



## AGENDA REPORT

**Meeting Date:** January 22, 2009

**Item Number:** F-9

**To:** Honorable Mayor & City Council

**From:** Allen Rubenstein, Project Manager

**Subject:** APPROVAL OF AMENDMENT NO. 1 TO 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

APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$90,000 TO TWINING LABORATORIES OF SOUTHERN CALIFORNIA, INC FOR THESE SERVICES

**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve Amendment No. 1 to the agreement with Twining Laboratories of Southern California, Inc. (Twining Laboratories) for testing and inspection services related to the 9333 Third Street Parking Structure, and approve a Change Purchase Order in the amount of \$90,000, which increases the Purchase Order to \$272,000.

### **INTRODUCTION**

Twining Laboratories is under contract to provide the code required testing and inspection for the 9333 Third Street Parking Structure. These services are provided at prevailing wages on an as-needed basis. The contract was based on an assumed schedule and typical work scope for similar projects. The project's actual services have been significantly accelerated compared to the assumptions, resulting in the need for additional funds.

**DISCUSSION**

The Building Code requires testing and inspection of the soil, concrete, steel, and numerous other construction materials. It also requires inspectors to continuously observe cable stressing, shotcrete, welding, and other processes as these materials are placed or operations are performed. A typical assumption is that an inspector can move from one area to another depending on the timing and pace of the work. However, the swift pace of the Third Street structure construction has required inspection and testing that significantly exceeded the manpower assumptions. In addition, the contractor has worked weekends and long hours that has required considerable inspection overtime.

The accelerated schedule, while increasing the testing and inspection costs, is one of the reasons for the low bid. Another benefit of the rapid construction is that, the City owned vehicles may be able to park in the garage approximately six weeks before the July 1, 2009 completion date.

**FISCAL IMPACT**

The current fee and contingency is a total of \$182,000. An additional \$90,000 is requested, increasing the not to exceed total to \$272,000.

Funding for these services have been allocated from the fiscal year 08-09 Capital Improvement Program (CIP) budget for the Public Works Parking Structure project #345, and is available to cover the cost of these services.

  
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Scott G. Miller  
Finance Approval

  
\_\_\_\_\_  
David D. Gustavson  
Approved By

AMENDMENT NO. 1 TO 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

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 \$242,000, 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 \$272,000

AMENDMENT NO. 1 TO 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

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Twining Laboratories of Southern California, Inc. (hereinafter called "CONSULTANT") dated July 8, 2008 and identified as Contract No 273-08 ("Agreement").

RECITALS

A. CITY entered into a written Agreement dated July 8, 2008, for geotechnical engineering construction inspection and material testing services for the 9333 Third Street Parking Structure.

B. Because of the accelerated pace of construction, the need for specially qualified inspectors, and increased sample requirements, CITY desires to increase the Consideration for these additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth above.

Section 2. Exhibit B-1 "Compensation" shall be amended as attached hereto and incorporated herein.

Section 3. Except as specifically amended by this Amendment No. 1, the Agreement 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

\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation

\_\_\_\_\_  
ALAN SCHNEIDER  
Director of Project Administration

\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## 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 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 Project Manager ("PM") with a detailed justification for a potential fee modification.

CONSULTANT shall promptly notify the CITY's PM if CONSULTANT can reasonably foresee that the cost of its services may exceed the maximum fee of Two Hundred Forty-Two Thousand Dollars (\$242,000).

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.
- There is a significant increase in the construction time that requires substantial addition field personnel.
- There is significant non-compliant work that requires substantial addition field personnel and/or testing.
- There are significant weekend or after hours services.
- There are other conditions, which, in the judgment of the CITY's PM, warrant additional fees.