

**REQUEST FOR PROPOSAL**

**TO PROVIDE**

**ENGINEERING SERVICES FOR THE DESIGN OF A**

**NON-POTABLE WATER DISTRIBUTION PIPELINE AT  
CABRILLO RESERVOIR AND DEVELOPMENT OF CITY-WIDE  
NON-POTABLE WATER DISTRIBUTION NETWORK**

**Project No. 16-17**



**CITY OF BEVERLY HILLS  
Public Works Services Department  
345 Foothill Road  
Beverly Hills, CA 90210**

**July 14, 2016**

**Submittal Deadline: 2:00 P.M. August 23, 2016**

**Project Contact:**

**Derek Nguyen, Ph.D., PE. – Project Manager**

**Email: [DNgyuen@BeverlyHills.org](mailto:DNgyuen@BeverlyHills.org)**

**Telephone: (310) 285-2473**

## 1.0 INTRODUCTION

The City of Beverly Hills (City) is soliciting proposals from qualified consulting firms interested in providing professional engineering services for the design of a non-potable water distribution pipeline at Cabrillo reservoir and development of city-wide non-potable water distribution network. This request for proposal (RFP) contains project description, scope of work, evaluation process, general terms and conditions, and the City’s template for professional services contract.

The intent of the RFP is to solicit a concise proposal to provide engineering design and construction management services for a non-potable water distribution pipeline at Cabrillo reservoir to various City parks and street medians. The project includes evaluation of a City-wide non-potable water distribution network, analysis of alternatives and associated engineering cost estimates as outlined in this RFP.

It is anticipated that the non-potable water distribution pipeline at Cabrillo reservoir may include applicable water treatment requirements per the California State Water Resources Control Board (SWRCB). Design of the non-potable water distribution pipeline at Cabrillo reservoir shall comply with all applicable Federal, State and local regulatory standards including industry practices. Plans and specifications produced for this project shall be suitable for construction purposes.

This RFP does not commit the City to pay any costs incurred in the preparation and presentation of submittals or to select any interested firms who respond.

### **Tentative Schedule**

The City has established the following target dates for evaluation and scheduling purposes. The following dates are tentative, non-binding, and are subject to change without prior notice.

RFP Release .....	July 14, 2016
<b>Mandatory Pre-Proposal Meeting and Site Tour .....</b>	<b>August 4, 2016</b>
Deadline for Proposers to Submit Questions.....	August 12, 2016
Anticipated Deadline for City to Respond to Questions:.....	August 16, 2016
<b>Proposals due and receive by:.....</b>	<b>August 23, 2016</b>
<b>Recommend City Council to approve Design award.....</b>	<b>September 6, 2016</b>

## **2.0 BACKGROUND**

The City of Beverly Hills is located in the middle of Los Angeles County, surrounded by the cities of Los Angeles, West Hollywood, Santa Monica and Culver City. The City's water service area encompasses an area of approximately 6.35 square miles (4,069 acres) and consists of the City of Beverly Hills with an area of 3,646 acres, and a portion of the City of West Hollywood with an area of 423 acres, which is 10.4 percent of the City's total water service area.

The City's domestic water supply includes imported water received from the Metropolitan Water District of Southern California (Metropolitan) and groundwater the City pumps from the Hollywood Groundwater Basin.

The City's imported water is delivered via two connections with Metropolitan's Santa Monica Feeder System (BH-1 and BH-2); each with a capacity of 40 cfs. At 80 percent annual operation, the connections can deliver up to 46,336 AFY. The City's imported water supply is a blend of water received from Northern California and the Colorado River that is treated at Metropolitan's Weymouth Treatment Plant in La Verne under normal conditions. In addition to imported water, the City has water supply from four wells that pump groundwater from the local Hollywood Basin. The raw groundwater is treated at the City's reverse osmosis water treatment plant.

The City distributes treated potable water to customers inside the City limits and to a portion of the City of West Hollywood. The City's water service area distribution system consists of 170 miles of water mains ranging from 2 to 24 inches in diameter. The water system is composed of 16 water service pressure zones and has 10 reservoirs within those zones with a combined storage capacity of 43.5 MG.

As part of the City's water conservation and water resources development effort, the City is looking to capture and reuse any source of water naturally available for beneficial uses prior to stormwater discharge. At the Cabrillo reservoir site (reservoir 3B), there exists an underflow groundwater source with the estimated 40-50 gallons per minute currently being collected inside the reservoir underdrain and overflow vault structure. The collected underflow groundwater source is currently being discharged into the storm drain located on Coldwater Canyon Drive and Cabrillo Drive.

