

Council Meeting of
March 15, 2011

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: Public Works – Award of Consulting Services Agreement for the Del Amo Boulevard Extension, T-30, ESPLRSTP 5249-(021).
Expenditure: \$99,000**

RECOMMENDATION

Recommendation of the Public Works Director that City Council award a Consulting Services Agreement in the amount of \$99,000 and for a term through December 31, 2013 to Koury Geotechnical Services, Inc. to perform materials testing and geotechnical services for the Del Amo Boulevard Extension, T-30; Federal Project No. ESPLRSTP 5249-(021).

Funding

Funding for the Consulting Services Agreement is available from funds previously appropriated to the Del Amo Boulevard Extension, T-30. 69.5% (\$68,805) of the cost will be paid using T-30 METRO grant funds. The City's required grant match of 30.5% will be paid using T-30 Proposition 1B funds.

BACKGROUND AND ANALYSIS

In September 2010, Your Honorable Body approved a Public Works Agreement with SEMA Construction, Inc. to construct the Del Amo Boulevard Extension, T-30 ("T-30 Project"). Construction of the T-30 project requires materials testing and geotechnical services as a part of our quality control effort. It also is a requirement for using the approximately \$10.1M of federal-aid funds, previously approved for the T-30 Project.

Koury Geotechnical Services, Inc. ("Koury") has previously and successfully performed materials testing and geotechnical services for many public agencies and for similar projects. Koury is one of three testing firms evaluated and selected by staff for this project, based on their qualifications and competitive rates. Multiple testing firms must be used for the T-30 project for quality assurance and to comply with federal and state requirements.

It should be noted that the term of the proposed Agreement with Koury is until December 31, 2013. This is to accommodate the long construction schedule and to allow sufficient time to conduct additional materials testing and prepare any additional reports after construction that may be needed due to the use of federal funds. The proposed Consulting Services Agreement with Koury includes the needed materials testing and geotechnical services. Preliminary construction activities have begun and it is expected that the major construction activities will begin in April 2011.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Craig Bilezerian
Engineering Manager



Elizabeth Overstreet
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachment: A. Consulting Services Agreement – Koury Geotechnical Services

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Koury Geotechnical Services, Inc. , a California corporation (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide materials testing and geotechnical services for the Del Amo Boulevard Extension, T-30; FEDERAL PROJECT NO. ESPLRSTP 5249-(021).
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONSULTANT**
CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.
2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 31, 2013.
3. **COMPENSATION**
 - A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$99,000 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of

CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Shawn Ariannia, Vice President

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may 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.

10. **BUSINESS LICENSE**

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. **CARE OF WORK**

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONSULTANT's time pertaining to the project, and records of accounts between CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. **INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, including, without limitation those arising from the breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply to the extent of CONSULTANT's contributing negligence, recklessness, or willful misconduct even in the event of concurrent negligence on the part of CITY, the City council, each member thereof, present and future, or its officers, agents and employees. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the concurrent negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the CITY's share of responsibility. CONSULTANT will be entitled in the event of a determination of CITY's responsibility to reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation reflecting the CITY's proportionate share of such expenses.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. **INSURANCE**

- A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
 4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory
- C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. **SUFFICIENCY OF INSURERS AND SURETIES**

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of

any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. **CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. **NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT: Koury Geotechnical Services, Inc.
14280 Euclid Avenue
Chino, CA 91710
ATTN: Shawn Ariannia
Fax: (909) 993-1300

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **CONSULTANT'S AUTHORITY TO EXECUTE**

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement;

and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a Municipal Corporation

Koury Geotechnical Services, Inc.
a California corporation

Frank Scotto, Mayor

By: _____
Shawn Ariannia
Vice President

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 10/29/2008

EXHIBIT A**SCOPE OF SERVICES**

The consultant will provide the City materials testing and geotechnicals services for the Del Amo Blvd Extension, T-30 as required for its construction. Services provided will be in accordance with industry standards and charged per the rates listed in Exhibit B of this Agreement. The total amount of this Agreement is a projection of needed services and may change, based on project need. However, the total amount of the Agreement will not increase, unless amended by the City Council.

