



AGENDA REPORT

Meeting Date: July 8, 2008
Item Number: F-8
To: Honorable Mayor & City Council
From: Allen Rubenstein, Project Manager
Subject: APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TWINING LABORATORIES OF SOUTHERN CALIFORNIA, INC. FOR GEOTECHNICAL ENGINEERING, CONSTRUCTION INSPECTION AND MATERIAL TESTING SERVICES FOR THE 9333 THIRD STREET PARKING STRUCTURE; AND

APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$182,000 TO TWINING LABORATORIES OF SOUTHERN CALIFORNIA, INC. FOR THESE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council move to approve an agreement with Twining Laboratories of Southern California, Inc. and approve a Purchase Order in the amount of \$182,000 for geotechnical engineering, construction inspection and material testing services for the 9333 Third Street parking structure.

INTRODUCTION

The proposed agreement will provide for registered deputy inspection of the shoring, reinforcing steel, welding, concrete installation, and the post-tensioning of the concrete floor decks. It also includes soil compaction, asphalt, concrete testing and other required services.

DISCUSSION

The City Council awarded a contract for the construction of the 9333 Third Street Parking Structure on June 3, 2008. This concrete post tensioned structure has two levels below and four and one half above grade. The Building Code and current practice requires extensive on-site geotechnical and structural inspection during construction. It also requires material testing in a qualified facility.

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Five firms were contacted to determine if they could provide the required services. The criteria included extensive experience, qualifications to provide geotechnical as well as material testing and inspection, competitive rate structure, responsiveness, and sufficient qualified staff.

Three firms responded who claimed they possessed the required qualifications. Their estimated fees were as follows:

Twining Laboratories	\$152,000
Smith Emery	\$169,340
Koury Engineering	\$179,953

All firms proposed to provide these services on a time and material basis because the construction schedule is controlled by the general contractor, the weather and other forces beyond the control of the testing and inspection firm.

Twining Laboratories was selected because they not only submitted the lowest estimate, but also submitted the strongest commitment to control costs by providing inspectors with multiple qualifications. In addition they had the most local experience including the Beverly Vista School Remodel, the Beverly Hills School Science and Technology Building, and the Coldwater Canyon Reservoir Project.

A contingency of \$30,000 has been added for unforeseen and unanticipated conditions.

FISCAL IMPACT

Funding for this agreement has been allocated from the fiscal year 08-09 Capital Improvement Program (CIP) budget for Project #345 and is available to cover the cost of these services.



Scott G. Miller
Finance Approval



David D. Gustavson *Ann*
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TWINING
LABORATORIES OF SOUTHERN CALIFORNIA, INC. FOR GEOTECHNICAL
ENGINEERING CONSTRUCTION INSPECTION AND MATERIAL TESTING
SERVICES FOR THE 9333 THIRD STREET PARKING STRUCTURE

NAME OF CONSULTANT: Twining Laboratories of Southern
California, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Steven Schiffer, Vice President

CONSULTANT'S ADDRESS: 2883 East Spring Street, Third Floor
Long Beach, CA 90806
Attention: Steven Schiffer, Vice President

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: Alan Schneider
Director of Project Administration
Department of Public Works & Transportation

COMMENCEMENT DATE: Upon receipt of a Notice to Proceed

TERMINATION DATE: Upon final acceptance of the Project by the City
Council, but no later than June 30, 2011

CONSIDERATION: Fee for services rendered shall not exceed
\$152,000, as more fully described in Exhibit B-1;

Contingency for unforeseen conditions shall not
exceed \$30,000, as more fully described in Exhibit
B-1;

Hourly rates for time, materials, testing and
inspection services are shown in Exhibit B-2;

Total Fee and Contingency not to exceed \$182,000

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TWINING
LABORATORIES OF SOUTHERN CALIFORNIA, INC. FOR GEOTECHNICAL
ENGINEERING CONSTRUCTION INSPECTION AND MATERIAL TESTING
SERVICES FOR THE 9333 THIRD STREET PARKING STRUCTURE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Twining Laboratories of Southern California, Inc. (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to build a two-bay prestressed/post tensioned parking structure ("Project" or "Parking Structure") at 9333 Third Street that will have four and one-half levels above ground and two levels below ground, and contains approximately 500 vehicles. This Project will serve City owned vehicles, City employee vehicles, and the tenants and visitors to a proposed four-story office building located 20 feet away.

