



## AGENDA REPORT

**Meeting Date:** August 4, 2009  
**Item Number:** G-1  
**To:** Honorable Parking Authority Members  
**From:** Alan Schneider, Director of Project Administration  
**Subject:** APPROVAL OF AN AGREEMENT BETWEEN THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS AND GEOTECHNOLOGIES, INC. FOR GEOTECHNICAL OBSERVATIONS AND TESTING SERVICES FOR THE 455 CRESCENT GARAGE PROJECT; AND  
  
APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$168,578 TO GEOTECHNOLOGIES, INC. FOR THESE SERVICES  
  
**Attachments:** 1. Agreement

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### **RECOMMENDATION**

It is recommended that the Parking Authority move to approve an agreement with Geotechnologies, Inc. and approve a Purchase Order in the amount of \$168,578 for code required geotechnical inspections and soils testing services for the 455 Crescent Garage project.

### **INTRODUCTION**

The Parking Authority will be considering an agreement with Matt Construction Corporation at their meeting on August 4, 2009, for the utility relocation work for the 455 Crescent Garage project. The relocation work, as well as the construction of the subterranean garage requires the services of a licensed geotechnical engineer. The proposed agreement will provide for registered deputy inspection related to geotechnical observations and testing during construction of the shoring, excavation of the garage, soil compaction, asphalt, and other required services.

### **DISCUSSION**

The structural design of the Project by International Parking Design incorporated the geotechnical engineering design services performed by Geotechnologies, Inc., as presented in the Geotechnical Engineering Investigation report for the structural foundation, shoring requirements and general soil related activities. Implementation of

the geotechnical design criteria requires site inspections and testing to affirm the construction meets the requirements of geotechnical report. The Building Code and current practice requires extensive onsite geotechnical inspection during construction and soils testing in a qualified laboratory facility.

As the engineer of record for the Geotechnical Engineering Investigation Report, it is recommended that the same engineering firm perform the onsite inspection and testing services. Interpretation of the engineering criteria, as it applies to the actual field conditions is an essential aspect in avoiding construction delays.

The proposed agreement with Geotechnologies, Inc. includes the following scope of services:

- Coordination with grading and shoring contractors
- Observation of the shoring installation and excavation
- Observation of the basement excavation & drainage
- Observation of the mat foundation excavation
- Observation and testing of fill placement and compaction
- Perform geotechnical and asphalt laboratory testing
- Preparation of geotechnical/compaction reports

The fee for the above services is \$143,578.

Geotechnologies, Inc. is a well respected engineering firm, and has performed geotechnical engineering services on previous City projects, including Greystone and Roxbury Park. This firm also performed the geotechnical engineering investigation for the Wallis Annenberg Center for the Performing Arts, and staff further recommends their services because of the unique relationship and proximity of the Garage site to the new theater building.

A contingency of \$25,000 has been added for unforeseen and unanticipated conditions.

**FISCAL IMPACT**

Funding for this agreement has been allocated from the fiscal year 09-10 Capital Improvement Program (CIP) budget for 455 Crescent Garage Project #897 and is available to cover the cost of these services.

  
\_\_\_\_\_  
Scott G. Miller  
Finance Approval

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

# **Attachment 1**

## Agreement

AGREEMENT BETWEEN THE PARKING AUTHORITY OF THE CITY OF  
BEVERLY HILLS AND GEOTECHNOLOGIES, INC. FOR GEOTECHNICAL  
OBSERVATIONS AND TESTING SERVICES FOR THE 455 CRESCENT  
GARAGE PROJECT

NAME OF CONSULTANT: Geotechnologies, Inc.

CONSULTANT'S RESPONSIBLE PRINCIPAL: Edward F. Hill, President

CONSULTANT'S ADDRESS: 439 Western Avenue  
Glendale, CA 91201

PARKING AUTHORITY'S ADDRESS: Parking Authority of the  
City of Beverly Hills  
345 Foothill Road  
Beverly Hills, CA 90210  
Attention: Alan Schneider  
Director of Project Administration

COMMENCEMENT DATE: Upon receipt of a Notice to Proceed

TERMINATION DATE: Upon final acceptance of the Project by the  
Parking Authority, but not later than  
December 31, 2011

CONSIDERATION: Fee for services rendered shall not exceed  
\$143,578 as more fully described in Exhibit  
B-1 and Exhibit B-2;

Contingency for unforeseen conditions shall  
not exceed \$25,000, as more fully described  
in Exhibit B-1;

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

The total Fee and Contingency shall not  
exceed \$168,578

AGREEMENT BETWEEN THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS AND GEOTECHNOLOGIES, INC. FOR GEOTECHNICAL OBSERVATIONS AND TESTING SERVICES FOR THE 455 CRESCENT GARAGE PROJECT

THIS AGREEMENT is made between the Parking Authority of the City of Beverly Hills (hereinafter called "PARKING AUTHORITY"), and Geotechnologies, Inc. (hereinafter called "CONSULTANT").