EXHIBIT B
COMPENSATION SCHEDULE

DEL AMO BLVD EXTENSION, T-30

SUMMARY OF COMPENSATION SCHEDULE for KOURY

DESCRIPTION		AMOUNT
OFFICE/ADMIN		\$ 10,000.00
MATERIALS TESTING - LABORATORY		\$ 12,000.00
TECHNICIANS IN FIELD		\$ 77,000.00
TOTAL		\$ 99,000.00

NOTE: The above table is a summary of services by category that are needed for the project. The amount is a projection based on the project needs and may change. However, the total contract amount will not increase, unless amended by the City Council.

**MASTER SCHEDULE OF FEES
KOURY GEOTECHNICAL SERVICES, INC.
Del Amo Blvd. Extension- Phase 2
Koury Project No 10-0439**

Technician - Travel time to job site or other testing location	\$45.00 per hour
--	------------------

GEOTECHNICAL MONITORING – PREVAILING WAGES RATES

Technician - Soils	\$ 72.00	Per Hour
Technician - Asphalt	\$ 72.00	Per Hour
Technician – Pile Monitoring & Inspection	\$ 75.00	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
Drilling – Hollow Stem Auger (6-8" diameter) (Minimum \$1000/day)	\$ 25.00	Per Ft of Depth
Drilling – Mud Rotary Wash Drilling (Minimum \$1000/day)	\$ 28.00	Per Ft of Depth
Drilling – Cone Penetration Test	\$ 3200.00	Per 8 Hr Shift

ENGINEERING AND PROFESSIONAL SERVICES

Senior Engineer/ Senior Geologist	\$ 130.00	Per Hour
Staff Engineer/Geologist	\$ 100.00	Per Hour
Administration	\$ 50.00	Per Hour
Drafter	\$ 60.00	Per Hour

SOIL AND AGGREGATE**CLASSIFICATION & PHYSICAL CHARACTERISTICS****ASTM, CTM**

C138	Unit Weight	\$ 15.00	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
D422	Hydrometer Analysis only	\$ 125.00	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 (subgrade and soils)	\$ 135.00	Each
D1557-C	Maximum Density (CMB, CAB, coarse material)	\$ 145.00	Each
D2844, CTM 301	R-Value (3 Points)	\$ 300.00	Each
CTM 229	Durability Index (fine and coarse)	\$ 250.00	Each
CTM 229	Durability Index (fine or coarse)	\$ 150.00	Each
C142	Clay Lumps and Friable Particles	\$ 120.00	Each
C40	Organic Impurities in Fine Aggregates for Concrete	\$ 40.00	Each

CHEMICAL PROPERTIES**CTM**

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

ASPHALT CONCRETE**ASTM**

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
D6927	Field Mix – Marshall – Stability Per Point	\$ 175.00	Each

**Master Fee Schedule of Rates
Koury Proposal No. 10-0439**

Effective Date: January 1, 2010

***REPORTS**

Final Grading / Compaction Report (Comprehensive)	\$ 1,500.00	**Each
Final Geotechnical Verified Report (GVR) DSA-293 (<i>Required for DSA Projects</i>)	\$ 1,000.00	**Each
Pad Certificate Report	\$ 1,500.00	**Each
Utility Trench Compaction Report	\$ 1,500.00	**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)	\$ 2000.00	**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.

