

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
KOURY ENGINEERING & TESTING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 26th day of July, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KOURY ENGINEERING & TESTING, INC., a California corporation ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide materials testing and specialty inspection services for the Police Department Range Remodel and Upgrades Project (City Project No. 22-03), as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibits "A" and "B" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposal, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B (the "Fee Schedule"). Consultant's total compensation shall not exceed Thirty-Two Thousand Eighty-Six Dollars (\$32,086.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on July 25, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) additional one (1) year period upon mutual written agreement of the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

#### 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars

(\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**IF TO CONSULTANT:**

Koury Engineering & Testing, Inc.  
14280 Euclid Avenue  
Chino, CA 91710  
Tel: (909) 606-6111 ext. 209  
Attn: James Garcia

**IF TO CITY:**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5222  
Attn: Bobby Fouladi

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever

any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render

any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding,

then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

  
Signature

Date: 7/29/2022

David Quesada, Chief Strategy Officer  
[Name and Title]

**CITY OF COSTA MESA**

  
Carol Molina  
Purchasing Officer

Date: August 10, 2022

**ATTEST:**

  
for Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

  
Kimberly Hall Barlow  
City Attorney

Date: 8/17/22



APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: 8/17/22

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bobby Fouladi  
Project Manager

Date: 8.17.22

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: 8-17-22

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**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Carol Molina  
Purchasing Officer

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSAL**



June 2, 2022

**SUBJECT: REQUEST FOR PROPOSAL FOR SPECIALTY INSPECTION AND MATERIALS TESTING FOR THE CONSTRUCTION OF THE COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE, CITY PROJECT 22-03.**

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the services of a qualified specialty inspection and materials testing firm who can provide specialty inspection, testing, analysis, and structural assessment, during the construction of the Costa Mesa Police Department Indoor Range Upgrade, City Project 22-03.

**I. SCOPE OF WORK**

The City is advertising a construction contract to upgrade The City of Costa Mesa Police Department indoor firing range in the basement of the Police Department facility at 99 Fair drive. The construction scope includes range upgrades, new targeting systems, new range master offices, storage areas, and accessibility upgrades to restrooms, an elevator, and parking lot areas that serve the basement of the facility. Per structural plans for this construction, special inspections and material testing are required.

The City's Building inspectors will conduct general building code compliance inspections and sign off(s). The Specialty and Deputy Inspectors will work with the Contractor, City Project Manager, and City Building Inspectors to conduct the special inspections of structural materials and installations called for in design plans and by the City's Building Department.

This RFP is for a specialty inspection and material testing contract that includes but is not limited to; inspection of post-installed concrete anchors in hardened concrete, inspection of structural steel materials, structural welding inspection, high strength bolting inspection, strength testing, 3D concrete scanning for rebar, T-bar ceiling seismic restraint testing, materials lab testing, etc. The successful firm will be on-call and available within 24-48 hours of notification by the City's Project Manager to perform the required testing and inspections.

Plans and specifications for this project can be downloaded online through the PlanetBids portal at: <http://pbsystem.planetbids.com/portal/45476/bo/bo-detail/94003> or through the City's website at [www.costamesaca.gov/rfp](http://www.costamesaca.gov/rfp).

Review the construction plans, specifications and amendments and provide a Specialty Inspection and Material Testing Plan. As a separate document, please also provide an overall project cost proposal that includes hourly rates and fees along with your company fee schedule.

Construction is anticipated to take place over 7 months. However, the specialty inspections are expected to take place over a shorter 3-4 month time-period and are tentatively scheduled to begin at the start of next year.

**A. Minimum Consultant Qualifications:**

The key project staff, furnished by the consultant and sub-consultants, must have at least five years' prior experience on similar types of projects. All consultants responding to this Request for Proposals (RFP) are evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedules, adequate staffing, and responsiveness to the needs and concerns of the City of Costa Mesa.

