



AGENDA REPORT

Meeting Date: September 11, 2012

Item Number: G-12

To: Honorable Mayor and City Council

From: Donielle Kahikina, Associate Project Manager

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 PUBLIC WORKS WAREHOUSE AND SHOPS; AND
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$143,651 TO KOURY ENGINEERING & TESTING, INC. FOR THE WORK

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 Public Works Warehouse and Site Improvements" in the amount of \$125,651, and a contingency of \$18,000, and approve a purchase order in the amount of \$143,651.

INTRODUCTION

The construction contract for this project was approved by the City Council on July 24, 2012. 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 two story building plus basement and adjacent single story storage building. The construction consists of cast-in-place

concrete, steel, masonry, and a shotcrete basement, including a tunnel connecting the building to the adjacent parking structure. The storage building is a combination of masonry and steel. 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 \$125,651. 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 \$18,000 for unanticipated events that may require additional inspection or testing.

FISCAL IMPACT

The cost for these services is included in the Capital Improvement Program (CIP) project budget. Funding for these services has been budgeted for in the FY 11-12 Capital Improvement Program (CIP) budget approved by the City Council for the Public Works Yard and Facilities Improvements Project #0894.



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 PUBLIC WORKS WAREHOUSE AND
SHOPS

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: December 31, 2013

CONSIDERATION: Not to exceed \$125,651, as more particularly set
forth in Exhibit B; Contingency funds of up to
\$18,000 based on rates set forth in Exhibit B

Total not to exceed \$143,651 (including
reimbursable expenses)

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KOURY
ENGINEERING & TESTING, INC. FOR CONSTRUCTION INSPECTION AND
MATERIAL TESTING SERVICES FOR THE PUBLIC WORKS WAREHOUSE AND
SHOPS

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 ("documents") as is available for the proper performance of CONTRACTOR's Scope of Work. Such documents shall include a complete CITY-approved set of drawings

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 11. Changes in the Scope of Work. 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

WILLIAM W. BRIEN, M.D.
Mayor of the City of
Beverly Hills, California

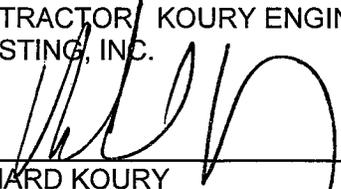
[Signatures continue]

ATTEST:

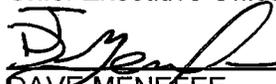
BYRON POPE
City Clerk

(SEAL)

CONTRACTOR: KOURY ENGINEERING
& TESTING, INC.

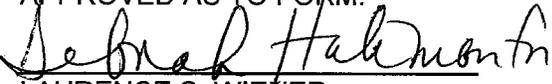


RICHARD KOURY
Chief Executive Officer/President



DAVE MENEZEE
Secretary

APPROVED AS TO FORM:



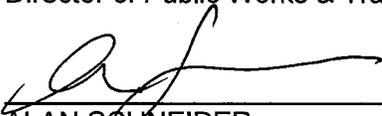
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



for 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 building and adjacent single story storage building located at 9357 Third Street ("Project"). The three story building will have one floor subterranean and will include a tunnel. The walls below grade will be shotcrete and above grade combination of cast in place (CIP) concrete, steel and concrete masonry unit (CMU). The first floor and second floor will be metal decking with normal weight concrete fill. The roof structure will be structural steel. The storage building will be framed in CMU and structural steel. The storage building will be supported by CIP piles. In addition to the main building, the project will include construction of a subterranean tunnel. The tunnel walls will be shotcrete, the slab and roof structure will be CIP concrete.

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

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's construction services management shall perform supervision and coordination of all field & laboratory services.

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

- Review Plans, Reports and Project Specifications.
- Observe, inspect, sample and test all structural concrete placed at the project site.
- Observe, sample and test all reinforcing used on the project site.
- Observe, inspect, sample and test all concrete masonry units placed at the project site. Test include: grout compression, mortar compression and masonry prism compression.
- Observe and inspect all structural steel erection including welding and high strength bolting
- Perform non-destructive testing on all qualifying welds.
- Torque testing of slip critical high strength bolts

Final Reports

Upon CITY's written request, CONTRACTOR shall prepare a final report(s) documenting CONTRACTOR's observations and tests performed during construction, which typically takes 10 to 14 working days to be prepared and submitted.

