



AGENDA REPORT

Meeting Date: July 29, 2014
Item Number: D-13
To: Honorable Mayor & City Council
From: Alan Schneider, Director of Project Administration 
Subject: APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND LINDMARK ENGINEERING, INC. FOR ENVIRONMENTAL SERVICES RELATED TO GROUND WATER DISCHARGE AT 221 N. CRESCENT DRIVE PARKING FACILITY; AND
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$47,965 TO LINDMARK ENGINEERING, INC. FOR THE SERVICES

Attachments:

1. Agreement
2. Categorical Exemption

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 1 to the agreement between the City of Beverly Hills and Lindmark Engineering, Inc. for environmental consulting services related to the ground water discharge project at 221 N. Crescent Drive parking facility, and approve a Change Purchase Order in the amount of \$47,965 for these services. Total consulting services related to this project are not to exceed \$70,280.

INTRODUCTION

Proposed amendment to the agreement with Lindmark Engineering addresses the modification of the ground water discharge as part of the permanent dewatering system for the City owned subterranean parking structure. A network of below-slab collection pipes discharges the ground water into a storm drain on Dayton Way. Water samples are collected as required by the facility's National Pollutant Discharge Elimination System (NPDES) permit.

Due to the implementation of stringent requirements for the discharge of selenium into the storm water system, the discharge is currently not in compliance with the NPDES

permit. The design and construction of this system will allow the water to be discharged to the regular sewer system instead.

DISCUSSION

A feasibility study was conducted to evaluate two options to mitigate the selenium content in the ground water discharge by 1) implementing a treatment plant capable of removing dissolved selenium, or 2) obtaining a permit to discharge into the sewer system. Based on the study, it is staff's recommendation to discharge into the sewer system. The primary reasons are as noted below:

- A treatment plant would occupy an area of approximately 6 parking spaces.
- The discharge is subject to more stringent requirements by the Regional Water Quality Control Board which could require further mitigation beyond the capability of the treatment system.
- Operation and maintenance of a treatment plant is relatively complex with annual sampling and analyses.

An agreement was executed with Lindmark Engineering under the City Manager signature authority to further develop the plan for the sewer discharge. The services included confirmation that the waste stream is acceptable by the Hyperion Treatment Facility; the preparation of necessary engineering and design of the sewer connection system; and submission for the Industrial waste permit. The cost of construction is estimated in the range of \$100,000 to \$150,000 for re-working the discharge piping, new sump pumps and related activities.

The next steps in the project development included in Amendment No. 1 are the following tasks:

- Sewer line inspection
- Preparation of technical specifications and bidding support
- Construction observation and preparation of as-built drawings

The fee proposal for the above services under Amendment No. 1 is \$47,965. The total of the original agreement and this amendment is \$70,280.

FISCAL IMPACT

Funding for this amendment is allocated in the fiscal year 2014-15 Capital Improvement Program (CIP) budget for project #0786.

David E. Lightner 
Approved By

Attachment 1

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND LINDMARK ENGINEERING, INC. FOR
ENVIRONMENTAL SERVICES RELATED TO GROUND WATER
DISCHARGE AT 221 N. CRESCENT DRIVE PARKING FACILITY

NAME OF CONSULTANT: Lindmark Engineering, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Ulf Lindmark, President

CONSULTANT'S ADDRESS: 2625 Townsgate Avenue, Suite #330
Westlake Village, CA 91361
Attention: Ulf Lindmark

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

COMMENCEMENT DATE: Upon Written Notice To Proceed

TERMINATION DATE: December 31, 2015

CONSIDERATION: Original Agreement:
\$19,315.00, including all reimbursable expenses and
described in Exhibit B;

Contingency for additional work not to exceed \$3,000.00,
as more particularly described in Exhibit B;

Total not to exceed \$22,315.00

Amendment No. 1:
\$44,965.00, including all reimbursable expenses and
described in Exhibit B;

Contingency for additional work not to exceed \$3,000.00,
as more particularly described in Exhibit B;

Total Amendment No. 1 not to exceed \$47,965.00

Total Agreement not to exceed \$70,280.00

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND LINDMARK ENGINEERING, INC. FOR
ENVIRONMENTAL SERVICES RELATED TO GROUND WATER
DISCHARGE AT 221 N. CRESCENT DRIVE PARKING FACILITY

THIS AMENDMENT NO. 1 is to the agreement between the City of Beverly Hills (hereinafter called "CITY"), and Lindmark Engineering, Inc. (hereinafter called "CONSULTANT") dated January 23, 2014 and identified as Contract No. 29-14.

RECITALS

A. CITY entered into a written agreement with CONSULTANT dated January 23, 2014 to provide engineering and design services related to mitigate selenium-contaminated water discharges at the parking facility located at 221 North Crescent Drive, Beverly Hills.