Effective Date: January 1, 2010

MASTER SCHEDULE OF FEES
Koury Geotechnical Services, Inc.
Del Amo Blvd. Extension- Phase 2
Koury Project No 10-0439

CONSTRUCTION SERVICES**Materials –Prevailing Wage Rates**

Inspector – Concrete	\$	72.00	Per Hour
Inspector – Concrete Batch Plant	\$	72.00	Per Hour
Inspector – Concrete Post Tension	\$	72.00	Per Hour
Inspector – Concrete Pre-stressed at Fabrication Shop	\$	72.00	Per Hour
Inspector – Shotcrete	\$	72.00	Per Hour
Inspector – Masonry	\$	72.00	Per Hour
Inspector – Structural Steel and Welding	\$	72.00	Per Hour
Inspector – Structural Steel at Fabrication Shop	\$	72.00	Per Hour
Inspector – Fireproofing	\$	85.00	Per Hour
Inspector – Glu-Lam Beams/Trusses at Fabrication Shop	\$	85.00	Per Hour
Non-Destructive Testing: Ultrasonic, Dye Penetrant, or Magnetic Particle Inspection	\$	85.00	Per Hour
Non-Destructive Testing: Dye Penetrant, Developer, Cleaner	\$	15.00	Per Can
Non-Destructive Testing: Magnetic Particle Powder	\$	20.00	Per 6oz
Non-Destructive Testing: Couplant	\$	60.00	Per gallon
Ground Penetrating Radar – Half Day (Includes Equipment)	\$	900.00	Per ½ Day
Ground Penetrating Radar – Full Day (Includes Equipment)	\$	1800.00	Per Day
Ground Penetrating Radar – Mapping	\$		Quote
Radiography Technician	\$	125.00	Per Hour
Radiography Truck	\$	95.00	Per Shift
Radiography Film	\$	0.15	Per Sq/In
Lab Technician - Pachometer (Includes equipment)	\$	65.00	Per Hour
Lab Technician - Pull-Out Test on Splay Wires, Embedded Bolts/Anchors/Dowels (1 man & includes equipment)	\$	85.00	Per Hour
Lab Technician - Pull-Out Test on Splay Wires, Embedded Bolts/Anchors and Dowels (2 man & includes equipment)	\$	125.00	Per Hour
Lab Technician - Concrete or Masonry Coring - Floors (1 man & includes equipment)	\$	85.00	Per Hour
Lab Technician - Concrete or Masonry Coring - Vertical and Overhead (2 man & includes equipment)	\$	125.00	Per Hour
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

LABORATORY MATERIAL TESTING SERVICE**CONCRETE**

C39	Concrete Cylinders Compression Test (6" x 12")	\$	20.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity)	\$	500.00	Each
C495	Lightweight Fill Concrete (3" x 6")	\$	20.00	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	Gunite 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
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
C486	Splitting Tensile 6" x 12" Cylinders	\$	65.00	Each
F1869	Measuring Moisture Vapor Emission Rate	\$	35.00	Each

MASONRY**BLOCK****A.S.T.M.**

C780	Mortar Cylinders (2" x 4")	\$	20.00	Each
C109	Mortar Cubes (2" x 2")	\$	20.00	Each
C1019	Grout Prisms (3" x 6")	\$	20.00	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

Master Fee Schedule of Rates
Koury Proposal No. 10-0439

Effective Date: January 1, 2010

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

A.S.T.M.

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

A.S.T.M.

A615/A706	Tensile No. 8 Bar and Smaller	\$	35.00	Each
A615/A706	Tensile No. 9 To 11 Bar	\$	45.00	Each
A615/A706	Tensile No. 14 Bar	\$	70.00	Each
A615/A706	Bend Test No. 8 Bar and Smaller	\$	35.00	Each
A615/A706	Bend Test No. 9 To 11 Bar	\$	45.00	Each
A615/A706	Bend No.14 Bar	\$	70.00	Each
A615/A706	Bend / Tensile Test No. 18	\$	250.00	Each
A615/A706	Chemical Analysis	\$	300.00	Each
A615/A706	Deformation Compliance	\$	55.00	Each
A615/A706	Cut To Size (for testing)	\$	10.00	Each

STEEL

COUPLED WELDED REINFORCING

A.S.T.M.

