



AGENDA REPORT

Meeting Date: August 5, 2008
Item Number: F-16
To: Honorable Mayor & City Council
From: Allen M. 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 331 FOOTHILL ROAD OFFICE BUILDING; AND APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$194,000 TO TWINING LABORATORIES OF SOUTHERN CALIFORNIA, INC. FOR THESE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement with Twining Laboratories of Southern California, Inc. for geotechnical engineering, construction inspection and material testing services for the 331 Foothill Road Office Building project in the amount of \$164,000; approve a contingency of \$30,000; and approve a Purchase Order in the amount of \$194,000.

INTRODUCTION

The proposed agreement will provide for registered deputy inspection of the shoring, reinforcing steel, welding, concrete installation, and the fabrication of the steel frame of this structure. It also includes soil compaction, concrete testing and other required services.

DISCUSSION

On the August 5, 2008 City Council agenda is the recommendation for an award of a contract for the construction of the 331 Foothill Road Office Building. This is a four story, steel moment frame structure of approximately 72,000 square feet. The Building Code and current practice requires extensive on-site geotechnical and structural inspection and material testing in a qualified facility during construction.

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Twining Laboratories of Southern California, Inc. was selected by a competitive process to provide similar services for the 9333 Third Street Parking Structure, which is being constructed approximately twenty feet from this office building. There are efficiencies in awarding this agreement to the same firm so that inspection and testing for both projects can be done by the same team.

Twining Laboratories of Southern California, Inc. also has considerable local experience which should be beneficial to the 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
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 331 FOOTHILL ROAD OFFICE BUILDING

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
\$164,000, 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 \$194,000

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 331 FOOTHILL ROAD OFFICE BUILDING

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 construct a four story office building of approximately 73,000 square feet, designed by Steven Ehrlich Architects. It will have a moment steel frame, and curtain wall exterior with portions of cementitious panels. The building rests on spread footings and has no basement. It is located approximately twenty feet from a parking structure under construction in which the CONSULTANT is the Geotechnical Engineer of Record (GEOR).

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

CAROLE PICKLE
Secretary

APPROVED AS TO FORM

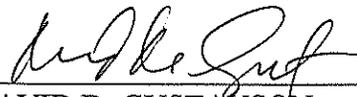
Laurence S. Wiener

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

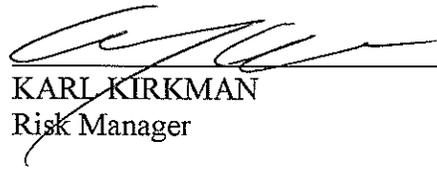
[Signatures continue]



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 Office Building Public Works Campus”, dated August 8, 2007, and the Supplemental Geotechnical Field Explorations Proposed office Building Public Works Campus” dated October 31, 2007. Both were prepared by MACTEC Engineering and Consulting, Inc. as their Project 4953-06-1932. CONSULTANT is as agreed to proceed as if the CONSULTANT prepared these reports.

CONSULTANT agrees to become the new Geotechnical Engineer of Record (GEOR) for the construction of the Project, replacing MACTEC Engineering and Consulting Inc., and full 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 yard.

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.

All services shall be performed by personnel that are properly licensed, trained and with a minimum of five years of pertinent experience. Personnel with multiple licenses shall be utilized where possible within the regulations, to increase efficiency and effectiveness.

Tasks

Acceptance as Geotechnical Engineer of Record (GEOR)

- Examine the Project reports and documents in detail and become fully familiar with the Project and required testing and inspections.
- Meet with CITY's Project Manager, the Project engineer, the General Contractor, and the Building and Safety inspector ("Parties"), to discuss the Project document's content and interpretation, and the 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.

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 tasks below.

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

- Perform a review of all construction related documents, including the Contractor's Project Schedule, as it relates to special inspection and testing.
- Attend meetings as required with the Architect, Contractor, Project Manager and review the testing and inspection requirements
- Provide direction and information on the quality control program's requirements, test result turn-around time, scheduling procedure, reporting, etc.
- Assist in mitigating potential testing and inspection issues that arise during construction.

Observe placement of reinforcing steel and concrete for conventional pad footings.

- Review plans, specifications and RFI's to the degree necessary in order to verify the work is being done properly.
- Provide periodic inspections during the placement of reinforcing steel for the conventional pad footings, 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 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), including 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 and City's Project Manager immediately.

Testing and Inspections

- All required and requested inspections shall be performed by qualified and properly licensed personnel, familiar with the project and the plans and specifications. These personnel shall have a minimum of five years of pertinent experience.

Observe erection, welding, and bolting of the Reduced Beam Section ("Dogbone") seismic moment resisting frame

- Provide a 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) by a licensed special inspector.
- Review of mill test reports 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. Keep a written record of each welder by name, his identifying steel mark, and the percentage of rejectable welds.
- Upon detection of a rejectable weld the inspector will notify the welder and/or his foreman for verification of defect. 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. 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, and check calibration of torque wrenches for tightening capacity in a wrench calibration.
- Perform 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, and the City's Project Manager. 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. Itemize any changes authorized by architect/engineer, and report all uncorrected deviations from the plans and specifications to the job superintendent and City's Project manager immediately.

Observe spray applied fireproofing application

- Review plans and specifications to the degree necessary in order to verify the work is being done properly. Perform physical tests to identify the condition of the substrates, thickness of the application, density, bond strength, adhesion/cohesion, condition of the finished application of all sprayed applied fiber and cementitious fire-resistive materials.
- 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, Building and Safety Inspector and the City Project Manager immediately.

Observe welding of metal decks

- Review 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).
- Provide a daily review of mill test reports and heat numbers with material as received, and verify that proper identification of steel is maintained during fabrication. Mark sample locations 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.
- 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.
- 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.
- 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, Building and Safety Inspector and the City Project Manager immediately.

Observe placement of concrete on metal decks

- The licensed and approved inspector will review the plans, specifications and RFI's to the degree necessary in order to verify the work is being done properly.
- Verify that 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 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. Itemize any changes authorized by architect/engineer, and report all uncorrected deviations from the plans and specifications to the job superintendent Building and Safety Inspector and the City Project Manager immediately.

Perform Laboratory Material Testing (Destructive)

- Perform the following material laboratory testing for approval of materials, including but not limited to:
 - o Concrete Compression Testing (ASTM C39) for matt foundation, shear wall lateral force resisting system, and post tensioned concrete decks.
 - o Reinforcing Steel (ASTM A615) for conventional pad foundation and slab on grade construction.
 - o Fireproofing Density Test (ASTM E605)

Observe installation of curtain wall system

- Inspect at each floor level, the frame construction and drainage details, weather stripping and frame gaskets, interior sealants, perimeter flashings and seals, after the curtain walls are installed and before curtain wall attachments are concealed to prevent water penetration through the exterior curtain wall system. The inspections shall be directed to prevent water from entering by means of five different forces: gravity, kinetic energy, air pressure difference, surface tension, and capillary action.
- Review plans, specifications and RFI's to the degree necessary in order to verify the work is being done properly. 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 Building and Safety Inspector and the City Project Manager immediately

Prepare Material and Inspection Final Certification for Certificate of Occupancy.

- Provide a final material and inspection certification 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 Sixty-Four Thousand Dollars (\$164,000).

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.

A Contingency Fee shall not exceed Thirty Thousand Dollars (\$30,000). 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.
- If continuous inspection is required:
 - o During placing of reinforcing steel and prestressing tendons
 - o In a non-approved fabricator's shop
 - o For structural masonry

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
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 monthly, 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

- A.
- B.
- C.

ADDRESS

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