Specialty and Deputy Inspectors and consultant personnel working on site will require the following certifications and security clearances prior to starting work at the Police Department facility:

- ICC certification for the different inspections they are performing.
- Registration with the City of Costa Mesa Building Department as a Special Inspector.
- Live Scan background checks. The City of Costa Mesa Police Department will waive their "roll fee". However, the Federal and State fees will be paid by the Consultant for each inspector working on the project.

**II. CONTENT OF PROPOSAL**

In order to maintain uniformity among proposals furnished by consultants, all proposals shall include the following:

- 1) **A project specific Specialty Inspection and Material Testing Plan** with a statement of project understanding containing any suggestions to improve or expedite the project. The plan will provide an estimated number of inspection hours, number of tests, types of inspections, types of tests, and types of materials inspected. It should also include a general approach to manage the project, as well as key project staff qualifications, and a listing of similar projects. Any special scheduling or project concerns the City should be made aware of will be included in the project specific plan.

The listing of similar projects shall include: project descriptions, year completed, project cost, agency/client names, as well as contacts and telephone numbers for each project.

- 2) **Project Cost Proposal and Fee Schedule.** The proposal shall include all the estimated inspection/testing hours and number of tests with hourly rates and fees for all services to include, but not be limited to, the following:
  - Specialty & Deputy inspection services, clerical and lab staff time, and project management.
  - Field material testing and analysis per project plans and specs.
  - Laboratory material testing and analysis per project plans and specs.
  - Acceptance sampling on an as needed basis.
  - STEEL: Structural steel inspections/testing for welding, steel anchors, anchor bolts, reinforcing steel, steel brackets, high strength bolting, steel materials, and x-ray locations of existing rebar in existing concrete.
  - CONCRETE: testing and inspections per plans and specifications including concrete compliance testing, x-ray inspection and rebar locations, concrete epoxy inspections.

**Special provisions:** Mileage and travel time shall be billed as part of hourly rate. 4 hour minimum shifts shall include a 1 hour maximum for all travel time and mileage. For any shift over 4 hours but under 8 hours the actual inspector time on site + 1 hour max for travel time and mileage shall be warranted.

All personnel and deputy inspectors working on site will require a Live Scan background check. The federal and state fees for the Live Scan shall be paid by the bidding consultant.

**Any questions shall be submitted to Bobby.fouladi@costamesaca.gov by end of the day Friday, June 17, 2022.**

**Please submit an electronic copy of your project specific Special Inspection and Material Testing Plan and a separate electronic copy of your Proposal and Fee Schedule by the end of the day Friday, June 24, 2022:**

Bobby Fouladi, Senior Engineer  
City of Costa Mesa  
Public Services Department  
Bobby.fouladi@costamesaca.gov  
(Cell) 714.566.4152

### **III. PROFESSIONAL SERVICES AGREEMENT**

- A. A sample of the required Professional Services Agreement is enclosed for your information (Exhibit A). The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.
- B. No reduction of professional services, as stated in both the City's RFP and the consultant's submitted proposal, will be allowed.

### **IV. INSURANCE REQUIREMENTS**

A certificate of insurance is enclosed for your reference (Exhibit B). Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive, worker's compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

### **V. SCOPE OF CONSULTANT SERVICES**

- A. Provide special inspection and material testing.
- B. Confer with City staff during the progress of the project, for appropriate guidance and coordination.
- C. Provide hardcopy and electronic file of all inspection reports, testing results, corrections, and approvals.
- D. Submit a monthly report of all activities to the City's Project Manager.
- E. Attend a monthly meeting with City staff and the City's construction contractor as required.

**VI. CITY RESPONSIBILITIES**

The City of Costa Mesa will be responsible for providing all available maps, plans, reports, and records on file.

**VII. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSALS**

Each consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful consultant engineer of the obligations to carry out the provisions of the contract.

**VIII. RIGHT TO REJECT ALL PROPOSALS**

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. All costs incurred in the preparation of the proposal, the submission of additional information, and/or any aspect of a proposal, prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals and documents submitted to the City of Costa Mesa become the City's property for its own use as deemed necessary.

**IX. SUMMARY**

Your participation is greatly appreciated by the City. It is the intent of this RFP to establish the minimum consultant services required by the City. To assist in your preparation, this RFP was categorized into sections stating the specific requirements of the City. It is the intent of the City to select a consultant and award a contract. All insurance documents must be submitted and approved prior to the award of the contract.

