



## AGENDA REPORT

**Meeting Date:** February 19, 2008  
**Item Number:** F-11  
**To:** Honorable Mayor & City Council  
**From:** Ara Maloyan, Deputy City Engineer   
**Subject:** **APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PSOMAS FOR ENGINEERING SERVICES TO PREPARE PLANS, SPECIFICATIONS AND ESTIMATES FOR VARIOUS INFRASTRUCTURE IMPROVEMENT PROJECTS**

**Attachment:** 1. Amendment No. 1

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### **RECOMMENDATION**

Staff recommends that the City Council approves Amendment No. 1 for extension of the agreement with PSOMAS until December 31, 2010, and increase the limit of the agreement for additional engineering services in the amount of \$750,000, for a total not to exceed amount of \$1,500,000.

### **INTRODUCTION**

This report requests City Council approval of Amendment No. 1 to an agreement with PSOMAS for engineering services relating to the preparation of plans, specifications and estimates for various infrastructure improvement projects.

The amendment extends the agreement and enables PSOMAS to continue to supplement the Engineering Department staff for project design required to complete infrastructure improvement projects through December 31, 2010.

### **DISCUSSION**

On January 3, 2006, the City Council approved Agreement No. 05-06 with PSOMAS for engineering services to supplement staff in the preparation of plans, specifications, and estimates for various infrastructure improvement projects. The agreement has a limit of \$750,000, and is due to expire on December 31, 2008. PSOMAS provided engineering services to various infrastructure improvement projects and is approaching the contract limit.

It is anticipated that additional CIP projects requiring PSOMAS services will be generated from the Civil Engineering Division through December 2010. Therefore, the

Meeting Date: February 19, 2008

agreement needs to be increased in the amount of \$750,000, for a total not to exceed amount of \$1,500,000.

Each specific project requires a separate purchase order in an amount that has been reviewed and deemed acceptable by the City Engineer. Each project will have a task description, schedule, and deliverables. Payments will be made in accordance with the specified deliverables. In accordance with this agreement, the City Manager is authorized to execute the purchase order on behalf of the City.

Although the hourly rates have changed slightly (consistent with changes to the CPI), no other terms or conditions have changed.

**FISCAL IMPACT**

Funds for these services are provided under the Water Enterprise Fund, the Stormwater Enterprise Fund, the Waste Water Enterprise Fund, the Infrastructure Fund, Street and Highways State Gas Tax and the Liability Claims Reserve Fund.

 David Gustavson  
Approved by

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PSOMAS FOR ENGINEERING SERVICES TO PREPARE PLANS, SPECIFICATIONS AND ESTIMATES FOR VARIOUS INFRASTRUCTURE IMPROVEMENT PROJECTS

This Amendment No. 1 is to that certain Agreement dated January 3, 2006 and identified as Contract No. 05-06 between the City of Beverly Hills, a municipal corporation, ("City") and Psomas ("Consultant") to prepare plans, specifications and estimates for various infrastructure improvement projects.

RECITALS

A. City entered into a written Agreement, dated January 3, 2006, for engineering assistance for its public works staff in order to assist in the preparation of plans, specifications, estimates and project management for various street, sanitary sewer, water, storm drain and traffic signal projects.

B. City desires to extend the Term of the Agreement, increase the Consultant's Fee for the additional services due to the extension of the Term, and amend the indemnification provision.

NOW, THEREFORE, City and Consultant hereto agree as follows:

**Section 1.** Section 4 of the Agreement entitled "Term" shall be amended as follows:

**"Section 4. TERM.** This Agreement shall remain in effect through the completion of all services required by the purchase orders issued prior to December 31, 2010."

**Section 2.** Section 5 of the Agreement entitled "Consultant's Fee" shall be amended as follows:

**“Section 5. CONSULTANT'S FEE.** City agrees to pay Consultant for and in consideration of the faithful performance of the consulting services and duties set forth in this Agreement, and Consultant agrees to accept from City, as and for compensation for the faithful performance of said services and duties, a sum not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) based on the hourly rates set forth in the Fee Schedule, attached hereto and incorporated herein by this reference as Exhibit B. This amount shall include reimbursement for actual and necessary expenditures reasonably incurred in the performance of this Agreement such as reproduction costs, transportation, telephone, and similar costs and expenses. This amount shall also include a subconsultant management fee, which shall be no more than fifteen percent (15%) of the actual cost charged to the Consultant by the subconsultant for services required by this Agreement.”

**Section 3.** Section 14 or the Agreement entitled “Indemnification” shall be amended as follows:

**“Section 14. INDEMNIFICATION.**

(a) In connection with the professional services required by this Agreement, Consultant shall defend, hold harmless and indemnify City, and its elected officials, officers, employees, designated volunteers, and agents serving as independent contractors in the role of city officials, ("Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subconsultants, or agents in the performance of its professional services under this Agreement. Consultant shall defend Indemnitees in any actions filed in connection with any such claims with counsel of Indemnitees' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

(b) In connection with all claims not covered by Paragraph (a), Consultant shall defend, hold harmless and indemnify Indemnitees from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to Consultant's performance of this Agreement. Consultant shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of Indemnitees' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense."

**Section 4.** Exhibit B, "Fee Schedule", shall be amended as attached hereto and incorporated herein.

**Section 5.** Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

**EFFECTIVE DATE OF THIS AGREEMENT.** This Agreement, made in duplicate, is entered into as of \_\_\_\_\_ 200 \_\_\_\_ .

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of  
Beverly Hills, California

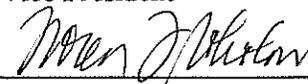
ATTEST:

\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

[Signatures continue]

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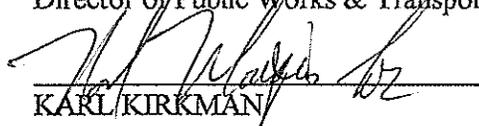
CONSULTANT: PSOMAS

  
SEAN VARGAS 01-10-2008  
Vice President  
  
LOREN L. SOKOLOW 01-11-2008  
Chief Financial Officer

APPROVED AS TO FORM:

  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager  
  
\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation  
  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager



Effective through January 31, 2008

**EXHIBIT B  
FEE SCHEDULE**

Hourly Rates

Office Services

\$100 - \$125	- Drafters and Design Drafters
\$105 - \$155	- Surveyors and Project Surveyors
\$105 - \$150	- Civil Engineering Designers and Engineers
\$115 - \$155	- Planners and Assistant Planners
\$150 - \$175	- Project Engineers and Senior Project Engineers
\$150 - \$225	- Project Management, Directors
\$200 - \$250	- Planning and Entitlements, Principals

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Field Services \*

\$328	- Three-Person Survey Party
\$235	- Two-Person Survey Party
\$145	- One-Person Survey Party
\$145	- Field Engineer

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).

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Reimbursables

Mileage at \$.485 per mile (or 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.

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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.

*ML*