B. The construction of the Project requires testing and inspection as required by the building code and also good practice.

C. CITY desires to have certain services (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

D. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

* Section 1. CONSULTANT's Services. CONSULTANT shall perform the services 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.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above in accordance with the performance schedule set forth in Exhibit A-1, attached hereto and incorporated herein.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above, more particularly described in Exhibit B-1, attached hereto and incorporated herein and based on the rates set forth in Exhibit B-2, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-3, attached hereto and incorporated herein.

Section 4. 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 5. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. Responsible Principal(s).

(a) The Responsible Principal(s) set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without the 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 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any bodily injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering bodily injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per accident combined single limit, covering any vehicle utilized by CONSULTANT in performing the services required by this Agreement.

(c) CONSULTANT shall at all times during the term of this Agreement, carry, maintain and keep, in full force and effect, 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.

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain similar insurance coverage which meets all of the requirements of this Agreement as determined by CITY.

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

(g) 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.

(h) 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 policies of insurance required by this Agreement except Workers Compensation and Professional Liability 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 except on thirty (30) days prior written notice to CITY.

(i) 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 against CITY.

(j) 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 10. Indemnification. CONSULTANT 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, reasonable attorneys fees and costs) arising from any reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) 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 full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 12. 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 services.

Section 13. 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. CITY may use the work produced by CONSULTANT under this Agreement for other projects with the prior written approval of CONSULTANT.

Section 14. 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 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 16. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 17. 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 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. 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 _____, 200____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT: TWINING
LABORATORIES OF SOUTHERN
CALIFORNIA, INC.

BRIAN C. KRAMER
President

CAROLE PICKLE
Secretary

APPROVED AS TO FORM

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

[Signatures continue]



DAVID D. GUSTAVSON
Director of Public Works & Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF SERVICES

Background

CONSULTANT has reviewed and agrees with the conclusions and recommendations in the “Report of Geotechnical Investigation, Proposed Parking Structure, Public Works Campus”, Dated August 8, 2007, Project 4953-06-1933, and the “Supplemental Regulations” dated March 24, 2008, both of which were prepared by MACTEC Engineering and Consulting, Inc., and is prepared to proceed as if the CONSULTANT prepared the report.

CONSULTANT agrees to become the new Geotechnical Engineer of Record (GEOR) for the construction of the Project, replacing MACTEC Engineering and Consulting Inc., and fully accepts the responsibilities and duties that role requires.

CONSULTANT has reviewed the background, history of the Project and the adjacent projects on the CITY’s Public Works site.

CONSULTANT shall perform the following services in connection with the Project:

General Requirements & Deliverables

Provide all observation, material testing, and investigation required by code and/or the Department of Building and Safety consistent with the responsibilities of a GEOR and/or a testing and inspection agency, including but not limited to, the following general tasks..

Perform all services by personnel that are properly licensed and have a minimum of five years of pertinent experience. Specially licensed personnel with multiple licenses shall be utilized to increase efficiency and effectiveness by performing multiple inspections when and where possible within the regulations.

All testing shall be done following the appropriate standards and protocols, with the proper conditions and in the field or laboratory as required by those standards.

All code required geotechnical, structural, or concrete inspections and/or testing is included in the scope of work whether specified or not.

Summarize observations and field test results in daily field reports and provide at the conclusion of each task a comprehensive report that documents, as a minimum, a summary of the observations, tests, deficiencies and the corrective measures taken, as well as a statement indicating that the work performed is in compliance with the project plans, specifications, and project geotechnical recommendations.

Reports and test results shall be furnished to CITY weekly by electronic means, and as otherwise directed.

Geotechnical Services

Provide all geotechnical observation, material testing, and general observation required by code and/or the Department of Building and Safety consistent with the responsibilities of a GEOR, including but not limited to, the following general tasks. All services shall be performed by personnel that are properly licensed and with a minimum of five years of pertinent experience. Personnel with multiple licenses shall be utilized to increase efficiency and effectiveness by performing multiple inspections when and where possible within the regulations.

