



AGENDA REPORT

Meeting Date: May 4, 2010

Item Number: F-14

To: Honorable Mayor & City Council

From: Ara Maloyan, Deputy City Engineer
Samer Elayyan, Civil Engineer

Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND C.H.J. INCORPORATED TO PROVIDE SPECIAL INSPECTION AND TESTING SERVICES DURING THE REPLACEMENT OF FIVE WATER RESERVOIR TANKS, AND ON-SITE PIPING AT SITES 3A, 4B, 5, 6 AND 7, AND SEISMIC RETROFIT OF THE ASSOCIATED FIVE PUMP STATIONS; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$457,890 TO C.H.J. INCORPORATED

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an "Agreement Between the City of Beverly Hills and C.H.J. Incorporated to Provide Special Inspection and Testing Services During the Replacement of Five Water Reservoir Tanks and On-Site Piping Replacement at Sites 3A, 4B, 5, 6, and 7, and Seismic Retrofitting of the Associated Five Pump Stations"; and approve a purchase order to C.H.J. Incorporated in the amount of \$457,890.

INTRODUCTION

This service agreement with C.H.J. Incorporated provides for special inspection and testing during the replacement of five water reservoir tanks and the seismic retrofit of the associated five pump stations within the City of Beverly Hills. The City Council awarded the tank replacement contract to Pacific Tank and Construction, Inc. at their February 2, 2010 meeting.

DISCUSSION

The City of Beverly Hills potable water distribution system inventory consists of five flat bottom, ground supported circular steel water reservoir tanks, all located at five separate sites (3A, 4B, 5, 6, and 7) within the City. These tanks were constructed from the mid-fifties to the mid-sixties and do not meet the current industry standards for "Welded Steel Tanks for Water Storage."

The existing tanks, which are an integral part of the City's water distribution system, need to be replaced to meet current California Department of Public Health (CDPH) drinking water standards, seismic design standards, and Cal OSHA safety standards.

In October 2009, Final Design Plans and specifications for the replacement of these five water reservoirs, replacement of on-site piping at sites 3A, 4B, 5, 6, and 7, and seismic retrofitting of the associated pump stations were prepared by Montgomery Watson Harza (MWH). Consequently, these bid documents were provided to four prequalified contractors to bid on this project. Bids were opened on Jan 12, 2010, and a construction contract was awarded to Pacific Tank and Construction, Inc. at February 2, 2010 City Council meeting. A Notice to Proceed (NTP) was issued to Pacific Tank and Construction, Inc., on March 3, 2010, and the replacement work for the steel tanks will be sequential over a 30-month period (not concurrent), with a completion date of September 7, 2012.

On November 10, 2009, the City sent out invitations to the following nine companies for request for proposal (RFP) to provide special inspection and testing services during the replacement of these five new water reservoir tanks, on-site piping, and seismic retrofit of the booster pump stations at sites 3A, 4B, 5, 6, and 7:

- 1) American Engineering Laboratories, Inc.
- 2) Albert A. Webb Associates.
- 3) Group Delta Consultants
- 4) Leighton Consulting, Inc.
- 5) MACTEC Engineering and Consulting, Inc.
- 6) Ninyo & Moore.
- 7) Penfield & Smith.
- 8) Smith-Emery Laboratories
- 9) Twining, Inc.

In addition, the RFP was posted on the City's website to solicit proposals from all other interested consultants. A pre-proposal meeting was held in the Public Works and Transportation Department offices on November 18, 2009, and representatives from twelve companies attended this meeting. Eight responsive proposals were received on January 7, 2010, from:

- 1) AESCO, Inc.
- 2) C.H.J. Incorporated
- 3) Group Delta Consultants
- 4) JCR Inspection Services, Inc.
- 5) Leighton Consulting, Inc.
- 6) MACTEC Engineering and Consulting, Inc.
- 7) Ninyo & Moore.
- 8) Twining, Inc.

These eight proposals were subsequently reviewed and evaluated by civil engineering staff based on the Qualifications-Based Selection (QBS) process established by the United States Congress as a part of the Brooks Act (Public Law 92-582) and further developed as a process for public agencies to use for the selection of architectural and engineering services for public construction projects. It is a competitive contract procurement process whereby consulting firms submit qualifications to a procuring entity (owner) who evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget, and consultant fee. Under a QBS procurement, the cost of the work (price) is not considered when making the initial selection of the best or most appropriate provider of the professional services required. However, fees for services are negotiated following selection and before contracting with the consultant.

The evaluation process resulted in the following four firms being interviewed on January 27 and February 1, 2010:

- 1) C.H.J. Incorporated
- 2) Group Delta Consultants
- 3) Leighton Consulting, Inc.
- 4) Ninyo & Moore

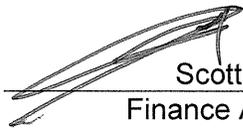
Based on the abovementioned selection criteria, the interviews, the experience in providing special inspection services for similar projects, location of consultant's facilities, and the references called, staff concurred that Ninyo & Moore was their first selection and C.H.J. Incorporated their second selection to provide the special inspection and testing services. Consequently the City entered into an agreement with Ninyo & Moore at the March 2, 2010 City Council meeting. Subsequently, Staff terminated the agreement with Ninyo & Moore on March 23, 2010 with the termination effective on March 28, 2010. Under the agreement, the City through its contract representative has the right to terminate the agreement at any time with five (5) days written notice to the contractor.