The City is interested in rehabilitating the Cabrillo reservoir which was constructed in 1918 and retrofitted in 1927 and subsequently abandoned in the early 1980s due to the underflow groundwater protruding through the reservoir floor and contaminating its potable water source. The City is currently in the process of relining all interior surfaces of the Cabrillo reservoir with NSF approved geotextile membrane suitable for water application to allow the reservoir to store the collected underflow groundwater from its vault structure.

Once the reservoir relining project is completed, the City plans to fill the Cabrillo reservoir with this natural underflow groundwater source and supplement the reservoir with potable water from reservoir 3A as necessary to provide irrigation water supply to various City parks and street medians. The overall project plan is to reline the Cabrillo reservoir, capture and store the available underflow groundwater source and use the Cabrillo reservoir as a forebay to supply and

convey non-potable water to irrigate street medians and City parks. Additionally, the City is interested in developing a conceptual plan for City-wide non-potable water distribution network.

### **3.0 SCOPE OF WORK**

The scope of work that follows contains a general outline of the required tasks. Proposals submitted should include a detailed all-inclusive scope of work.

#### **Task 1: Project Management, Communication and Meetings**

- A. Project Manager: Consultant shall assign a project manager that will be the point of contact and coordinate all communication with City staff.
- B. Project Kick-off Meeting and Review: Meet with City staff to discuss study parameters, site-specific conditions, project goals, and latest developments. Obtain information as necessary to support the document preparation.
- C. Project Schedule, Status Report and Monthly Progress Meetings: Consultant shall submit an initial schedule with milestones using the latest version of MS Project. The schedule shall be updated monthly and shall be provided at monthly Progress Meetings attended by Consultant's Project Manager. An Agenda shall be provided by Consultant a minimum of five (5) working days prior to meeting date. Monthly Progress Meetings shall occur for the duration of the project unless noted otherwise by City. Meeting minutes shall be prepared and submitted within five working days after the meeting(s).
- D. Technical Support for Public Works Commission and City Council Meetings: Consultant shall provide engineering and technical support to assist City staff during Public Works Commission and City Council meetings. For purposes of this RFP, assume four (4) meetings to present project concept and design, address public comments, receive and incorporate inputs into project design as necessary. The dates for these meetings are to be determined.

#### **Task 2: Data Collection and Pre-Design Analysis for Non-Potable Water Distribution Pipeline at Cabrillo Reservoir**

- A. Site Survey and Site Visit: Conduct a site visit to examine existing Cabrillo reservoir (see Exhibit A) and conceptual pipeline alignment (see Exhibit B) and perform appropriate survey necessary for project design.
- B. Flow Monitoring: Provide recommendation to ascertain available flow rate from natural underflow groundwater currently being collected in vault structure.
- C. Water Quality Testing: Provide recommendation for City to collect and test water by a certified laboratory with lab costs paid separately by the City. Evaluate test results and provide recommendation for design to meet appropriate regulatory standard(s) for intended use.

- D. Treatment Alternatives: Evaluate options to meet or exceed Title 22 quality (as required) for non-potable uses in City parks and public street medians. Evaluate options to meet irrigation demand needs and regulatory requirements including possible blending of potable water supply from reservoir 3A with that of non-potable water from Cabrillo reservoir
- E. Structural Assessment: Review Cabrillo reservoir structural assessment conducted by City contracted structural engineer in April and May 2015 and incorporate design elements necessary to strengthen Cabrillo reservoir to maximize storage capacity (see structural assessment letters in Exhibit C).
- F. Reservoir Drain and Outlet Piping: Evaluate existing Cabrillo reservoir outlet and drain piping with CCTV technology and/or appropriate methodologies and provide recommendation for improvement(s) necessary to facilitate hydraulic draining of reservoir. Cabrillo reservoir was originally constructed in 1918 and retrofitted in 1927, therefore, existing piping including outlet and drain may not be adequately designed and be fully functional at this time. As part of the reservoir relining contract, the City will be installing a sump pump inside the reservoir to facilitate draining. The non-potable water distribution pipeline shall include proper design to operate reservoir outlet and drain.
- G. Cost Analysis: Provide a preliminary cost analysis and engineer's estimate to design and construct the non-potable water distribution system at Cabrillo, including improvements necessary to treat the natural underflow groundwater and/or blending of potable water from reservoir 3A to Cabrillo, retrofit of the outlet/drain piping, structural reinforcement to strengthen Cabrillo reservoir walls as recommended by structural engineer and distribution pipeline to convey non-potable water as shown in conceptual design layout).
- H. Facilities Schematic: Provide an 11" X 17" (or larger) conceptual layout depicting the all proposed facilities including, but not limited to, modified inlet/outlet piping, structural reinforcement of Cabrillo reservoir, water treatment schematic, piping connection with reservoir 3A, distribution pipeline and related appurtenances necessary to deliver non-potable water.

