



AGENDA REPORT

Meeting Date: December 21, 2010

Item Number: F-16

To: Honorable Mayor and City Council

From: Alan Schneider, Director of Project Administration

Subject: APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KOURY ENGINEERING & TESTING, INC. FOR CONSTRUCTION INSPECTION AND MATERIAL TESTING SERVICES FOR THE 9400 SOUTH SANTA MONICA BOULEVARD OFFICE BUILDING; AND
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$81,425 TO KOURY ENGINEERING & TESTING, INC. FOR THESE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the "City Council move to approve an agreement with Koury Engineering & Testing, Inc. for construction inspection and material testing services related to the 9400 South Santa Monica Boulevard Office Building" in the amount of \$71,425, and a contingency of \$10,000, and approve a purchase order in the amount of \$81,425.

INTRODUCTION

The construction contract for this project was approved by the City Council on November 16, 2010. The building code and current practice require the inspection and testing of the building materials during construction. Koury Engineering & Testing has performed these services on other City projects in a satisfactory manner, and has been selected for this project on the basis of a competitive proposal.

DISCUSSION

The project consists of the construction of a new steel building with concrete over steel decks. The building wall that adjoins the adjacent property will utilize concrete masonry units (CMU) and the remaining portion of the building will be framed in steel studs. The scope of the inspection and testing services will include the following:

- Observe, inspect, sample and test all structural concrete placed at the Project site including the placement of all reinforcing steel used onsite.
- Observe, inspect, sample and test all concrete masonry units placed at the Project site.
- Observe and inspect all structural steel erection including welding, high strength bolting and perform non-destructive testing on all qualifying welds.

It is essential that the materials meet the design strength and are placed properly in the structure. To assure that these goals are attained the Building Code requires continuous inspection and periodic testing of critical structural elements for compliance with the specifications. These services are required in addition to the regular inspections conducted by Building & Safety.

The fee is estimated at \$71,425. The inspection services are provided on an hourly basis while the fee for material testing is based on a contractual fee per test schedule. The number of inspection hours and tests will be determined by the construction progress and other factors beyond the control of the Consultant. For this reason the best estimate of the costs of these services is supplemented by a City-controlled contingency of \$10,000 for unanticipated events that may require additional inspection or testing.

FISCAL IMPACT

Funding for these services has been budgeted from the Fiscal Year 2010-11 Capital Improvement Program (CIP) budget for the 9400 Santa Monica Office Building, project #0898.



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KOURY
ENGINEERING & TESTING, INC. FOR CONSTRUCTION INSPECTION AND
MATERIAL TESTING SERVICES FOR THE 9400 SOUTH SANTA MONICA
BOULEVARD OFFICE BUILDING

NAME OF CONTRACTOR: Koury Engineering & Testing, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Richard Koury
Chief Executive Officer & President

CONTRACTOR'S ADDRESS: 17800 South Main Street, Suite 303
Gardena, CA 90248
Attention: Richard Koury, CEO & President

CITY'S ADDRESS: 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: June 30, 2012

CONSIDERATION: Not to exceed \$71,425, as more particularly set
forth in Exhibit B; Contingency funds of up to
\$10,000 based on rates set forth in Exhibit B

Total not to exceed \$81,425

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KOURY
ENGINEERING & TESTING, INC. FOR CONSTRUCTION INSPECTION AND
MATERIAL TESTING SERVICES FOR THE 9400 SOUTH SANTA MONICA
BOULEVARD OFFICE BUILDING

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Koury Engineering & Testing, Inc. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work.

CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY 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. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses

The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services.

City may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR 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. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR 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 CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

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

(b) CITY'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 CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR 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 Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) 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 CONTRACTOR

(2) 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 (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(3) 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 CONTRACTOR in performing the Scope of Work required by this Agreement.

(4) Workers' compensation as required by the state of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) 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.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR 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. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability and automobile liability shall contain an endorsement naming the CITY 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 CITY,

and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

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

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, 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 CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR 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 CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 year(s). CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies of transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the

scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, 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 CITY and CONTRACTOR.

Section 21 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. 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 _____ 201__, at Beverly Hills, California.

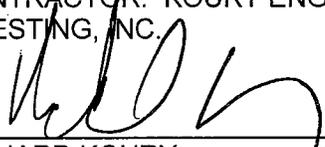
CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

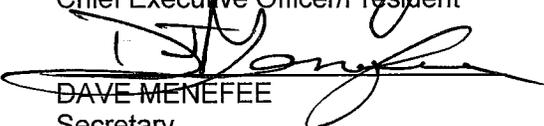
ATTEST:

BYRON POPE
City Clerk
[Signatures continue]

CONTRACTOR: KOURY ENGINEERING
& TESTING, INC.



