



AGENDA REPORT

Meeting Date: December 15, 2015

Item Number: D-7

To: Honorable Mayor & City Council

From: Mark Cuneo, City Engineer
Tristan Malabanan, Civil Engineer

Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PSOMAS TO PROVIDE ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR STORM DRAIN RELOCATION BETWEEN SUNSET BOULEVARD AND LOMITAS AVENUE; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$61,200 TO PSOMAS

Attachments:

1. Agreement
2. Location Map

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Psomas to provide engineering design and construction support services for Storm Drain Relocation between Sunset Boulevard and Lomitas Avenue; and issuance of a purchase order to Psomas in the amount of \$61,200.

INTRODUCTION

The City has an existing reinforced concrete arch box culvert that currently starts just north of Sunset Boulevard in the alley east of Rexford Drive and meanders southeast underneath several private properties and public streets to Santa Monica Boulevard and Arden Drive. The section underneath private properties that needs rerouting is between Sunset Boulevard and Lomitas Avenue.

The storm drain appears to have been constructed in 1931, but after an extensive document search, staff was unable to locate any easements to allow for the maintenance of the storm drain on private properties. To reduce the potential risk to the City and after consulting with the City Attorney's Office, it was determined that the storm drain should be relocated.

This report is a request for City Council approval of an agreement between the City of Beverly Hills and Psomas for engineering design related to the preparation of construction documents and construction support services for the Storm Drain Relocation Between Sunset Boulevard and Lomitas Avenue.

DISCUSSION

In April 2015, the property owner at 801 Lomita Drive obtained an excavation permit for the excavation of a basement for the new residential building. During the sheet piling operation the pile drilling machine hit the roof of the concrete storm drain line at a depth of approximately 35-feet below ground surface. They observed water flowing inside the drainage line. The contractor stopped the drilling operation and called the Public Works Services Department for support to resolve this problem.

Civil Engineering and Public Works Services staff conducted extensive research of City records and determined that the contractor hit a concrete storm drain line. This storm drain is a 7 feet by 6 feet concrete drainage line constructed in 1931 to transport the drainage in the canyon area of the City. The northerly portion of this storm drain line (north of Lexington Drive) was replaced by a 10 feet by 13 feet double box drain constructed by the Los Angeles County Flood District. Additionally the line in the alley between Rexford Drive and Alpine Drive north of Sunset Blvd. was abandoned for street paving. However a storm drain catch basin was constructed at the end of the alley with a connector pipe draining into the subject concrete storm drain. This line runs southerly across Sunset Blvd. to the alley between Rexford Drive and Alpine Drive and traverses across the private parcels toward the intersection of Alpine Drive and Lomita Drive.

Staff commissioned the videoing of the storm drain line in May of 2015. The overall condition is good, but staff discovered that the overflow line of the Sunset Reservoir also drains to this storm drain in the alley. Therefore, this storm drain line is vital to the operation of the City’s Water Supply System and cannot be abandoned.

Psomas is currently consulting for the City on several projects including the North Santa Monica Boulevard Street Improvement project. They are well qualified and have the resources to provide services in an expedient manner.

FISCAL IMPACT

Funding for this agreement is included in the existing budget and is provided as follows:

DEPT	FUND	PROJECT NUMBER	SUB-PROJECT NUMBER	FUNDING SOURCE	AMOUNT
350	850	00553	85005502	Stormwater Enterprise Fund	\$61,200

David Lightner 
 Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND PSOMAS TO PROVIDE ENGINEERING DESIGN
AND CONSTRUCTION SUPPORT SERVICES FOR
STORM DRAIN RELOCATION BETWEEN SUNSET
BOULEVARD AND LOMITAS AVENUE

NAME OF CONSULTANT: Psomas

RESPONSIBLE PRINCIPAL OF CONSULTANT: Chuck Heffernan, Vice President

CONSULTANT'S ADDRESS: 555 S. Flower Street
Suite 4300
Los Angeles, CA 90017
Attention: Chuck Heffernan

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Mark Cuneo, City Engineer

COMMENCEMENT DATE: December 15, 2015

TERMINATION DATE: Upon satisfactory completion of services
under this Agreement

CONSIDERATION: Not to exceed \$61,200 (including
reimbursable expenses)

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND PSOMAS TO PROVIDE ENGINEERING DESIGN
AND CONSTRUCTION SUPPORT SERVICES FOR
STORM DRAIN RELOCATION BETWEEN SUNSET
BOULEVARD AND LOMITAS AVENUE

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

RECITALS

A. CITY desires to have certain services provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein, collectively the "Services".

B. CONSULTANT represents that it is qualified and able to perform the Services.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

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

NOW, THEREFORE, the parties agree as follows:

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

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

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services and/or goods provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

(b) Expenses. CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

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

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

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

Section 7. Responsible Principal(s).

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

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

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

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

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

Section 11. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Section 12. Indemnification.