Accordingly, Staff is moving forward with C.H.J. Incorporated and recommends that the City Council approve an agreement with C.H.J. Incorporated for special inspection and testing services during the replacement of the five water reservoir tanks, on-site piping, and seismic retrofit for the associated five booster pump stations at sites 3A, 4B, 5, 6, and 7. The contract amount is based on a maximum of approximately 40 hours/week for deputy inspection, 12 hours/week for project management/engineering, and 200 laboratory tests for the entire contract period.

FISCAL IMPACT

Funds for this project are part of the initial CIP project budget and provided as follows:

DEPT	FUND	PROJECT NUMBER	SUB-PROJECT NUMBER	FUNDING SOURCE	AMOUNT
35	80	0796	35-80-0796-85040	Water Enterprise Fund	\$457,890.00



Scott Miller
Finance Approval



David Gustavson
Approved By

Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
C.H.J INCORPORATED TO PROVIDE SPECIAL INSPECTION
AND TESTING SERVICES DURING THE REPLACEMENT OF
FIVE WATER RESERVOIR TANKS AND ON-SITE PIPING AT
SITES 3A, 4B, 5, 6 AND 7, AND SEISMIC RETROFIT OF THE
ASSOCIATED FIVE PUMP STATIONS

NAME OF CONSULTANT: C.H.J. Incorporated

RESPONSIBLE PRINCIPAL OF CONSULTANT: Allen Evans, Vice President

CONSULTANT'S ADDRESS: 1355 E. Cooley Drive
Colton, California 92324
Attention: Allen Evans, Vice President

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Samer Elayyan, Civil Engineer

COMMENCEMENT DATE: May 5, 2010

TERMINATION DATE: Upon satisfactory completion of the services
set forth in Exhibit A

CONSIDERATION: Not to exceed \$457,890 based on the rates
set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
C.H.J INCORPORATED TO PROVIDE SPECIAL INSPECTION
AND TESTING SERVICES DURING THE REPLACEMENT OF
FIVE WATER RESERVOIR TANKS AND ON-SITE PIPING AT
SITES 3A, 4B, 5, 6 AND 7, AND SEISMIC RETROFIT OF THE
ASSOCIATED FIVE PUMP STATIONS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and C.H.J Incorporated (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to engage CONSULTANT to perform special inspection and testing services as set forth in Exhibit A (the "Scope of Services"), attached hereto and incorporated herein, related to the replacement of 5 reservoir tanks and seismic retrofit of the associated pump stations ("Project").

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall do, perform, and carry out, in a manner satisfactory to CITY and consistent with that level of skill and care ordinarily exercised by members of the profession in the same locality under similar conditions, the services described in Exhibit A, attached hereto and incorporated herein by this reference. CONSULTANT has indicated, and the CITY concurs that one sub-consultant, MCS, Inc., will be retained for purposes of performing a coating inspection for various phases of the scope of services. In the event CONSULTANT determines that any other sub consultant must be retained to perform any of the services required by this Agreement, CONSULTANT shall not retain a sub consultant without the prior written approval of CITY Engineer.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT 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 CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT 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, based on the hourly rates set forth in Exhibit B.

(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 CONSULTANT 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, 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. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONSULTANT 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 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 CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT 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) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT 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. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT'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. CONSULTANT 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 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 Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT 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 CONSULTANT.

(2) 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 Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance.

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.

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

(e) 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 general and auto liability insurance 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 CONSULTANT 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, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT 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 CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

(a) In connection with the professional services required by this Agreement, CONSULTANT shall defend, hold harmless and indemnify CITY, and its elected officials, officers, employees, designated volunteers, and agents serving as independent contractors in the role of city officials, ("Indemnities"), from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subconsultants, or agents in the performance of its professional services under this Agreement. CONSULTANT shall defend Indemnities in any actions filed in connection with any such claims with counsel of Indemnities' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

(b) In connection with all claims not covered by Paragraph (a), CONSULTANT shall defend, hold harmless and indemnify Indemnities from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to CONSULTANT's performance of this Agreement. CONSULTANT shall defend Indemnities in any action or actions filed in connection with any such claims with counsel of Indemnities' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

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 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 CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT 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 CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT'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 CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. 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 CONSULTANT must be made in writing and approved by both parties.

Section 17. 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 18. 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 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY 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 CITY and CONSULTANT.

Section 20. 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 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. 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 _____ 20 __, at Beverly Hills, California.

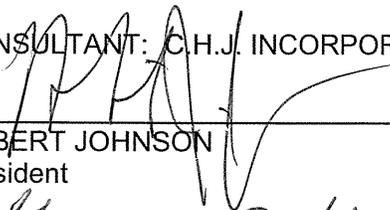
CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

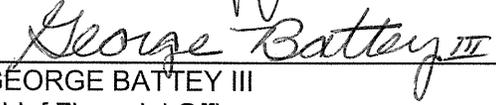
ATTEST:

BYRON POPE
City Clerk (SEAL)

CONSULTANT: C.H.J. INCORPORATED

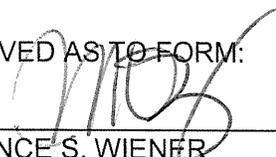


ROBERT JOHNSON
President



GEORGE BATTEY III
Chief Financial Officer

APPROVED AS TO FORM:

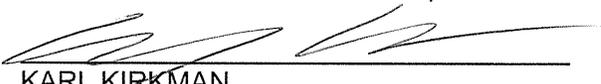


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

JEFFREY KOLIN
City Manager

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall provide the following services for CITY in connection with replacement of five CITY water reservoir tanks (piping) and seismic retrofit of the associated 5-pump stations ("project").