RICHARD KOURY
Chief Executive Officer/President



DAVE MENEFFEE
Secretary

APPROVED AS TO FORM:



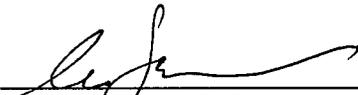
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

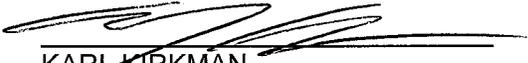
JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CITY owned property will be developed into a three-story office building located at 9400 South Santa Monica Boulevard in Beverly Hills ("Project"). Project will consist of the construction of a new steel building with concrete over steel decks. The building wall that adjoins the adjacent property will utilize concrete masonry units (CMU) and the remaining portion of the building will be framed in steel studs.

CONTRACTOR shall provide the following services in connection with the Project as required by CITY:

Material Inspection and Testing Services

During construction, CONTRACTOR shall provide construction observation and material testing to assure that the performed work complies with the Project's requirements and specifications. CONTRACTOR shall perform supervision and coordination of all field & laboratory services. CONTRACTOR's clerical staff will assist in maintaining a high level of quality assurance in preparation of reports, presenting test result and observations.

CONTRACTOR's services include, but are not limited to, the following:

- Review Plans, Reports and Project Specifications
- Observe, inspect, sample and test all structural concrete placed at the Project site including the placement of all reinforcing steel used onsite.
- Observe, inspect, sample and test all concrete masonry units placed at the Project site - Tests include: grout compression, mortar compression and prism block compression.
- Observe and inspect all structural steel erection including welding, high strength bolting and perform non-destructive testing on all qualifying welds.
- Upon receiving the CITY's written request, CONTRACTOR shall prepare a final report(s) documenting our observations and tests performed during construction - The final report(s) will be prepared in accordance with the attached Master Fee Schedule and typically take 10 to 14 working days to be prepared and submitted.

It is the CITY's responsibility to provide CONTRACTOR a complete (approved) set of drawings, before commencement of the work. The drawings shall bear the approval stamp of the reviewing agency (City's Community Services Building & Safety Division).

CONTRACTOR's estimate set forth in Exhibit B is based on quantities and/or scales shown on the plans and is only as accurate as the information obtained from the plans. In addition, the accuracy of the provided estimate can be affected by:

- General Contractor's and subcontractor's efficiency and sequencing of events
- Unexpected subsurface conditions
- Amount of services required by the jurisdictional agency
- Weather conditions and other unforeseen delays

CONTRACTOR shall not be responsible for any delay to the Project caused by any unforeseen situation or by responding to reviewing agencies and/or probable lag time within reviewing agencies. CONTRACTOR shall do its best to stay within the Project's schedule and/or minimize the time impact on the Project.

Final Reports

- CONTRACTOR shall prepare final reports if requested by CITY. CONTRACTOR must first review all inspection and material testing reports; CONTRACTOR will address and clear up any unresolved issues on these reports, typically with the Architect or Engineer of Record.
- Depending on the Project complexity and length of CONTRACTOR services performed, this process can require a minimum of ten (10) business days for completion. If there are exceptions, the final report review can require an extended length of time to complete.
- CITY is required to send CONTRACTOR written request for all final Project reports via fax, email, or US mail.
- Final reports are as stated, but not limited to: Final Material Compliance Report.
- CONTRACTOR will release final report to CITY once account, including cost of final report, is paid in full.

EXHIBIT B

BUDGET, RATES AND SCHEDULE OF PAYMENT

CONTRACTOR shall submit an itemized invoice to CITY for its services performed upon delivery of the goods required by this Agreement. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.