- When a final report is 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.

SCHEDULING

CONTRACTOR's services shall be performed at the request of CITY's authorized field representative, who shall be responsible for coordinating CONTRACTOR's services within the construction schedule. CONTRACTOR requests at least 24-hours advance notice prior to the time of CONTRACTOR's services, in order to meet the Project needs. However, CONTRACTOR shall make every attempt to provide personnel, providing the personnel are available, for last minute requests for an expedited fee mutually agreed upon by the parties in writing.

EXHIBIT B

BUDGET, RATES AND SCHEDULE OF PAYMENT

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

CONTRACTOR proposes to provide Construction Inspection & Material Testing in accordance with the attached Master Fee Schedule of Rates. This proposal is not a "Not to Exceed" budget. CONTRACTOR's service is based on time and material.

CONTRACTOR shall utilize multi-licensed inspectors, whenever possible, to reduce Project inspection costs. CONTRACTOR shall not exceed the estimated budget amount without prior notification to CITY. CONTRACTOR shall provide monthly budget updates via email and with CITY's invoice at no extra charge.

CONTRACTOR's estimate 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:

- 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 arising from 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 of impact on the Project.

Contingency

A contingency for services outside the Scope of Work shall not exceed Eighteen Thousand Dollars (\$18,000) based on the rates set forth in this Exhibit.

CONTRACTOR'S ESTIMATED BUDGET

Proposal Prepared Using Project Plans dated 05/08/12 and Construction Schedule dated 11/28/11

Description		Qty	Unit	Rate	Amount
MATERIALS INSPECTION					
Concrete - Pads/Footings/Grade Beams	(Includes Rebar Inspection)	136	Hourly	\$ 75.00	\$ 10,200.00
Concrete - Slab-On-Grade / Decks	(Includes Rebar Inspection)	272	Hourly	\$ 75.00	\$ 20,400.00
Concrete - Misc (Non-Shrink Grout), Epoxy Bolts/Anchor Systems, etc.		24	Hourly	\$ 75.00	\$ 1,800.00
Masonry		320	Hourly	\$ 75.00	\$ 24,000.00
Shotcrete		304	Hourly	\$ 75.00	\$ 22,800.00

Structural Steel Erection (Includes Shoring)	240	Hourly	\$ 75.00	\$ 18,000.00
Structural Steel Fabrication Shop Inspection	200	Hourly	\$ 75.00	\$ 15,000.00
Non-Destructive Testing	32	Hourly	\$ 95.00	\$ 3,040.00

TOTAL ESTIMATED INSPECTION FEES \$ 115,240.00

LABORATORY MATERIALS TESTING

Rebar Bend & Tensile Tests #8 and Smaller	64	Sample	\$ 35.00	\$ 2,240.00
Rebar Bend & Tensile Tests #9 and Larger	18	Sample	\$ 45.00	\$ 810.00
Concrete Cylinder Compression Tests	76	Sample	\$ 21.00	\$ 1,596.00
Non-Shrink Grout Compression Tests	9	Sample	\$ 21.00	\$ 189.00
Non-Shrink Grout Molds	3	Sample	\$ 25.00	\$ 75.00
Grout Compression Test	32	Sample	\$ 21.00	\$ 672.00
Mortar Compression Tests	44	Sample	\$ 21.00	\$ 924.00
Masonry Prism Compression Tests	12	Sample	\$ 95.00	\$ 1,140.00
Shotcrete Core Compression Tests	24	Sample	\$ 35.00	\$ 840.00
Torque Wrench Equipment	15	Per Day	\$ 65.00	\$ 975.00

TOTAL ESTIMATED LABORATORY FEES \$ 9,461.00

PROJECT COORDINATION

Staff Engineer	2	Hourly	\$ 100.00	\$ 200.00
Project Manager - Field Supervisor	6	Hourly	\$ 95.00	\$ 570.00
Admin	4	Hourly	\$ 45.00	\$ 180.00

