in Project Closeout, Warranties, Guarantees and O & M Manuals —** The Resident Engineer shall assist in project closeout and assembly, warranties and guarantees and operations and maintenance manuals to ensure they are turned over to CITY for their files and project library. Once CITY accepts any part of the facility for purposes of beneficial use, it shall be formalized by documentation that describes the construction and date accepted and informs CITY that the warranty period has started as of that date.
- **Verify Contractor's Project Record Drawings —** The Resident Engineer shall review the Contractor's project record drawings for accuracy and completeness.
- **Turn Over All Documents and Files —** CONSULTANT/Butler shall assist CITY to provide documents (hard copy and electronic format) in a format that is acceptable.

(b) Design Plan Sheet Count Table

The following table shows a list of sheets CONSULTANT anticipates shall be required to complete this project.

Sheet No.	Drawing No.	Plan Description
1	G-1	Title Sheet, Project Vicinity Map, and Sheet Index
2	G-2	Notes, Legend, and Abbreviations
3	C-1	Civil Site Plan
4	C-2	Industrial Waste Line Plan & Profiles
5	C-3	Civil Details
6	S-1	Structural Symbols and Abbreviations
7	S-2	Structural Details 1
8	S-3	Structural Details 2
9	M-1	Mechanical Symbols and Abbreviations
10	M-2	Mechanical Site Plan - RO Plant
11	M-3	Mechanical Site Plan - Bulk Chemical Storage Area
12	M-4	Mechanical Sections - Utility Trenches
13	M-5	Mechanical Sections - Brine Box
14	M-6	Mechanical Sections - Scavenger Tank
15	M-7	Utility Trench - Plan
16	M-8	Utility Trench - Sections
17	M-9	Clear Well Overflow Sensor - Plan & Sections
18	M-10	Clear Well Sampling Pump - Plan & Sections
19	M-11	HVAC Scrubber Duct Work - Plan & Sections
20	M-12	Mechanical Details 1
21	M-13	Mechanical Details 2
22	E-1	Electrical Symbols and Abbreviations
23	E-2	Electrical Site Plan - RO Plant
24	E-3	Electrical Site Plan - Bulk Chemical Storage Area
25	E-4	Electrical Single Line Diagram
26	E-5	Revised Panel (PNL-100) Schedule
27	E-6	Conduit Schedule
28	E-7	Electrical Details
29	I-1	Instrumentation & Control Symbols and Abbreviations
30	I-2	P&ID - RO Plant
31	I-3	P&ID - Bulk Chemical Storage Area

EXHIBIT B
PROJECT BUDGET AND SUMMARY

City of Beverly Hills
 Fee Proposal – Reverse Osmosis (R.O.) Water Treatment Plant Remediation Project
 February 7, 2014 (Revised May 5, 2014)