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

STRUCTURAL STEEL

A.S.T.M.

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

A.S.T.M.

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

**Master Fee Schedule of Rates
Koury Proposal No. 10-0439**

Effective Date: January 1, 2010

WELD PROCEDURE AND WELDER QUALIFICATIONS

Review Existing Welding Procedure Specification (WPS)	\$	150.00	Each
Review Welding Procedure Qualification (PQR)	\$	150.00	Each
Observe Welder Qualification (AWS/CWI)	\$	68.00	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

MIX DESIGN

A.S.T.M.

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

SAMPLE PICK UP CHARGES

Concrete, Grout, Mortar Cylinder	\$	7.00	Each
Masonry, Shotcrete Cores	\$	7.00	Each
Lightweight Fill Samples	\$	7.00	Each
Shotcrete Field Sample ≤100 lbs.	\$	60.00	Each
Shotcrete Field Sample >100 lbs. each	\$	100.00	Each
Prisms Masonry Sample ≤100 lbs. each	\$	60.00	Each
Prisms Masonry Sample >100 lbs. each	\$	100.00	Each
Concrete Masonry Unit Sample	\$	7.00	Each
Grout Shrinkage Bars	\$	10.00	Each
Drying Shrinkage Samples	\$	20.00	Each
Block or Brick Samples	\$	7.00	Each
WPS and PQR Specimen Samples	\$	15.00	Each
Roofing Material Samples	\$	7.00	Each
Fireproofing Samples	\$	7.00	Each
Bolt, Washer & Nut Unit Samples	\$	7.00	Each
Nelson Stud Samples	\$	7.00	Each

Steel Reinforced Bar & Pre-stressed:

Sampling and Tagging at Fabricator's Plant (within 50-miles of Laboratory) –

No Special Inspector Required

6:30 a.m. to 5:00 p.m. - per sample	\$	7.00	Each
Before 6:30 a.m. after 5:00 p.m. - per sample	\$	25.00	Each
Sundays and Holidays	\$	25.00	Each
Minimum Sample Charge per Trip	\$	50.00	Each

Sampling and Tagging at Fabricator's Plant (within 50-miles of Laboratory) –

Special Inspector Required

6:30 a.m. to 5:00 p.m. - per sample	\$	7.00	Each
Before 6:30 a.m. after 5:00 p.m. - per sample	\$	20.00	Each
Sundays and Holidays	\$	20.00	Each

Minimum 4-Hour charge per trip at Special Inspector Rate.

Pick up Sample Trip Charge (per trip & 2-hr minimum)	\$	50.00	Each
--	----	-------	------

FIELD EQUIPMENT CHARGE

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

LABORATORY HOURS

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

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

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

**Master Fee Schedule of Rates
Koury Proposal No. 10-0439**

Effective Date: January 1, 2010

REPORTS

Final Materials Compliance Report	\$	500.00	Each
Final Laboratory Verified Report (LVR) DSA-292 <i>(Required for DSA Projects)</i>	\$	500.00	Each
Final Special Inspection Verified Report (SIVR) DSA-291 <i>(Required for DSA Projects)</i>	\$	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
GPR Mapping	\$	Quote	
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

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%

PROFESSIONAL SERVICES

Registered Professional Engineer	\$	130.00	Per Hour
Staff Engineer	\$	100.00	Per Hour
Project Manager / Field Supervisor	\$	95.00	Per Hour
Administration	\$	45.00	Per Hour
Test Technicians Lab	\$	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

Terms and Conditions

The charges for services and General Terms and Conditions set forth below will govern the provision of services and will constitute the contract terms between the Owner or Owner's Representative (Client) and Koury Geotechnical Services, Inc (KGS) unless the Client and KGS have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall control.