TOTAL PROJECT COORDINATION FEES \$ 950.00

TASK SUMMARY & TOTAL ESTIMATED FEES

Inspection Fees	\$ 115,240.00
Laboratory Testing Fees	\$ 9,461.00
Project Coordination	\$ 950.00
TOTAL	\$ 125,651.00

BUDGET EXHIBIT:

CONSTRUCTION MATERIAL MONITORING AND TESTING

Inspector – Concrete	\$ 74.00	Per Hour
Inspector – Concrete Batch Plant.....	\$ 74.00	Per Hour
Inspector – Concrete Post Tension	\$ 74.00	Per Hour
Inspector – Concrete Pre-stressed at Fabrication Shop	\$ 74.00	Per Hour
Inspector – Shotcrete	\$ 74.00	Per Hour
Inspector – Masonry	\$ 74.00	Per Hour
Inspector – Structural Steel and Welding	\$ 74.00	Per Hour
Inspector – Structural Steel at Fabrication Shop	\$ 74.00	Per Hour
Inspector – Fireproofing	\$ 74.00	Per Hour
Inspector - Med Gas	\$ 74.00	Per Hour
Inspector - Building Inspector.....	\$ 74.00	Per Hour
Inspector - Tagging and Sampling.....	\$ 74.00	Per Hour
Inspector – Glu-Lam Beams/Trusses at Fabrication Shop.....	\$ 95.00	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 6 oz
Non-Destructive Testing: Couplant.....	\$	60.00	Per gallon
Ground Penetrating Radar – Half Day (Includes Equipment).....	\$	900.00	Per ½ Day
Ground Penetrating Radar – Full Day (Includes Equipment).....	\$	1800.00	Per Day
Utility Locating – Half Day (Includes Equipment).....	\$	600.00	Per ½ Day
Utility Locating – Full Day (Includes Equipment).....	\$	1200.00	Per Day
Radiography Technician.....	\$	95.00	Per Hour
Radiography Truck.....	\$	125.00	Per Shift
Radiography Film.....	\$	0.15	Per Sq/In
Lab Technician - Torque or Schmidt Hammer Test.....	\$	74.00	Per Hour
Lab Technician - Pachometer (Includes equipment).....	\$	95.00	Per Hour
Lab Technician - Pull-Out Test on Splay Wires, Embedded Bolts/Anchors/Dowels (1 man & includes equipment).....	\$	95.00	Per Hour
Lab Technician - Pull-Out Test on Splay Wires, Embedded Bolts/Anchors and Dowels (2 man & includes equipment).....	\$	135.00	Per Hour
Lab Technician - Concrete or Masonry Coring - Floors (1 man & includes equipment).....	\$	95.00	Per Hour
Lab Technician - Concrete or Masonry Coring - Vertical and Overhead (2 man & includes equipment).....	\$	135.00	Per Hour
Floor Flatness Testing (Under 10,000 sq/ft).....	\$	600.00	Each
Floor Flatness (Over 10,000 sq/ft, Less than 20,000 sq/ft).....	\$	0.06	Sq/Ft
Floor Flatness (Over 20,000 sq/ft).....	\$	0.05	Sq/Ft

GEOTECHNICAL MONITORING

LA Deputy Inspector - Grading.....	\$	95.00	Per Hour
Soils Technician - Construction Observation and Testing.....	\$	72.00	Per Hour
Asphalt Technician - Construction Observation and Testing.....	\$	72.00	Per Hour
Technician – Pile Monitoring & Inspection.....	\$	72.00	Per Hour
Asphalt Coring (1 man & includes equipment).....	\$	110.00	Per Hour
Asphalt Coring (2 man & includes equipment).....	\$	135.00	Per Hour
Nuclear Gauge Equipment.....	\$	35.00	Per Day