R E C I T A L S

A. PARKING AUTHORITY desires to construct a subterranean three-level parking garage ("Project") under Crescent Drive between Santa Monica Boulevard North and Santa Monica Boulevard South. The structure would be adjacent to the proposed subterranean levels of the proposed Wallis Annenberg Center for the Performing Arts ("Theater") to be constructed in and adjacent to the historic Post Office. The Garage would also extend under the lawn to the existing City Hall.

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

C. PARKING AUTHORITY 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.

E. CONSULTANT previously prepared a report which contains certain conclusions and recommendations as stated in the "Geotechnical Engineering Investigation", dated February 21, 2008, for the subject property and Project.

F. CONSULTANT acknowledges being the Geotechnical Engineer of Record (GEOR) for the construction of the Project, and fully accepts the responsibilities and duties that role requires.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services as described in Exhibit A-1, attached hereto and incorporated herein, to the full satisfaction of PARKING AUTHORITY 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 as required by this Agreement and complete all the services on or by the Termination Date set forth above. Agreement may be extended in writing by the Director of Public Works & Transportation or his designee pursuant to the same terms and conditions of the Agreement.

Section 3. Compensation. PARKING AUTHORITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth above and more fully described in Exhibit B-1 and 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). PARKING AUTHORITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-1.

Section 4. Independent Contractor. CONSULTANT is and shall at all times remain, as to PARKING AUTHORITY, a wholly independent contractor. Neither PARKING AUTHORITY 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 PARKING AUTHORITY.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.

Section 6. Responsible Principal(s)

(a) The Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between PARKING AUTHORITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without the prior written consent of PARKING AUTHORITY.

(b) PARKING AUTHORITY'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 PARKING AUTHORITY.

Section 7. Personnel. CONSULTANT represents that it shall perform the services required to be performed under this Agreement.

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 Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(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 personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the 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, with minimum limits of One Million Dollars (\$1,000,000).

(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 insurance coverage which meets all of the requirements of this Agreement.

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

(g) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect PARKING AUTHORITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, PARKING AUTHORITY 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 shall contain an endorsement naming the PARKING AUTHORITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to PARKING AUTHORITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by CONSULTANT shall be primary to any coverage available to PARKING AUTHORITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by PARKING AUTHORITY. At the option of PARKING AUTHORITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to PARKING AUTHORITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend PARKING AUTHORITY, PARKING AUTHORITY Council and each member thereof, and every officer, employee and agent of PARKING AUTHORITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 11. Termination.

(a) PARKING AUTHORITY 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 PARKING AUTHORITY, 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. Information and Documents. All data, information, documents and drawings prepared for PARKING AUTHORITY and required to be furnished to PARKING AUTHORITY in connection with this Agreement shall become the property of PARKING AUTHORITY, and PARKING AUTHORITY may use all or any portion of the work submitted by CONSULTANT and compensated by PARKING AUTHORITY pursuant to this Agreement as PARKING AUTHORITY deems appropriate.

Section 13. 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 PARKING AUTHORITY in writing by CONSULTANT.

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

Section 14. Attorney's Fees. In the event that PARKING AUTHORITY or CONSULTANT commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 15. Entire Agreement. This Agreement represents the entire integrated agreement between PARKING AUTHORITY 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 PARKING AUTHORITY and CONSULTANT.

Section 16. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 17. 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.

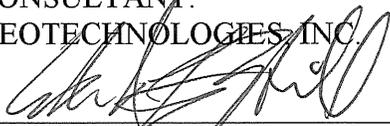
EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at Beverly Hills, California.

PARKING AUTHORITY OF THE  
CITY OF BEVERLY HILLS  
A Municipal Corporation

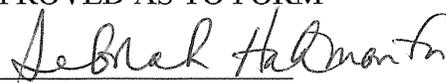
\_\_\_\_\_  
NANCY KRASNE  
Chair of the Parking Authority of the  
City of Beverly Hills, California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
Secretary

CONSULTANT:  
GEOTECHNOLOGIES, INC.  
  
