



## AGENDA REPORT

**Meeting Date:** January 11, 2011

**Item Number:** F-2

**To:** Honorable Parking Authority Members

**From:** Alan Schneider, Director of Project Administration  
Allen M. Rubenstein, Project Manager

**Subject:** APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS AND VAN DIJK & ASSOCIATES, INC. FOR WATERPROOFING CONSULTING SERVICES FOR THE CRESCENT GARAGE LOCATED AT 455 NORTH CRESCENT DRIVE; AND  
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$75,000 TO VAN DIJK & ASSOCIATES, INC. FOR THESE SERVICES

**Attachments:** 1. Amendment No. 2

---

### **RECOMMENDATION**

Staff recommends that the Parking Authority of the City of Beverly Hills move to approve "Amendment No. 2 to the Agreement between the Parking Authority of the City of Beverly Hills and Van Dijk and Associates, Inc. for waterproofing consulting services for the Crescent Garage located at 455 North Crescent Drive" and approve a change purchase order in the amount of \$75,000. This increases the total agreement to \$202,500.

### **INTRODUCTION**

The verification of the waterproofing installation for the Crescent Garage is an essential task entrusted to Van Dijk and Associates, Inc. ("Consultant"). The required services have been more time consuming than initially contemplated, which necessitates additional funding.

**DISCUSSION**

The Crescent Garage structure, currently under construction, is being built under a street and the west City Hall lawn. Water from rain and from irrigation will percolate down to the top and sides of this subterranean facility. Maintaining the impenetrability of the structure was recognized early in the design process as essential. The experience of the Consultant was of significant value in reviewing and evaluating various means of weather protection. Subsequently, their task has been to inspect the waterproofing installation. It was also decided, in the interest of the project, that continuous testing of every seam rather than periodic inspection would be done. This would provide the best assurance that the desired protection was in place. This is a time consuming process that is beyond the control of the Consultant, and is governed by the general contractor's schedule, the weather, and the complexity of the design.

Since the Consultant's services are provided on an hourly basis, the added time required to perform the needed testing requires additional funding, as follows:

	<u>Fee</u>	<u>Contingency</u>	<u>Total</u>
Base Agreement & Amendment No. 1	\$102,000	\$25,000	\$127,500
Amendment No. 2	<u>\$75,000</u>	<u>          </u>	<u>\$75,000</u>
	\$177,000	\$25,000	\$202,500

**FISCAL IMPACT**

Funding for these services has been budgeted from the FY 10-11 Capital Improvement Program budget for the North Crescent Garage, project #0897.

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

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

# **Attachment 1**

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS AND VAN DIJK AND ASSOCIATES, INC. FOR WATERPROOFING CONSULTING SERVICES FOR THE CRESCENT GARAGE LOCATED AT 455 NORTH CRESCENT DRIVE

NAME OF CONSULTANT: VAN DIJK AND ASSOCIATES, INC.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Nils Van Dijk, President

CONSULTANT'S ADDRESS: 28 Hammond , Suite G  
Irvine, California 2618  
Attention: Nils Van Dijk, President

AUTHORITY'S ADDRESS: Parking Authority of the City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Alan Schneider, Director of Project Administration

COMMENCEMENT DATE: Upon Written Notice To Proceed

TERMINATION DATE: June 30, 2011, unless extended pursuant to Section 2 of the Agreement

CONSIDERATION: Original Agreement: Professional Fee not to exceed \$52,500; including expenses, as more specifically described in Exhibit B; Contingency not to exceed \$25,000; Total Fee and Contingency not to exceed \$77,500;

Amendment No. 1: Fee not to exceed \$50,000; including expenses, as more specifically described in Exhibit B; Total of Original Agreement and Amendment No. 1: Fee not to exceed \$102,500; including expenses, as more specifically described in Exhibit B; Total Fee and Contingency for Original Agreement and Amendment No. 1 not to exceed \$127,500;

Amendment No. 2: Fee not to exceed \$75,000; including expenses, as more specifically described in Exhibit B; Original Agreement and Amendment No. 1 and Amendment No. 2: Fee not to exceed \$177,500; including expenses, as more specifically described in Exhibit B; Total Fee and Contingency for Original Agreement, Amendment No. 1 and Amendment No. 2 not to exceed \$202,500

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS AND VAN DIJK AND ASSOCIATES, INC. FOR WATERPROOFING CONSULTING SERVICES FOR THE CRESCENT GARAGE LOCATED AT 455 NORTH CRESCENT DRIVE

This Amendment No. 2 is to that Agreement between the Parking Authority of the City of Beverly Hills (hereinafter called "AUTHORITY"), and Van Dijk & Associates, Inc. (hereinafter called "CONSULTANT" dated March 2, 2010 and identified as Contract No. PA-10-02, as amended by Amendment No. 1 dated October 12, 2010 and identified as Contract No. PA-10-15.

RECITALS

A. AUTHORITY entered into an agreement with CONSULTANT for waterproofing consulting services on March 2, 2010 which was previously amended.