Estimate & Budget Prepared Using Structural Drawings Dated 9/2/10

Description	Qty	Unit	Rate	Amount Not to Exceed
MATERIALS INSPECTION				
Concrete - Pads/Footings/Grade Beams (Includes Rebar Inspection)	120	Hourly	\$72.00	\$ 8,640.00
Concrete - Slab-On-Grade / Decks / Curbs (Includes Rebar Inspection)	88	Hourly	\$72.00	\$ 6,336.00
Concrete - Misc, Epoxy Bolts/Anchor Systems, etc.	40	Hourly	\$72.00	\$ 2,880.00
Masonry	104	Hourly	\$72.00	\$ 7,488.00
Structural Steel Erection - Welding & Bolting	264	Hourly	\$72.00	\$19,008.00
Fireproofing	120	Hourly	\$72.00	\$ 8,640.00
Non-Destructive Testing	132	Hourly	\$95.00	\$12,540.00
TOTAL ESTIMATED INSPECTION FEES				\$65,532.00
LABORATORY MATERIALS TESTING				
Concrete Cylinder Compression Tests	40	Sample	\$21.00	\$ 840.00
Non-Shrink Grout	15	Sample	\$21.00	\$ 315.00

Compression Tests				
Grout Compression Test	28	Sample	\$21.00	\$ 588.00
Mortar Compression Tests	20	Sample	\$21.00	\$ 420.00
Masonry Prism Compression Tests	6	Sample	\$95.00	\$ 570.00
Fireproof Density Tests	9	Sample	\$45.00	\$ 405.00
Fireproof Adhesion/Cohesion Test (Bond Strength)	9	Sample	\$45.00	\$ 405.00
TOTAL ESTIMATED LABORATORY FEES				\$ 3,543.00
PROJECT COORDINATION				
Staff Engineer	6	Hourly	\$100.00	\$ 600.00
Project Manager - Field Supervisor	6	Hourly	\$ 95.00	\$ 570.00
Technical Support	4	Hourly	\$ 45.00	\$ 180.00
TOTAL PROJECT COORDINATION FEES				\$ 1,350.00
FINAL REPORT FEE				\$500.00
REIMBURSABLE EXPENSES, as described in Exhibit B				\$500.00
TASK SUMMARY & TOTAL ESTIMATED FEES				
Inspection Fees				\$65,532.00
Laboratory Testing Fees				\$ 3,543.00
Project Coordination				\$ 1,350.00
Final Report Fee				\$500.00
Reimbursable Expenses				\$500.00
Not to exceed				\$71,425.00

Contingency for unanticipated services outside the Scope of Exhibit A not to exceed \$10,000 based on the rates set forth in this Exhibit.

1. Anticipated Costs

- 1.1 CONTRACTOR estimates a budget to assist the CITY with code required inspections and testing based upon information provided by the CITY. CONTRACTOR's ability to perform within the estimated budget depends heavily on the accuracy of the information provided.
- 1.2 CITY will be invoiced for all work performed and only for work performed based on CONTRACTOR's working conditions and hours.
- 1.3 Weekly overtime hours, Saturday or Sunday, double shift, and / or night shift differential for shop steel inspection are not included in CONTRACTOR's budget.

2. Minimum Charges

- 2.1 2 hour minimum: Inspector shows up; no work requested or performed.
- 2.2 4 hour minimum: 1 to 4 hours work completed before noon.
- 2.3 8 hour minimum: Work over 4 hours and/or extending past noon.
- 2.4 If an inspector or technician works through lunch, one-half (0.5) hour of double time will be charged.
- 2.5 NOTE: Less than 24 hour call-out notice may necessitate premium charges.

3. Working Hours

- 3.1 Regular Time: First 8 hours, Monday-Friday
- 3.2 Time and One Half-Hours: Hours over 8-12 Monday-Friday, and first 12 Hours on Saturday
Double Time: All hours worked after 12, Monday-Saturday, Sunday, and Holidays
- 3.3 CONTRACTOR observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- 3.4 Overtime hours shall be billed in one-hour increments. One half (.5) hour of overtime is billed as one (1) hour of overtime.
- 3.5 NOTE: Day shift hours are between 5:00am and 5:00pm.

4. Shift Differential

- 4.1 Second (Swing Shift)-Eight (8) hours will be charged for 7.5 hours worked. Time worked in excess of 7.5 hours will be billed at time and one-half rate.
- 4.2.1 Third (Graveyard Shift)-Eight (8) hours will be charged for 7 hours worked. Time worked in excess of 7 hours will be billed at time and one-half times the hourly rate.

5. Travel Time and Mileage

- 5.1 No travel time or mileage costs for material inspectors/technicians.

6. Scheduling and Cancellations

- 6.1 A 24-hour notice is required when scheduling an inspection or technician. If same day scheduling or scheduling after 2:00pm the preceding day is requested, a premium expedite fee of \$75 per inspector or technician will apply.
- 6.2 If inspection service is not canceled with CONTRACTOR's dispatch department by 2:00pm for next day inspection, a premium cancellation fee will apply at the rate of \$75 per inspector or technician.

