



**GEOTECHNICAL & SEISMIC ENGINEERING,
CONSTRUCTION INSPECTION &
MATERIALS TESTING SERVICES**



November 20, 2018

Michael Otavka
Director of Facilities, Planning & Construction
Wm. S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

Subject: **Geotechnical Inspection & Material Testing**
Koury Proposal No. 18-1081
Saugus High School | Building D - Auto Shop Improvement

Dear Mr. Otavka:

Koury Engineering & Testing submits this proposal for the Saugus High School | Building D - Auto Shop Improvement project. Our proposal is based on the enclosed Estimated Budget Breakdown and Master Fee Schedule of Rates.

We are fully prepared and committed to respond to the needs of this project as well as the schedule for completion. Koury has two full-service geotechnical and materials testing laboratories located in Chino and Gardena. Koury is licensed by the Division of the State Architect (DSA), City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency.

SCOPE OF SERVICES

Our project engineer reviewed the following documents for the "Auto Shop Improvement at Saugus High School" project:

1. A set of project Architectural Plans for Auto Shop Improvement at Saugus High School; Prepared by Architecture Plus Inc. dated 08/28/2018.

Based on our review of the schedule, we understand that the project consists Auto Shop Improvement at Saugus High School. The construction will include concrete slab on grade, and new lift supported by concrete foundation.

Geotechnical aspects of this project consist of subgrade preparation for the flatworks, and footing excavation.

During construction, Koury will provide geotechnical observation including material testing to verify that the work performed generally comply with the project's requirements, specifications and plans.



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Our proposed services include the following:

- Reviewing plans, reports and project specifications;
- Performance of periodic site visits and observation by Koury Engineering Staff for quality assurance purposes;
- Observing and testing compaction during grading operations, including removal and re-compaction of fills
- Documenting removal areas and depths
- Observing and testing compaction of subgrades for flatwork
- Performing required soil laboratory tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project
- Preparing, upon receiving the client's written request, Koury will prepare one final report documenting our observations and tests during construction.

Koury realizes each client's project needs are different and upon request, we can provide the following services:

- Attend pre-construction meetings.
- Attend weekly meetings.
- Respond to Reviewing Agencies.

It is generally the client responsibility to provide us a complete (approved) set of drawings before commencement of the job. The drawings should bear the approval stamp of the reviewing agency (i.e. County, City, DSA, etc.). Furthermore, a copy of all "Soils Report Approval Letters" issued by the reviewing agency having jurisdiction over the project should be provided to us prior to the start date of the project.

At the time this proposal was prepared no detailed construction schedule was available. A more accurate estimate can be prepared when a final construction schedule is available. Furthermore, the estimate is based on quantities and/or scales shown on the plans. 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

Koury will not be responsible for any delay imposed to the project by unforeseen situation or by responding to reviewing agencies and/or probable lag time within reviewing agencies. Koury will strive to stay within the project's schedule and/or reduce the time of impact on the project.

ESTIMATED FEES

We propose to provide Geotechnical Inspection & Material Testing in accordance with the attached Master Fee Schedule of Rates and Terms & Conditions. This proposal is not a "Not to Exceed" budget. Our service is based on time and material.

Koury will utilize multi-licensed inspectors, whenever possible, to reduce project inspection costs. We will not exceed the estimated budget amount without prior notification. Koury provides monthly budget updates via email and with your invoice at no extra charge. We submit for your consideration our estimated budget in the amount of \$5,189.20.



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SCHEDULING

Our services will be performed at the request of your authorized field representative, who will be responsible for coordinating our services within the construction schedule. We request at least 24-hours advance notice prior to the time of our services, in order to meet the project needs. However, we will make every attempt to provide personnel, providing the personnel are available, for last minute requests for an expedited fee.

Attached is our Koury Contact Listing, which provides you with our dispatch office hours, specific information required to schedule inspections, and contact telephone numbers. Please provide this listing to your authorized field representative.

CLOSURE

Our services will be performed in accordance with generally accepted professional engineering principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request.

To provide authorization to proceed, please sign the attached Terms and Conditions and, forward a complete copy of this proposal with an original signature to our office prior to our first visit to the site.

Please do not hesitate to contact Dan Thompson, Business Development Manager, at (909) 606-6111 ext. 204 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Dan Thompson
Business Development Manager
dant@kouryengineering.com
www.kouryengineering.com



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How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial **(909) 606-6111**, and choose **option 2**. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **18-1081**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core?