1. Anticipated Costs

Section omitted. Refer to Contract Compensation Schedule

- 1.1. KGS estimates a budget to assist the client with code required inspections and testing based upon information provided by the client. KGS'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 client'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. Client 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 KGS's estimated budget is deemed acceptance that Client will pay for additional services beyond KGS's estimated budget.
- 1.4. Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by KGS are NOT "guaranteed maximums," "lump sums," or "not-to-exceed totals".
- 1.5. Client will be invoiced for all work performed and only for work performed based on KGS's working conditions and hours as an attachment to their contract.
- 1.6. Additionally, any weekly overtime hours, Saturday or Sunday, double shift, and/or night shift differential are **NOT** included in KGS's proposal.

2. Minimum Charges

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

3. Working Hours

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

4. Shift Differential

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

5. Travel Time and Mileage

- 5.1. Travel time and mileage costs for soil monitoring and soil technicians will be invoiced at regular contracted billing rate of \$45.00/hr from our closest office. (No extra charge for mileage)

Effective Date: January 1, 2010

5.2. Portal-to-Portal travel and mileage costs will apply for Engineers, Site Supervisors, and Consultants Portal-to-Portal is recognized as KGS Office to work site and return.

6. Scheduling and Cancellations

6.1. A 24-hour notice is required when scheduling an inspection or technician. For same day scheduling or scheduling after 2:00pm the preceding day, if a technician is available, a premium expedite fee of \$75 per inspector or technician will apply.

7. Expedite Fee

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

8. Escalation Clause

8.1. The prices quoted 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 the 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 KGS to the Client.

9. Laboratory Testing

9.1. Inspection unit rates proposed do not include material sample laboratory testing & sample pick-up charges. A soils/material sample pick-up charge of \$ 45.00 per hour with a 2-hour minimum will be billed.

9.2. Material samples will be discarded after testing, unless notification by Client has been made to KGS's laboratory prior to testing. If Client requires the samples to be retrieved or stored at KGS's laboratory for an extended duration of time, arrangements can be made, but at an additional cost. Quotation will be provided for such services.

10. Reimbursable Expenses

10.1. Outside Services performed by others and direct costs incurred on the Client's behalf, will be charged at cost plus 10%.

10.2. Business licenses or inspection jurisdiction fees for project specific requirements will be invoiced at cost plus 10%.

10.3. If free parking is not available, parking charges will be charged to the Client at cost plus 10%.

10.4. Incidentals, including airfare, car rental, food, lodging, and parking, will be charged at cost plus 10% for out of area inspections unless provided by Client.

11. Terms of Payment

Section omitted. Refer to Contract Section 3 "Compensation"

11.1. Client agrees invoices rendered for professional or technical services will be prepared bi-monthly and are due upon presentation.

11.2. All invoice errors or necessary corrections shall be submitted to KGS within Fifteen (15) days of receipt of invoice, thereafter customer acknowledges invoice is correct and valid for payment due to KGS.

11.3. Invoices will be deemed delinquent if not paid within thirty (60) days from date of invoice, and will be subject to a late payment charge of 1.5% of the invoice total for each month unpaid.

11.4. In the event, an attorney is needed for collection, Client is responsible for reimbursing attorney's fees and or court costs.

11.5. KGS reserves the right to terminate services to a client without notice if client's account is past due more than thirty (30) days. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable to KGS. Client waives any and all claims against KGS, its subsidiaries, affiliates, servants, and agents in connection with termination of work/services pursuant to this agreement.

12. Insurance

- 12.1. KGS carries all insurance required *by law*. Additional costs for waiver of subrogation, extra insurance certificates, coinsurance endorsements or additional insurance will be invoiced to the client at \$150 each.

13. Final Reports

- 13.1. Depending on the project complexity and length of KGS services performed, this process can require a minimum of ten (10) business days for completion. If there are exceptions, the final report review can require an extended length of time to complete.
- 13.2. Report fee is will be based on Master Fee Schedule of Rates.
- 13.3. Client is required to send KGS written request for all final project reports via fax, email, or US mail.
- 13.4. KGS will release final report to client once account, including cost of final report, is paid in full.