\_\_\_\_\_  
EDWARD F. HILL  
President

  
\_\_\_\_\_  
MICHAEL R. SAVAGE  
Vice President/Secretary

APPROVED AS TO FORM  
  
\_\_\_\_\_  
LAURENCE S. WIENER  
Counsel

APPROVED AS TO CONTENT:  
\_\_\_\_\_  
RODERICK J. WOOD, CCM  
Chief Executive Officer



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DAVID D. GUSTAVSON  
Director of Public Works &  
Transportation



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KARL KIRKMAN  
Risk Manager

## **EXHIBIT A-1 SCOPE OF SERVICES**

### **General Requirements**

Geotechnical observations and testing includes foundation excavation observations, compaction testing, temporary excavation observations, shoring installation observations, tied-back anchor installation and testing, geotechnical laboratory testing, report preparation and consultation. These services are important to the Project and are required by most building officials. A daily notice is prepared describing the work which has been observed and tested on that day. These reports are delivered to the ownership, design and construction team at the end of each day a technician provides services on the site. A formal report of the grading and shoring installation is prepared at the end of those aspects of the Project. These reports are provided to the PARKING AUTHORITY, design and construction team.

It is the best practice to employ the consultant performing the initial investigative work to provide the observation and testing services during construction. This practice enables the Project to flow smoothly from the planning stages through to completion. CONSULTANT can provide full-time geotechnical observation and testing services on 24-hours notice.

All services shall be performed 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 inspections and/or testing is included in the scope of work whether specified or not.

With respect to geotechnical services during construction, it is difficult to make an accurate assessment. By way of explanation, a senior field engineer is needed to observe shoring pile drilling, tied-back anchor stressing, bottom of excavated plane, and foundation excavations. A technician is needed to test fill materials being placed.

An estimate of the services necessary for the Project has been based on information provided by Matt Construction ("Contractor") dated April 29, 2009, conversations with representatives of the PARKING AUTHORITY and input in the form of a review by Contractor. For purposes of this scope of services a week is defined as five days, eight hours per day. No overtime or work on holidays has been assumed herein. The ramifications of work after 6 pm would be time and one half for the Senior Field Engineer and Engineering Technician performing the services. After eight hours the rate would go up to double time.

### **Geotechnical Observations and Testing During Construction**

Based on the construction schedule provided, CONSULTANT has assumed that the overall relocation of utilities will proceed for the duration of four months. Assuming the void left by the

removal will be filled with controlled fill, it has been indicated by CONTRACTOR that about half of the total allotted time will require the services of a technician. A minor amount of laboratory testing and one compaction report have been assumed. A breakdown of the anticipated hours for this phase of the Project appears below.

<b>Nature of Service</b>	<b>Hours</b>	<b>Rate/Hr</b>	<b>Total</b>
Senior Field Engineer	20	\$95/hr.	\$ 1,900.00
Engineering Technician	320	\$79/hr.	\$25,280.00
Laboratory Technician	10	\$70/hr.	\$ 700.00
Vehicle Charge	42	\$120/day	\$ 5,040.00
Compaction Reports	1	\$1,500 ea.	\$ 1,500.00
<b>Total</b>			<b>\$34,420.00</b>

The shoring pile installation and mass excavation is reported to proceed for about four months. It is the understanding of CONSULTANT that this shoring pile and mass excavation will take place during the day. About half of this phase will require continuous observations. These aspects are the installation pile drilling and tied-back anchors installation and stressing. The remainder of the mass excavation phase would not require continuous geotechnical observation. Foundation excavations are assumed to be cut in ten phases. Four weeks will be required for under-slab utility installation which should not require continuous observations. Two compaction report and one pile report have been assumed. A breakdown of the anticipated hours for this phase of the Project appears below.

<b>Nature of Service</b>	<b>Hours</b>	<b>Rate/Hr</b>	<b>Total</b>
Senior Field Engineer	512	\$95/hr.	\$48,640.00
Engineering Technician	250	\$79/hr.	\$19,750.00
Laboratory Technician	20	\$70/hr.	\$ 1,400.00
Vehicle Charge	95	\$120/day	\$11,400.00
Compaction Reports	3	\$1,500 ea.	\$ 4,500.00
<b>Total</b>			<b>\$85,690.00</b>

Near the end of the Project the construction schedule notes that base will be compacted for Crescent Drive and backfill will be placed over the parking structure. A total of four weeks has been reported. It has been indicated by Contractor that most of this time will require continuous geotechnical observations and testing. The technician time indicated below also includes three trips to borrow locations and laboratory testing of the samples collected there. CONSULTANT has assumed that it will be responsible for the preparation and delivery to PARKING AUTHORITY of two compaction reports. A breakdown of the anticipated hours for this phase of the Project appears below.