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	(909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	(909) 606-6111 ext 501
Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	(909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	(909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	(909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Andria Lopez, AR Supervisor	(909) 606-6111 ext 802
Business Development Manager Dan Thompson	(909) 606-6111 ext 204

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Auto Shop Improvement at Saugus High School: Proposal Prepared Using Plans 08/28/2018

Description	Qty	Unit	Rate	Amount
Geotechnical Monitoring				
Soils Technician - Construction Observation and Testing				
Flatworks Subgrade Compaction Testing	12	Hourly	\$ 90.00	\$ 1,080.00
Grading (Fill & Scarification)	12	Hourly	\$ 90.00	\$ 1,080.00
Nuclear Gauge	4	Daily	\$ 35.00	\$ 140.00
Mileage	560	Mile	\$ 0.57	\$ 319.20
LABORATORY SOILS TESTING				
Geotechnical Laboratory Testing - Max Density, Sieve Analysis , etc.		Estimate		\$ 500.00
TOTAL ESTIMATED GEOTECHNICAL MONITORING & TESTING FEES				\$ 3,119.20
PROJECT COORDINATION				
Final Geotechnical Verified Report DSA-293	1	Report	\$ 1,000.00	\$ 1,000.00
Senior Engineer	2	Hourly	\$ 180.00	\$ 360.00
Staff Engineer	2	Hourly	\$ 160.00	\$ 320.00
Project Manager - Field Supervisor	2	Hourly	\$ 120.00	\$ 240.00
Admin	2	Hourly	\$ 75.00	\$ 150.00
TOTAL PROJECT COORDINATION FEES				\$ 2,070.00
Task Summary and Total Estimated Fees				
Geotechnical Inspection Fees				\$ 3,119.20
Project Coordination				\$ 2,070.00
				\$ 5,189.20

MASTER SCHEDULE OF FEES

Prevailing Wage

INSPECTORS

Materials Inspector	(Concrete, Masonry, Structural Steel and Welding, Fireproofing, Shotcrete)	\$	88.00	Per Hour
Building Inspector	(Wood Construction)	\$	88.00	Per Hour
Building Inspector	(MEP)	\$	88.00	Per Hour
Specialty Inspector	(Glu-Lam Beams/Trusses at Fab Shop/Med Gas/ Add. Specialty Inspections)	\$	Quote	Per Hour
Soils Inspector	(Soils, Asphalt, Piles)	\$	90.00	Per Hour
Soils Inspector	(LA Deputy Grading Inspector)	\$	95.00	Per Hour
Nuclear Gauge Equipment		\$	35.00	Per Day
Soils Inspector Mileage		\$	0.57	Per Mile
Soils Inspector Travel Time (portal to portal)				Equal to Rate of Service

NON-DESTRUCTIVE TESTING AND ADDITIONAL SERVICES

Lab Technician - 1 man & equipment (Torque, Pull, Pachometer, Schmidt Hammer, Coring)	\$	110.00	Per Hour
Asst. Lab Technician	\$	85.00	Per Hour
Non-Destructive Testing: UT, PT, MT	\$	95.00	Per Hour
Ground Penetrating Radar – Technician	\$	250.00	Per Hour
Utility Locating – Technician	\$	175.00	Per Hour
Asst. Technician - (GPR and Utility Locating)	\$	110.00	Per Hour
Radiography Technician	\$	95.00	Per Hour
Radiography Truck	\$	195.00	Per Shift
Radiography Film	\$	0.15	Per Sq/In
Non-Destructive Testing: Couplant and Dye Penetrant	\$	60.00	Per gallon
Parking (if necessary)	\$	Cost Plus	20%
Travel Time	\$		Equal to Rate of Service
Mileage	\$	0.75	Per Mile

FIELD EQUIPMENT CHARGE AND CONSUMABLES

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 – Truck Charge	\$	55.00	Per Day
Equipment – Epoch	\$	Quote	Per Day
Equipment – Coring	\$	Quote	Per Day
Equipment - Relative Humidity Probes	\$	55.00	Per Probe
Isotope Depletion 314	\$	18.00	Each
Hazardous Waste Disposal	\$	15.00	Each

LABORATORY HOURS AND TESTING SERVICES

Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday. Break results available at 8:00 a.m.
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
Pick Up Sample Trip Charge (2 hour minimum)	\$	50.00	Per Hour
After Hours Pick Up Sample Trip Charge	\$	100.00	Per Hour

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
D2216	Moisture Content Quick #200	\$	30.00	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
D3744, CT 229	Durability Index for Coarse Aggregates	\$	150.00	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")	\$	22.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity)	\$	350.00	Each
C495	Lightweight Fill Concrete (3" x 6")	\$	22.00	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	Guniting 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 Set
C173	Air Entrainment Test (Volumetric Method).....	\$	35.00	Each Set
C231	Air Entrainment Test (Pressure Method – Non Lightweight Aggregate).....	\$	35.00	Each Set
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
F2170	Relative Humidity Probe.....	\$	55.00	Each
A615	Chemical Analysis.....	\$	300.00	Each
F2170	Relative Humidity	\$	55.00	Each
C42	In Laboratory Core Cutting.....	\$	50.00	Each

