



CITY OF BEVERLY HILLS

REQUEST FOR PROPOSAL #15-57

WELLS, WATER TREATMENT AND TRANSMISSION MAIN PROJECT

PRELIMINARY DESIGN REPORT

PUBLIC WORKS SERVICES DEPARTMENT

345 N. FOOTHILL ROAD
BEVERLY HILLS, CA 90210
DECEMBER 2015

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1.0 OVERVIEW

The City of Beverly Hills is located on the coastal plain of the Santa Monica Mountains, in Los Angeles County, approximately 10 miles west of Los Angeles and overlying the Hollywood Groundwater Basin. The City formerly had a wellfield pumping from the La Brea Subarea of the Central Basin, south of the City within the City of Los Angeles. The City's water system serves a population of 42,000 within its service area. The City recently completed a 2015 Water Enterprise Plan (WEP), which identified the need to re-establish the Wellfield in the Unadjudicated Central Basin to provide enhanced water supply to its system. The WEP also recommended optimizing production from the Hollywood Groundwater Basin.

The City is committed to providing reliable and cost-efficient production, transmission, and distribution of high-quality drinking water to its constituents.

2.0 PURPOSE

This Request for Proposal (RFP) contains a project background and overview, scope of work, evaluation schedule, and general terms and conditions. The intent of this document is to solicit a concise proposal to prepare a Preliminary Design Report for new hi-capacity groundwater wells in the La Brea Subarea of the Central Basin; evaluate water treatment alternatives; evaluate potential transmission pipeline alignments; and identify required infrastructure and a recommended CEQA process.

The project will encompass three phases:

- **Phase I** – Preliminary Design Report (PDR) Pilot Well, Water Treatment and Pipeline
- **Phase II** – Design Services – Wells, Water Treatment, Transmission Pipeline and related Infrastructure as well as CEQA Compliance
- **Phase III** – Construction Management (CM) Services - Wells, Water Treatment, Transmission Pipeline and related Infrastructure; based upon Final Design

This RFP is asking for a Proposal to conduct the **Phase I PDR services** for the Project. Following completion of the PDR, Design Services will be scoped and a fee negotiated with the Consultant. Please note that the Consultant's performance in preparing the PDR document will be a consideration in requesting them to provide the City with a Proposal for Phase II Design Services for the Project. The proposal must include team members to support both preliminary design and full design phases.

Please contact the person below with any questions regarding this RFP:

Steve Bucknam, PE

Selection Manager

Telephone: (949) 363-6461

E-mail: steve@bucknam.net

All inquiries and comments concerning the RFP must be directed to Steve Bucknam for response, and sent via email to Steve Bucknam: steve@bucknam.net. All inquiries must be received via email by Wednesday, December 23, 2015, at 4:30 p.m.

3.0 BACKGROUND

The City of Beverly Hills is in the early stages of initiating a project to expand local water supply/production by developing groundwater in the Unadjudicated Central Basin, which is located outside of the City of Beverly Hills limit within the City of Los Angeles. The Unadjudicated portion of the Central Basin was successfully developed for water supply by Beverly Hills in the past. The City stopped pumping in the late 1960s/early 1970s. The City would like to explore project delivery options, discuss informational needs and outline a path forward in order to implement this project in a timely and cost effective manner. The general scope would include three or more production wells, transmission main conveyance and new treatment facilities and/or treatment plant expansion (and all the process/permitting required by the State of California and City of Los Angeles, etc). Additionally, some real estate would likely need to be acquired since the City currently owns only one parcel in this area. The City will be working with the selected consultant to identify and acquire the potential site of a pilot well, as well future permanent wellsites.

4.0 PROJECT SCOPE & SCHEDULE

The City intends to utilize the following planning chart for the timetable and process of evaluating engineering proposals.

Request for Proposals mailed:	December 10, 2015
Inquiries must be received (by 4:30 p.m.)	December 23, 2015
Proposals due and received (by 4:30 p.m.)	January 6, 2016
Interview/Proposal Presentation	January 20, 2016
Consultant Selection by	January 27, 2016
City Council Agreement Approval	February 16, 2016

All inquiries must be received via email to Steve Bucknam (Selection Manager) to steve@bucknam.net by Wednesday, December 23, 2015, at 4:30 p.m.