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

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

(c) All duties of CONSULTANT under this section shall survive termination of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the Scope of Work or the services to be performed. Any changes in the Scope of Work requested by CONSULTANT must be made in writing and approved by both parties.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

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

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A GOLD, M.D.
Mayor of the City of Beverly Hills, California

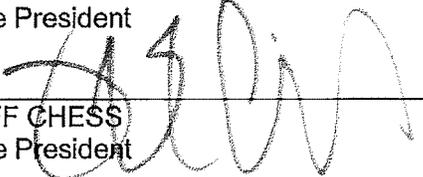
ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT: PSOMAS



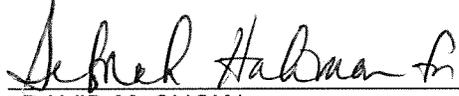
CHUCK HEFFERNAN
Vice President



JEFF CHESS
Vice President

[Signatures Continue]

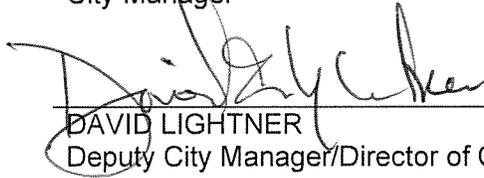
APPROVED AS TO FORM:



DAVID M. SNOW
Interim City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



DAVID LIGHTNER
Deputy City Manager/Director of Capital
Assets



MARK CUNEO
City Engineer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

PROJECT UNDERSTANDING:

The project consists of abandoning the existing 5.5' RC Arch Box storm drain traversing the block of properties between Sunset Boulevard and Lomitas Avenue along with a proposed re-alignment of storm drain within the public right of way ("R.O.W.") from Sunset Boulevard to Lomitas Avenue ("Project").

Tasks needed for the Project include survey control and topographic survey of the existing conditions, research of existing utilities and mapping, hydraulic analysis of the storm drain line, and design and production of the construction drawings. Plan processing and approval will be through CITY only.

CONSULTANT agrees to furnish and perform the various professional services for the Project specifically outlined as follows:

Design Survey Services:

1. Specific Items of service are as follows:

- a. The Project area will consist of Alpine, from Lomitas to 205' northwesterly of Lomitas, Lomitas between the Alley southwest of Alpine to the Alley northeast of Alpine, and the Alley between Alpine and Rexford, from southeasterly right of way of Sunset to Lomitas.
- b. Vertical Control will be based upon CITY benchmarks. Horizontal control will be based upon recovered CITY centerline monumentation.
- c. Record R.O.W. information will be shown per CITY's record mapping and assessor's maps.
- d. Prepare a design survey map at a scale of 1"=20' with a contour interval of 1 foot, showing spot elevations of the top of curb, flow line, edge of gutter, road crown, edge of gutter, flow line and top of curb (curb face to curb face) at an interval not to exceed 50' based upon field survey methods. All improvements on site will be located by field survey methods. Note, small utility items such as hose bibs will not be shown or located. The horizontal location, size and description of buildings, driveways, walks, curbs walls, fences, signs, poles, tree driplines, and other permanent surface visible features in the Project area will also be shown. Horizontal location and trunk size of trees, 4" in diameter or larger, by filed survey methods. The dripline diameter and general type of tree will be noted.
- e. Visible signs of utilities in the streets and alleys will be shown. Inverts of accessible, gravity flow structures such as catch basins, sewer and storm drain manholes will be shown based upon the field survey.
- f. CONSULTANT shall mark the limits for USA in the area noted in item no. 1 above and call for the marking of the utilities. Paint marks shall be collected in the field.
- g. Preparation of a digital terrain model (DTM) from the data collected above.

- h. Final delivery shall consist of a pdf of the signed and sealed design survey, all items shown above, a digital file in AutoCAD, following current CONSULTANT CAD standards and a digital xml file of the DTM created for the project.

Civil Engineering Services:

1. Research

- a. CONSULTANT shall research existing storm drain as-built plans, existing wet and dry utilities, existing hydraulics of the RCAB and right of way maps. This information, along with the survey information, will form the basis of the existing condition topography and utility mapping.
- b. CONSULTANT shall visually inspect the to-be abandoned portion of the 5' x 6' box to verify no private connections. If private connections exist, CONSULTANT shall work with the CITY to determine a solution.

2. Potholing

CONSULTANT made a budget provision for potholing. If CONSULTANT's research indicates critical potential conflicts, CONSULTANT intends to do limited potholing to confirm the elevations size of these utilities to enable CONSULTANT to design around them.

3. Hydraulic Analysis

CONSULTANT shall prepare a hydraulic analysis showing that the proposed 36" storm drain facility meets the current CITY drainage standards. (Required size of storm drain will be calculated but initial review suggest a 36" pipe will be required).