### **Task 3: Evaluate and Develop City-Wide Non-Potable Water Distribution System**

- A. Define Project Background: Review the City's Non-Potable Water Resource Feasibility Study (see Exhibit D) and provide recommendation to develop a city-wide non-potable water distribution network including possible packaged wastewater treatment plants. Provide conceptual layout of network scenarios including treatment facilities, pipeline alignment(s) and connections to various end users.
- B. Evaluate Potential Non-Potable Water Market: Procure most recent City metered irrigation demand data from landscaped areas including, but not limited to parks, golf courses, school grounds, greenbelts, etc. Procure industrial and commercial building water demands to determine if there's potential non-potable water market for irrigation demand systems and cooling towers. Evaluate the feasibility of supplying non-potable

water for irrigation and/or cooling towers using packaged wastewater treatment plants, captured stormwater, foundation drainage water or combination thereof.

- C. Evaluate Water Quality and Environmental Regulatory Requirements: Complete a list of applicable regulatory requirements for each agency including the State Water Resources Control Board, Regional Water Quality Control Board (RWQCB), Los Angeles County Department of Public Health, CEQA requirements, and any other applicable agencies as required for City to develop a City-wide non-potable water distribution network. Regulatory requirements shall be listed for all potential end users and/or site locations.
- D. Map Locations of Potential Non-Potable Water Users with Demands from Task 3B: Provide a map with color codes by user category for existing and potential non-potable water users.
- E. Evaluate Water Distribution System and Storage Requirements: Provide location specific recommendations for future non-potable waterline distribution system and storage facilities.
- F. Develop and Evaluate Feasible Alternatives: Develop a list of feasible alternatives including foundation drainage water discharged by industrial and commercial facilities, captured stormwater, recycled water produced from packaged wastewater treatment plant(s), unique conservation measures, and any other feasible alternative including any combination of options feasible to develop city-wide non-potable water distribution system.
- G. Define a Recommended Course of Action: Recommend a course of action for implementing a City-wide non-potable water distribution system that factors in all tasks including regulatory, environmental and permitting requirements, strategies for procuring grants and low interest loans, financing considerations, and construction phasing recommendations.

**Task 4: Estimates and Bid Documents for Non-Potable Water Distribution Pipeline for Cabrillo Reservoir**

- A. Engineer's Opinion of Probable Construction Cost: Prepare a detailed Engineer's Opinion of Probable Construction Cost for the project. The estimate will provide costs for items identified in the bid schedule of the contract specifications.
- B. Bid Documents: Prepare a complete set of Specifications and Contract Documents suitable for receiving competitive bids including but not limited to bid and contract documents, general, special and technical provisions, standards plans and full scale construction drawings.
- C. Assist with Bidding Process and Award: Assist the City in the bidding and award of the contract documents to include:

- answering contractors questions
- issuing addenda
- reviewing the bids
- assisting the City in recommending award of contract

D. Deliverables:

- 50% Design Submittal - 6 hard copies and an electronic set in pdf format.
- 90% Design Submittal - 6 hard copies and an electronic set in pdf format.
- 100% Bid Documents - 1 electronic set in both native AutoCAD and PDF for the drawings and in MS Word version and PDF for the technical specs. 2 sets of stamped and signed 11x17" hard copy drawings.
- Final Engineer's Estimate of Probable Construction Cost

**Task 5: Construction Management Services**

A. Meetings:

- Attend pre-construction meeting and assist City in responding to questions related to design. For the purpose of the RFP, assume 1-meeting.
- Attend, participate, prepare and distribute agenda and meeting minutes for all construction progress meetings. For the purpose of the RFP, assume 5-meetings.

B. Shop Drawing Review: Review and process project shop drawing submittals. For the purpose of the RFP, assume 10 shop drawing submittals.

C. Construction Support Services:

- Develop design modifications as requested
- Review and respond to request for information (RFI). For the purpose of the RFP, assume 10 RFIs
- Evaluate the acceptability of substitute materials and equipment proposed by the contractor, and provides recommendation.
- Identify, document, and mitigate field conflicts.
- Evaluate contractor's change order requests and progress payment requests and make recommendation to City for approval. Assists in the negotiation of contractor's change order requests. For the purpose of the RFP, assume 5 change orders, and 10 progress payments.