Note: A Mandatory Pre-Proposal Meeting is scheduled for **December 17, 2015 at 9:00 a.m.** at the City of Beverly Hills, Public Works Services Field Offices, Room 217, located at 345 N Foothill Road; Beverly Hills, California 90210.

Proposals must be received in the Public Works Services Department located at 345 North Foothill Road, at the Reception Desk, Beverly Hills, California 90210, **no later than 4:30 p.m. (PST) on Wednesday, January 6, 2016.**

The written Proposal should be enclosed and sealed in an envelope clearly marked as follows:

Proposal No. 15-57

Proposal for Wells, Water Treatment and Transmission Main Project Preliminary Design Report

c/o Trish Rhay

City of Beverly Hills, Public Works Services Department

345 N. Foothill Road

Beverly Hills, CA 90210

Mailed or Expressed Service proposals must be delivered prior to 4:30 p.m. on January 6, 2016. No postmark date will be accepted. No faxed or emailed proposals will be accepted.

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

Project Schedule. The City desires to have the PDR completed within nine (9) months of the City's notice to proceed.

The scope of work that follows contains a general outline of the proposed work. Proposals submitted should include a detailed all-inclusive scope of work as required to prepare an analysis resulting in the preparation of a Well Siting PDR for this Project.

Please include additional items to the scope of services that your firm may deem necessary and appropriate to achieve the Project's objective. Please also include any optional scope items that may not be necessary however may enhance the overall delivery of the project. Please indicate them as optional. It is intended that the scope of work in your proposal will be the basis for a professional services agreement, subject to negotiation following selection.

Include in your proposal an hourly rate not-to-exceed Fee Estimate associated with, but not limited to, the following scope of work, outlined in Section 5 below.

5.0 SCOPE OF WORK

PHASE I – Preliminary Design Report (PDR) EFFORT

TASK 1—RESEARCH AND INVESTIGATION

The Consultant shall collect, from the City and other sources, all the pertinent information and data regarding this project. The Consultant shall review the existing data, information, and standards relevant to the proposed work for the Project. The City anticipates that the following documents will be furnished to the Consultant:

- Copy of the City’s 2015 Water Enterprise Plan (WEP)
- Copy of the City’s 2010 Water Master Plan
- Copy of the City’s 2010 Urban Water Management Plan
- Water System Mapping Information
- Water System Operational Information
- Water System Water Quality Data – Consumer Confidence Report
- City’s Water Treatment Plant Studies by GHD and Hazen Sawyer
- Other Available Pertinent Data and Information

TASK 2—BASELINE STUDIES

Following the collection and review of available data in order to fully understand the project delivery success factors, the Consultant shall perform baseline studies, including Project Goal Setting. These studies will be completed to define the Project delivery requirements and include technical and financial feasibility evaluations. These studies will include but not limited to the following:

- Project Goal Setting
- Site Alternative Analysis
- Hydrogeological Analysis
- Water Treatment Analysis
- Water quality risks/impact analysis
- Transmission Main Alignment Analysis
- Treatment Process Performance Requirements Definition
- Funding Plans
- Permitting Requirements/Schedules
- Architectural or aesthetics requirements definition

- Geotechnical Studies
- Projected Project Completion Schedule
- Other evaluations necessary to fully define the project requirements

The final deliverable for this task is one baseline study incorporating the analysis listed above.

The results of the baseline study will be used to define a scope of work to be included in the procurement documents for the design-bid or design-build project.

TASK 3—SITE LOCATION STUDY AND REPORT

Following acceptance of Baseline Studies by the City and investigation of the suitability of up to six (6) alternative wellsites shall be investigated in collaboration with City.

- Review available topographic, property, and utility maps within the study area to work with City to identify potential alternative sites.
- Review expansion possibilities and potential site alternatives with City management and staff and conduct a surface reconnaissance field trip to review potential sites within the study area and determine if there are additional considerations not apparent from the available records.
- Review extant hydrogeologic information, subsurface records and any geotechnical investigation reports for the possible construction areas.
- Review utility records for general location of utilities and service alternatives.
- Summarize advantages and disadvantages of each alternative site, considering geotechnical conditions, transmission and pumping requirements, access, utilities, environmental factors (i.e. proximity of hazardous materials sites), and overall cost effects.