7. Expedite Fee

- (i) 7.1 All expedited and rush requests for lab work as requested by CITY, test results, report reviews, etc. will be charged an expedite fee, at 1.5 times the Master Fee Schedule of Rates.

8. Escalation Clause

- 8.1 The prices quoted in this Exhibit below for all services will change July 1st each year in accordance with the wage listed by the Director of Industrial Relations which is tied to Operating Engineers Local 12. The charges for services set forth in this Schedule of Fees will be adjusted by changes in CONTRACTORA's general administrative and overhead expenses on July 1st each year.

9. Laboratory Testing

- 9.1 Inspection unit rates do include material sample laboratory testing & sample pick-up charges.
- 9.2 Unless otherwise agreed, all samples or test specimens will be disposed of or destroyed upon completion of testing. If CITY requires samples to be retrieved or stored, arrangements can be made at an additional cost. Quotation will be provided for such services.
- 9.3 Samples requiring more than one person to handle due to oversize or weight, will incur an extra handling charge. A written quotation will be provided for such services.

10. Reimbursable Expenses

- 10.1 Outside Services performed by others will be charged at cost plus 15%.
- 10.2 Project exclusive equipment or material will be invoiced at cost plus 15%.
- 10.3 Business licenses or inspection jurisdiction fees for project specific requirements will be invoiced at cost.
- 10.4 If free parking is not available when CONTRACTOR is in the field, parking charges will be charged to the CITY at cost.

11. Service Authorization

- 11.1 Written requests will be considered authorization to perform billable work. CITY shall designate member(s) of staff who have authority to request services and notify CONTRACTOR in writing to their authorized representative. Otherwise all service requests are billable.

**MASTER FEE SCHEDULE OF RATES
Prevailing Wage Projects**

CONSTRUCTION SERVICES

Materials –Prevailing Wage Rates

Inspector – Concrete	\$ 72.00	Per Hour
Inspector – Concrete Batch Plant	\$ 72.00	Per Hour
Inspector – Shotcrete	\$ 72.00	Per Hour
Inspector – Masonry	\$ 72.00	Per Hour
Inspector – Structural Steel and Welding	\$ 72.00	Per Hour
Inspector – Structural Steel at Fabrication Shop	\$ 72.00	Per Hour
Inspector – Fireproofing	\$ 72.00	Per Hour
Non-Destructive Testing: Ultrasonic, Dye Penetrant, or Magnetic Particle Inspection	\$ 85.00	Per Hour
Non-Destructive Testing: Dye Penetrant, Developer, Cleaner	\$ 15.00	Per Can
Non-Destructive Testing: Magnetic Particle Powder	\$ 20.00	Per 6oz
Non-Destructive Testing: Couplant	\$ 60.00	Per gallon
Lab Technician - Pachometer (Includes equipment)	\$ 85.00	Per Hour
Lab Technician - Pull-Out Test on Splay Wires, Embedded Bolts/Anchors/Dowels	\$ 85.00	Per Hour
(1 man & includes equipment)		
Lab Technician - Pull-Out Test on Splay Wires, Embedded Bolts/Anchors and Dowels	\$ 125.00	Per Hour
(2 man & includes equipment)		
Lab Technician - Concrete or Masonry Coring - Floors (1 man & includes equipment)	\$ 85.00	Per Hour
Lab Technician - Concrete or Masonry Coring - Vertical and Overhead (2 man & includes equipment)	\$ 125.00	Per Hour

LABORATORY MATERIAL TESTING SERVICE

CONCRETE

C39 Concrete Cylinders Compression Test (6" x 12")	\$ 21.00	Each
C469 Concrete Cylinder Compression Test with MOE (Modulus of Elasticity)	\$ 500.00	Each
C42 Concrete Cores, 6" Max. Diameter, Includes Core Trim	\$ 35.00	Each
C78 Flexure Test 6" x 6" Beams	\$ 85.00	Each
C486 Splitting Tensile 6" x 12" Cylinders	\$ 65.00	Each
F1869 Measuring Moisture Vapor Emission Rate	\$ 35.00	Each

MASONRY BLOCK

A.S.T.M.