**Task 6: Prepare Conceptual Design Plan for City-Wide Non-Potable Water Distribution System.**

1. Conceptual Design Plan (Plan): Prepare conceptual design plan to summarize the information from Task 3. The Plan will be used as a basis to consider the feasibility of the design and construction of the City-wide Non-Potable Water Distribution Network. Meet with City staff to discuss and review comments. Assume a minimum of one meeting to review the draft submittal, one meeting to review the final submittal, and two additional meetings to provide support at the Public Works Commission and City Council meetings.

Additionally, consultant should be aware of the following project schedule:

- Time to prepare and complete Draft Plan – 3 months
- Time for review of Draft Plan by City – 4 weeks
- Time to prepare and complete Final Plan – 1 month
- Time for review of Final by City – 2 weeks

**Project Deliverables for Task 6:** *Provide the following:*

- Conceptual Design Plan shall include the following sections, at a minimum:
  - Executive Summary
  - Introduction
  - Discussion with Alternatives and Cost Analysis (6 pages minimum)
  - Summary and conclusions
  - Recommendations
  - Attachments, including but not limited to:
    - Facilities Schematic(s)
    - Water Quality Test Results
- 5-bound copies of Draft and Final Conceptual Design Plan, plus CD or DVD copy
- Final cost and engineer’s estimate of probable construction cost for Conceptual Design Plan

**4.0 CITY FURNISHED SERVICES**

City staff will be available to answer questions during all phases of work. The City will provide in-house project manager/contract administrator. The City will assist in coordinating the dissemination of the following information during the design of this project:

1. All available City information and reports for this project, including parcel maps and GIS data base information, sewer flow data, utility locations and other related materials.
2. Any additional information residing in the City records which the parties agree may be of assistance during the design process.

**5.0 ELEMENTS OF THE PROPOSAL**

Please limit your proposal to approximately fifteen (15) pages, excluding cover letter, resumes, and pre-printed materials. Responses to this Request for Proposal shall be presented in the following format:

1. Cover Letter: The letter shall be signed by an official authorized to bind the firm and shall contain a statement indicating that the proposal is valid for ninety days.
2. Project Understanding: Present your understanding of the project and the general approach to be used.
3. Scope of Work: The methodology and detailed Scope of Work proposed to accomplish the tasks shall be described in this section. Consultants shall provide a

complete scope of services for all labor, materials, tools, equipment, services, incidentals, professional staff and sub-consultants to fully complete the project without extra work and are encouraged to recommend alternatives, added or reduced designs services which may enhance the overall quality of the project.

4. **Personnel:** This section shall identify and define the qualifications and experience of the Project Manager and other key personnel to be assigned to the project. The proposal shall also include the names, qualifications and resumes of the firm's sub-consultants' who will be performing the work and a description of their experience relating specifically to this project. Describe the level of involvement for each of the sub consultants and a projection of man-hours for each. Provide an organizational chart indicating the project team's individual responsibilities and reporting relationship. For each key team member, a resume must be attached. The Project Manager for the consultant must be fully involved and in control of the work effort and conversant in the project's details on a day-to-day basis. Provide a listing of preferably five (5) clients and projects for which similar work has been performed by the Project Manager including contact persons, addresses and telephone numbers. This work experience can be supplemented with the firm's work experience on similar projects. Please ensure that the individual referenced is still with the contracting agency for which the work was performed or give that person's current telephone number. The Project Manager and other key personnel identified in the proposal are expected to remain assigned to the project through project completion. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of City, which will not be unreasonably withheld.
5. **Project Schedule:** Provide a proposed project schedule indicating the time frame for completing each section contained within the Scope of Work.
6. **Staff Hour Estimate:** Provide a staffing chart, including consultants, indicating the estimated number of staff hours, by individuals or by job description or title required, for each task in the scope of work.
7. **Fee Summary:** In a separate sealed envelope, provide a cover letter and Fee Summary. The fee summary shall include a cost and man-hour breakdown consistent with the requirements of the Scope of Work. In addition, please provide your current rate schedule with corresponding effective dates.

City will compensate the consultant for services performed on an hourly-rate basis plus project-related expenses. Provide an estimated fee for each phase of the project and a Total Overall Not-To-Exceed Fee for the project.

## 6.0 PROPOSAL EVALUATION CRITERIA

Evaluation and ranking of the proposals will be based upon the quality of the proposals, including comprehensiveness and responsiveness to the requirements of this RFP and the following criteria:

- Similar project experience, references and qualifications of the Project Manager and other team members.
- Consultant's knowledge and understanding of the project, the approach and methodology that will be used to complete the project.
- The committed project schedule for implementation and completion of the Scope of Services, and the projected use of staff hours.

After the proposals are reviewed and ranked based on technical merit, the fee envelope will be opened and reviewed. The proposal that, in the judgment of the reviewing staff, is the highest ranked with reasonable fee will be recommended to the City Council for award.

