



AGENDA REPORT

Meeting Date: August 16, 2011
Item Number: H-12
To: Honorable Mayor & City Council
From: Alan Schneider, Director of Project Administration 
Subject: APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ALLEN M. RUBENSTEIN TO PROVIDE PROJECT MANAGEMENT SERVICES FOR CAPITAL IMPROVEMENT PROJECTS; AND
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$40,000 TO ALLEN M. RUBENSTEIN FOR THESE SERVICES
Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 2 to the agreement with Allen M. Rubenstein, in the not-to-exceed amount of \$40,000 for project management consulting services related to City Capital Improvement projects; and approve a Change Order in the amount of \$40,000 for these services. The total compensation under this agreement is \$90,000.

INTRODUCTION

Upon retirement from employment with the City in March 2011, the City entered into an agreement with Allen Rubenstein to provide professional consulting services to supplement Project Administration staff in the administration of the City's Capital Improvement (CIP) projects that were started when Mr. Rubenstein was the lead staff member managing these projects. They include the Crescent Garage, the Civic Center Wayfinding Project, the Public Works Warehouse and Shops Projects. An initial amendment was executed to clarify the terms of the agreement as a consultant at no additional fee. The proposed second amendment is to provide compensation to continue project management services related to current CIP projects for the balance of the calendar year.

DISCUSSION

The initial agreement in the not to exceed amount of \$50,000 provided project management services in connection the construction of the Crescent Garage and other CIP projects. During this five month period the garage project has proceeded on schedule and under the project budget.

A brief summary of the consulting services specified under the agreement are as follows:

- Contract administration
- Review general contractor procedures
- Change order control
- Review contractor pay requests
- Conduct construction meetings
- Provide field observation during construction
- Assist in project close-out

Currently, Matt Construction is nearing completion of the Crescent garage construction, including the reconstruction of Crescent Drive and new landscaping at the west and north sides of City Hall. The tentative dates are August 29th for opening Crescent Drive and mid-October for the garage.

Consequently, it is recommended that Allen Rubenstein continue to provide services for the closeout phase of the current work and to provide representation on behalf of the City with the Annenberg theater construction. Services related to the latter are important since portions of the garage are connected to the theater project and could affect the operations of the garage.

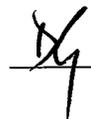
The proposed consultant's fee under this amendment is a not-to-exceed amount of \$40,000 based on the hourly rate of \$115 per hour specified in the agreement. The total maximum hours are not to exceed 960 per fiscal year.

FISCAL IMPACT

Funding for the agreement has been allocated from the CIP project budget for Crescent Garage Project #0897.



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

Attachment 1

**AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND ALLEN M.
RUBENSTEIN TO PROVIDE PROJECT MANAGEMENT
SERVICES FOR CAPITAL IMPROVEMENT PROJECTS**

NAME OF CONSULTANT: Allen M. Rubenstein, P.E.

CONSULTANT'S ADDRESS: 3761 Wrightwood Drive
Studio City, CA 91604

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attn: Alan Schneider, Director of Project
Administration

COMMENCEMENT DATE: March 11, 2011

TERMINATION DATE: December 31, 2011

CONSIDERATION: Base Contract & Amendment No. 1:
Not to exceed \$50,000, including expenses

Amendment No. 2:
Not to exceed an additional \$40,000, including
expenses

Total Base Contract & Amendments No. 1 & 2:
Not to exceed \$90,000, including expenses

**AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND ALLEN M.
RUBENSTEIN TO PROVIDE PROJECT MANAGEMENT
SERVICES FOR CAPITAL IMPROVEMENT PROJECTS**

The Agreement between the City of Beverly Hills ("City") and Allen M. Rubenstein ("Consultant") to Provide Project Management Services for Capital Improvement Projects ("Agreement"), executed February 28, 2011 and designated Agreement No. 55-11, and amended on June 1, 2011 and designated Agreement No. 178-11, is hereby further amended as provided herein.

Section 1. The cover sheet to the Agreement is deleted in its entirety and replaced by the cover sheet of this Amendment No. 2.

Section 2. Exhibit A of the Agreement (Scope of Work), as amended, is deleted in its entirety and replaced by the document attached to and incorporated into this Amendment No. 2 as "EXHIBIT A."