The final deliverable for this task is a draft “Well Location Recommendations Technical Memorandum” and final Technical Memorandum incorporating staff comments.

TASK 4—WELL SITING ASSESSMENT

A site assessment with respect to ground water production potential and water quality shall be conducted for a minimum of three (3) potential well sites located within the LaBrea Subarea of the Unadjudicated Central Basin (**See Exhibit A**). The site assessment shall evaluate the suitability of the potential well locations, which will be established in collaboration with the City. The potential hydrogeological suitability of the proposed well sites shall be investigated. The consultant shall meet with the City at an initial kickoff meeting to discuss the potential well site locations to be investigated. The Consultant shall prepare a brief Well Siting PDR and develop conclusions based on its analysis, as well as other data available from the City and the Consultant’s previous experience.

The PDR shall include Preliminary Well Designs, based upon the findings of the site assessment, addressing all components of the well drilling including but not limited to:

- Recommendation to City on precise well locations
- Expected depth and diameter of well casings
- Recommended well drilling method (Rotary or Reverse Rotary)
- Geologic conditions and impact on drilling
- Sequence of drilling operations
- Noise abatement measures during drilling
- Alternative casing material
- Potential depth of screened intervals
- Consideration for filter pack gradation
- Sounding tubes
- Potential pumping capacity

The PDR shall include Preliminary Well Site Configurations indicating proposed locations for the well house, discharge piping, pump to waste discharge piping, electrical service point, access drive, security fencing, lighting and site improvements.

TASK 5—PERFORM FIELDWORK

The Consultant shall perform at minimum the following fieldwork to support the decision making process on the project delivery method:

- **Water Quality Investigation:** The Consultant shall review existing water quality data for the Central Basin groundwater basin to determine the existing water quality. If necessary, additional water quality sampling will be performed to augment existing data.
- **Pilot Well:** Prepare Plans, Specifications and Estimate (PS&E) for the Drilling and Testing of a Pilot Well at one of the selected well sites. This well will also become one of the three production wells.
- **Assist the City in Soliciting Pilot Well Bids:** Prepare bid documents, provide a bidders list, respond to bidder questions during the bidding process, evaluate final bids, prepare a summary of bids and make a recommendation to the City on most responsive bidder.
- **Provide Construction Oversight of the Drilling and Construction of the Well.**
- **Pilot Well Testing:** Test the capacity of the Pilot Well to determine the amount of water that can be pumped from the well.
- **Water Treatment Evaluation:** Conduct a thorough review of the Pilot Well's water quality along with other groundwater quality information available. Prepare a preliminary recommendation on water treatment. The evaluation shall include water

treatment at the City’s water treatment plant and/or building a local water treatment plant near the proposed wells or at the individual wellsites. The results of the Water Treatment Evaluation shall be summarized along with treatment recommendations in a Technical Memorandum.

- **Pipeline Condition Assessment:** The former transmission pipeline infrastructure that was used to convey well water to the City’s former treatment facility on La Cienega Blvd has not been looked at in several years. The objective of this task is for the Consultant to perform the necessary field investigations to ascertain the condition of the pipe and determine the feasibility of rehabilitation needed to improve the condition of the pipe for use as a part of this Project’s delivery system.
- **Utility Research:** Perform a utility investigation for alternative routes for the Transmission Main.
- **Geotechnical Investigations:** Once the three (3) wellsite are identified and selected by the City, the Consultant shall perform geotechnical studies relative building and site improvements at each site.
- **Surveying Services:** Perform boundary and topographic surveys at each of the three (3) selected wellsites. Identify additional route surveys with horizontal and vertical control for the selected Transmission Main route selected to deliver well water supply to the City’s water system.

TASK 6—HYDRAULIC EVALUATION TO IDENTIFY MODIFICATIONS NEEDED TO EXISTING INFRASTRUCTURE

The Consultant shall use the existing hydraulic model for the City’s water distribution system as a baseline to evaluate the necessary system configuration changes to accommodate the desired facilities. The hydraulic model shall be used to evaluate the hydraulics of the system with the proposed infrastructure, and the impact of operational changes needed to operate the system efficiently and effectively. The Consultant shall coordinate with the City to determine the terminus of the pipeline.