Acceptance as Geotechnical Engineer of Record (GEOR) and Coordinate with Grading and Shoring Contractors

- Examine the Project reports and documents in detail and become fully familiar with the Project and required testing and inspections.
- Meet with the CITY's PM, the Project engineer, the Contractor, and the Building and Safety inspector ("Parties") to jointly agree on the Project documents content and interpretation. The Parties shall also discuss the Project schedule
- Confirm the Project Maximum Fee based on the documents, the testing and inspection scope required by code, and discussions with the CITY's Project Manager ("PM") and the Building and Safety inspector,

Observe Shoring Installation and Excavation

- Review the shoring plans that are prepared by the Contractor and provide geotechnical engineering input and any additional geotechnical parameters that are necessary to approve the final plans.
- Provide continuous observation of the installation of the shoring system, if required by code, and any associated retaining systems, which is assumed to be a pile, lagging, and tieback type system.
- Observe the excavation of the pile holes and installation.
- Observe installation of the lagging and any backfilling/slurrying behind the lagging that is necessary to maintain firm contact with the fill/native soils.
- Observe the installation, document the length of the tieback and the unbounded zone, and monitor the tieback load tests.
- Observe and monitor the excavation of the B-2 level and the shoring operations that will be occurring concurrently.
- Provide adequate and timely reports of all observations, monitoring, testing and other code required activities to the satisfaction of the PM. Deficiencies and failures and their necessary remedial work, shall both shall be clearly documented in writing.

Observe Basement Excavation & Drainage

- Observe and document the excavation for the subterranean levels, as required
- Observe installation of drainage systems behind the walls.

Observe Mat Foundation Excavation

- Observe the excavation for the mat foundation and document that all the specifications and geotechnical recommendations are met.
- Confirm the recommended bearing capacity at the bottom of the excavation based upon observations in the field.
- Observe footing excavations to confirm that there are suitable bearing materials at the design foundation depths.
- Observe and test the compaction of all fill placed in over-excavated areas.
- Provide a field daily report to document the work performed, compliance with project plans, specification and geotechnical recommendations, and hours worked.

Observation and Testing of Fill Placement and Compaction

- Provide continuous observation and testing during the placement of structural fill at the site, including underground utilities, pavement areas, wall backfill, hardscape areas, as required by the code.
- Perform soil compaction testing using nuclear gage and sand cone apparatus to check for conformance with soil compaction requirements.
- Provide full-time on-site inspection during over excavation and fill placement for the proposed parking structure and other miscellaneous fill.
- Provide a field daily report to document the work performed and compliance with project plans, specification and geotechnical recommendations.

Perform Geotechnical and Asphalt Laboratory Testing

- Provide laboratory testing for approval of materials and for reference curves for soil compaction, including the following tests:
 - Sand Equivalent (ASTM D 2419) for pipe bedding material;
 - Soil Classification (ASTM D 2487) for fill material conformance;
 - Maximum Density (ASTM D 1557) for reference curves for soil compaction;
 - Soil corrosivity (California Test Method 643 and 422) for fill material conformance;
 - Expansion Index (UBC 1997) for fill material conformance and;
 - R-Value Testing and other pavement related testing (including asphalt concrete maximum density, gradation, and oil content).

Observe and Test Asphalt Concrete

- Provide continuous observation, if required by coed, and testing during the placement of asphalt concrete.
- Perform asphalt concrete compaction testing using a nuclear gage to verify asphalt concrete compaction requirement.

Prepare Geotechnical/Compaction Reports

- Prepare at the conclusion of each task above a comprehensive report that documents, as a minimum, a summary of the observations, tests, deficiencies and the corrective measures taken, as well as a statement indicating that the work performed is in compliance with the project plans, specifications, and project geotechnical recommendations.

Testing and Inspection Services

Provide deputy inspection quality control services and material testing services, including as needed, both periodic and continuous inspections. The inspections shall be in accordance with the applicable Building Codes, the approved project plans and specifications, the requirements of the CITY Building and Safety, as well as the guidelines for conducting special inspection duties as set forth in Chapter 17 of the California Building Code. Inspectors shall be properly licensed and experienced, and shall be approved by the CITY's Project Manager. The services include, but are not limited to, the following:

Review of all for Construction Documents, project schedule and coordinate with General Contractor on all inspection and testing requirements.

- Review all construction related documents, including the Contractor's Project Schedule, as it relates to special inspection and testing.
- Attend coordination meetings with Architect and Contractor, and establish lines of communication and provide testing and inspection requirements.
- Provide direction and information on the quality control program's requirements, test result turn-around time, scheduling procedure, reporting, etc.

