



KOURY
PASSION INTEGRITY QUALITY

City of Hermosa Beach | On-Call Geotechnical Services

Fee Schedule

**City of Hermosa Beach
Department of Public Works**

**Request for Qualifications (RFQ) No. 20-01
On-Call Geotechnical Services
in the
City of Hermosa Beach, California**

FEE SCHEDULE



MASTER SCHEDULE OF FEES

Prevailing Wage

INSPECTORS

Materials Inspector	(Concrete, Masonry, Structural Steel and Welding, Fireproofing, Shotcrete)	\$	48.00	Per Hour
Building Inspector	(Wood Construction)	\$	58.00	Per Hour
Building Inspector	(MEP)	\$	58.00	Per Hour
Inspector of Record	(IOR, In-Plant, DSA/OSHDP)	\$	125.00	Per Hour
Specialty Inspector	(Glu-Lam Beams/Seismic Resistance/EIFS/Firestopping/Trusses at Fab Shop/Med Gas)	\$	Quote	Per Hour
Soils Inspector	(Soils, Asphalt, Piles)	\$	65.00	Per Hour
Soils Inspector	(LA Deputy Grading Inspector)	\$	95.00	Per Hour
Nuclear Gauge Equipment		\$	35.00	Per Day
Soils Inspector Mileage		\$	0.75	Per Mile
Soils Inspector Travel Time (portal to portal)				Equal to Rate of Service (Standard Overtime Rates Apply)

NON-DESTRUCTIVE TESTING AND ADDITIONAL SERVICES

Lab Technician - 1 man & equipment (Torque, Pull, Pachometer, Schmidt Hammer, Coring)	\$	115.00	Per Hour
Asst. Lab Technician	\$	85.00	Per Hour
Non-Destructive Testing: UT, PT, MT	\$	115.00	Per Hour
Radiography Technician	\$	Quote	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%	
Mileage	\$	0.75	Per Mile
Travel Time	\$		Equal to Rate of Service (Standard Overtime Rates Apply)

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	\$	30.00	Each
Hazardous Waste Disposal	\$	27.00	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
Materials Pick Up Sample Trip Charge (2 hour Minimum)	\$	55.00	Per Trip
After Hours Pick Up Sample Trip Charge	\$	100.00	Per Hour

ASTM Physical Characteristics

SOIL AND AGGREGATE

C29	Unit Weight.....	\$	70.00	Each
D4829	Expansion Index	\$	150.00	Each
C117, D1140	#200 Wash	\$	100.00	Each
C136	Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve)	\$	125.00	Each
D1140, D422	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	\$	210.00	Each
D4318	Atterberg Limits	\$	160.00	Each
D2435	Consolidation	\$	195.00	Each
D2419, CTM 217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	\$	125.00	Each Set
C127	Specific Gravity and Absorption (Coarse Aggregate).....	\$	125.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate)	\$	170.00	Each
D854	Specific Gravity (Soil).....	\$	125.00	Each
D2216	Moisture Content.....	\$	25.00	Each
D3080	Direct Shear (3 Points).....	\$	265.00	Each
D3080	Direct Shear Remolded sample (3 points).....	\$	320.00	Each
D1557-A,B	Maximum Density	\$	200.00	Each
D1557-C	Maximum Density	\$	210.00	Each
D2844, CTM 301	R-Value (3 Points).....	\$	300.00	Each
CTM 229	Durability Index (coarse)	\$	375.00	Each
CTM 229	Durability Index (fine).....	\$	375.00	Each
C142	Clay Lumps & Friable Particles.....	\$	120.00	Each
D3744, CT 229	Durability Index for Coarse Aggregates	\$	375.00	Each

CHEMICAL PROPERTIES

CTM 643	Resistivity	\$	75.00	Each
CTM 643	pH	\$	60.00	Each
CTM 417	Sulfate	\$	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	\$	175.00	Each
D136	Gradation of Extracted Sample	\$	70.00	Each
D1188	Unit Weight – Molded Specimen or Cores.....	\$	70.00	Each
D2726, D6926	Compacted Maximum Density – MARSHALL.....	\$	210.00	Each
D5581	Field Mix – Marshall – Stability Per Point.....		Quote	