LABORATORY TESTING SERVICES

ASTM Physical Characteristics

SOIL AND AGGREGATE

C29	Unit Weight.....	\$	45.00	Each
D4829	Expansion Index.....	\$	95.00	Each
C117, D1140	#200 Wash.....	\$	50.00	Each
C136	Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve).....	\$	85.00	Each
D1140, D422	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined.....	\$	185.00	Each
D4318	Atterberg Limits.....	\$	110.00	Each
D2435	Consolidation.....	\$	125.00	Each
D2419, CTM 217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three).....	\$	75.00	Each Set
C127	Specific Gravity and Absorption (Coarse Aggregate).....	\$	65.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate).....	\$	95.00	Each
D854	Specific Gravity (Soil).....	\$	95.00	Each
D2216	Moisture Content.....	\$	15.00	Each
D3080	Direct Shear (3 Points).....	\$	200.00	Each
D3080	Direct Shear Remolded sample (3 points).....	\$	280.00	Each
D1557-A,B	Maximum Density.....	\$	135.00	Each
D1557-C	Maximum Density.....	\$	145.00	Each
D2844, CTM 301	R-Value (3 Points).....	\$	300.00	Each
CTM 229	Durability Index (coarse & fine).....	\$	250.00	Each
CTM 229	Durability Index (coarse OR fine).....	\$	150.00	Each
C142	Clay Lumps & Friable Particles.....	\$	120.00	Each

CHEMICAL PROPERTIES

CTM 643	Resistivity.....	\$	75.00	Each
CTM 643	pH.....	\$	50.00	Each
CTM 417	Sulphate.....	\$	60.00	Each
CTM 422	Chloride.....	\$	60.00	Each
CTM 643, 417, 422	Corrosivity Series.....	\$	185.00	Each

ASPHALT CONCRETE

C192	Review of Existing Mix Design	\$	150.00	Each
D136	Gradation of Extracted Sample	\$	70.00	Each
D1188	Unit Weight – Molded Specimen or Cores	\$	45.00	Each
D2726, D6926	Compacted Maximum Density – MARSHALL	\$	175.00	Each
D5581	Field Mix – Marshall – Stability Per Point			Quote

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
C495	Lightweight Fill Concrete (3" x 6")	\$	21.00	Each
C42	Concrete Cores, 6" Max. Diameter, Includes Core Trim	\$	35.00	Each
C42	Shotcrete Cores, 6" Max. Diameter, Including Core Trim	\$	35.00	Each
C42	Gunit Cores, 6" Max. Diameter, Including Core Trim	\$	35.00	Each
C157	Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days)	\$	250.00	Set
C567	Unit Weight of Hardened Light Weight Concrete	\$	35.00	Each
C567	Unit Weight of Hardened Light Weight Concrete (Oven Dry)	\$	100.00	Each
C567	Equilibrium Density of Hardened Light Weight Concrete	\$	150.00	Each
C684	Rapid Cure Concrete Cylinders (Boil Method)	\$	40.00	Each
C157	Drying Shrinkage (3 Bars – Four Readings, Up To 90 Days)	\$	250.00	Set
C495	Lightweight Fill Concrete Density	\$	35.00	Each
C138	Density (Unit Weight) of Concrete	\$	30.00	Each
C173	Air Entrainment Test (Volumetric Method)	\$	35.00	Each
C231	Air Entrainment Test (Pressure Method – Non Lightweight Aggregate)	\$	35.00	Each
C78	Flexure Test 6" x 6" Beams	\$	85.00	Each
C496	Splitting Tensile 6" x 12" Cylinders	\$	85.00	Each
F1869	Measuring Moisture Vapor Emission Rate	\$	35.00	Each

MASONRY

BLOCK

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
C42	In Laboratory Core Cutting	\$	50.00	Each

BRICK

C67	Compression	\$	40.00	Each
C67	Modulus of Rupture	\$	50.00	Each
C67	Absorption, Soak	\$	30.00	Each
C67	Absorption, Boil	\$	30.00	Each
C67	Absorption, Saturation Coefficient	\$	40.00	Each
C67	Initial Rate of Absorption	\$	40.00	Each
C67	Efflorescence	\$	55.00	Each
C67	Efflorescence with Mortar	\$	65.00	Each