Geotechnical/Asphalt Construction Services

- Project coordination and client liaison, including scheduling of personnel to provide field services.
- Review of readily available background materials pertaining to the site, including geotechnical reports, project plans, and specifications.
- On-site soil testing during construction under the direction of CITY's representative, project inspector, construction manager, or resident engineer. Specifically, CONSULTANT's geotechnical services will include field observation, documentation and testing during the earthwork operations. CONSULTANT's services will include field density testing of general fill, wall and trench backfill, subgrade, aggregate base, and asphalt concrete.
- Laboratory testing to evaluate the maximum dry density and optimum moisture content and sieve analysis of the soils to be placed as fill or backfill.
- Preparation of daily reports and other memoranda to summarize the field operations and test results and preparation of a final compaction report.

Materials Testing and Deputy Inspection Services

- On-site materials testing and inspection during construction performed by CONSULTANT's multi-certified personnel, on an as-requested basis. Specifically, CONSULTANT's materials testing and inspection services will include the following:
 - Inspection and sampling of reinforcing steel and inspection during placement of concrete for reinforced concrete structures, including inspection of epoxy dowel installation
 - Field sampling and testing of cast-in-place concrete, including casting of cylinders for compressive strength and testing for slump, air content, unit weight, yield and temperature, as required by the project specifications.
 - Inspection services during structural steel and welding construction, as well as non-destructive testing (NDT) of the completed welds in the fabrication shop and at the site.

- Inspection services during structural and veneer masonry construction including inspection of reinforcing steel and cells prior to placement of grout, and sampling and testing of masonry materials.
- Miscellaneous field testing as required by California Building Code including: pull tests on epoxy dowels, rebar, and shot pins; torque tests on anchor bolts; and pull tests on ceiling wire hangars.
- Batch plant inspection, sampling and testing during production of structural concrete and asphalt/concrete pavement material.
- Laboratory testing to evaluate compressive strength testing of the concrete and masonry; conformance testing, including material quality tests on the proposed aggregate base, asphalt concrete, and Portland cement concrete materials; bend and tensile test on steel reinforcement bar; and other laboratory testing that may be requested by CITY.
- Preparation of daily reports and other memoranda to summarize the field operations and test results.
- Preparation of letter-reports summarizing the results of CONSULTANT's field and laboratory tests, and submittal of these reports to CITY's approved distribution list.

Coating Inspection Services

- Coating inspection services will be performed in accordance with the project specifications. MCS, Inc. will be performing the coating inspection services. A detailed scope of services is provided below :

Project Support Activities

1. CONSULTANT or its authorized subconsultant, MCS, Inc. ("CHJ/MCS") will participate in project start-up meetings, weekly job meetings, and any special interest meetings as required to discuss procedures, progress, problems, or outstanding issues. CHJ/MCS will complete notes and minutes for all meetings and distribute accordingly, as required.
2. CHJ/MCS will maintain all applicable coating correspondence, reports, job conferences, drawings, submissions, reproductions, and original contract documents including all addenda, change orders, supplemental drawings, records of materials and equipment deliveries and use, manpower, and all other project-related documents. The files will be maintained and turned over to CITY in a summary report.
3. CHJ/MCS will utilize a project specific daily inspection report for use by the CHJ/MCS inspector. This daily report will include work in progress, areas accepted, and items requiring repair/rework. CHJ/MCS will assist in the determination of the quantities and/or percent of work completed for each item for contractor progress payments.
4. CHJ/MCS staff will provide any support to the project required to assure that all technical issues and concerns are properly corrected and/or addressed.

Direct Field Inspection Activities

1. The CHJ/MCS inspector will ensure that the requirements of the Contract Specifications and manufacturer's technical data sheets for the various materials are strictly followed. ASTM D3276 will be used as a guideline for proper procedures. It is not the intent of CONSULTANT's cost proposal to provide a safety inspector to this project. However, CONSULTANT's coating inspector will report any identified unsafe conditions or observed discrepancies between the contractor's worker protection program and their field activities.

2. Verifications of the contractor's compliance with the specifications will be accomplished by performing the following tasks as necessary, with the appropriate calibrated instruments for each:

a. Condition Of Surfaces Prior To Preparation – The CHJ/MCS inspector will inspect the surfaces to be prepared to assure that grease and oil have been removed, and sharp edges are removed as specified. NACE Standard RP0178 will be used as acceptance criteria where areas are of concern.

b. Compressed Air Cleanliness – The CHJ/MCS inspector will check the air quality when production includes abrasive blast cleaning or substrate blow-down procedures. This will be accomplished in accordance with ASTM D4285.

c. Ambient Conditions – The CHJ/MCS inspector will monitor ambient conditions in accordance with ASTM E337 to assure that final blast cleaning and coating application operations are not completed outside the specified requirements.

d. Surface Preparation – The CHJ/MCS inspector will examine the abrasive and equipment used for surface preparation for adequacy to do the work, as specified. Equipment pressures will be monitored. The inspector will verify proper storage and size of abrasives, and that the proper degree of cleaning and surface profile or scarification is achieved.