## 7.0 PROPOSAL EVALUATION SCHEDULE

The City shall utilize the following planning chart for the timetable and process of evaluating engineering proposals:

Pre-Proposal Meeting at the City* (345 Foothill Road, Beverly Hills, CA 90210)	<b>August 4, 2016, 10:00AM</b>
Proposals due and received by:	<b>August 23, 2016, 2:00PM</b>
Recommend Council to approve Design award:	<b>September 6, 2016</b>
Project Kick-Off Meeting:	<b>September 27, 2016 (Tentatively)</b>

**\*Note:** The Pre-Proposal meeting is provided to answer questions you might have. **Attendance is mandatory in order to submit proposal.**

## 8.0 GENERAL TERMS AND CONDITIONS

The City of Beverly Hills shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant. Pre-contractual expenses are defined as expenses incurred by Consultant in:

1. Preparing the response to this Request for Proposal.
2. Submitting the proposal to the City.
3. Negotiating with the City in any matter related to this proposal.
4. Any other expenses incurred by Proposer prior to the date of the executed agreement.

The City of Beverly Hills reserves the right to reject any and all proposals. Further, the City makes no representations that any agreement will be awarded to any Proposer responding to this Request for Proposal.

The City reserves the right to cancel the project at any phase or at any point in any phase and pay the Consultant only for costs incurred to that date. All data, documents and other products used or developed during the project will remain the property of the City upon completion of that phase of the project.

### **8.1 CONTRACT BETWEEN CONSULTANT AND CITY**

The City will prepare a contract for implementation between the successful proposer and the City. See **Attachment E** for a sample of the City's professional services contract. Please indicate in your proposal any exceptions taken to the requirements of the agreement.

### **8.2 LATE PROPOSALS**

It is the Consultant's sole responsibility to ensure that proposals are received at the City office prior to the scheduled closing time specified in this RFP. Proposals will not be accepted after the deadline.

### **8.3 WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn if written notification of withdrawal of the proposal is signed by an authorized representative of the proposer and received at the City office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.

### **8.4 REJECTION OF PROPOSALS**

The City reserves the right to reject any and all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

### **8.5 PROPOSAL VALIDITY PERIOD**

Submission of a proposal will signify the proposer's agreement that the proposal, and contents thereof, are valid for ninety (90) days following the submission of the proposal and shall become part of the contract that is negotiated with the successful consultant.

### **8.6 SITE INSPECTION**

Proposers are urged to make site visits and examinations to become thoroughly familiar with the conditions affecting their proposal. Failure to make such investigations will not constitute grounds for additional claims or for extension of time under the contract and will not relieve the Consultant of the responsibility for meeting all requirements of the RFP.

### **8.7 DOCUMENTS TO BE CONSTRUED TOGETHER**

The RFP, proposal and all documents incorporated by reference in a contract entered into between the consultant and the City, and all modifications of said documents, shall be construed together as one document.

### **8.8 EXTRA WORK OR MATERIALS**

The City shall have the right to make alterations, eliminations and additions in the work. Exercise of such right shall in no way void the contract. The value of such extra work shall be agreed upon by the City and the Consultant.

### **8.9 NEWS RELEASES**

News releases pertaining to the award of any contract resulting from this RFP shall not be made without prior approval of the City. The City's name shall not appear on customer lists, advertising or other materials used to promote the Consultant's services without prior written approval of the City.

## **9.0 CLOSING**

The City reserves the right to accept or reject any and all proposals, waive any defects or irregularity, modify the proposal terms or the selection process or negotiate a contract, along with a revised Scope of Services, schedule and fees with the selected consultant. The City reserves the right to eliminate or add tasks identified in the Scope of Work with a corresponding reduction or increase in the fee. The City reserves the right to separate the work into various projects and negotiate and award each project to different consultants. The final proposals will be presented to the City Council for approval.