STEEL REINFORCING

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	Deformation Compliance	\$	55.00	Each
A615/A706	Cut To Size (for testing)	\$	10.00	Each
STEEL COUPLED WELDED REINFORCING				
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
STRUCTURAL STEEL				
A370/F606	Bolt Tensile Test	\$	55.00	Each
A370/F606	Bolt Proof Test	\$	45.00	Each
A370/F606	Nut Proof Test	\$	45.00	Each
A370/F606	Nelson Stud Tensile Test	\$	115.00	Each
A370/F606	Metal Deck Tensile Test (formed sheet metal)	\$	135.00	Each
E10	Brinell Hardness Test	\$	45.00	Each
E18	Rockwell Hardness Test	\$	45.00	Each
A370/F606	Coupon Tensile Test	\$	40.00	Each
A370/F606	Coupon Bend Test	\$	40.00	Each
A370/F606	Nut / Bolt / Washer Hardness Test	\$	45.00	Ea. Pc
A90	Metal Deck Coating	\$	115.00	Each
A370/F606	Machining & Preparation of Samples	\$	40.00	Each
PRESTRESS				
A416	Prestressed Strand (Yield / Tensile)	\$	125.00	Each
	Sample Preparation (Grease Removal)	\$	15.00	Each
FIREPROOFING				
UBC 43-8	Oven Dry Density	\$	45.00	Each
UBC 43-8	Adhesive/Cohesion Testing	\$	45.00	Each
ROOFING				
UBC 32-12	Tiles (Breaking Strength / Absorption)	\$	60.00	Each
	Mineral Shake – Flexural	\$	40.00	Each
	Mineral Shake – Absorption	\$	30.00	Each
	Tagging, Material Id and Sampling Tiles	\$	70.00	Per Hour
	Final Laboratory Roof/Tile Material Affidavit Report	\$	300.00	Each
MIX DESIGN				
C192	Review of Existing Mix Design, Determination of Proportions (3 Bus. Day Result)	\$	150.00	Each
C192	Review of Existing Mix Design, Determination of Proportions (Same Day Result)	\$	300.00	Each
WELD PROCEDURE AND WELDER QUALIFICATIONS				
	Review Existing Welding Procedure Specification (WPS) report	\$	150.00	Each
	Review Welding Procedure Qualification (PQR) report	\$	150.00	Each
	Observe Welder Qualification (AWS/CWI)	\$	88.50	Per Hour
	Weld Tensile Test Plate (1-inch thick or less)	\$	80.00	Each
	Weld Bend Test Plate (1-inch thick or less)	\$	55.00	Each
	Weld Macro Etch Plate (1-inch thick or less)	\$	70.00	Each
	Weld Tensile Test Rebar #3 through #9	\$	90.00	Each
	Weld Macro Etch Rebar #3 through #9	\$	70.00	Each
	Weld Tensile Test Rebar #10 through #14	\$	125.00	Each
	Weld Macro Etch Rebar #10 through #14	\$	110.00	Each
	Weld Tensile Test Rebar #18	\$	275.00	Each
	Weld Macro Etch Rebar #18	\$	180.00	Each
	X-Ray Plate or Rebar in Laboratory (1-inch thick or less)	\$	150.00	Each
FIELD EQUIPMENT CHARGE				
	Equipment - Torque Wrench	\$	65.00	Per Day
	Equipment - Skidmore Bolt Tension Calibrator	\$	150.00	Per Day
	Equipment - Skidmore Bolt Tension Indicator	\$	65.00	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 (Per Kit)	\$	35.00	Per Day
Equipment – Tile Test Kit (Per Kit)	\$	35.00	Per Day
Equipment – Unit Weight Kit: scale, bucket, plate, mallet, rod	\$	20.00	Per Day
Equipment – Air-Entrainment	\$	20.00	Per Day
Equipment – Windsor Probe	\$	15.00	Per Day
Equipment – Floor Flatness Meter	\$	200.00	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