MASONRY

BLOCK

C780	Mortar Cylinders (2" x 4")	\$	22.00	Each
C109	Mortar Cubes (2" x 2").....	\$	22.00	Each
C1019	Grout Prisms (3" x 6")	\$	22.00	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	\$	55.00	Each
A615/A706	Tensile No. 9 To 11 Bar	\$	55.00	Each
A615/A706	Tensile No. 14 Bar	\$	70.00	Each
A615/A706	Bend Test No. 8 Bar and Smaller	\$	55.00	Each
A615/A706	Bend Test No. 9 To 11 Bar	\$	55.00	Each
A615/A706	Bend No.14 Bar	\$	70.00	Each
A615/A706	Bend / Tensile Test No. 18	\$	250.00	Each
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

FLOOR FLATNESS

Price Includes 1 technician and equipment

Floor Flatness (Under 10,000 ft)	\$	Quotation	
Floor Flatness Final Report	\$	200.00	Each
Additional Technician (if necessary)	\$	95.00	Per Hour

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)	See Materials	Inspector Rate	
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

ENGINEERING AND PROFESSIONAL SERVICES

Senior Engineer/ Senior Geologist	\$	180.00	Per Hour
Staff Engineer/Geologist	\$	160.00	Per Hour
Project Manager / Field Supervisor	\$	120.00	Per Hour
Administration	\$	75.00	Per Hour
Drafter	\$	85.00	Per Hour
Test Technicians Lab – Materials	\$	85.00	Per Hour
Certified Payroll	\$	75.00	Per Week
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
Interim Report from Engineer	\$	500.00	Each
Review of Existing Mix Design, Determination of Proportions (3 Bus. Day Result)	\$	150.00	Each
Review of Existing Mix Design, Determination of Proportions (Same Day Result)	\$	300.00	Each
Report for Special Services / Off Site Testing	\$	200.00	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
Extra Stamped Reports	\$	150.00	Each

MINIMUM HOURLY CHARGES

Minimum charges will apply for 2, 4 & 8 hour blocks defined as follows:

- 2-hour minimum: Inspector shows up, no work requested or performed
- 4-hour minimum: 1 to 4 hours.
- 8-hour minimum: Work over 4 hours.

Note: Less than 24-hour call-out notice may necessitate premium charges.

Charges For Service and Contract Terms Prevailing Wage Projects

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 Engineering and Testing, Inc (KET) unless the Client and KET 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

- 1.1. KET estimates a budget to assist the client with code required inspections and testing based upon information provided by the client. KET'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 KET's estimated budget is deemed acceptance that Client will pay for additional services beyond KET's estimated budget.
- 1.4. Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by KET are NOT "guaranteed maximums," "lump sums;" or "not-to-exceed totals". Client will be invoiced for all work performed and only for work performed based on KET's working conditions and hours as an attachment to their contract.
- 1.5. Client recognizes, if shop steel fabrication service is required, KET'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 KET's proposal.

2. Minimum Charges

- 2.1. 2-hour minimum: Inspector shows up; no work requested or performed.
- 2.2. 4-hour minimum: 1 to 4 hours.
- 2.3. 8-hour minimum: Work over 4 hours.
- 2.4. NOTE: Less than 24 hour call-out notice may necessitate premium charges.

3. Working Hours

- 3.1. Regular Time: First 8 hours, Monday-Friday
- 3.2. Time and One-Half Hours: Hours over 8 -12 Monday-Friday, and first 12 Hours on Saturday; Double Time: All hours worked after 12, Monday-Saturday, Sunday, and Holidays.
- 3.3. KET 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 5:00pm.

4. Shift Differential

- 4.1. Second (Swing Shift)-Eight (8) hours will be charged for 7.5 hours worked. Time worked in excess of 7.5 hours will be billed at time and one-half rate.
- 4.2. 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 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 \$0.57 per mile.
- 5.3. Portal-to-Portal travel time and mileage costs will apply for Engineers, Site Supervisors, Technicians (including Utility Locating and NDT) and Consultants at the contracted billing rate, mileage will be invoiced at \$0.57 per mile. Portal-to-Portal is recognized as KET's office to work site and return.
- 5.4. ~~EXCLUDED - Projects within a 50-mile radius: Travel time costs for material inspectors/technicians will be invoiced at regular contracted billing rate.~~
- 5.5. For projects within a 100 mile radius: mileage costs for material inspectors/technicians will be invoiced at \$0.57 per mile after the first 50 miles. For projects in excess of 100 miles from a KET office, travel time and mileage will be charged in addition to hours worked from KET's closest office.