e. Coating Preparation and Mixing – The CHJ/MCS inspector will observe the mixing of coatings to assure that all components are added and proportioned correctly and that any induction times are maintained. The inspector will verify that any materials used are approved and that they are not used when the pot or shelf lives have been exceeded.

f. Coating Application – The CHJ/MCS inspector will examine the application equipment for cleanliness and adequacy to do the work. The inspector will observe application techniques to assure proper coverage without detrimental runs, pinholes, or other visually evident deficiencies. The inspector will make spot checks of the wet film thickness in accordance with ASTM D4414 so that adjustments to the amount of material being applied can be made at the time of application to minimize the amount of rework after the coating has dried.

g. Dry Film Thickness – The CHJ/MCS inspector will measure the dry film thickness of each coat to assure that it complies with the specification requirements and manufacturers' instructions. Film thickness will be monitored using a Type II film gage in accordance with ASTM D1186, SSPC-PA2, or as required (i.e. every 100SqFt).

h. Holiday Detection – CHJ/MCS will provide holiday detection equipment and perform 100 percent holiday detection in accordance with NACE International's "Recommended Practice for Discontinuity (Holiday) Testing of Protective Coatings," (RP 0188-99), AWWA D102, and the specified requirements.

i. Cure Evaluation – The CHJ/MCS inspector will evaluate the final cure of the applied lining in accordance with the Manufacturer's recommended procedures, and or ASTM D5402, as required.

j. Final Inspection – The CHJ/MCS inspector will perform a final inspection to evaluate the Contractor's final product. This will verify that the final visual appearance (SSPC PA1), dry film thickness readings, holiday detection, cure testing, and so forth meet the project requirements.

4. The CHJ/MCS inspector will use a daily journal, daily reports, and an in-process punch list to clearly document and flow-chart the coating operations and occurrences to verify compliance with Contract documents. At a minimum, the verifications noted above will be recorded.

Quality Assurance Inspection and Testing Services

- Welding QA services will be performed in accordance with the project specifications on a periodic basis. Specifically, CONSULTANT's QA welding inspection services will include the following:
 - Review of the approved welding procedures plan and welding quality control plan.
 - Review of quality control welding inspection daily reports and non-destruction examination reports.
 - Periodic welding inspection services will include visual inspection of actual welds in the field.
 - Preparation of a final report for each tank which presents CONSULTANT's limited opinion of the QC procedures and the results of CONSULTANT's inspections.

BILLING GUIDELINES/METHOD OF PAYMENT

1. CONSULTANT shall submit an itemized invoice which includes for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry and time should not be embedded); and (v) total fees billed for each entry.

2. CONSULTANT shall submit monthly statements to CITY for services rendered and the hours of service in conformance with the billing guidelines set forth in paragraphs 1 above and further consistent in format to Exhibit A, Attachment 1 hereto. CITY shall make payment for

satisfactory completion of services rendered within (30) days after receipt of such a proper statement(s).

Exhibit A – Attachment 1
RECOMMENDED INVOICE FORMAT

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Time</u>	<u>Rate</u>	<u>Total Cost</u>
1/3/05	JJM	Draft letter to Aaron Jones	.50/hrs.	\$100	\$50.00
1/9/05	KDC	Review project documents	.30/hrs.	\$35	10.50
1/11/05	MMF	Draft letter to Sue Smith	.60/hrs.	\$80	48.00
1/14/05	JJM	Telephone conference with Mr. Day regarding project amendments	.20/hrs.	\$100	20.00
1/20/05	MMF	Attend meeting with Mr. Aronzon, Mr. Smith regarding changes to project	1.30/hrs.	\$80	104.00
1/21/05	MMF	Letter to City re: conference results	.10/hrs.	\$80	8.00

TIMEKEEPER SUMMARY - THIS BILL

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
JJM,	.70	\$100	\$ 70.00
MMF	2.00	\$80	160.00
KDC	.30	\$35	10.50
Total	3.00		\$240.50

DISBURSEMENTS - THIS BILL

Photocopies (17 copies at \$0.15)	\$2.55
Mileage to Project Meeting on 1/20 (76 miles at .55)	41.80
Long Distance (12/20/04 —215/555-1234)	\$2.70
Total	\$47.05