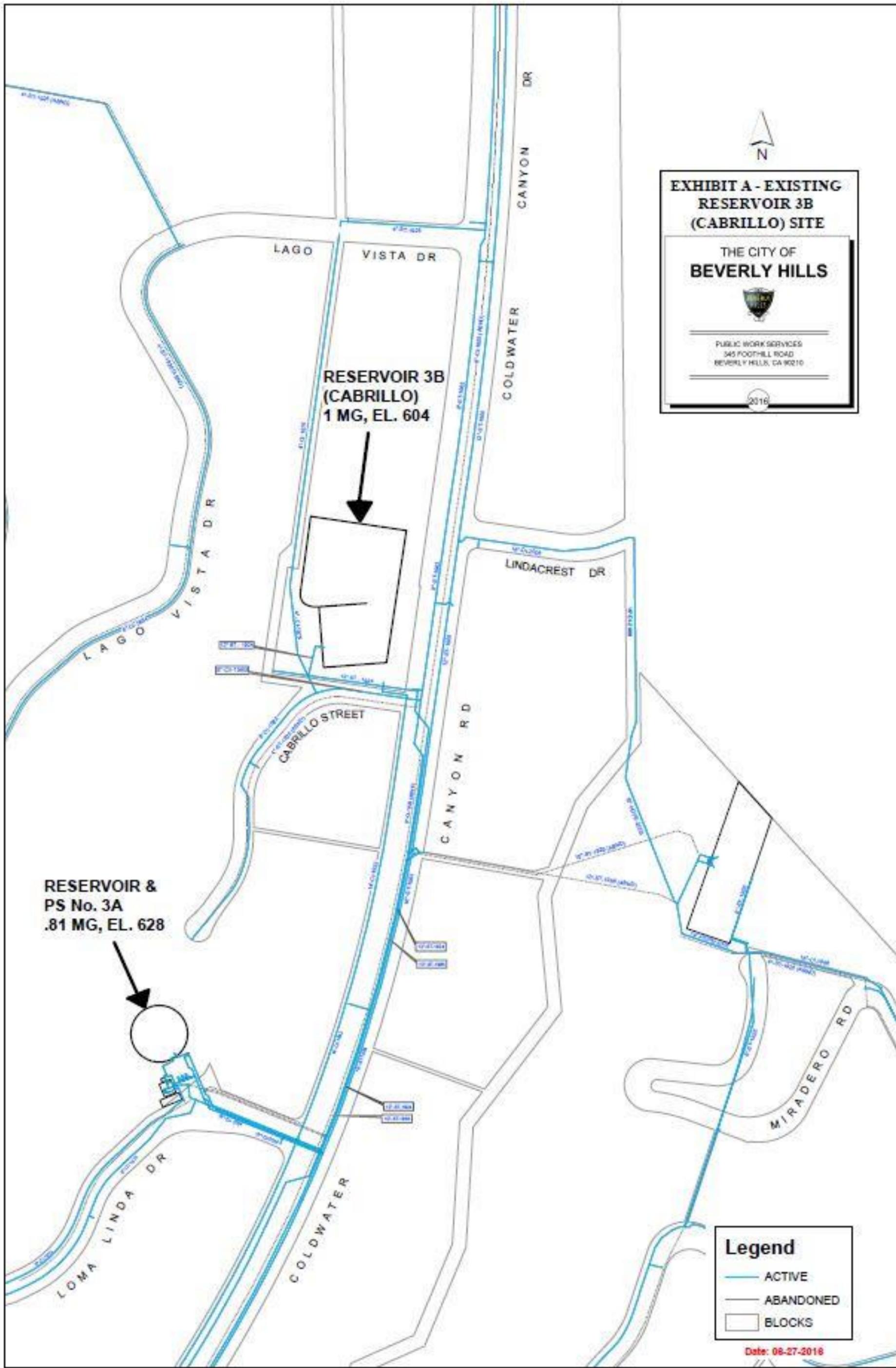
**Five copies of the complete proposals and one separate sealed fee envelope must be received by the date and time specified in Section 7.0 of this RFP. Deliver or mail proposals to:**

Hand Deliveries: City of Beverly Hills – Public Works Services Dept.  
345 Foothill Road  
Beverly Hills, California 90210  
Attn.: **Derek Nguyen, Ph.D., P.E., Project Manager**

Mailed Deliveries: City of Beverly Hills – Public Works Services Dept.  
345 Foothill Road  
Beverly Hills, California 90210  
Attn.: **Derek Nguyen, Ph.D., P.E., Project Manager**

## **ATTACHMENTS**

- Exhibit A: Existing Cabrillo Reservoir
- Exhibit B: Conceptual Alignment: Non-Potable Pipeline Cabrillo Reservoir
- Exhibit C: Structural Assessment Letters
- Exhibit D: Non-Potable Water Resource Feasibility Study
- Exhibit E: City's Professional Services Contract