6. Scheduling and Cancellations

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

7. Expedite Fee

- 7.1. All expedited and rush requests for, mix design reviews, WPS reviews, RFI responses, lab work, test results, report reviews, etc. will be charged an expedite fee at 1.5 times the Master Fee Schedule of Rates. Standard turn-around time is 5 business days.

8. 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 Koury to the Client.

9. Certified Payroll

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

10. Laboratory Testing

- ~~10.1. EXCLUDED - Inspection unit rates do not include material sample laboratory testing & sample pick-up charges. A material sample pick-up charge will apply of \$7 per sample and 2-hour minimum pick-up charge at the rate of \$50 per hour.~~
- 10.2. A soils sample pick-up charge will be invoiced at regular billing rate with a 2-hour minimum.
- 10.3. Unless otherwise agreed, all samples or test specimens will be disposed of or destroyed upon completion of testing. If Client requires samples to be retrieved or stored, arrangements can be made at an additional cost. Quotation will be provided for such services.
- 10.4. 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.

11. Reimbursable Expenses

- 11.1. Outside Services performed by others and direct costs incurred on the Client'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 Client 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 Client.

12. Terms of Payment

- 12.1. Client agrees invoices rendered for professional or technical services will be prepared bi-weekly and are due upon presentation.
- 12.2. All invoice errors or necessary corrections shall be submitted to KET within Fifteen (15) days of receipt of invoice; thereafter customer acknowledges invoice is correct and valid for payment due to KET.
- 12.3. Invoices will be deemed delinquent if not paid within thirty (30) 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.
- 12.4. In the event, an attorney is needed for collection, Client is responsible for reimbursing attorney's fees and or court costs.
- 12.5. KET 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 KET. Client waives any and all claims against KET, its subsidiaries, affiliates, servants, and agents in connection with termination of work/services pursuant to this agreement.

13. Insurance

- 13.1. KET 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.

14. Final Reports

- 14.1. When final report is required, KET must first review all inspection and material testing reports; KET will address and clear up any unresolved issues on these reports, typically with the Architect or Engineer of Record.
- 14.2. Depending on the project complexity and length of KET 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.
- 14.3. Report fee is as negotiated per contract. An additional charge will incur for every report processed per permit number associated with the project. Engineer will be billed at \$150 per hour.
- 14.4. Client is required to send KET written request for all final project reports via fax, email, or US mail.
- 14.5. Final reports are as stated, but not limited to: Final Material Compliance Report and Final Grading / Compaction Report.
- 14.6. KET will release final report to client once account, including cost of final report, is paid in full.
- 14.7. Review of mix designs, WPS's, RFI's, interim reports, welder qualifications, etc. is subject to a standard turn-around time of 5 business days from date of request. Anything sooner than that will necessitate an expedite fee.

15. Service Authorization

- 15.1. 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 KET in writing to their authorized representative. Otherwise all service requests are billable

16. Proposal Valid Duration

- 16.1. Proposed Master Fee Schedule of Rates, Terms & Conditions and General Conditions stated within are valid for 30 days from proposal date.

General Conditions

1. Indemnification

In the event of any claim against KET by any party other than Client, Client agrees to hold KET, including its shareholders, officers, directors, employees, agents, and representatives, free and harmless of any from, and to indemnify and defend KET 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 KET, except for such losses or damages arising out of or caused by the sole negligence or willful misconduct of KET.

2. Limitation of Liability

Client and KET agree to limit the liability, including but not limited to, for consequential damages, of KET, 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 KET, arising directly or indirectly from the performance of the professional services under this agreement, to Client to \$10,000 or an amount equal to KET'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 KET losses or damages which may arise directly or indirectly under this agreement. Client further understands that should Client require KET 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 KET shall be subject to agreement. Client agrees that this provision limiting KET's liability cannot be modified, altered, or varied except by written instrument signed by Client and KET.

Client understands and agrees that KET is not an insurer; that this agreement does not provide Client with insurance coverage by KET or anyone acting on its behalf; that all fees hereunder are based solely on the value of the professional services to be provided by KET; 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 KET and Client and are not binding upon KET. 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 KET. If Client's terms are different, a statement of worth will be provided with updated terms and conditions.



Saugus High School | Building D - Auto Shop Improvement

18-1081

The Master Fee Schedule of Rates, 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 Engineering & Testing, Inc. (KET) unless the Client and KET have executed a written contract with respect to such services, in which case the written contract shall control.

Client's Signature

Koury Representative Signature

Title

Title

Date

Date



Corporate Office:

14280 Euclid Ave
Chino, CA 91710

Branch Office:

17800 S. Main St. Ste. 302
Gardena, CA 90248