Task Description	Hourly Rates												Total Hours	Labor	Subs	ODC	Total
	Project Principal	QA/QC	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Staff Engineer	Resident Engineer	Field Inspector	Special Inspector	CAD Designer	Project Assistant						
Task 1.1.1 – Kick-Off Meeting (Meeting #1)	3		3	5							1	12	\$ 2,290	\$ -	\$ 72	\$ 2,362	
Task 1.1.2 – Wkly Coord Meetings (10 mtgs & 10 calls)			40	80							20	140	\$ 24,100	\$ -	\$ 840	\$ 24,940	
Task 1.1.3 – Technical Workshops (Task 1.1.2)													\$ -	\$ -	\$ -	\$ -	
Task 1.1.4 – CDPH Coordination Meeting (1 meeting)			4	5							1	10	\$ 1,780	\$ -	\$ 60	\$ 1,840	
Task 1.1.5 – QA/QC & Safety in Design (see specific tasks)													\$ -	\$ -	\$ -	\$ -	
Task 1.1.6 – LACDPW Waste Permit Mtg (Task 1.4.2)													\$ -	\$ -	\$ -	\$ -	
Task 1.1 – Project Management	3		47	90							22	162	\$ 28,170	\$ -	\$ 972	\$ 29,142	
Task 1.2.1 – Review As-Built Drawings			2	2	8							12	\$ 2,160	\$ -	\$ 72	\$ 2,232	
Task 1.2.2 – Plant Assessment			6	6							2	14	\$ 2,370	\$ -	\$ 84	\$ 2,454	
Task 1.2.3 – Sulfuric Acid Injectors Inspection (Task 1.2.2)													\$ -	\$ -	\$ -	\$ -	
Task 1.2.4 – Clear Well Assessment (Task 1.2.2)													\$ -	\$ -	\$ -	\$ -	
Task 1.2.5 – Utility Trench Assessment (Task 1.2.2)													\$ -	\$ -	\$ -	\$ -	
Task 1.2.6 – Industrial Waste Line Condition Assessment				8	12							20	\$ 3,580	\$ 4,140	\$ 120	\$ 7,840	
Task 1.2.7 – Industrial Waste Line Dye Testing				8								8	\$ 1,480	\$ -	\$ 48	\$ 1,528	
Task 1.2 – Data Collection and Site Assessment			8	18	26						2	54	\$ 9,590	\$ 4,140	\$ 324	\$ 14,054	
Task 1.3.1 – Mapping		1		4							8	15	\$ 2,060	\$ -	\$ 90	\$ 2,150	
Task 1.3.2 – Surveying		1	1	4								7	\$ 1,220	\$ 6,210	\$ 42	\$ 7,472	
Task 1.3 – Mapping		1	1	4							1	7	\$ 1,220	\$ 6,210	\$ 42	\$ 7,472	
Task 1.4.1 – Industrial Waste Line Design				12		18					24	56	\$ 7,680	\$ -	\$ 336	\$ 8,016	
Task 1.4.2 – Industrial Waste Discharge Permitting			5	4		19					3	31	\$ 4,505	\$ -	\$ 186	\$ 4,691	
Task 1.4 – Industrial Waste Line			5	4		19					3	31	\$ 4,505	\$ -	\$ 186	\$ 4,691	
Task 1.5.1 – Product Water Pumps			4	2								6	\$ 1,150	\$ -	\$ 36	\$ 1,186	
Task 1.5.2 – Water Sampling System				4	12	8					8	34	\$ 5,030	\$ -	\$ 204	\$ 5,234	
Task 1.5.3 – Coating System				1	8	4						14	\$ 2,200	\$ -	\$ 84	\$ 2,284	
Task 1.5.4 – Clear Well Overflow Sensor				2	12	8					8	31	\$ 4,585	\$ -	\$ 186	\$ 4,771	
Task 1.5 – Clear Well			4	9	32	20					16	85	\$ 12,965	\$ -	\$ 510	\$ 13,475	
Task 1.6 – Utility Trenches				4	8	6						24	\$ 3,670	\$ -	\$ 144	\$ 3,814	
Task 1.6 – Utility Trenches				4	8	6						24	\$ 3,670	\$ -	\$ 144	\$ 3,814	
Task 1.7 – In-Plant Valves and Operators				4	32						24	61	\$ 9,295	\$ -	\$ 366	\$ 9,661	
Task 1.7 – In-Plant Valves and Operators				4	32						24	61	\$ 9,295	\$ -	\$ 366	\$ 9,661	
Task 1.8.1 – Brine Box			24	8	12	14					24	84	\$ 13,180	\$ -	\$ 504	\$ 13,684	
Task 1.8.2 – CIP Scavenger Tank Inlet Pipes			3	6		8					8	26	\$ 3,810	\$ -	\$ 156	\$ 3,966	