C780 Mortar Cylinders (2" x 4")	\$ 21.00	Each
C109 Mortar Cubes (2" x 2")	\$ 21.00	Each
C1019 Grout Prisms (3" x 6")	\$ 21.00	Each
C1314 Grouted Prisms Compression (Masonry Assemblage) Test ≤8" x 8" x 16"	\$ 95.00	Each
C1314 Grouted Prisms Compression (Masonry Assemblage) Test >8" x 8" x 16"	\$ 120.00	Each
C140 Moisture Content as Received each	\$ 50.00	Each
C140 Absorption, 3 Required	\$ 40.00	Each
C140 Measurements	\$ 30.00	Each
C140 Compression ≤8" x 8" x 16", Qty 3 Required	\$ 45.00	Each
C140 Compression >8" x 8" x 16" Qty 3 Required	\$ 55.00	Each
C426 Linear Shrinkage, Qty 3 Required	\$ 80.00	Each
C42 Masonry Core – Compression	\$ 55.00	Each
C42 Masonry Core – Shear	\$ 75.00	Each

STEEL REINFORCING

A.S.T.M.

A615/A706	Tensile No. 8 Bar and Smaller	\$	35.00	Each
A615/A706	Tensile No. 9 To 11 Bar	\$	45.00	Each
A615/A706	Tensile No. 14 Bar	\$	70.00	Each
A615/A706	Bend Test No. 8 Bar and Smaller	\$	35.00	Each
A615/A706	Bend Test No. 9 To 11 Bar	\$	45.00	Each
A615/A706	Bend No.14 Bar	\$	70.00	Each
A615/A706	Bend / Tensile Test No. 18	\$	250.00	Each
A615/A706	Chemical Analysis	\$	300.00	Each
A615/A706	Cut To Size (for testing)	\$	10.00	Each

STEEL COUPLED WELDED REINFORCING

A.S.T.M.

A615/A706	Tensile No. 8 Bar and Smaller	\$	70.00	Each
A615/A706	Tensile No. 9 To 11 Bar	\$	80.00	Each
A615/A706	Tensile No. 14 Bar	\$	100.00	Each
A615/A706	Tensile No. 18 Bar	\$	275.00	Each

FIREPROOFING

UBC 43-8	Oven Dry Density	\$	45.00	Each
UBC 43-8	Adhesive/Cohesion Testing	\$	45.00	Each

WELD PROCEDURE AND WELDER QUALIFICATIONS

	Review Existing Welding Procedure Specification (WPS)	\$	150.00	Each
	Review Welding Procedure Qualification (PQR)	\$	150.00	Each
	Observe Welder Qualification (AWS/CWI)	\$	72.00	Per Hour

MIX DESIGN

A.S.T.M.

C192	Review of Existing Mix Design, Determination of Proportions (3-Business Day Result)	\$	150.00	Each
C192	Review of Existing Mix Design, Determination of Proportions (Same Day Result)	\$	300.00	Each

FIELD EQUIPMENT CHARGE

Equipment - Torque Wrench	\$	65.00	Per Day
Equipment - Skidmore Bolt Tension Calibrator	\$	150.00	Per Day
Equipment - Multiplier	\$	15.00	Per Day
Equipment - Schmidt Hammer	\$	40.00	Per Day
Equipment - Dry Film Thickness Gauge	\$	40.00	Per Day
Equipment - Non-Shrink Grout Mold 2" Cube	\$	25.00	Per Day
Equipment - Slab Moisture Test Kit	\$	35.00	Per Day
Equipment - Air-Entrainment	\$	25.00	Per Day
Equipment - Windsor Probe	\$	25.00	Per Day
Equipment - Truck Charge	\$	55.00	Per Day

LABORATORY HOURS

Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday

Additional charges will be made for off-hours, weekends or holidays as follows:

Off-hour Laboratory Operations per hour	\$	500.00	Per Hour
Saturday Laboratory Operations per hour	\$	500.00	Per Hour
Sunday or Holiday Laboratory Operations per hour	\$	750.00	Per Hour

REPORTS

Final Materials Compliance Report	\$	500.00	Each
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MISCELLANEOUS SUPPORT FEES

Subsistence Pay	\$	Quote
Travel Cost (Out of town work)	\$	Cost Plus 20%

Parking

\$ Cost Plus 20%

PROFESSIONAL SERVICES

Registered Professional Engineer

\$ 130.00 Per Hour

Staff Engineer

\$ 100.00 Per Hour

Project Manager / Field Supervisor

\$ 95.00 Per Hour

Administration

\$ 45.00 Per Hour

Certified Payroll Process per Project Invoice

\$ 150.00 bi-monthly



CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	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: _____

Exhibit C