EXCLUDED - SAMPLE PICK-UP CHARGES

Concrete, Grout, Mortar Cylinder	\$	7.00	Per Unit
Masonry, Shotcrete Cores	\$	7.00	Per Unit
Lightweight Fill Samples	\$	7.00	Per Unit
Shotcrete Field Sample ≤100 lbs.....	\$	60.00	Per Unit
Shotcrete Field Sample >100 lbs. each	\$	100.00	Per Unit
Prisms Masonry Sample ≤100 lbs. each	\$	60.00	Per Unit
Prisms Masonry Sample >100 lbs. each	\$	100.00	Per Unit
Concrete Masonry Unit Sample	\$	7.00	Per Unit
Grout Shrinkage Bars	\$	10.00	Per Unit
Drying Shrinkage Samples	\$	20.00	Per Unit
Block or Brick Samples	\$	7.00	Per Unit
Rebar and Prestressed Strand	\$	7.00	Per Unit
WPS and PQR Specimen Samples	\$	15.00	Per Unit
Roofing Material Samples	\$	7.00	Per Unit
Fireproofing Samples	\$	7.00	Per Unit
Bolt, Washer & Nut Unit Samples.....	\$	7.00	Per Unit
Nelson Stud Samples	\$	7.00	Per Unit
Pick Up Sample Trip Charge (2 hour minimum)	\$	50.00	Per Hour
After Hours Sample Pick Up Surcharge (including Holidays).....	\$	20.00	Per Unit

ADMINISTRATIVE SERVICES

Administrative Office Support Faxed	\$	50.00	Per Hour
Project Task Analysis & Tracking	\$	65.00	Per Hour
Report Faxed, Copied or Sent by US Mail.....	\$	1.50	Per Sheet
File Retrieval from Archive	\$	40.00	Per File
Express / Delivered	\$	Cost Plus 20%	

MISCELLANEOUS SUPPORT FEES

Test Rush Tracking	Cost Plus 15%
Subsistence Pay	Quote
Travel Cost (Out of town work)	Cost Plus 20%
Sample Disposal	Quote
Parking	Cost Plus 20%

ENGINEERING AND PROFESSIONAL SERVICES

Senior Engineer/ Senior Geologist	\$	130.00	Per Hour
Staff Engineer/Geologist	\$	100.00	Per Hour
Project Manager / Field Supervisor	\$	95.00	Per Hour
Administration	\$	45.00	Per Hour
Drafter	\$	60.00	Per Hour
Test Technicians Lab – Materials	\$	65.00	Per Hour
Test Technicians away from Lab (regular time per hour)	\$	75.00	Per Hour
Technician Report for Special Services / Off Site Testing.....	\$	200.00	Each
Certified Payroll Process per Project Invoice.....	\$	150.00	bi-monthly

Court Appearance (4-Hour Minimum)	\$ 350.00	Per Hour
Preparation for Court, Consultation (in our Office).....	\$ 250.00	Per Hour
Preparation for Court, Consultation (Out of our Office, 4-Hour Minimum)	\$ 250.00	Per Hour
Expert Witness Testimony (Corporate Officers and Engineers)		Quotation
Deposition (portal to Portal, 4-Hour Minimum).....	\$ 275.00	Per Hour

***REPORTS**

Final Materials Compliance Report	\$ 500.00	Each
Final Laboratory Verified Report (LVR) DSA-291 (Required for DSA Projects).....	\$ 500.00	Each
Final Special Inspection Verified Report (SIVR) DSA-292 (Required for DSA Projects).....	\$ 100.00	Each
Final Laboratory Roof/Tile Material Affidavit Report	\$ 300.00	Each
Final Radiography Summary Report	\$ 200.00	Each
Final GPR Summary Report.....	\$ 200.00	Each
Final Pachometer Summary Report	\$ 200.00	Each
Final Materials Testing Summary Report	\$ 200.00	Each
Final Insitu Bolt Tensile Report	\$ 200.00	Each
Final Insitu Ceiling Wire Report.....	\$ 200.00	Each
Interim Report from Engineer	\$ 500.00	Each
Final Grading / Compaction Report (Comprehensive)	\$ 2,500.00	**Each
Final Geotechnical Verified Report (GVR) DSA-293 (Required for DSA Projects)	\$ 1,000.00	**Each
Pad Certificate Report	\$ 1,500.00	**Each
Utility Trench Compaction Report.....	\$ 2,500.00	**Each
Wall Backfill Report	\$ 1,500.00	**Each
Monthly Interim In-Grading Report.....	\$ 1,000.00	**Each
Pile/Shoring Monitoring Report	\$ 2,000.00	**Each
Plan Review (Grading/ Foundation)	\$ 1,000.00	**Each

*The Fees indicated are the reports values and include senior engineer timing needed to review and stamp the report. Engineering staff and drafter times to prepare the reports are not included in the fees and will be billed separately and upon project's progress.