B. CITY desires CONSULTANT to perform additional services to provide sewer line inspection and engineering services at the referenced facility to enable a discharge of groundwater into the sewer system.

C. CITY desires to amend the Termination Date of the Agreement, increase the scope of services and increase the Consideration for the additional services.

NOW, THEREFORE, the parties agree as follows:

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

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

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

Section 4. Except as specifically amended by this Amendment No. 1, the Agreement dated January 23, 2014 shall remain in full force and effect.

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

"CITY"
CITY OF BEVERLY HILLS, a municipal corporation

LILI BOSSE
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

"CONSULTANT"
LINDMARK ENGINEERING, INC.



ULF LINDMARK
President

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager



DAVID E. LIGHTNER
Deputy City Manager/Director of Capital Assets



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

ORIGINAL AGREEMENT:

CONSULTANT shall perform the following services:

CONSULTANT submitted Proposal P2013.075 to provide engineering and design services to mitigate selenium-contaminated water discharges at the parking facility located at 221 North Crescent Drive, Beverly Hills.

The facility has a groundwater collection system which conveys groundwater to two sumps located on the fifth and sixth floor of the garage. Each sump has a pump which discharges the groundwater into the storm drain at different points of connection.

The most recent flow data CONSULTANT has obtained from the CITY indicate a combined flow up to 12,000 gallons per day. Studies of costs to treat low levels of selenium in groundwater to meet NPDES discharge limits have shown the costs to be extremely high for very little mass removal. Therefore, the CITY is interested in pursuing the option to discharge the groundwater into the sewer system.

Based on CONSULTANT's review of the constituents detected in the groundwater to date, CONSULTANT does not believe any other constituent than selenium will be a concern.

CONSULTANT proposes to perform the work in three phases as follows:

1. Confirm the waste stream is acceptable by the Hyperion Treatment Facility
2. Engineering and design of sewer connection system
3. Industrial waste permitting

Task 1 – Confirmation of Acceptance of Waste Stream into the Sewer System

Since it would be pointless to proceed with engineering and design of a sewage connection if the waste stream is not accepted by the Hyperion Treatment facility (Hyperion), CONSULTANT will initially evaluate Hyperion's requirements as well as applicable regulations. To be conservative, CONSULTANT will use the maximum concentrations of chemicals and physical parameters as presented in the NPDES reports submitted to date.

CONSULTANT will summarize our findings in a letter submitted to the CITY and either recommend to proceed with the engineering and design as outlined herein, modify the scope of work, or terminate the effort. If the effort is terminated, the CITY would have to continue discharging into the storm drain.

Task 2 – Engineering and Design of Sewer Connection System

The sewer connection system will entail the existing sumps, new pumps and controls, interconnected piping, discharge piping, sampling box and possibly a holding tank. The discharge system will be designed to discharge the maximum allowable peak flow of gallons per minute in accordance with the Los Angeles County Department of Public Works (the County) requirements. The engineering drawings will include the following items:

- Site Plan and General Notes
- Sump Details
- Piping Plan/Mechanical
- Pump Specifications and Electrical
- Point of Connection Details

The drawings will be submitted to the CITY's Department of Building and Safety for plan checks and permits and then finalized for submittal to the County to obtain an industrial waste discharge permit.

Task 3 – Industrial Waste Discharge Permitting

Under this task, LE will complete the application for industrial waste discharge permit and submit the application to the County. We have been informed by the County that they will also need to receive a letter from the CITY providing consent to the sewer discharge. CONSULTANT will enclose four sets of engineering drawings and fee payment with the application package.

Once this task has been completed and the County has issued the permit, CONSULTANT can provide assistance to the CITY for bidding support services and construction management, if requested.

AMENDMENT NO. 1:

CONSULTANT shall perform the following services:

CONSULTANT submitted Proposal #P2014-098 to provide sewer line inspection and engineering services at the referenced facility, 221 N. Crescent Drive garage. The purpose of the proposed services is to enable a discharge of groundwater into the sewer system. The facility has a groundwater collection system which conveys groundwater to two sumps located on the fifth and sixth floor of the garage. Each sump has pumps which discharge the groundwater into the storm drain at different points of connection. CONSULTANT has developed engineering plans which are being reviewed by CITY. Once the plans have been approved, as a part of CONSULTANT's existing Agreement with CITY (No. 29-14, dated January 23, 2014), CONSULTANT shall submit plan and other documents in a permit package to obtain an industrial waste permit from Los Angeles County.