CONSULTANT shall use the WSPG (Water Surface Pressure Gradient) Program to check hydraulic gradients and develop the HGL (Hydraulic grade line) for inclusion of design drawings. It is assumed that CITY will provide hydrologic information for the RCAB storm drain line and tributary catch basins within the study area.

4. Public Storm Drain Drawings

- a. CONSULTANT shall prepare construction drawings for the realignment of the storm drain within public R.O.W. The drawings shall be prepared on 24" x 36" sheets in accordance with CITY standards and will show the existing and proposed storm drain lines, existing utilities, topography, right of way and profiles. All necessary details and notes shall also be included.
- b. Design of transition structure from RCAB to 36" RCP.
- c. Proper abandonment of existing 5' x 6' box including upstream and downstream "bulkheads".

5. Permit Processing

CONSULTANT shall submit plans and design reports to CITY for plan check and approval. This task will be provided on a time and materials basis at the hourly rates set forth in Exhibit B.

Assumptions:

- Plans will be prepared by CONSULTANT for processing through CITY
- Hydrologic and hydraulic information for the existing RCAB and its tributary pipes and catch basins is available from the CITY
- The construction drawings shall identify utility conflicts and possible utility relocations
CONSULTANT has not included the design or coordination of temporary or permanent utility relocations in this scope of work and if identified can provide this service as an additional scope and fee

Exclusions:

- Coordination, plan approval by agencies other than CITY
- Geotechnical report
- Plotting of existing easements
- Plotting of underground utilities
- Plotting of cross sections
- Detection, excavation of utilities or potholing of utilities
- Preparation of any record of survey, tentative or final maps
- Monumentation of any kind
- Preparation and recordation of any legal descriptions or grant deed documents
- Surveying of existing catch basin inverts
- Government fees, assessments etc.
- Construction staking
- Utility design other than storm drain design
- Hydrologic analysis
- Hazardous materials investigation and mitigation design
- Traffic control plans
- Bid support
- Construction management, coordination, or support

EXHIBIT B

SCHEDULE AND RATES OF PAYMENT

CONSULTANT shall provide the services described in Exhibit A, Scope of Services in an amount not to exceed \$61,200 as follows:

Design Survey	\$ 18,700
Research	\$ 3,000
Potholing	\$ 5,000
Hydrology & Hydraulic Analysis	\$ 5,000
Public Storm Drawings	\$ 24,000
Permit Processing	<u>\$ 3,000*</u>

Subtotal: \$ 58,700

Reimbursables **Not to exceed: \$ 2,500***

TOTAL Not to exceed: \$ 61,200

** Denotes services provided on a Time and Materials Basis.*

- The above fees will be billed Lump Sum unless otherwise noted.
- Allowable reimbursable expenses will be billed separately on a Time and Materials Basis, add to budget provision **\$ 2,500**
- The attached Hourly Rate Schedule is valid through December 31, 2015. CONSULTANT shall give CITY thirty (30) days prior written notice of any modification to the hourly rates.

Hourly Rates:

\$ 65 - \$ 95	- Administrative and Project Assistants
\$ 85 - \$125	- Drafters and Design Drafters
\$105 - \$155	- Surveyors and Project Surveyors
\$ 85 - \$140	- Civil Engineering Designers and Engineers
\$115 - \$170	- Planners, Assistant Planners and Senior Planners
\$140 - \$180	- Project Engineers, Senior Project Engineers and Senior Project Surveyors
\$150 - \$240	- Project Management, Directors
\$200 - \$275	- Principals

Field Services*

\$379	- Three Person Survey Party
\$260	- Two Person Survey Party
\$180	- One Person Survey Party
\$152	- Field Engineer
\$250/per day	- Scanner

Hourly rates for field survey parties include normal usage of electronic distance measuring equipment and survey vehicle expenses.

Per Diem is calculated at current State Department of Transportation rates (or other appropriate Agency rate).

The above schedule is for straight time. Overtime will be charged at 150 percent of the standard hourly rates. Sundays and holidays will be charged at 200 percent of the standard hourly rates.

*Fees will be increased yearly on October 1, as granted under the current IUOE Local #12 Master Labor Agreement.

CITY shall reimburse CONSULTANT for the following expenses reasonably incurred in the performance of this Agreement:

Reimbursables/Expenses

Mileage at current IRS allowable rate and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost plus fifteen percent.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

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

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

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

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

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

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

DATE : _____ BY : _____

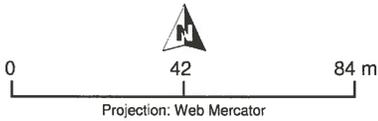
 Authorized Insurance Representative

AGENCY : _____ TITLE : _____
 _____ Address : _____

Attachment 2



© Copyright 2010 City of Beverly Hills. All rights reserved. Although we make every effort to provide accurate data herein, this map is only representational and no warranties expressed or implied.



Author:

Date: 9 December 2015

Storm Drain Relocation Vicinity Map