Observe placement of reinforcing steel and concrete for mat foundation.

- Provide continuous inspection during the placement of reinforcing steel for the mat foundation, and verify all aspects of the placement of reinforcing steel complies with all plans, specifications, RFI's, and governing code.
- Verify the class of concrete ordered is being delivered and conforms to specifications, drawings and/or code requirements, and check forms for cleanliness.
- Visually estimate the slump of each batch delivered and perform slump tests as required by code. Verify the concrete temperature, number of mixing revolutions, and/or length of time since batching. Observe placement procedures and inspect for proper coverage, compaction/consolidation.
- Sample and test material (rebar and concrete) for the following (or as stipulated by plans and specifications), which include slump, entrained air, temperature, wet unit weight, and when required sample materials in accordance with specified and appropriate ASTM method.
- Issue daily written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work., and itemize any changes authorized by architect/engineer, and report all uncorrected deviations from the plans and specifications to the job superintendent immediately.

Observe placement of reinforcing steel and concrete for Shear Wall Lateral Force Resisting System.

- Review the plans and specifications to the degree necessary in order to verify the work is being done properly.
- Provide continuous inspection during the placement of reinforcing steel for the shear wall lateral force resisting system, and will verify all aspects of the placement of reinforcing steel complies with all plans, specifications, RFI's, and governing code.

- Verify the class of concrete ordered is being delivered and conforms to specifications, drawings and/or code requirements, and check forms for cleanliness.
- Visually estimate the slump of each batch delivered and perform slump tests as required by code. Verify the concrete temperature, number of mixing revolutions, and/or length of time since batching. Observe placement procedures and inspect for proper coverage, compaction/consolidation.
- Sample and verify that the following materials are delivered to the laboratory for testing when required by project specifications if the shear wall construction is masonry, and verify high lift or low lift procedures, verify cleanouts, check plumb and lay-up configuration, moisture conditions of masonry units, verify that proper mortar ingredients and batching techniques are being used and prepare mortar compression test specimens. Check mortar time on board, verify head joints are the same thickness as the face shells or that full head joints are used when specified, check mortar extrusions, joints, and required frequency of masonry wall prisms and observe construction of same. Check for ties, and horizontal reinforcing steel placement. Observe grouting operations as specified by Code.
- Sample and test material (rebar and concrete or masonry) for the following (or as stipulated by plans and specifications), which include slump, entrained air, temperature, wet unit weight, and when required sample materials in accordance with specified and appropriate ASTM method.
- Issue daily written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work, itemize any changes authorized by architect/engineer, and report all uncorrected deviations from the plans and specifications to the job superintendent immediately.

Observe placement and stressing of prestress/post-tensioned concrete decks.

- Review the plans and specifications to the degree necessary in order to verify the work is being done properly. Subsequently, the inspector will verify the following:
- The concrete mix design, tensioning data, and calculation for stressing have been reviewed and approved by the engineer and reviewing authority.
- Verify the calibration of jacking equipment
- Verify mill and plant test reports and check conformance of all materials to project specifications.
- Check fabricator's testing facility and reports of test performed under fabricator's quality control program.

- Sample prestressing strand wire and conduct tensile and elongation testing.
- Verify proper placing, location, spacing, clearance, properly secured in place, size and grade of reinforcing and stressing steel.
- Witness tensioning of stressing elements, measure and verify jacking force and elongation of strand and record gauge pressure and elongation.
- Issue daily written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. They will itemize any changes authorized by architect/engineer, and report all uncorrected deviations from the plans and specifications to the job superintendent immediately.

Perform Laboratory Material Testing (Destructive)

Material laboratory testing will be required for approval of materials used in construction. We anticipate the tests to be as follows:

- Concrete Compression Testing (ASTM C39) for matt foundation, shear wall lateral force resisting system, and post tensioned concrete decks.
- Prestress/Post tensioned Tendons (ASTM A416) for concrete decks.
- Reinforcing Steel (ASTM A615) for matt foundation and shear wall lateral force resisting system.

Observe field welding and bolting of miscellaneous structural steel items.