Task 4 – Sewer Line Inspection

CONSULTANT shall perform a video inspection is proposed to be performed in order to: (1) determine the depth, exact orientation and integrity of the 6-inch sewer line (off Crescent Drive) which will receive the new discharge (2) the depth and alignment of the 6-inch pump discharge line in the planter area and (3) the integrity of the known sewer laterals connecting to the 8-inch sewer main in the alleyway. The chemistry of water sampled from the sumps indicates that sewer leaks are occurring and most likely the leaks are from one or more lateral lines connecting to the alleyway, but leaks could also originate from sewer laterals connecting to the 6-inch line off Crescent Drive, from the 6-inch sewer line, from the 8-inch sewer main or from unknown, inaccessible laterals connecting to the 8-inch sewer main. The inspection of the 8-inch sewer main and associated unknown, inaccessible laterals from the site and sewer laterals connecting to the 6-inch line off Crescent Drive will require special equipment, street use permits and likely access to private property and is therefore not included in the proposed scope of work.

CONSULTANT shall coordinate the video inspection services and subcontract the work to Pacific Coast Locators which is a company CONSULTANT has worked with before and has the insurance coverage required by CITY. The video inspection work will not require street access or opening of any manholes. The work shall be performed in approximately two days from approximately 6 am to 3 pm.

CONSULTANT shall present the findings of the video inspection in a written letter report which will include a DVD and a map depicting the findings. The findings will also be used in the preparation of technical specifications; see Task 2 below. If sewer leaks are found, repairs are recommended in order to minimize the inflow of sewage into the sumps.

Task 5 – Technical Specifications and Bidding Support

Based on the information obtained from the sewer line inspection and to supplement the engineering plans and CITY's general terms and conditions, CONSULTANT shall prepare Technical Specifications. The technical specifications will cover the construction requirements, products and execution of work.

CONSULTANT shall also prepare a bid form and an engineer's cost estimate of the construction. As a part of the services, CONSULTANT shall attend a bid meeting with contractors and assist CITY in responding to questions during the bidding process and issuance of any addenda.

Task 6 – Construction Observations and Preparation of As-Built Drawings

Engineering support activities during the construction shall include the following:

- Assist the selected contractor with clarifications or interpretations related to the drawings and specifications package prepared by CONSULTANT.
- Provide reasonable and available technical documentation and support to the Contractor, if requested.
- Assist CITY with answering technical questions and solve technical problems in conjunction with the construction based on the drawings and specifications prepared by CONSULTANT.
- Evaluate together with CITY any change orders that may be requested by the Contractor.
- Evaluate with CITY any contractor estimates of work progress. CONSULTANT's evaluation will be conducted only if the construction observation is performed as scheduled.
- Provide information to CITY in scheduling and planning the construction, if support for these activities is requested.
- Be present at progress or emergency meetings requested by CITY.
- Technical assistance shall also be provided during the field observation, if requested by CITY.
- Attendance at kickoff meetings with CITY and contractor shall be provided, as well as in-house scheduling and coordination of project, transport and miscellaneous expenses.
- Preparation of as-built drawings, assuming approved changes from the drawings and specifications occurred and the changes were recorded in CONSULTANT's field observation reports.

Task 7 – Preparation of Operation and Maintenance Manual

Once the construction and installations have been completed and the discharge has been connected to the sewer system, CONSULTANT shall prepare an Operation and Maintenance Manual which shall include these items:

- Equipment Data
- Routine Maintenance and Inspection Procedures
- Operation Procedures
- Sampling and Monitoring Program
- Forms and Checklists
- Manufacturers' Manuals
- Industrial Waste Permit
- As-Built Drawings

PROJECT SCHEDULE

CONSULTANT anticipates the following schedule to complete the proposed scope of work after receiving written authorization from CITY to proceed (cumulative weeks):

- | | |
|---|-------------|
| • Sewer Line Inspection | 0-3 weeks |
| • Technical Specifications | 3-6 weeks |
| • Bid Solicitation | 7-10 weeks |
| • Pre-Construction Planning/Equipment Procurement (by Contractor) | 11-14 weeks |
| • Construction Observations and Preparation of As-Built Drawings | 15-17 weeks |
| • Operations Manual | 18-20 weeks |