Task 1.8 – Air Gaps			27	14	12	22					32	110	\$ 16,990	\$ -	\$ 660	\$ 17,650	
Task 1.9.1 – Drain Line Shields				6		4					6	17	\$ 2,445	\$ -	\$ 102	\$ 2,547	
Task 1.9.2 – Coating Systems				1	8	4						14	\$ 2,200	\$ -	\$ 84	\$ 2,284	
Task 1.9 – Bulk Chemical Tank Area Improvements				7	8	8					6	31	\$ 4,645	\$ -	\$ 186	\$ 4,831	
Task 1.10 – Chemical Spill Panic Alarm System				2	24	3					12	43	\$ 6,565	\$ -	\$ 258	\$ 6,823	
Task 1.10 – Chemical Spill Panic Alarm System				2	24	3					12	43	\$ 6,565	\$ -	\$ 258	\$ 6,823	
Task 1.11.1 – Floor Drains				4	5	6					6	21	\$ 3,145	\$ -	\$ 126	\$ 3,271	
Task 1.11.2 – Floor Coating System				1	8	4						14	\$ 2,200	\$ -	\$ 84	\$ 2,284	
Task 1.11 – Plant Floor Improvements				5	13	10					6	35	\$ 5,345	\$ -	\$ 210	\$ 5,555	
Task 1.12 – Damage Repairs				3	8	6					6	23	\$ 3,485	\$ -	\$ 138	\$ 3,623	
Task 1.12 – Damage Repairs				3	8	6					6	23	\$ 3,485	\$ -	\$ 138	\$ 3,623	
Task 1.13 – Plant Control System Improvements				2	20	3					12	39	\$ 5,865	\$ -	\$ 234	\$ 6,099	
Task 1.13 – Plant Control System Improvements				2	20	3					12	39	\$ 5,865	\$ -	\$ 234	\$ 6,099	
Task 1.14 – Pre-Filter Expansion			8	2	24	10					12	57	\$ 8,995	\$ -	\$ 342	\$ 9,337	
Task 1.14 – Pre-Filter Expansion			8	2	24	10					12	57	\$ 8,995	\$ -	\$ 342	\$ 9,337	
Task 1.15.1 – Draft PDR	1	2	4	6	4	13					8	40	\$ 6,110	\$ -	\$ 240	\$ 6,350	
Task 1.15.2 – Final PDR		1	2	4	6	2					8	25	\$ 3,770	\$ -	\$ 150	\$ 3,920	
Task 1.15 – Preliminary Design Report	1	3	6	10	10	15					16	65	\$ 9,880	\$ -	\$ 390	\$ 10,270	
Task 1.16.1 – Draft Final Design Submittal (31 sheets)	2	2				8					31	47	\$ 5,990	\$ -	\$ 282	\$ 6,272	
Task 1.16.2 – Final Design Submittal (31 sheets)		1				6					8	17	\$ 2,130	\$ -	\$ 102	\$ 2,232	
Task 1.16 – Final Design Plans, Specifications and Costs	2	3				14					39	64	\$ 8,120	\$ -	\$ 384	\$ 8,504	
Task 1.17.1 – Technical Support			2	4		6					2	14	\$ 2,090	\$ -	\$ 84	\$ 2,174	
Task 1.17.2 – Bidding/Award Documents			2	3		8					2	15	\$ 2,175	\$ -	\$ 90	\$ 2,265	
Task 1.17 – Bidding			4	7		14					4	29	\$ 4,265	\$ -	\$ 174	\$ 4,439	
Subtotal – PHASE 1 – DESIGN	6	7	110	185	217	150					187	58	920	\$ 143,570	\$ 10,350	\$ 5,520	\$ 159,440
PHASE 2 – CONSTRUCTION																	
Task 2.1.1 – Shop Drawing Review (24)					72							24	96	\$ 14,400	\$ -	\$ 576	\$ 14,976
Task 2.1.2 – RFI/RFC (8)					24							8	32	\$ 4,800	\$ -	\$ 192	\$ 4,992
Task 2.1.3 – Record Plan Support (31 sheets)		2			2	8					31	2	45	\$ 5,720	\$ -	\$ 270	\$ 5,990
Task 2.1 – Engineering Services During Construction		2			98	8					31	34	173	\$ 24,920	\$ -	\$ 1,038	\$ 25,958
Task 2.2 – Full Time Inspection and Construction Mgmt							192	960					1,152	\$ 164,304	\$ -	\$ 6,912	\$ 171,216
Task 2.2 – Full Time Inspection and Construction Mgmt							192	960					1,152	\$ 164,304	\$ -	\$ 6,912	\$ 171,216
Subtotal – PHASE 2 – CONSTRUCTION		2			98	8	192	960			31	34	1,325	\$ 189,224	\$ -	\$ 7,950	\$ 197,174
Contingency																	\$ 63,386
Total (Not-to-Exceed)	6	9	110	185	315	158	192	960			218	92	2,245	\$ 332,794	\$ 10,350	\$ 13,470	\$ 420,000