- Review the plans specifications and applicable sections of the reference codes, particularly the American Welding Society Structural Welding Code (AWS D1.1) and the Manual and Specifications of the American Institute of Steel Construction (AISC).
- Review of mill test reports daily and check heat numbers with material as received, and verify that proper identification of steel is maintained during fabrication. Mark sample location with steel stamp on each piece tested and record sample number and location and assure delivery to laboratory for testing. Check each welder's certification and verify that the welder does work only as covered by his certification and keep a written record of each welder by name, his identifying steel mark, and the percentage of rejectable welds. Upon detection of rejectable weld the inspector will notify the welder and/or his foreman for verification of defect. The inspector will observe removal of defects and repairs to check whether acceptable procedures were used. Check members for structural thickness adjacent to welds, inspect joints for proper preparation, including bevel, root faces, root opening etc. Inspector will check type and size of the electrodes, observe welders technique, verify proper preheat, observe multi-pass welds continuously. Observe single

pass fillet welds periodically after determining that the operator is capable of producing the welds required as well as tag or stamp accepted weldments.

- Sample high strength bolts, washers, and nuts for testing from the lots in the shop or jobsite, review type of joint specified, check bolts, nuts and washers for compliance to project specifications. Review procedures for installation of bolts, amount and type of inspection, verify the assemblies are free of burrs and dirt, verify tension of bolts, check calibration of torque wrenches for tightening capacity in a wrench calibration.
- Conduct nondestructive Testing (NDT), if required.
- Perform tests as prescribed by contract documents, for welds, lamination, or lamellar tearing. Upon detection of a defect, mark the defect, and notify the foreman and/or the lead visual inspector. Keep written records of pieces, welds, welder identification marks, length and location of defect, methods and date of repair, number of retests, records of performance of each welder, and sampling rate.
- Issue daily written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. They will itemize any changes authorized by architect/engineer, and report all uncorrected deviations from the plans and specifications to the job superintendent immediately.

Prepare Material and Inspection Final Certification for Certificate of Occupancy.

Conduct a final material and inspection certification will be required at the completion of the project for certificate of occupancy. This report will include (i) a complete review of all inspection and test reports (ii) a statement indicating that the work performed is in conformance with the project plans, specifications and governing code.

EXHIBIT A-1

PERFORMANCE SCHEDULE

The observation, testing and inspections shall be coordinated with the Contractor's schedule so that the CONSULTANT does not delay the progress of the work. All reports shall be provided in a timely manner so that deficient work can be readily corrected.

CONSULTANT, in close coordination with the Contractor, shall anticipate the staffing required to properly perform the required tasks, and shall provide the qualified personnel as required.

EXHIBIT B-1
COMPENSATION

CITY shall pay CONSULTANT on a time-and-materials basis, based on the hourly rate schedule set forth in Exhibit B-2. CONSULTANT acknowledges that the services are dependent upon the Contractor's schedule of the work. CONSULTANT has reviewed the schedule and confirms that the services can be performed at or below the Maximum Fee of One Hundred Fifty Two Thousand dollars (\$152,000).

CONSULTANT shall review the Contractor's schedule, and within five working days of receipt, confirm in writing the schedule is reasonably consistent with the assumptions upon which this Agreement is based. In the event the schedule materially differs from such assumptions, CONSULTANT shall immediately provide the CITY's PM with a detailed justification for a potential fee modification.

The Contingency which may not be expended without prior specific written authorization by the CITY's PM, is for unforeseen conditions, which may include but is not limited to, the following:

- Groundwater is encountered during construction.
- Geotechnical construction changes are made in the field which requires additional engineering analysis
- Significant increase in the construction time that requires substantial addition field personnel
- Significant non-compliant work that requires substantial addition field personnel and/or testing.
- Significant weekend or after hours services
- Other conditions, that in the judgment of the CITY's PM, warrant additional fee.

EXHIBIT B-2

HOURLY RATES

Billings will exclude per diem, vehicle mileage or travel time as the hourly rates include an allowance for these costs.