TASK 7—PIPELINE ALIGNMENT CORRIDOR STUDY

For each of the potential well sites, identify preliminary alignments for transmission mains to connect these wells to the City’s water system. The potential to connect to a Los Angeles Department of Water & Power (LADWP) transmission main system shall also be investigated to potentially allow for wheeling of well production water through the LADWP system to the City of Beverly Hills’s transmission and distribution systems.

Task 7.1 Evaluate Alternative Alignments

- a. Evaluate three (3) alternative alignments.

- Obtain current aerial photographs through a subcontract to an aerial photography firm.
 - Determine alternative routes.
 - Review available urban planning reports; road, railroad, and utility planning reports; topographic maps; aerial photographs; GPS system information; geologic and geotechnical information; property maps; and utility maps within the corridor to determine potential alternative alignments. The consultant shall determine if the available information from USGS and State Geological Survey is adequate. If the information is not sufficient, estimate reliable budget level costs and some subsurface exploration may be required.
 - Conduct a surface reconnaissance field trip with the City to review the potential alignment alternatives within the corridor to determine if there are additional alternatives not apparent from the available records.
 - Summarize advantages and disadvantages of each alternative alignment, considering geotechnical conditions, urban development conditions, service requirements, construction difficulties, environmental factors, and overall costs.
- b. Prepare a Technical Memorandum reviewing alternatives and recommending the optimal transmission pipeline route.
- c. Review draft with Owner and revise as required.

Task 7.2 Establish Design Parameters

After City has selected the transmission system recommendations, establish pipeline design criteria in a Technical Memorandum including the following information:

- Establish pipeline sizes, appurtenances and materials.
 - Prepare a preliminary hydraulic profile.
 - Establish valve types and locations
- a. Prepare draft pipeline design criteria Technical Memorandum
- b. Review draft with City and revise as required.

TASK 8—WELL SYSTEM CONCEPTUAL DESIGN

After City's acceptance of the three (3) recommended wellsite locations, prepare conceptual design sketches and review them with the City to gain concurrence for public information, City review, and review by affected agencies. For each of the three (3) Wellsites and a potential Forebay and Pump Station Site:

- Develop a preliminary site plan for each wellsite.
- Develop preliminary hydraulic profile for delivery of water to the transmission main.
- Develop conceptual well building structure floor plans.
- Develop architectural elevation sketches for each wellsite building.
- Prepare a facilities site description including:
 - Site conditions, including preliminary drainage and foundation requirements.
 - Flow scheme and major process components.
 - SCADA and computerized control systems.
 - Architectural and structural concepts.
 - Chemical feed and storage facilities for onsite treatment.
 - Heating, ventilating, and air conditioning systems.
 - Security systems.
 - Develop basic utilities services concepts, including standby power.
 - Evaluate and establish preliminary monitoring and control system criteria for each of the wellsite facilities.

TASK 8.1—Identify Potential Wellfield System Infrastructure

Identify potential Wellfield System infrastructure located at one of the wellsites or at a separate site to receive combined well discharges from the selected wellsites. These facilities would potentially include a Forebay Reservoir, Pump Station and Site Improvements.

- a. Review conceptual alternatives and associated costs with the City staff in a Preliminary Design Workshop.

TASK 9—CEQA ENVIRONMENTAL DOCUMENTATION & PERMITTING

Task 9.1. CEQA Environmental Documentation

The Consultant will be responsible for identifying and collecting data needed for environmental analysis and present their findings in a Technical Memorandum.

Environmental Checklist: The Consultant will analyze environmental issues pertaining to the Project and prepare an Environmental Checklist to ascertain the parameters to be addressed in the eventual Environmental Document for the Project. The Consultant shall make a recommendation on the additional environmental documentation that will be required. The Environmental Checklist shall incorporate all the elements contained Appendix G in the current California Department of Natural Resources, CEQA requirements including the following:

Aesthetics; Agriculture and Forestry Resources; Air Quality; Biological Resources; Cultural Resources; Geology/Soils; Greenhouse Gas Emissions; Hazards & Hazardous Materials; Hydrology/Water Quality; Land Use/Planning; Mineral Resources; Noise; Population/Housing; Public Services; Recreation; Transportation/Traffic; Utilities/Service Systems; & Mandatory Findings of Significance

Task 9.2 Permitting

The Consultant shall analyze and prepare a list of the number and types of permits and approvals necessary for the construction of this project. Upon request from the City, meet with representatives of affected agencies, such as State and County regulatory agencies, utilities, cities, school districts, railroad companies, pipeline companies, and other stakeholders as appropriate to discuss the potential impact of the project on their facilities. Provide the estimated number of meetings required. Any additional efforts requested by the City will be addressed and negotiated as supplemental services.