** Each report includes a set of 3 stamped volumes. Any extra duplication will cost \$150.00. The above indicated report fees are applicable unless quoted otherwise in project's specific proposal and contract.

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, as well as the cooperation and assertiveness of CITY's management staff.
1. 2 Project actual budget totals may vary. Estimated budget hours are based on 40 hours a week, 8 hours a day, Monday-Friday. CITY shall monitor the percentage of work remaining to assure inspections and testing is not greater than the estimated budget and adjusts the contractor's labor and scheduling to maintain the work completion schedule.
1. 3 A call scheduling inspection and testing beyond CONTRACTOR's estimated budget is deemed acceptance that CITY shall pay for additional services beyond CONTRACTOR's estimated budget.
1. 4 CITY recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by CONTRACTOR are NOT "guaranteed maximums," "lump sums," or "not-to-exceed totals". CITY shall be invoiced for all work performed and only for work performed based on CONTRACTOR's working conditions and hours as an attachment to their contract.
1. 5 CITY recognizes, if shop steel fabrication service is required, CONTRACTOR's estimate of hours, unless otherwise noted, is for one steel fabrication facility only.
1. 6 Additionally, any weekly overtime hours, Saturday or Sunday, double shift, and/or night shift differential for shop steel inspection are NOT included in CONTRACTOR's proposal.

1. Minimum Charges

2. 1 2-hour minimum: Inspector shows up; no work requested or performed.
2. 2 4-hour minimum: 1 to 4 hours.
2. 3 8-hour minimum: Work over 4 hours.
2. 4 NOTE: Less than 24 hour call-out notice may necessitate premium charges.

2. 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, Day after Thanksgiving, 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 6:00pm.

3. 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 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.

4. Travel Time and Mileage

5. 1 Travel time costs for soil monitoring and soil technicians will be invoiced at regular contracted billing rate.
5. 2 Mileage costs for soil monitoring and soil technicians will be invoiced at \$0.75 per mile.
5. 3 Portal-to-Portal travel time and mileage costs will apply for Engineers, Site Supervisors, and Consultants at the contracted billing rate, mileage will be invoiced at \$0.75 per mile. Portal-to-Portal is recognized as CONTRACTOR's office to work site and return.-
5. 4 For projects within a 100 mile radius: mileage costs for material inspectors/technicians will be invoiced at \$0.75 per mile after the first 50 miles. For projects in excess of 100 miles from a CONTRACTOR

office, travel time and mileage will be charged in addition to hours worked from CONTRACTOR's closest office.

5. 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 the next day for ICC, LA City or LA County jurisdictions, a premium cancellation fee will apply at the rate of \$75 per inspector or technician.

6. Expedite Fee

- 7. 1 All expedited and rush requests for inspections, lab work, test results, report reviews, etc. will be charged an expedite fee at 1.5 times the Master Fee Schedule of Rates.

7. Escalation Clause

- 8. 1 The prices quoted 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 our general administrative and overhead expenses each year thereafter. These adjusted charges shall become the agreed upon basis for charges by CONTRACTOR to the CITY.

8. Certified Payroll

- 9. 1 Certified payroll requests will have a processing fee applied for each project, billed at \$75 per payroll week.

9. Laboratory Testing

- 10. 1 A soils sample pick-up charge will be invoiced at regular billing rate with a 2-hour minimum.
- 10. 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.
- 10. 3 Samples requiring more than one person to handle due to oversize or weight, will incur an extra handling charge. Quotation will be provided for such services.

10. Reimbursable Expenses

- 11. 1 Outside Services performed by others and direct costs incurred on the CITY's behalf, will be charged at cost plus 15%.
- 11. 2 Project exclusive equipment or material will be invoiced at cost plus 15%.
- 11. 3 Business licenses or inspection jurisdiction fees for project specific requirements will be invoiced at cost plus 15%.
- 11. 4 If free parking is not available, parking charges will be charged to the CITY at cost plus 15%.
- 11. 5 Incidentals, including airfare, car rental, food, lodging, and parking, will be charged at cost plus 15% for out of area inspections unless provided by CITY.



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	B.I.	LIMITS	
					P.D.	AGGREGATE
	<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