COST SCHEDULE

Task 4 Sewer Line Inspection				\$9,145.00
Senior Principal	4 hr	\$175.00	\$700.00	
Project Engineer	20 hr	\$120.00	\$2,400.00	
Mileage	100 miles	\$0.65	\$65.00	
Pacific Coast Locators	1 ls	\$5,980.00	\$5,980.00	
Task 5 Technical Specifications and Bidding Support				\$10,560.00
Principal Engineer	16 hr	\$175.00	\$2,800.00	
Project Engineer	60 hr	\$120.00	\$7,200.00	
Technical Editor	4 hr	\$75.00	\$300.00	
Mileage	400 miles	\$0.65	\$260.00	
Task 6 Construction Observations and Preparation of As-Built Drawings				\$20,460.00
Senior Principal	18 hr	\$175.00	\$3,150.00	
Staff Engineer	16 hr	\$85.00	\$1,360.00	
Project Engineer	120 hr	\$120.00	\$14,400.00	
CAD Operator	12 hr	\$75.00	\$900.00	
Mileage	1000 miles	\$0.65	\$650.00	
Task 7 Operation and Maintenance Manual				\$4,800.00
Principal Engineer	6 hr	\$175.00	\$1,050.00	

Project Engineer	30 hr	\$120.00	\$3,600.00
Technical Editor	2 hr	\$75.00	\$150.00

TOTAL COST \$44,965.00

ASSUMPTIONS

The scope of work described above by task is based on the following assumptions:

- The construction services will be conducted by a contractor, who is solely responsible for the work.
- CONSULTANT is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.
- CITY will notify and inform tenants and visitors, including those renting or occupying parking spaces, as necessary.
- Any CITY permit fees will be waived.
- Construction management activities will be performed by a CITY representative.
- CITY will be responsible for ensuring compliance by the contractor with drawings and specifications, project progress according to schedule, coordination of reviews, approvals and tests, stopping work for safety concerns, and solving labor situations.
- Engineering services to address leaking sewer lines are not included.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

ORIGINAL AGREEMENT:

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, the sum of Nineteen Thousand Three Hundred Fifteen Dollars (\$19,315.00), including reimbursable expenses.

In the event the CITY requests Additional Services for services outside the scope set forth in Exhibit A, the fee shall be negotiated in advance and set forth in writing, or based on the schedule of charges for additional services, but shall not exceed Three Thousand Dollars (\$3,000.00).

SCHEDULE OF CHARGES FOR ADDITIONAL SERVICES

Professional Hourly Rates:

Chief/Managing Principal:	\$ 175
Senior Engineer/Geologist/Scientist/ Project Manager:	\$ 130
Project Engineer/Geologist/Scientist/ Manager:	\$ 110
Construction Manager:	\$ 100
Associate Engineer/Geologist/Scientist, Supervising Engineering Technician:	\$90
Staff Engineer/Geologist/Scientist, Senior Engineering Technician:	\$80
CAD Operator:	\$75
Technician:	\$70
Technical Editor/Writer:	\$70
Administrative Assistant:	\$ 50

AMENDMENT NO. 1:

CITY agrees to compensate CONSULTANT for the work described in Exhibit A, the sum of Forty Four Thousand Nine Hundred Sixty-five Dollars (\$44,965.00), including reimbursable expenses as described in Exhibit A.

In the event the CITY requests Additional Services for services outside the scope set forth in Exhibit A, the fee shall be negotiated in advance and set forth in writing, or based on the schedule of charges for additional services, but shall not exceed Three Thousand Dollars (\$3,000.00).

Total fee under this Amendment shall not exceed Forty Seven Thousand Nine Hundred Sixty-five Dollars (\$47,965.00).

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

Payment shall be made upon the satisfactory completion and submission of the deliverables described in Exhibit A.

Total fee under this Agreement and Amendment shall not exceed Seventy Thousand Two Hundred Eighty Dollars (\$70,280.00).

Attachment 2



www.beverlyhills.org

COMMUNITY DEVELOPMENT DEPARTMENT

455 N. Rexford Drive
Beverly Hills, CA 90210-4817
(310) 285-1123
FAX: (310) 858-5966

CITY OF BEVERLY HILLS

Categorical Exemption

NAME OF PROJECT Ground Water Discharge Modifications

LOCATION 221 N. Crescent Drive, Beverly Hills, California

TYPE OF BUSINESS (IF COMMERCIAL) City parking garage and retail facility

PROJECT DESCRIPTION Modify the existing ground water discharge as of the permanent dewatering system from the storm drain system into the sewer system.

APPLICANT'S NAME City of Beverly Hills PHONE 310-285-1188

APPLICANT'S ADDRESS Project Administration 345 Foothill Road

CITY Beverly Hills, CA ZIP 90210

IF DIFFERENT, PROVIDE:

AGENT'S NAME _____ PHONE _____

AGENT'S ADDRESS _____

CITY _____ ZIP _____

The undersigned, having received this project for processing, has reviewed it for environmental impact and concluded that the project qualifies for a categorical exemption under the procedures adopted by the City of Beverly Hills and no further environmental assessment is necessary.

Applicable Exemption Class 1

COMMENTS Minor alterations to an existing facility and sewer system for the purpose of protecting the public health and environment.

REVIEWED BY *[Signature]* Date 7/22/2014