STRUCTURAL STEEL FABRICATION

Continuous Inspection: Ultrasonic and Other NDE (Single Shift) \$ 68.00

SITE INSPECTION-MATERIALS

Shoring: Soldier Pile Fabrication, Lagging, Tie-Backs	\$	65.00
Foundations: Footings, SOG, Piles/Pile Caps, Grade Beams	\$	65.00
Retaining Walls: Shotcrete or CIP Concrete	\$	65.00
Structural Steel Erection: Erect, Plumb, Welding and Bolting	\$	65.00
Structural Steel Erection: NDT - UT/MT/PT (Including Stairs)	\$	67.50
Structural Steel: Other NDT Services	\$	67.50
Metal Decking and Shear Stud Installation	\$	65.00
Concrete Shear Walls and Columns	\$	65.00
Masonry Bearing Walls	\$	65.00
Concrete Deck Fill and Sprayed Fireproofing	\$	65.00
Concrete Structural PT Deck Pours and Pour Strips	\$	65.00
Field Welding: Curtain Wall Clips and Precast Concrete Panels	\$	65.00
Masonry In-fill Walls	\$	65.00
Expansion Anchors, Drilled Anchors and Bracing System	\$	65.00
Pneumatically Applied Concrete (Shotcrete)	\$	65.00
Assistant Inspector: Concrete Pours, Water/Slump Control	\$	65.00
Precast Concrete Erection Including Tilt-Up Concrete Panels	\$	65.00
Batch plant Quality Control	\$	65.00
Firestopping Materials QC	\$	65.00
Exterior Wall/Curtain Wall/Building Envelope	\$	65.00
Miscellaneous Field Welding, Stairs	\$	65.00
Mileage Allowance	\$	0.60
Overtime Allowance	\$	---

LABORATORY/FIELD TESTING

Concrete Trial Batch	\$	300.00
Concrete Compression Tests Including Trial Batch Samples	\$	22.00
Standard Specimen Pick-Up (Concrete Cylinder), Each	\$	16.00
Standard Specimen Pick-Up (Mortar/Grout Cubes and Cores, Fireproofing and Epoxy Prisms)	\$	16.00
Oversize Specimen Pick-Up (Masonry Prism, Shotcrete Panels, Flexural Beams)	\$	40.00
Shotcrete Compression Test		

(Includes Coring, Prep and Testing)	\$	95.00
Sprayed Applied Fireproofing Density Determination	\$	55.00
Field Engineering Technician	\$	81.00
Fireproofing Adhesion/Cohesion Equipment, Per Test	\$	15.00
Rebar: Tensile and Bend Testing, #11 or smaller	\$	85.00
Reinforcing Steel: Tagging and Sampling at Fabricator	\$	22.00
Priestess/Post Tension Cable: Tensile and Elongation	\$	150.00

LABORATORY/FIELD TESTING (Continued)

Nuts, Bolts and Washers: Rockwell Hardness Testing	\$	65.00
Concrete Shrinkage Test (ASTM C-157) If Required**	\$	350.00
Mortar and Grout Compression Test	\$	24.00
Masonry Block Compression Test	\$	35.00
Composite Masonry Prism Testing	\$	165.00

PROJECT MANAGEMENT & ENGINEERING

Principal Engineer/Geologist	\$	170.00
Registered Geotechnical Engineer	\$	160.00
Registered Geologist/Certified Engineering Geologist	\$	150.00
Senior Engineer/Geologist	\$	145.00
Registered Civil Engineer	\$	140.00
Project Engineer/Manager	\$	130.00
Senior Staff Engineer/Geologist	\$	120.00
Staff Engineer/Geologist	\$	110.00
CADD Operator/Draftsperson	\$	70.00
Certified Payroll Processing (Per Month)	\$	100.00
Administrative Costs		2.0%

Minimum Charges (Inspection and Technician Personnel Only)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform. 4-Hour Minimum: 1 to 4 hours of inspection completed before 12:00 p.m. or commencing after 12:00 p.m. 8-Hour Minimum: Over 4 hours of inspection or any inspection beginning before and extending past 12:00 p.m.

Regular Time

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

Time and One-Half (All Types of Inspection)

Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for any time before 5:00 a.m. and after 5:00 p.m.

Double Time (All Types of Inspection)

After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the First Friday in June and December. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Shift Differential

Second Shift (Swing): 8 hours charged for the first 7½ hours worked, time in excess of 7½ hours charged at overtime rate. (Employee must work a full shift and go past the 5:00 p.m. mark in the day)

Final Report

Lump sum of \$500.

EXHIBIT B-3

SCHEDULE OF PAYMENTS

CONSULTANT shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered and the hours of service. CITY shall pay CONSULTANT the amount of such billing within forty-five (45) days of receipt of same.



CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

**A.
B.
C.**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATIO N 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					

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

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

EXHIBIT C