TOTAL FEES	\$240.50
TOTAL DISBURSEMENTS	47.05
TOTAL BILL	\$245.75



EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

Item #	Qty	Unit	Description of Material or Service	Unit Price	Amount
Field Inspection					
1	1480	hr	ICC Soils Special Inspector	\$ 90.00	\$133,200.00
2	60	hr	Professional Engineer	\$ 165.00	\$ 9,900.00
3	1400	hr	ICC Reinforced Concrete Special Inspector	\$ 88.00	\$123,200.00
4	300	hr	ACI Concrete Technician	\$ 88.00	\$ 26,400.00
5	480	hr	Certified AWS Welding Inspector	\$ 88.00	\$ 42,240.00
6	1100	hr	Certified NACE Coating Inspector Level II	\$ 88.00	\$ 96,800.00
7	50	hr	Building Inspector	\$ 100.00	\$ 5,000.00
8	40	hr	Electrical Inspector	\$ 100.00	\$ 4,000.00
9	25	hr	Professional Geologist	\$ 165.00	\$ 4,125.00
Field Inspection Total					\$444,865.00
Laboratory Testing					
10	10	ea	Maximum Density (ASTM D1557)	\$ 160.00	\$ 1,600.00
11	10	ea	Sieve Analysis (ASTM D422)	\$ 130.00	\$ 1,300.00
12	120	ea	Compressive Strength of Molded Concrete Cylinders (ASTM-C-39)	\$ 20.00	\$ 2,400.00
13	5	ea	Expansion Test	\$ 160.00	\$ 800.00
14	10	ea	Sand Equivalent	\$ 70.00	\$ 700.00
15	5	ea	Asphalt Content and Gradation (if needed)	\$ 300.00	\$ 1,500.00
16	5	ea	Hveem Stability Value	\$ 240.00	\$ 1,200.00
17	5	ea	Carbon Equivalent Test	\$ 100.00	\$ 500.00
18	5	ea	Tensile Test (ASTM E8)	\$ 80.00	\$ 400.00
19	5	ea	Bend Test	\$ 25.00	\$ 125.00
20	5	ea	Reports	\$ 500.00	\$ 2,500.00
Laboratory Testing Total					\$ 13,025.00
Field and Lab Services Total					\$457,890.00

The unit rates provided include all vehicle and equipment charges and no additional charges will be charged. There will be a 4 hour minimum charge applied if the technician is not scheduled for a full day. CONSULTANT has chosen to discount all laboratory unit rates and special inspector rates. CONSULTANT provided a Schedule of Fees for any additional out of scope testing requested by CITY. If out of scope tests are needed CONSULTANT shall discount the fees by 5 percent on every invoice. CONSULTANT shall will work closely with all involved to properly coordinate its time involved for each inspection so that the project will be within budget. CONSULTANT anticipates its cost for field and lab services will not exceed the above estimated amount. CONSULTANT has committed to supply a project manager to this project at no extra charge. Mr. Mike Foscolos will be the Project Manager and will be available 8 to 10 hours per week as needed. Mr. Allen Evans will be the Project Engineer and will be available as needed 2 to 4 hours per week.



PROFESSIONAL SERVICES AND SUPPORT

Soil Engineering/Materials Engineering/Geology/Environmental

Effective September 1, 2009

<u>SERVICES</u>	<u>RATE PER HOUR</u>
Principal Engineer	220.00
Project Engineer/Geologist/Scientist/Environmental Assessor (Registered / Review)	180.00
Senior Staff Engineer/Geologist/Scientist (Calculations/Data)	125.00
Staff Engineer/Geologist/Scientist (Field Management Project Coordination)	110.00
Exploration Geologist (Exploratory Drilling/Logging)	95.00
Concrete Technologist	115.00
Drafting/CAD Operator	90.00
Subsistence and Lodging – Per Day (Subject to Review for Specific Projects)	120.00
 <u>EXPERT WITNESS SERVICES</u>	
Preparation and Consultation by Professional	225.00
Deposition/Court Testimony by Professional (Plus Travel and Expenses)	325.00
 <u>ENVIRONMENTAL LABORATORY ANALYSIS</u>	
	By Quotation
 <u>FIELD EQUIPMENT</u>	
Vehicle and Equipment	12.00/Hour*
Nuclear Gauge	7.00/Hour
*Subject to Adjustment Based on Fuel Prices.	
 <u>EXPLORATORY EQUIPMENT</u>	
Exploratory Equipment	Cost + 20%
 <u>REPORTS – COMPUTER</u>	
Grading (Plus Drafting)	500.00 Each
Utilities (Sewer, Water, Street, Gas, Electrical, Curb & Gutter, Sidewalk, etc., Drafting)	200.00 Each
Inactive Files (One Year or Older)	
Minimum Service Charge, Per Report	75.00
Copies, Per Sheet	0.20
 <u>SERVICES – OTHER</u>	
Printing and Photographic Work	Cost + 20%
Subcontract Services	Cost + 20%



SOIL ENGINEERING/FIELD OBSERVATION SERVICES

<u>GEOTECHNICAL SERVICES</u>	REGULAR WAGE RATE <u>PER HOUR</u>	PREVAILING WAGE RATE <u>PER HOUR</u>
Field Supervisor	92.00	92.00
Senior Field Technician	88.50	88.50
Field Technician	73.00	86.50
Subsistence and Lodging – Per Day (Subject to Review for Specific Projects)	120.00	120.00

PREMIUM RATES

Overtime (After 8 Hours Worked Monday through Friday during normal working hours* and the first 12 hours on Saturday) 1.5 Times the Applicable Rate

Double Time (After 12 Hours Worked Monday through Saturday and all day Sunday, including holidays) 2.0 Times the Applicable Rate

PUBLIC WORKS INSPECTION

Public Works Construction Inspector 94.00 94.00

MINIMUM CHARGES

Show-up time, no observation or compaction testing performed – 2 hours minimum
No how-up time charged if cancellation is made by 4:00 p.m. of the preceding day

PREVAILING WAGE

Our Schedule of Fees is valid through August 31, 2011. Projects that involve public money come under the purview of Senate Bill SB 1999, which requires the payment of prevailing wages. Accordingly, SB 1999 is governed by the California Department of Industrial Relations. Therefore, the current prevailing wage rates remain valid until August 2011 and as rates are revised by the California Department of Industrial Relations.