Section 3. Exhibit B of the Agreement (Schedule of Payment and Rates), as amended, is deleted in its entirety and replaced by the document attached to and incorporated into this Amendment No. 2 as "EXHIBIT B."

Section 4. Except as otherwise provided in this Amendment No. 2, the terms of this Amendment No. 2 will be effective as of the date it is approved by City's City Council.

Section 5. Except as expressly modified by this Amendment No. 2, all provisions of the Agreement and Amendment No. 1 will remain in full force and effect.

EXECUTED the _____ day of _____ 2011, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

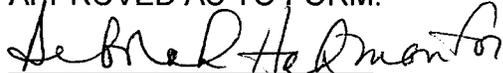
[Signatures continue]

CONSULTANT:
ALLEN M. RUBENSTEIN, P.E.



ALLEN M. RUBENSTEIN

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works &
Transportation



ALAN SCHNEIDER
Director of Project Administration



KARK KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONSULTANT's responsible principal shall be Allen M. Rubenstein. CONSULTANT shall provide the following project management services, consistent with the terms and scope of work specified:

CONSULTANT shall be responsible for the successful completion of the items listed below and any other items or projects assigned to the CONSULTANT under this Agreement. CONSULTANT shall determine the manner and means to be used, with the CITY only interested in the results to be achieved. CONSULTANT shall coordinate its activities with CITY, but shall not be required to account for its actions and activities, except as to the results to be achieved.

Except as otherwise provided in this Agreement, CONSULTANT shall furnish all tools and equipment and shall be responsible for incidental business expenses (including office supplies, office space, travel and clerical support services) incurred in connection with the services provided to the CITY. However, the CITY may temporarily provide incidental facilities and clerical support for CITY's convenience while CONSULTANT is on site.

CONSULTANT shall pay all applicable self-employment taxes consistent with CONSULTANT's status as an independent contractor. CONSULTANT shall not use letterhead, business cards, job titles or any other indicia that may imply CONSULTANT is an employee of the CITY.

Any approvals exercised by CONSULTANT in the Scope of Work shall be advisory only and shall be provided to the authorized CITY official or employee who shall exercise final approval on behalf of the CITY.

Crescent Garage

1. Conduct weekly progress meetings and monitor the overall scope of the project.
2. Review construction plan revisions, bulletins, specifications, and design changes for compliance with the program requirements.
3. Coordinate the activities of the architect, general contractor, inspectors and consultants, and provide information and guidance.
4. Prepare, administer, and monitor architectural, construction and consultant agreements.
5. Evaluate and process change orders.
6. Monitor the progress and quality of construction.

Amendment No. 2 to City/Rubenstein Agreement
CIP Management Services

7. Monitor project costs to ensure expenditures are within the CIP budget.
8. Review and approve the architect's contract changes and pay requests.
9. Review and approve the general contractor's subcontracts, monthly pay requests, use of allowances and potential savings.

Annenberg Theater

1. Review Annenberg Center designs, proposals, and schedules as they relate to the Crescent Garage.
2. Attend the Annenberg Center weekly construction meetings and coordinate the interface garage-theater items.
3. Provide written reports of those items that require coordination or may potentially affect the CITY's cost or schedule.
4. Coordinate the CITY's construction and schedule that is contiguous with theater.
5. Forward any Annenberg Center requests requiring CITY approval or funds to the appropriate CITY officials for action.

Other Assignments

1. Provide assistance on other capital improvement projects as directed by the Director of Project Administration, such as the Public Works warehouse or the Civic Center signage program.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

Based on a percentage of completion, CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. CITY shall pay all undisputed amounts included on the invoice within 30 days of receipt of each invoice.

CITY shall reimburse CONSULTANT for reimbursable expenses reasonably incurred in the performance of this Agreement for required insurances, cell phone charges, and other approved expenses.

Total fee under Amendment No. 2 shall not exceed Forty Thousand Dollars (\$40,000), inclusive of reimbursable expenses.

Total fee for base Agreement and Amendments No. 1 and 2 shall not exceed Ninety Thousand Dollars (\$90,000), inclusive of reimbursable expenses.