It is also important to maintain good relationships with the public during the construction phase. Confirm with City the types of notifications to be provided to residents, and commercial entities which could potentially be affected by the construction of the Project.

TASK 10—PREPARE PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST

Prepare a **Preliminary Estimate of Probable Construction Cost** (PEPCC) for each of the potential alternative wells, water treatment and transmission main projects. The PEPCC shall also include the costs for any Land Acquisition, Easements, Permits, and Regulatory Compliance which may be required to site the wells, provide water treatment and construct the transmission main.

Prepare comparative opinions of costs for each of the alternatives which will also include costs for such items as:

- Administration
- Design
- Construction Management
- Operation
- Maintenance

TASK 11—PREPARE PRELIMINARY PROJECT SCHEDULE

Prepare a **Preliminary Project Schedule** for completing the CEQA process, design and construction of the wells encompassing their drilling, development, testing, equipping, water treatment facilities and connections to the City's water system through a transmission main to the City's service area.

Ten (10) copies of the PDR shall be provided for the City's review, comment and approval at the 30%, 90% stage and 100% stages of completion. Ten (10) hardbound copies of the final PDR along with electronic copies, in pdf format, shall be provided.

TASK 12—PDR REPORT

Following completion of the Tasks 1 through 11, the Consultant shall assist the City in developing a Project Development Strategy leading to the preparation of a **Draft and Final PDR Reports**, including the following:

- Executive Summary
- Introduction
- Construction packaging and project segmentation
- Cost and financial issues
- Project implementation Schedule
- Allocation and assignment of performance risk
- Level of control desired by the City during Project delivery for Phase II Design, Phase III Construction, and Commissioning Phases
- Recommended level of involvement of City's operations personnel during Project development and after Project commissioning.
- Summary of legal constraints as provided by the City
- Regulatory setting and key compliance criteria.
- Potential schedule constraints
- Potential project risk concerns
- External stakeholder requirement
- CEQA Compliance Overview
- Regulatory Compliance Summary

TASK 13—PROJECT MANAGEMENT

This task involves overall project management including project planning, coordination, reporting and communications. This task also includes preparation of monthly progress reports, tracking of budgets and schedules against plan, and taking corrective measures. Quality assurance shall include an independent review of all deliverables prior to submittal to the City. The following shall be addressed as part of this scope:

- **Kickoff Meeting:** The Consultant shall hold a kick-off meeting with the City and other interested stakeholders to discuss the project details and other pertinent issues regarding project delivery. The kickoff meeting shall discuss the approach the Consultant would employ in executing the project and for collecting other pertinent data from the City and other interested stakeholders. The objective of this meeting is

also to ensure that the City's vision, goals and objectives are clearly understood by the Consultant team, and responsibilities of each team member are clearly identified.

- **Progress Meetings:** The Consultant shall hold face-to-face meetings with the City and other interested stakeholders to review progress and coordinate resolution of issues. The Consultant shall prepare meeting minutes to document decisions and outstanding issues.
- **Conduct Workshops:** The Consultant will organize workshops at key stages of the project to keep City staff informed about the key issues on the project. The workshops can be scheduled to coincide with regular project meetings. The Consultant should propose the number of workshops that will take place and outline the purpose of each of the workshops in their proposal.
- **Invoicing:** The Consultant shall prepare monthly invoices and schedule updates to keep the City up to date on project budget and schedule updates. The Consultant will manage the project team and staff workload to ensure that the project is executed within budget and schedule.
- **Quality Assurance and Quality Control:** The Consultant shall perform internal quality assurance reviews at key project completion milestones to assess overall project implementation.