**EXHIBIT A - EXISTING  
RESERVOIR 3B  
(CABRILLO) SITE**

THE CITY OF  
**BEVERLY HILLS**



PUBLIC WORK SERVICES  
345 FOOTHILL ROAD  
BEVERLY HILLS, CA 90210

2016

**Legend**

- ACTIVE
- - - ABANDONED
- BLOCKS

Date: 08-27-2016



0 170 340 680 1020 1360 Feet

**EXHIBIT B -  
CONCEPTUAL  
ALIGNMENT**

**THE CITY OF  
BEVERLY HILLS**



PUBLIC WORK SERVICES  
345 FOOTHILL ROAD  
BEVERLY HILLS, CA 90210

2016

**RESERVOIR 3B  
(CABRILLO RESERVOIR)**

**RESERVOIR 3A**

**CONCEPTUAL  
ALIGNMENT**

**COLDWATER  
PARK**

**SUNSET  
MEDIANS**

**WILL ROGERS  
PARK**

**HAWTHORNE  
SCHOOL**

**MALTZ  
PARK**

**BEVERLY  
GARDENS PARK**

**Legend**

-  OBSERVED RESERVOIRS
-  CONCEPTUAL ALIGNMENT
-  CITY PARKS
-  BLOCKS

Date: 06-27-2016

## EXHIBIT C: STRUCTURAL ASSESSMENT LETTERS

**Melvyn Green  
& Associates Inc**

**GREEN**

Structural Engineering  
Architectural Preservation  
Materials Conservation

3868 Carson Street  
Suite 300  
Torrance, CA 90503

☎ 310.792.9252  
fx 310.792.8092

[www.mgreenassoc.com](http://www.mgreenassoc.com)

April 27, 2016

Mr. Derek Nguyen, PE  
Public Works Services  
City of Beverly Hills  
345 Foothill Road  
Beverly Hills, CA 90210

Re: Water Storage Reservoir, Coldwater Canyon, Wall Review

Dear Mr. Nguyen:

Per your request I have reviewed the original wall design of the water storage reservoir. The intent of this review was to determine the stability of the original wall constructed in 1923, although the plans seem to be dated 1918.

Our approach has been to observe the wall in the field, review the original plans, and perform sufficient calculations to provide information on its stability.

### Wall Description

The wall is constructed with a concrete foundation and stem wall. The height of the wall is 12 feet 8 inches to the bottom of the foundation. The wall is battered. It is 8 inches thick at the top and 16 inches thick at the base.

The foundation is 3 feet 4 inches in width. The footing extends 2 feet beyond the face of the wall into the reservoir. Its thickness is not shown, but from the plans, appears to be about 18 to 20 inches thick. No reinforcing steel is shown for the foundation.

Reinforcing steel is shown on the water side of the wall. Vertical steel is ½ inch diameter bars at 3 feet on center. Horizontal steel is called out as ½ inch diameter bars. These are placed at 10 inches on center near the base, at 12 inches on center at mid-height, and at 16 inches on center in the top one-third of the wall.

### Analysis Approach

The design of the wall is not a reinforced concrete wall. If it was designed to resist the soil load, the reinforcing steel is on the wrong side. If it was designed to resist water the reinforcing steel is grossly inadequate.

The approach taken is to review this as a gravity wall. Two cases are considered. The first is that the wall is containing 6 feet of water. The second is that the reservoir is empty and the wall is resisting about 10 feet of earth.

If a retaining wall has soil on one side and water on the other, like a swimming pool, the forces of the soil and those of the water counteract each other to some extent. (However water is a greater force on the wall.)

### Findings

Of the two cases considered we note the following:

Mr. Derek Nguyen, PE

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April 27, 2016

In the case of the wall retaining 6 feet maximum of water, the wall is stable. It has a very small factor of safety against overturning. (Current design codes require a 1.5 factor; this wall has a 1.03 factor against overturning.)

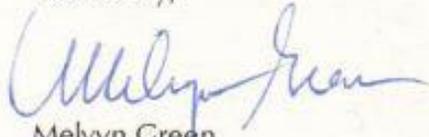
In the case of the wall acting as a retaining wall for about 10 feet of earth, the stem is overstressed in tension. The factor of safety against overturning is less than one. Why does it stand? There is no pressure from soil water on the back side pushing it over.

Summary

The wall does not meet today's design approach and standards. But filling the reservoir with water to about 6 feet suggests that there is stability.

Please contact me if you have any questions.

Yours truly,



Melvyn Green  
Structural Engineer



Structural Engineering  
Architectural Preservation  
Materials Conservation

3868  
Carson Street  
Suite 300  
Torrance, CA 90503

☎ 310.792.9252  
fx 310.792.8092

www.mgreenassoc.com

May 11, 2016

Mr. Derek Nguyen, PE  
Public Works Services  
City of Beverly Hills  
345 Foothill Road  
Beverly Hills, CA 90210

Re: Water Storage Reservoir, Coldwater Canyon, Wall Upgrade Comments

Dear Mr. Nguyen:

Per our conversation today, here is a short discussion on some strengthening options.