CONCRETE

C39	Concrete Cylinders Compression Test (6" x 12")	\$	32.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity)	\$	350.00	Each
C495	Lightweight Fill Concrete (3" x 6")	\$	32.00	Each
C42	Shotcrete/Gunite Cores, 6" Max. Diameter	\$	45.00	Each
C42	Gunite Cores, 6" Max. Diameter, w/ Core Trim	\$	45.00	Each
C42	Pick-Up Trip Charge (2 hours at \$50)	\$	100.00	Each
C42	In Laboratory Core Cutting.....	\$	50.00	Each
C157	Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days).....	\$	250.00	Set
C567	Unit Weight of Hardened Light Weight Concrete	\$	75.00	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).....	\$	75.00	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

MASONRY

BLOCK

C780	Mortar Cylinders (2" x 4")	\$	32.00	Each
C109	Mortar Cubes (2" x 2").....	\$	32.00	Each
C1019	Grout Prisms (3" x 6")	\$	32.00	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 12"	\$	195.00	Each

C1314	Pick-Up Trip Charge (2 hours at \$50)	\$	100.00	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 Up to No. 11 Bar	\$	55.00	Each
A615/A706	Tensile No. 14 Bar	\$	70.00	Each
A615/A706	Bend Test Up to No. 11 Bar	\$	55.00	Each
A615/A706	Bend No. 14 Bar	\$	70.00	Each
A615/A706	Bend / Tensile Test No. 18	\$	250.00	Each Set
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 Up to No. 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
F1554	Anchor Bolt Assembly Testing (Milling, Tensile, Chemical Analysis)	\$	1,000.00	Each
PRESTRESS				
A416	Prestressed Strand & Preparation (Yield / Tensile)	\$	145.00	Each
FIREPROOFING				
E605	Oven Dry Density	\$	45.00	Each
E736	Adhesive/Cohesion Testing	\$	45.00	Each
ROOFING				
C1167	Tiles (Breaking Strength / Absorption)	\$	60.00	Each
C1459	Mineral Shake – Flexural	\$	40.00	Each
C1459	Mineral Shake – Absorption	\$	30.00	Each
Applicable Code	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 Testing	\$	150.00	Per Hour
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
Monthly Materials Compliance Report	\$	150.00	Each
Final Laboratory Verified Report (LVR) DSA-291 (Required for DSA Projects)	\$	500.00	Each
Interim Verified Report (LVR) DSA-291 or DSA 293 (Required for DSA Projects)	\$	100.00	Each
Interim Report from Engineer	\$	500.00	Each
Review of Existing Mix Design, Determination of Proportions (3-5 Bus. Day Result)	\$	150.00	Each
Review of Existing Mix Design, Determination of Proportions (1-2 Bus. 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.
- 1.7. An Administration fee of 4% will be applied on monthly invoice and a 3% credit card processing fee is applied when invoice is paid by credit card.

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; overtime applies.
- 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, Technicians (including Utility Locating and NDT) and Consultants at the contracted billing rate, mileage will be invoiced at \$0.75 per mile. Portal-to-Portal is recognized as KET's office to work site and return.
- 5.4. For projects in excess of 100 miles from a KET office, travel time, mileage and subsistence allowance 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 \$150 per payroll month.

10. Laboratory Testing

- 10.1. 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.
- 10.2. 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 20%.
- 11.2. Project exclusive equipment or material will be invoiced at cost plus 20%.
- 11.3. Business licenses or inspection jurisdiction fees for project specific requirements will be invoiced at cost plus 20%.
- 11.4. If free parking is not available, parking charges will be charged to the Client at cost plus 20%.
- 11.5. Incidentals, including airfare, car rental, food, lodging, and parking, will be charged at cost plus 20% 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 \$190 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.



City of Hermosa Beach | On-Call Geotechnical Services

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