B. AUTHORITY now desires to modify the Agreement to increase the Compensation for the continuation of services.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Except as specifically amended by this Amendment No. 2, the Agreement dated March 2, 2010 and identified as Contract No. PA-10-02 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS, a parking authority established pursuant to the Parking Law of 1949 of the State of California

\_\_\_\_\_  
JIMMY DELSHAD  
Chair of the Board of Directors

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
Secretary of the Board of Directors

[Signatures continue]

CONSULTANT: VAN DIJK &  
ASSOCIATES, INC.



---

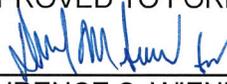
NILS VAN DIJK  
President



---

ROBERT VAN DIJK  
Secretary

APPROVED TO FORM:



---

LAURENCE S. WIENER  
Authority Counsel

APPROVED AS TO CONTENT:

---

JEFFREY KOLIN  
Executive Director



---

DAVID D. GUSTAVSON  
Director of Public Works



---

ALAN SCHNEIDER  
Director of Project Administration



---

KARL KIRKMAN  
Risk Manager

**EXHIBIT A**  
**SCOPE OF WORK**

CONSULTANT, at the direction of CITY, shall provide the following services:

**ORIGINAL AGREEMENT:**

1. Review of existing waterproofing specifications for the various waterproofing components which have been prepared by others.
2. Review of the existing plans and details for this project and provide input on correct detailing of various components , including but not limited to , the tie in between various waterproofing materials and the drain mediums utilized in this design.
3. Provide comprehensive review of the products selected for this application.
4. Review submittals for waterproofing, flashings , related materials , details , etc.
5. Respond to waterproofing related Requests For Information ("RFI")
6. Conduct pre-construction meeting(s) with the contractor(s) and all trades involved in the waterproofing installation to clarify details and specification items , to finalize any details and answer any waterproofing related questions prior to commencement of work. Prepare a list of items discussed during the pre-construction meeting and transmit it to all involved parties.
7. Quality Assurance Inspection Services: Provide full-time quality assurance inspections of the waterproofing performed by others , by using the Consultant' s training, experience , the Client' s plans , and specifications the standards of the industry and the manufacturer recommendations , for the purpose of observing, evaluating, and progressively reporting to the Client the quality of work.
8. Final/Punch List Inspections: Upon completion of the waterproofing work, conduct a final punch list inspection with involved parties. Prepare a list of items observed during the final punch list inspection that needs to be addressed , and transmit the list to all involved parties.
9. Provide periodic reports to the CITY, Architect, and General Contractor in a timely manner of any non-compliance issues so that corrections can be made if necessary. The reports shall suggest correction procedures as required.
10. Other services within the CONSULTANT's expertise as required.

**AMENDMENT NO. 1:**

Continue services listed as above items 7 through 10.

**AMENDMENT NO. 2:**

Continue services listed as above items 7 through 10.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

#### CONSULTANT COMPENSATION/ PAYMENT

##### **ORIGINAL AGREEMENT**

CONSULTANT shall be paid for the satisfactory performance of services, including expenses, under this Agreement on a time and materials basis , in an amount not to exceed Fifty-Two Thousand Five Hundred Dollars (\$52,500) at the rate of One Hundred Seventy- Five Dollars (\$175) per hour for Principals and One Hundred Twenty- Five Dollars (\$125) per hour for Supervisors. Full-time quality assurance inspectors shall be billed at the rate of \$750 per day.

An additional amount not to exceed Twenty-Five Thousand Dollars (\$25,000) for additional services outside the Scope of Services set forth in Exhibit A may be expended only with the specific written authorization of AUTHORITY.

The total compensation under this Agreement shall not exceed Seventy-Seven Thousand Five Hundred Dollars (\$77,500).

CONSULTANT shall submit a monthly itemized statement to AUTHORITY for its services performed , which shall document in detail the following a description of services rendered, the title of the person(s) rendering the service, and the hours of service. Further, the statement shall designate the name of the project and be addressed to the Project Manager assigned to the Project, the total contact amount (excluding the contingency), the amount previously expended and the amount remaining after the current billing. AUTHORITY shall pay CONSULTANT the amount owed for such satisfactory services within forty-five (45) days of receipt of same.

CONSULTANT shall review the remaining work and projected fees on a monthly basis and shall advise AUTHORITY in writing if the fee initially projected appears to be insufficient.

##### **AMENDMENT NO. 1:**

An additional Fifty Thousand Dollars (\$50,000) shall be available to be expended on a time and material basis per the terms of the Original Agreement.

The total compensation for the Original Agreement and Amendment No. 1 shall not exceed One Hundred Twenty Seven Thousand Five Hundred Dollars (\$127,500).

##### **AMENDMENT NO. 2:**

An additional Seventy Five Thousand Dollars (\$75,000) shall be available to be expended on a time and material basis per the terms of the Original Agreement.

The total compensation for the Original Agreement, Amendment No. 1 and Amendment No. 2 shall not exceed Two Hundred Two Thousand Five Hundred Dollars (\$202,500).