As I previously mentioned, the existing reservoir wall calculated as having a maximum retained height of water at about 6 feet. It is an unreinforced concrete wall.

To increase the water level would involve strengthening the wall. The options are:

1 – Shotcrete Wall - Strengthen the wall by adding a “shotcrete” layer on the exterior side. This method essentially creates a new reinforced concrete wall. It requires trenching along the backside of the existing wall. A footing would then be constructed, reinforcing placed, and shotcrete applied. The wall thickness might vary from top to a thicker bottom.

2 – Soldier Piles – Vertical piles would be placed against the backside of the wall. The piles would extend below the bottom of the existing reservoir several feet. The piles would be of reinforced concrete. In this option the existing reservoir wall spans between the soldier piles. Pile spacing would be determined by analysis of the existing wall to span horizontally between piles. (The existing concrete wall has some spanning capacity.)

I would guess that the soldier piles would be about 8 feet on center. The piles might be from 16 to 24 inches in diameter. They are reinforced.

Another option would be to use steel piles. But man-handling the piles on the site may be more expensive. The steel would still be encased in concrete.

I would expect the soldier piles to be the less costly option as there is minimal excavation required behind the wall. Some site clearance is required for any strengthening option.

Hopefully this provides the structural information you require. Please feel free to contact me if you have any questions.

Yours truly,

A handwritten signature in black ink that reads "Melvyn Green".

Melvyn Green  
Structural Engineer

**EXHIBIT D**  
**Non-Potable Water Resource Feasibility Study by Sherwood Design Engineers**

**EXHIBIT E**  
**PROFESSIONAL SERVICES CONTRACT TEMPLATE**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND [CONSULTANT'S NAME]  
FOR [BRIEFLY DESCRIBE PURPOSE OF THIS CONTRACT]

NAME OF CONSULTANT: insert name of consultant

RESPONSIBLE PRINCIPAL OF CONSULTANT: insert name, title of responsible principal

CONSULTANT'S ADDRESS: insert street address  
insert city, state, zip code  
Attention: insert dept. head name, title

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: [Dept. Head's Name, Title]

COMMENCEMENT DATE: insert commencement date

TERMINATION DATE: insert termination date

CONSIDERATION: Not to exceed \$ insert amount

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND [CONSULTANT NAME] FOR [BRIEFLY DESCRIBE PURPOSE OF CONTRACT]

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and [CONSULTANT Name], (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. (Check the Applicable Box)

(a) Compensation [check applicable provision]

*If compensation is based on an hourly rate*

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 hourly rates set forth in Exhibit B.

*If compensation is based on a flat fee*

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.

(b) Expenses [check applicable provision]

*If no reimbursable 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.

*If CITY reimburses for certain expenses in addition to compensation*

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 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.** CITY shall pay CONSULTANT said Consideration in accordance with the method and 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) Workers' compensation insurance as required by the State of California.

(4) 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.

(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) In connection with the design professional services required by this Agreement, and to the maximum extent permitted by law, 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 design services under this Agreement. CONSULTANT shall defend Indemnitees in any actions filed in connection with any such claims with counsel of Indemnities' 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), and to the maximum extent permitted by law, 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. CONSULTANT's duty to defend pursuant to this Section 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 the 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 three 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. 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 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 \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
Name: dept head/cfo/cm  
Title

CONSULTANT:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Dept. Head Name:  
Title:

\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

CONSULTANT shall perform the following services:

[Describe the services in detail. Include schedule for deliverables and/or services]:

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

[Tie to deliverables where possible.]

**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.	<u>LIMITS</u> 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 D**  
**CITY OF BEVERLY HILLS STANDARD INSURANCE REQUIREMENTS**

**Contractor's Insurance.** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

(3) **Workers Compensation** Insurance as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 per accident.

(4) **Evidence of Coverage:**

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+(VII) or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided

to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(8) Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

**Indemnification.** 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 work.

## CERTIFICATE OF INSURANCE

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

NAMED INSURED (CONTRACTOR) \_\_\_\_\_ COMPANIES AFFORDING COVERAGE

ADDRESS: \_\_\_\_\_

A.  
B.  
C.

COMPANY (A, B, C)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
	AUTOMOBILE LIABILITY [ ]					
	GENERAL LIABILITY [ ]					
	PRODUCTS /COMPLETED OPERATIONS [ ]					
	BLANKET CONTRACTUAL [ ]					
	CONTRACTOR'S PROTECTIVE [ ]					
	PERSONAL INJURY [ ]					
	OTHER [ ]					
	EXCESS LIABILITY [ ]					
	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:

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 on 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: \_\_\_\_\_