

REPORT TO CITY COUNCIL

DATE: APRIL 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: REQUEST TO APPROVE THE FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES WITH TWINING, INC., RELATED TO MATERIAL TESTING AND INSPECTION SERVICES

For over twelve (12) years, Twining, Inc. (Twining), has provided material testing and inspection services to the City for projects that contain asphalt and concrete elements. The services include, but are not limited to, compaction testing, construction inspection, and material testing.

Twining has been crucial in assisting staff during the annual asphalt and concrete repair projects, as well as, the recently completed Sumac Park Restroom Rehabilitation Project. In addition, they are currently providing services for the Recreation & Event Center Accessibility Improvement Project.

The current Twining contract contains a not-to-exceed amount of \$25,000. Based on the projected costs and workflow for the remainder the fiscal year, these fees are expected to be exhausted by the end of April. Staff is seeking approval of an amendment to the agreement to allow for an additional \$10,000 to the existing contract for a revised total amount not-to-exceed \$35,000. Section 5 of the current Agreement, requires any additional compensation exceeding the City Manager's authority to be approved by the City Council.

There are sufficient funds appropriated in the FY 2021/22 budget to cover the costs for these services. The scope of work and all other terms of the agreement would remain the same as previously approved.

The proposed amendment has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the First Amendment to the Agreement for Consultant Services with Twining, Inc., related to material testing and inspection services.

Attachment: Amendment to Agreement

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Twining, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Linas Vitkus
CONSULTANT'S ADDRESS:	1879 Portola Rd, Unit G Ventura, CA 93003
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Robert Cortes
COMMENCEMENT DATE:	April 13, 2022
TERMINATION DATE:	June 30, 2022
CONSIDERATION:	Amendment Amount: \$10,000 Total Contract Price Not to Exceed: \$35,000/yr

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND TWINING, INC.**

MATERIAL TESTING AND INSPECTION SERVICES, FISCAL YEAR 2021-2022

THIS FIRST AMENDMENT is made and entered into as of April 13, 2022, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Twining, Inc. (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On July 19, 2021, the City and Consultant entered into that certain Agreement entitled "Agreement for Material Testing and Inspection Services, Fiscal Year 2021-2022", in the amount of **Twenty-Five Thousand and Zero Cents (\$25,000.00)**.

b. The parties now desire to increase the payment in the amount of **Ten Thousand and Zero Cents (\$10,000.00)**, and to amend the Agreement as set forth in this Amendment.

2. Section 5 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The First Amendment amount shall not exceed **Ten Thousand and Zero Cents (\$10,000.00)**, for additional Material Testing and Inspection Services for a total Agreement amount of **Thirty-Five Thousand and Zero Cents (\$35,000.00)**."

3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Deborah Klein Lopez,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
*Date Approved by City
Council* _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

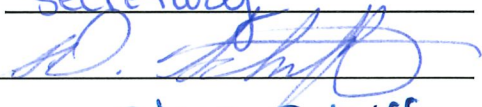
CONSULTANT

Twining, Inc.
1879 Portola Rd, Unit G
Ventura, CA 93003
Linus Vitkus
805-644-5197

By:  _____

Print Name: Amy Owens

Title: Secretary

By:  _____

Print Name: Steve Schiffer

Title: Senior Vice President

[Signatures of Two Corporate Officers Required]

ATTACHMENT A

Material testing and Inspection Services for Fiscal Year 2021-2022.