PROJECT BUDGET

City of Beverly Hills

Fee Proposal – R.O. Water Treatment Plant Remediation Project
February 7, 2014 (Revised May 5, 2014)



		Task Description	Total
PHASE 1 – DESIGN	Task 1.1 – Project Management		\$ 29,142
	Task 1.1.1	Kick-Off Meeting (Meeting #1)	\$ 2,362
	Task 1.1.2	Weekly Coordination Meetings (10 meetings & 10	\$ 24,940
	Task 1.1.3	Technical Workshops (hours allocated in Task 1.1.2)	\$ -
	Task 1.1.4	CDPH Coordination Meeting (1 meeting)	\$ 1,840
	Task 1.1.5	QA/QC & Safety in Design (hours allocated within	\$ -
	Task 1.1.6	LA County DPW Industrial Waste Permit Mtg (hours	\$ -
	Task 1.2 – Data Collection and Site Assessment		\$ 14,054
	Task 1.2.1	Review As-Built Drawings	\$ 2,232
	Task 1.2.2	Plant Assessment	\$ 2,454
	Task 1.2.3	Sulfuric Acid Injectors Inspection (hours allocated in	\$ -
	Task 1.2.4	Clear Well Assessment (hours allocated in Task	\$ -
	Task 1.2.5	Utility Trench Assessment (hours allocated in Task	\$ -
	Task 1.2.6	Industrial Waste Line Condition Assessment	\$ 7,840
	Task 1.2.7	Industrial Waste Line Dye Testing	\$ 1,528
	Task 1.3 – Mapping		\$ 7,472
	Task 1.3.1	Mapping	\$ 2,150
	Task 1.3.2	Surveying	\$ 7,472
	Task 1.4 – Industrial Waste Line		\$ 4,691
	Task 1.4.1	Industrial Waste Line Design	\$ 8,016
	Task 1.4.2	Industrial Waste Discharge Permitting Assistance	\$ 4,691
	Task 1.5 – Clear Well		\$ 13,475
	Task 1.5.1	Product Water Pumps	\$ 1,186
	Task 1.5.2	Water Sampling System	\$ 5,234
	Task 1.5.3	Coating System	\$ 2,284
	Task 1.5.4	Clear Well Overflow Sensor	\$ 4,771
	Task 1.6 – Utility Trenches		\$ 3,814
	Task 1.6	Utility Trenches	\$ 3,814
	Task 1.7 – In-Plant Valves and Operators		\$ 9,661
	Task 1.7	In-Plant Valves and Operators	\$ 9,661
	Task 1.8 – Air Gaps and Odor Issues		\$ 17,650
	Task 1.8.1	Brine Box	\$ 13,684
	Task 1.8.2	CIP Scavenger Tank Inlet Pipes	\$ 3,966
Task 1.9 – Bulk Chemical Tank Containment Area		\$ 4,831	
Task 1.9.1	Drain Line Shields	\$ 2,547	
Task 1.9.2	Coating Systems	\$ 2,284	
Task 1.10 – Chemical Spill Panic Alarm System		\$ 6,823	
Task 1.10	Chemical Spill Panic Alarm System	\$ 6,823	
Task 1.11 – Plant Floor Improvements		\$ 5,555	
Task 1.11.1	Floor Drains	\$ 3,271	
Task 1.11.2	Floor Coating System	\$ 2,284	
Task 1.12 – Damage Repairs		\$ 3,623	
Task 1.12	Damage Repairs	\$ 3,623	
Task 1.13 – Plant Control System Improvements		\$ 6,099	
Task 1.13	Plant Control System Improvements	\$ 6,099	
Task 1.14 – Pre-Filter Expansion		\$ 9,337	
Task 1.14	Pre-Filter Expansion	\$ 9,337	
Task 1.15 – Preliminary Design Report		\$ 10,270	
Task 1.15.1	Draft PDR	\$ 6,350	
Task 1.15.2	Final PDR	\$ 3,920	
Task 1.16 – Final Design Plans, Specifications, and Costs		\$ 8,504	
Task 1.16.1	Draft Final Design Submittal (31 sheets)	\$ 6,272	
Task 1.16.2	Final Design Submittal (31 sheets)	\$ 2,232	
Task 1.17 – Bidding		\$ 4,439	
Task 1.17.1	Technical Support	\$ 2,174	
Task 1.17.2	Bidding/Award Documents	\$ 2,265	
Subtotal – PHASE 1 – DESIGN		\$ 159,440	
PHASE 2 – CONSTRUCTION	Task 2.1 – Engineering Services During Construction		\$ 25,958
	Task 2.1.1	Shop Drawing Review (24)	\$ 14,976
	Task 2.1.2	RFI/RFC (8)	\$ 4,992
	Task 2.1.3	Record Plan Support (31 sheets)	\$ 5,990
	Task 2.2 – Full Time Inspection and Construction		\$ 171,216
	Task 2.2	Full Time Inspection and Construction Management	\$ 171,216
Subtotal – PHASE 2 – CONSTRUCTION		\$ 197,174	
Contingency		\$ 63,386	
Total (Not-to-Exceed)		\$ 420,000	