***NORMAL WORKING HOURS**

Normal working hours are considered to be Monday through Friday from 7:00 a.m. to 3:30 p.m. Work performed before or after the defined normal working hours will be charged at the overtime rate, unless prior special arrangements have been made.



SOIL TESTING SERVICES

<u>ASTM Designation</u>	<u>Test</u>	<u>Unit</u>	<u>Rate Per Test</u>
D 2435	Chemical Analysis	Each	By Quotation
	Consolidation Test - Undisturbed	Each	250.00
	- Remolded	Each	375.00
	- With Time Rates	Each	By Quotation
D 3080	Direct Shear Test - Undisturbed	Each	300.00
	- Remolded	Each	330.00
D 4829	Expansion Tests, UBC Method	Each	170.00
<u>Maximum Density – Optimum Moisture Determination</u>			
D 1557 / D 698	ASTM Method - Small Mold	Each	170.00
	- Large Mold	Each	185.00
	Cal Impact Method (CAL 216)	Each	170.00
D 422	Sieve Analysis with Hydrometer	Each	240.00
D 422	Sieve Analysis without Hydrometer	Each	140.00
D 2216	Moisture Content	Each	30.00
D 2434	Permeability Test (Constant Head)	Each	By Quotation
D 4318	Plasticity Index (Plastic and Liquid Limit)	Each	200.00
D 2844	<u>R-Value Determination (Cal 301)</u>		
	Natural Soil	Each	260.00
	Aggregate Base	Each	350.00
	Lime or Cement Treated Soil		By Quotation
D 2419	Sand Equivalent (CAL 217)	Each	80.00
D 1633	Soil Cement Molding & Compressive Strength Test (Set of 3 Specimens, 1 Cement Content)		By Quotation
D 560	Soil Cement Molding and Freeze – Thaw Test (Set of 3 Specimens, 1 Cement Content)		By Quotation
D 559	Soil Cement Molding and Wet – Dry Test (Set of 3 Specimens, 1 Cement Content)		By Quotation
D 854	Specific Gravity (Soil)	Each	90.00
D 2488	Visual Classification	Each	45.00



AGGREGATE TESTING SERVICES

<u>ASTM Designation</u>	<u>Test</u>	<u>Unit</u>	<u>Rate Per Test</u>
C 131, C 535	Abrasion Resistance (L.A. Rattler)(CAL 211)	Each	205.00
C 142	Clay Lumps and Friable Particles (CRD 142)	Each	150.00
	Cleanness Value (CAL 227)	Each	125.00
D 3744	Durability Index, Coarse (CAL 229)	Each	240.00
	Durability Index, Fine (CAL 229)	Each	185.00
C 123	Lightweight Particles	Each	185.00
D 4791	Percent of Flat/Elongated Pieces (CRD 119)	Each	150.00
	Percent of Flat/Elongated Pieces (CRD 120)	Each	210.00
D 693	Percent of Crushed Particles (CAL 205)	Each	130.00
C 566	Moisture Content by Drying (CAL 226)	Each	60.00
C 87	Mortar Making Properties of Fine Aggregate	Each	420.00
C 40	Organic Impurities (CAL 213)	Each	70.00
	Relative Mortar Strength to Ottawa Sand (CAL 515)	Each	420.00
D 2419	Sand Equivalent (CAL 217)	Each	80.00
C 136	Sieve Analysis (Coarse to Fine)	Each	140.00
C 136	Sieve Analysis (Processed Coarse)	Each	75.00
C 136	Sieve Analysis (Fine)	Each	75.00
C 117/136	Sieve Analysis (Fine with No. 200 Wash)	Each	95.00
C 117	Materials Finer than No. 200 Sieve by Washing	Each	45.00
C 235	Soft Particles (Scratch Hardness)	Each	90.00
C 88	Soundness Test, Sodium Sulfate (CAL 214)	Each	380.00
C 127	Specific Gravity and Absorption, Coarse (CAL 206)	Each	95.00
C 128	Specific Gravity and Absorption, Fine (CAL 207)	Each	120.00
C 29	Unit Weight and Percent Voids (CAL 212)	Each	80.00
C 289	Potential Alkali Reactivity, Chemical Method	Each	By Quotation
C 295	Potential Alkali Reactivity, Petrographic Method	Each	By Quotation
C 1260	Potential Alkali Reactivity, Rapid Mortar Bar Method – FA	Each	980.00
C 1260, C 1567	Potential Alkali Reactivity, Rapid Mortar Bar Method	Each	1,280.00