<b>Nature of Service</b>	<b>Hours</b>	<b>Rate/Hr</b>	<b>Total</b>
Senior Field Engineer	20	\$95/hr.	\$ 1,900.00
Engineering Technician	172	\$79/hr.	\$13,588.00
Laboratory Technician	30	\$70/hr.	\$ 2,100.00
Vehicle Charge	24	\$120/day	\$ 2,880.00
Compaction Reports	2	\$1,500 ea.	\$ 3,000.00
<b>Total</b>			<b>\$23,468.00</b>

### 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 PARKING AUTHORITY's Project Manager ("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.

### 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 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. All deficiencies and failures and their necessary remedial work, shall be clearly documented in writing to the PM.

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

#### Prepare Geotechnical/Compaction Reports

- CONSULTANT shall 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 recommendation.

## **EXHIBIT A-2**

### **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**

### **FEEES AND SCHEDULE OF PAYMENTS**

The fee for the work required by this Agreement shall not exceed One Hundred Forty-three Thousand Five Hundred Seventy-eight Dollars (\$143,578), including all expenses based on the hourly rate schedule in Exhibit B-2. CONSULTANT acknowledges that the services are dependent upon the Contractor's schedule of the work. Additionally, a contingency of Twenty-five Thousand Dollars (\$25,000) is hereby established for unanticipated additional services outside the scope of services set forth in Exhibit A, which cannot be expended without further written PARKING AUTHORITY authorization. Fees for contingency services shall be charged as mutually agreed upon by the parties in writing.

The Contingency which may not be expended without specific written authorization by the PARKING AUTHORITY's Project Manager, 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 PM, warrant payment of an additional fee due to an unanticipated contingency.

In no event shall the total compensation to CONSULTANT exceed One Hundred Sixty-eight Thousand Five Hundred Seventy-eight Dollars (\$168,578).

CONSULTANT shall submit an itemized statement to PARKING AUTHORITY on a PARKING AUTHORITY approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, the hours of service, and the expenses incurred. PARKING AUTHORITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same if the submittal is in the correct form and within the scope of the budget or any allowed Contingency amount .

**EXHIBIT B-2**  
**SCHEDULE OF CHARGES**

**A. Professional Services**

Principal Engineer	\$190.00/hr.
Project Engineer	\$140.00/hr.
Staff Engineer	\$90.00/hr.
Review and Signing of Plans	\$300.00

A minimum charge of two hours will apply for any meeting, consultation, or preparation of correspondence.

**B. Geotechnical Observations During Construction**

Senior Field Engineer - Footings, Pile Observations,	
Deputy Grading Inspector	\$ 95.00/hr.
Engineering Technician - Compaction Testing	\$ 79.00/hr.
Laboratory Testing	\$ 70.00/hr.
Vehicle Charge	\$120.00/day
Preparation of Compaction or Pile Reports	\$1,500.00

**Overtime rates mandated by California Department of Industrial Relations:**

- (1) Overtime rates of time and one half will be charged for any site visits on weekdays after 6:00 p.m., or on full time projects exceeding 8 hours in one day for the first 4 overtime hours. All other daily overtime will be billed at double time rates.
- (2) Overtime rates of time and one half will be charged for any site visits on Saturdays for the first 12 hours worked. All other Saturday overtime is billed at double time rates.
- (3) Overtime rates of double time will be charged for any site visits on Sundays.
- (4) Overtime rates of triple time will be charged for any site visits on National and Union Holidays.

**Apprenticeship requirements mandated by California Department of Industrial Relations:**

- (1) California apprenticeship Council Section 230.0 requires a 1:5 ratio of apprentice to journeyman hours.
- (2) Apprentice rates will be billed at applicable rate per State of California Labor Code.

A minimum charge of two hours will apply for each site visit during construction.

**C. Expenses.** PARKING AUTHORITY shall reimburse CONSULTANT for the following expenses reasonably incurred in the performance of the Agreement.

- (1) Reproduction expenses are charged at cost plus 10%
- (2) Shipping expenses are charged at cost plus 10%
- (3) Exploration expenses are charged at cost plus 10%

**D. Hourly charges are adjusted each January 1st upon giving PARKING AUTHORITY thirty (30) days prior written notice. In no event shall any upward adjustment of hourly charges cause a readjustment of the total Compensation due to CONSULTANT pursuant to this Agreement.**

**CERTIFICATE OF INSURANCE**

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

**NAMED INSURED**  
**COVERAGES**

**COMPANIES AFFORDING**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGES	POLICY NUMBER	EXPIRATION DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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