PROJECT SUMMARY



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

- A. _____
- B. _____
- C. _____

ADDRESS _____

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"/> CONSULTANT'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: CONSULTANT 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 CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT 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
CERTIFICATE OF INSURANCE

Handwritten signature and date: 5/28/14

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

NAMED INSURED GHD Inc.

COMPANIES AFFORDING COVERAGE

- A. Travelers Property Casualty Co of America
B. St. Paul Fire & Marine Ins.Co.
C.

ADDRESS 16451 Scientific Way
Irvine, CA 92618

Table with 7 columns: COMPANY (A, B, C), COVERAGE, POLICY NUMBER, EXPIRATION DATE, B.I., LIMITS P.D. (in thousands), and AGGREGATE. Rows include AUTOMOBILE LIABILITY, GENERAL LIABILITY, PRODUCTS/COMPLETED OPERATIONS, BLANKET CONTRACTUAL, CONSULTANT'S PROTECTIVE, PERSONAL INJURY, EXCESS LIABILITY, and WORKERS' 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: CONSULTANT 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 CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT 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: 5/28/14

BY: Michelle T.
Authorized Insurance Representative

AGENCY: Willis Group

TITLE: Assistant Vice President
ADDRESS: 18101 Von Karman 6th Floor
Irvine, CA 92612



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2014

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 Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED GHD Inc. 16451 Scientific Way Irvine, CA 92618	INSURER A: Travelers Property Casualty Company of America 25674	
	INSURER B: St. Paul Fire and Marine Insurance Company 24767	
	INSURER C: ACE American Insurance Company 22667	
	INSURER D:	
	INSURER E:	

Handwritten signature and date: J. K. Spel/H 5/23/14

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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	630-4E710088-TIL-14	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	X	810-4E679818-TIL-14	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ZUP-21N17887-14-NF	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB-4E78577A-TIL-14	5/1/2014	5/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.		IG23638678 005	12/1/2013	12/1/2014	Per Claim/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 5/15/2014
Project: City of Beverly Hills Reverse Osmosis Water Treatment Plant Remediation.

City of Beverly Hills is included as an Additional Insured as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER City of Beverly Hills Attn: Ann Zaworski 455 N. Rexford Drive Beverly Hills, CA 90210	CANCELLATION 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>Andrea K. Birch</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the 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" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

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

GHD Inc.
Policy Number: 8104E679818TIL14
Policy Period: 5/1/14 to 5/1/15

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**SCHEDULED PERSONS OR ORGANIZATIONS
ALL ADDITIONAL INSUREDS**

PROVISIONS

- A. The following is added to Paragraph c. in A. 1., **Who Is An Insured**, of SECTION II-LIABILITY COVERAGE:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- B. The following is added to Paragraph 5., **Other Insurance**, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.