CONCRETE TESTING SERVICES

<u>ASTM Designation</u>	<u>Test</u>	<u>Unit</u>	<u>Rate Per Test</u>
	Concrete Mix Design (Excluding Aggregate Test)	Each	125.00
	Review of Concrete Mix Design	Each	125.00
C 192	<u>Concrete Trial Mix (Each Mix)</u>		
	Equipment and Labor	Each	450.00
C 39	Compressive Strength, Concrete Cylinder (CAL 521)	Each	22.00
C 39	Concrete Cylinders – Not Tested	Each	16.00
C 42	Compressive Strength, Concrete/Gunite Core	Each	48.00
	Compressive Strength, Gunite Cylinder	Each	60.00
	Gunite/Shotcrete Panel (3 cores per panel & test)	Panel	270.00
	Compressive Strength, Insulating Concrete	Each	45.00
C 1084	Cement Content (Chemical Method)	Each	By Quotation
C 567	Dry Unit Weight, Lightweight Concrete	Each	50.00
	Dry Unit Weight of Insulating Concrete	Each	50.00
C 78	Flexural Strength, 6" x 6" Beam	Each	70.00
C 174	Length Measuring of Drilled Core	Each	55.00
C 469	Static Modulus of Elasticity	Each	160.00
C 157, C 341	Drying Shrinkage (Set of 3, Up to 28 Days)	Set	360.00
C 496	Splitting Tensile Test	Each	55.00
C 642	Specific Gravity, Absorption, Voids in Hardened Concrete	Each	95.00
C 227	Potential Alkali Reactivity of Cement – Aggregate Combinations (Mortar Bar Method)	Each	By Quotation
C 856	Petrographic Examination of Hardened Concrete	Each	By Quotation
3039	RFP Tensile Test (per panel)	Each	By Quotation
	Cutting and Machining		Cost + 20%
	<u>Special Curing Process</u>		
C 684	Hot Water Curing (Per Specimen)	Each	75.00
	Rapid Curing, Boiling Water (Per Specimen)	Each	120.00



MASONRY TESTING SERVICES

<u>ASTM Designation</u>	<u>Test</u>	<u>Unit</u>	<u>Rate Per Test</u>
C 67	<u>Brick Test (Set of 5 Specimens)</u>		
	24-Hour Absorption, Cold Water	Set	195.00
	5-Hour Absorption, Boiling Water	Set	195.00
	Compression Test	Set	205.00
	Modulus of Rupture	Set	180.00
C 140	<u>Concrete Block Test (Set of 3 Specimens)</u>		
	Moisture Content and Absorption	Set	165.00
	Compression Test	Set	190.00
	Unit Weight (Including Dimension Measurement)	Set	135.00
C 426	Linear Drying Shrinkage (Set of 3 Specimens)	Set	260.00
C 270	Mortar Mix Design (Excluding Aggregate Test)	Each	120.00
C 476	Grout Mix Design (Excluding Aggregate Test)	Each	120.00
UBC 21-16	Mortar Strength (Cylinder)	Each	22.00
	Mortar Strength (2" Cube)	Each	35.00
C 942	Grout Prism Test (3" x 3" x 6")	Each	35.00
	Trimming Included		
C 42	Masonry Core, Compression Test	Each	48.00
	Masonry Core, Shear Test	Each	60.00
E 447	<u>Masonry Prism (Assemblage)</u>		
	8" x 16" x 16" (Per Specimen)	Each	180.00
	12" x 16" x 16" (Per Specimen)	Each	235.00
	Larger than 12" x 16" x 16"		By Quotation



ASPHALT TESTING SERVICES

<u>ASTM Designation</u>	<u>Test</u>	<u>Unit</u>	<u>Rate Per Test</u>
	Asphalt Pavement Mix Design (Hveem Method)	Each	By Quotation
	Asphalt Pavement Mix Design (Marshall Method)	Each	By Quotation
	Asphalt Content by Ignition Oven (CAL 382)	Each	180.00
	Asphalt Content and Gradation by Ignition Oven	Each	320.00
D 1188, D 2726	Specific Gravity of Compacted Specimen (CAL 308)	Each	75.00
D 5148	Centrifuge Kerosene Equivalent (CAL 303)	Each	210.00
D 1074	Compressive Strength of Bituminous Mixture	Each	75.00
D 1664	Film Stripping Test (CAL 302)	Each	90.00
	Moisture Vapor Susceptibility (CAL 307)	Each	180.00
D 1559	Marshall Stability and Flow Test	Each	190.00
D 1560	Hveem Stability Value by Stabilometer (CAL 366)	Each	225.00
D 1560, D 1188 D 2726	Hveem Stability Value and Maximum Density	Each	250.00
D 1561	Kneading Compacted Maximum Density (CAL 304)	Each	165.00
	Marshall Maximum Density	Each	165.00
C 128	Specific Gravity of Recovered Aggregates	Each	105.00
	Swell Test (CAL 305)	Each	165.00
D 2041	Theoretical Maximum Density of Asphalt Mixture (Rice's Method)	Each	175.00
D 36	Softening Point of Bituminous Materials	Each	By Quotation
D 1075	Index of Retained Strength (Set of 6)	Set	By Quotation
D 4867, T 283	Tensile Strength Ratio (TSR Test)(Set of 6)	Set	By Quotation
D 1559	Retained Stability Test (Set of 6)	Set	By Quotation