Phase II - Design Services – CEQA, Wells, Water Treatment, Transmission Pipeline and Related Infrastructure

TASK 14 – DESIGN SERVICES PROPOSAL

Upon completion of the PDR and its acceptance by the City, the Consultant shall enter into negotiations with the City for preparation of a Proposal incorporating a scope and fee for Design Services for the selected Project. As part of their Proposal, the consultant shall, at that juncture, develop a general Work Plan to complete the Phase II Design Services for the Project. The Work Plan shall include: CEQA compliance, Predesign, Final Design and Contract Documents as well as Consultation during Construction Services.

7.0 ORGANIZATION OF PROPOSAL

7.1 TECHNICAL PROPOSAL

The technical proposals should be concisely written and easily understood.

Responses to this Request for Proposal should properly address the Scope of Work and be presented in the following format:

- **Introduction:** Present your understanding of the project and the general approach to be used.
- **Personnel:** This section shall identify and define the experience of the Project Manager, Hydrogeologist, and other key personnel to be assigned to the project

including any sub-consultants. Resumes shall be included for the Project Manager, Hydrogeologist and any other key personnel. The resumes should include education, employment history, project experience with corresponding dates, and the number of years employed with the company. During the course of the project, substitution of key personnel is subject to the approval of the City. A project organization chart focused on Phase I shall be included.

- Project Experience: Provide a listing of at least three (3) projects, completed in the last five (5) years, where the proposed Project Manager has performed similar work. Include the client's name, address, phone number, email and the name of a contact person.
- Provide at least three (3) additional projects, completed in the last five years, related to the firm's successful completion of projects similar to the this type of project effort. Include the client's name, address, phone number, email and the name of a contact person.
- Methodology: The methodology proposed to accomplish the various work tasks shall be described in this section. Methodology should be focused on Phase I. Present your concept for conducting the work. Consultants are encouraged to recommend alternatives that may enhance the overall quality of the project and reduce costs with the minimal effect on time and the least impact on the environment.
- Detailed Scope of Work: The approach and detailed Scope of Services proposed to accomplish the Phase I work tasks shall be described in this section. The scope of services proposed must be all-inclusive to determine the feasibility of Phase I. The scope of work shall also clearly set forth services that are not included or anticipated as part of the proposal. If services are not set forth as "Exclusions" within this section, they will be considered included, although not specifically mentioned, in the scope of work necessary to provide the full and complete services required for the Project.
- Work Hours / Level of Effort Summary: Provide a labor-hour breakdown by position/title classification for each task defined in the scope of work. Subconsultant time should be identified as such with a similar man-hour breakdown. The format should be similar to the separately sealed Fee Proposal, without indicating the fee.
- Project Schedule: Provide a detailed schedule to complete Phase I as set forth above or any changes consultant would recommend.
- Subconsultants: For key subconsultants, provide a statement signed by the subconsultant and prime consultant indicating the subconsultant commitment to the project for Phase I.

- Signature: The Technical Proposal and Fee Proposal shall be signed by a company officer authorized to bind the firm and shall contain a statement indicating that the proposal is valid for ninety (90) days.

Questions Regarding the RFP: Consultants are urged to address the City with any questions relating to the project or documents contained herein. Please direct any questions regarding this RFP to the City's Selection Process Manager, Steve Bucknam; email: steve@bucknam.net. Such questions shall be addressed in writing, by December 23, 2015, at 4:30 p.m.

7.2 FEE PROPOSAL

7.2.1 Fee Proposal: This section shall define the hourly rate and materials on a not to exceed fee basis quotation, for all work to be completed under Phase I. The fee summary should also include a cost and labor-hour breakdown consistent with the requirements of the scope of work as outlined above. In addition, please provide your current hourly rate schedule. A Standard Rate Sheet shall also be included for future potential future fee negotiations.

7.2.2 The fee proposal shall be submitted in a separate sealed envelope with the following notation:

"Fee Summary for Request for Proposal 15-57 – Wells, Water Treatment and Transmission Main Project Preliminary Design Report"

8.0 GENERAL TERMS AND CONDITIONS

8.1 CONTRACTS BETWEEN CONSULTANT AND CITY

8.1.1 The City will prepare a Professional Services Agreement for implementation between the successful Consultant and the City (See Appendix A for a Sample). Consultant's standard form contract will not be considered as an acceptable substitute.