14. Service Authorization

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

15. Proposal Valid Duration

- 15.1. This proposal is valid for a period of 30 days from proposal date.

Prior to execution of Contract, Koury shall provide proof of Insurance per Contract Section 17 "Insurance". Subsequently, when insurance policies are renewed or modified, Koury shall provide to City a copy at no extra cost.

General Conditions omitted and do not apply. Refer to Contract language.
--

Effective Date: January 1, 2010

General Conditions**1. Indemnification**

In the event of any claim against KGS by any party other than Client, Client agrees to hold KGS, including its shareholders, officers, directors, employees, agents, and representatives, free and harmless of any from, and to indemnify and defend KGS against, any and all liability, claims, causes of action, demands, judgments, losses, damages, expenses, or cost (including, but not limited to, all costs and fees of litigation) of every kind, nature and description, including but not limited to, any and all demands arising by reason of injury or death to person or damage to property, real or personal, including loss of use thereof, economic loss or loss damages otherwise arising directly or indirectly out of the obligations herein undertaken, or out of operations conducted by client, however caused or alleged to have been caused, even if due to acts, errors, omissions or negligence, active, affirmative or passive of KGS, except for such losses or damages arising out of or caused by the sole negligence or willful misconduct of KGS.

2. Limitation of Liability

Client and KGS agree to limit the liability, including but not limited to, for consequential damages, of KGS, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions, breaches of contract, or negligence, active, affirmative, passive, concurrent or sole, on the part of KGS, arising directly or indirectly from the performance of the professional services under this agreement, to Client to \$10,000 or an amount equal to KGS's fee, whichever is greater.

Client agrees and understands that, in order to provide the professional services requested at the agreed upon fees, this agreement does not provide full liability of KGS losses or damages which may arise directly or indirectly under this agreement. Client further understands that should Client require KGS to accept exposure to greater liability under this agreement, Client has the opportunity to negotiate in advance a higher limitation of liability, or to eliminate entirely such limit of liability, but that the higher fees commensurate with this higher risk of liability to KGS shall be subject to agreement. Client agrees that this provision limiting KGS's liability cannot be modified, altered, or varied except by written instrument signed by Client and KGS.

Client understands and agrees that KGS is not an insurer; that this agreement does not provide Client with insurance coverage by KGS or anyone acting on its behalf; that all fees hereunder are based solely on the value of the professional services to be provided by KGS; that insurance, if any, shall be obtained by Client at Client's sole expense

3. Warranty of Authority to Sign

The person signing this contract warrants that he/she has the authority to sign on behalf of the client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she is personally liable for all breaches of this contract and that, in any action against him/her of such warranty, a reasonable attorney's fee shall be included in judgment rendered.

4. Dominant Terms

The terms and conditions of this Agreement shall take precedents over any terms and conditions which may appear in Client's purchase order, approval or acceptance. Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the agreement between KGS and Client and are not binding upon KGS. The terms and conditions of this agreement may not be varied or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of KGS. If Client's terms are different, a statement of worth will be provided with updated terms and conditions.

Language in this page does not apply. Refer to Contract language.

Master Fee Schedule of Rates
Koury Proposal No. 10-0439

Effective Date: January 1, 2010

The **Master Schedule of Fees, Terms & Conditions and General Conditions** set forth will be governed by State of California laws, provision of services and will constitute as contract agreement between Client and Koury Geotechnical Services, Inc. (KGS) unless the Client and KGS have executed a written contract with respect to such services, in which case the written contract shall control.

Client's Representative's Name (Print)

Shawn Arianna, P.E., G.E.

KGS's Representative's Name

Title

Vice President

Title

Signature
Date

Signature
Date

Company

Koury Geotechnical Services, Inc.

Company

Billing Address

17800 S. Main Street, Ste. 300
Gardena, CA 90248

Address