STEEL TESTING SERVICES

<u>ASTM Designation</u>	<u>Test</u>	<u>Unit</u>	<u>Rate Per Test</u>
	<u>Reinforcing Steel Test:</u>		
	Tensile Strength and Elongation		
	#11 Bar and Smaller	Each	55.00
	#14 Bar	Each	90.00
	#18 Bar (Proof Test)	Each	110.00
	Bend Test #11 Bar and Smaller	Each	30.00
	Tensile Test Mechanically Spliced Bar		
	#11 Bar and Smaller	Each	150.00
	#14 Bar and Larger	Each	195.00
	Tensile Test Electric Resistance Butt Splice (includes straightening of bar)	Each	170.00
	<u>Structural Steel Test:</u>		
	Machining and Preparation of Test Specimen		Cost + 20%
	Tensile Strength and Elongation		
	Up to 200,000 Pounds	Each	70.00
	200,000 – 300,000 Pounds	Each	90.00
	300,000 – 400,000 Pounds	Each	110.00
	Bend Test	Each	50.00
	<u>Pre-stressing Wire and Tendon Test:</u>		
A 421	Tensile Strength, Single Wire	Each	85.00
A 416	Tensile Strength, 7-Wire Strand	Each	150.00
	<u>Bolt and Nut Test:</u>		
A 370	High Strength Bolt, Nut & Washer (Set of 3)	Set	140.00
	<u>Weld Specimen Test:</u>		
	Ultrasonic Examination	Each	100.00
	Machining and Preparation of Test Specimen	Each	Cost + 20%
	Macroetch Test (3 Faces)	Each	65.00
	Reduced Section, Tensile Strength	Each	70.00
	Bend Test	Each	50.00



MISCELLANEOUS TESTING SERVICES

<u>Test</u>	<u>Unit</u>	<u>Rate</u>
Calibration of Hydraulic Ram		
100 Ton and Under	Each	180.00
101 Ton – 200 Ton	Each	220.00
Laboratory Equipment		
Use of 60,000 Pound Universal (With One Operator)	Hour	175.00
Use of 400,000 Pound Baldwin (With One Operator)	Hour	295.00
Additional Technician (Regular Wage Rate)	Hour	73.00
Roof Materials		
Roof Tile (Breaking Strength – Set of 5)	Set	165.00
Roof Tile (Absorption – Set of 5)	Set	165.00
Spray-Applied Fire Proofing		
In-Place Density (ASTM E 605)	Each	80.00
Coring (Concrete, Masonry, Guniting & AC Pavement)		
Equipment and Labor – Normal On-Ground Coring (Regular Wage Rate)	Hour	140.00
Equipment and Labor – Normal On-Ground Coring (Prevailing Wage Rate)	Hour	150.00
Bit Charge (Per Core)	Each	15.00
Additional Technician (Regular Wage Rate)	Hour	73.00
Additional Technician (Prevailing Wage Rate)	Hour	84.00
By Others		Cost + 20%



SPECIAL (DEPUTY) INSPECTION SERVICES

Wage rates and working conditions are base on our contract with the International Union of Operating Engineers Local 12

<u>SERVICES</u>	<u>RATE PER HOUR</u>
Code Designated Special (Deputy) Inspector	92.00
a. Field Concrete	
b. Structural Masonry	
c. Reinforcing Steel	
d. Prestressed Concrete	
e. Shop Welding	
f. Field Welding	
g. Structural Steel and High Strength Bolting	
h. Field Gunite/Shotcrete	
i. Spray-Applied Fireproofing	
Field Non-Destructive Testing	
a. Ultrasonic	98.00
b. Magnetic Particle	98.00
c. Dye Penetrant	98.00
Premium Rates for Special (Deputy) Inspection Services	
a. Time and One-Half	125.00
b. Double Time	161.00
c. Triple Time	234.00

CONDITIONS AND WORKING HOURS FOR SPECIAL (DEPUTY) INSPECTORS:

Advance Notice: Twenty-four (24) hours advance notice is required for scheduling an inspector to report to a designated job site

Minimum Charges: Show-up, no inspection performed – 2 Hours Minimum
Up to 4 hours inspection performed – 4 Hours Minimum
Over 4 hours – 8 Hours Minimum
Inspection which begins before 12:00 noon and ends after 12:00 noon – 8 Hours Minimum

Cancellation: No charge, if made before 4:00 pm of the preceding day

Completion: Inspector will remain on job until discharged by competent authority

Travel Time/Mileage/Charges: Depending on the physical distance to the job site from our laboratory, charges Subsistence will be applied as follows:

- (1) Within 50 mile radius – No mileage or travel time will be charged
- (2) Over 50 miles but within 100 miles – Mileage will be charged at the rate of \$0.90 per mile

Over 100 miles – Mileage will be charged at the rate of \$0.90 per mile and travel time will be charged at our regular hourly rate at the beginning and ending of each job duration. If subsistence and lodging are not furnished for inspector, per-diem will be charged at the rate of \$120.00 per day on a 7-day week basis for each job duration (subject to review for specific projects).

- Parking: When not furnished for the inspector, parking will be charged as paid by the inspector.
- Regular Time: First 8 hours, Monday through Friday.
- Overtime Rates:
- (1) Time and one-half: After 8 hours worked Monday through Friday, first 12 hours on Saturday.
 - (2) Double time: After 12 hours worked Monday through Saturday and all hours worked on Sunday. All hours worked on the first Saturday following the first Friday in June and December.
 - (3) Triple time: All hours worked on recognized holidays.
- Inspector's Fees: Inspection fees charged by governing agency will be reimbursed by the client.
- Holidays:
1. New Years Day
 2. Memorial Day
 3. Independence Day
 4. Labor Day
 5. Veterans Day
 6. Thanksgiving Day and the day after Thanksgiving
 7. Christmas Day
 8. First Saturday following the first Friday in June and December

EXHIBIT C

CERTIFICATE OF INSURANCE

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

**NAMED INSURED
COVERAGE**

COMPANIES AFFORDING

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS		AGGREGATE
					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

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96