8.2 LATE PROPOSALS

8.2.1 Please note that all proposals must be submitted to the City of Beverly Hills Public Works Services Department at 345 Foothill Road **by 4:30 p.m., January 6, 2016**. Hand delivery must be to the Reception Desk at the Public Works Services Department's Offices at 345 Foothill Road, Beverly Hills CA, 90210. Mailed or Expressed Service proposals must be delivered prior to 4:30 p.m. on January 6, 2016. No postmark date will be accepted. No faxed or emailed proposals will be accepted.

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

8.3 EVALUATION OF PROPOSALS

8.3.1 The City will evaluate proposals with the intent of selecting the most qualified consultant. Evaluation criteria include but are not limited to the following:

Evaluation Factor	% Weight
Completeness and thoroughness of the proposal	25
Project understanding	20
Scope of work, methodology, and innovative ideas	10
Technical expertise of project team with emphasis on key members	20
Demonstrated successful completion of similar projects by team members	15
Recommended level of effort	<u>10</u>
Total	100

Please note that the apparent most qualified proposers may be selected to be interviewed by City representatives. The City reserves the right to interview as many or few proposers as deemed appropriate by the City. The City also reserves the right to make its selection without conducting interviews.

8.4 REJECTION OF PROPOSALS

8.4.1 The City reserves the right to reject 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

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

8.6 SUBSTITUTION OF KEY PERSONNEL

8.6.1 Should one or more of the key personnel represented in the proposal become unavailable during the course of the Project, the Consultant may substitute other personnel of at least equal experience and competence; upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate the Professional Services Agreement with the Consultant.

8.7 DOCUMENTS TO BE CONSTRUED TOGETHER

8.7.1 The RFP 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 MINIMUM INSURANCE REQUIREMENTS

8.8.1 The Consultant shall maintain at a minimum the insurance requirements specified in the Sample Professional Services Agreement.

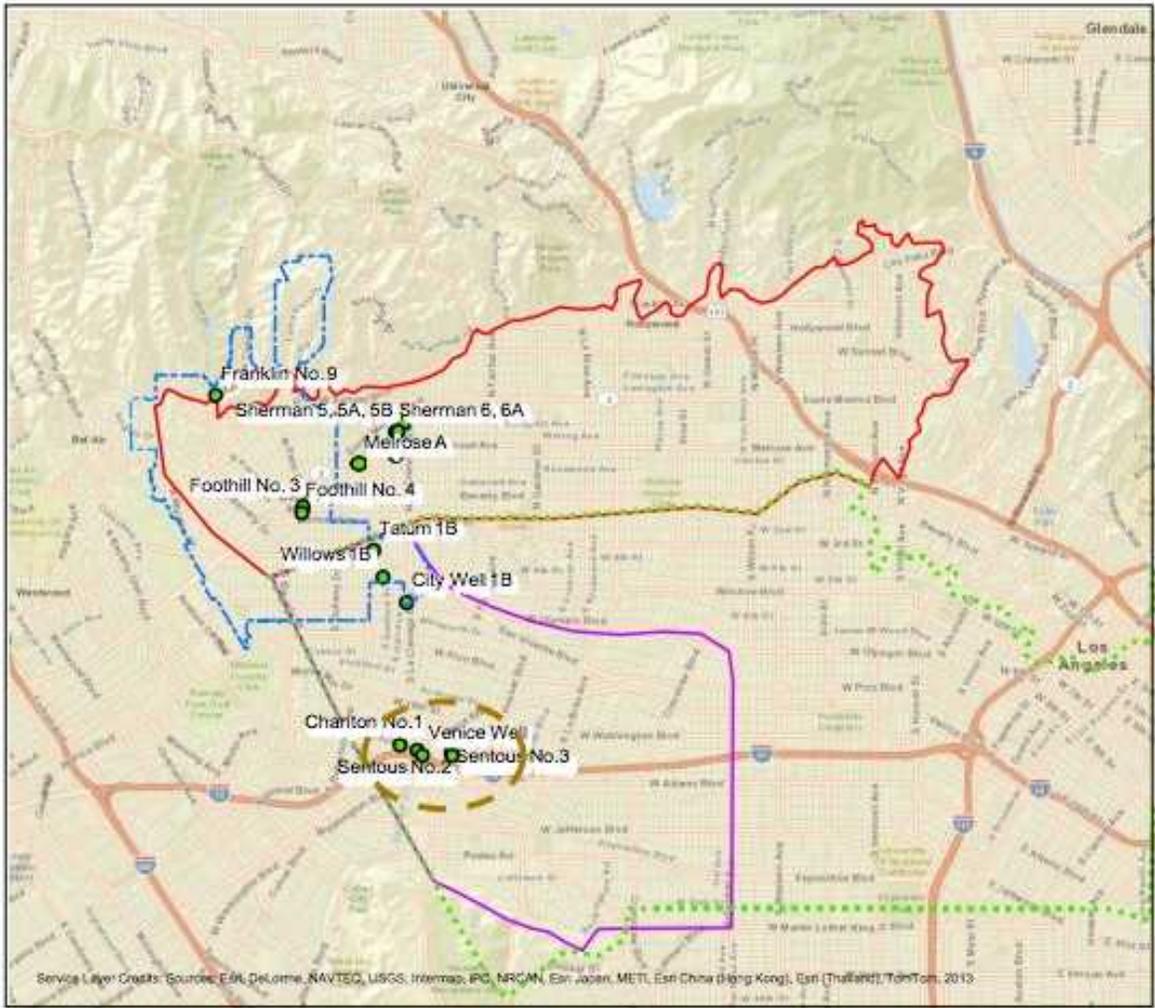
8.9 EXTRA WORK

8.9.1 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 Agreement. The City and the Consultant shall mutually agree upon the value of such extra work or deleted work, prior to proceeding with said extra work.

8.10 SUBMITTALS AND BID DOCUMENT REPRODUCTION

8.11.1 The printing and reproduction costs for review and final submittals shall be included in the proposal scope and fee.

INSERT EXHIBIT A
POTENTIAL WELLSITE LOCATIONS MAP



Legend

-  City of Beverly Hills City Limits
-  1968 Abandoned COBH Wells
-  La Brea Subarea
-  Hollywood Groundwater Basin
-  Unadjudicated Portion of Central Basin

 Area to Focus Well Siting

APPENDIX A
SAMPLE PROFESSIONAL SERVICES AGREEMENT

DRAFT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
COMPANY NAME FOR PRELIMINARY WELL DESIGN REPORT
SERVICES

NAME OF CONTRACTOR:	Company Name
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Primary Contact
CONTRACTOR'S ADDRESS:	Street Address City, State Zip Code Attention: Primary Contact
CITY'S ADDRESS:	City of Beverly Hills 345 Foothill Road Beverly Hills, CA 90210 Attention: George Chavez, Director of Public Works Services
COMMENCEMENT DATE:	TBD
TERMINATION DATE:	TBD
CONSIDERATION:	Not to exceed \$ TBD

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
COMPANY FOR PRELIMINARY WELL DESIGN REPORT
SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Insert contractor's name (hereinafter called "CONTRACTOR").

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. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR 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 CONTRACTOR 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.

CONTRACTOR shall commence its services under this Agreement upon THE Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR 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

If compensation is based on an hourly rate

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR 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 CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR 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

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

(c) Additional Services. CITY may from time to time require CONTRACTOR 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 CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR 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 CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR 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 CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR 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) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR 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. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR. CONTRACTOR 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 CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR 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 CONTRACTOR.

(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 CONTRACTOR 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, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR 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) CONTRACTOR 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 CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance 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 CONTRACTOR. CONTRACTOR 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 CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR 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 CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR'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 CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR 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. 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR.

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 CONTRACTOR.

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

Insert Dept Head/ CFO/ CM Name
Insert Title

CONTRACTOR:

Insert Contractor Name
Insert Title

Insert Contractor Name
Insert Title

APPROVED AS TO CONTENT:

Insert Dept Head Name
Title

KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR 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 amounts to deliverables/services, if applicable



EXHIBIT C
CERTIFICATE OF INSURANCE

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

NAMED INSURED _____

COMPANIES AFFORDING COVERAGE

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

ADDRESS _____

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'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: 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: _____