Attachments:     Exhibit A – Professional Services Agreement  
                          Exhibit B – Certificate of Insurance

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**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

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# CITY OF COSTA MESA

PROPOSAL TO PROVIDE:  
SPECIALTY INSPECTIONS AND MATERIAL TESTING  
FOR THE:  
CONSTRUCTION OF THE COSTA MESA POLICE  
DEPARTMENT INDOOR RANGE UPGRADE



## KOURY

**Point of Contact:**

**James Garcia**

**Business Development Manager**

**C| 951.207.3276**

**O| 909.606.6111**

**E| [JamesG@KouryEngineering.com](mailto:JamesG@KouryEngineering.com)**



June 24th, 2022

**PROPOSAL NO. 22-0399**

Bobby Fouladi, Senior Engineer  
City of Costa Mesa  
Public Services Department  
77 Fair Drive  
Costa Mesa, CA 92626

**SUBJECT: RFP #22-03 FOR SPECIALTY INSPECTION AND MATERIALS TESTING | CONSTRUCTION OF THE COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE**

Dear Mr. Tsui:

Koury Engineering & Testing, Inc. (Koury), a California Corporation, appreciates the opportunity to submit this proposal to provide the City of Costa Mesa Material Testing and Special Inspection Services. We are providing a estimated budget breakdown, master fee schedule of rates, staffing plan and approach.

Koury has an established presence in Southern California and carries over 30 years of experience in all facets of material testing and special inspection services working with Cities, School Districts, Public Utilities, Hospital OSHPD, and Private Industries. We operate a full-service geotechnical and materials testing laboratory and are licensed by the Division of the State Architect, U.S. Army Corps of Engineers, City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency.

**EFFECTIVE MANAGEMENT FROM PAST EXPERIENCE**

Koury believes that effective management, technical supervision, and deployment of engineers, inspectors, and technicians are essential to the successful construction of this project. Therefore, closely teaming with WDI and the specified construction manager, Koury will prudently employ its engineers and multi-carded inspection staff to ensure timely and thorough construction inspection and laboratory testing of construction materials.

Doing so allows us to control any critical workload issue that would arise. Koury is constantly undertaking projects of all sizes, from minor repair projects to complete campus modernization and large new construction projects.

## BUDGET CONTROL

Koury uses Salesforce™ customer relationship management (CRM) software to track all projects. As your project starts, Salesforce™ enables our team to follow all the stages of your project. This allows our project managers to track the available budget in alignment with the remaining schedule. Our project managers review their project budget and schedule status weekly to ensure that everything is on track and address any anomalies as they arise.

We present an itemized budget summary on a monthly basis with their invoices, ensuring complete visibility on the project's testing and inspection budget. Our project manager will notify the City on any discrepancies, and will alert the appropriate representative when we are within 25%, 50% and 75% of the original allocated budget.

At each budget milestone the manager will assess the available budget in alignment with the remaining schedule. If a scope item (i.e. Shop Welding) is going to run over, and adversely affect the overall project budget our project manager will notify the City. Then a meeting may be scheduled to discuss the additional hours required to complete the scope item. This allows the City's management team to make adjustments in the budget as required. Further, Koury will not exceed the contracted budget without an approved change order from the City or an authorized representative.

## TERMS

- No additional charge for first request of certified payroll. Additional copies of certified payroll will be billed accordingly.
- Travel time will not be billed for this project, only mileage.
- 2-hour minimum charge if no work is performed but an inspector has been scheduled.
- Inspector on site will perform required amount of test in field, the City of Costa Mesa will not pay for any field testing rather the hourly rate for the inspector on-site. The City of Costa Mesa will pay for each individual test performed at Koury's laboratory.
- A 3% administrative fee will not be applied to monthly invoices. All invoices will be based on time, tests and materials only.

## CLOSING

We are confident we have the qualified personnel and resources necessary to conduct Deputy Inspections and Materials Testing on the Costa Mesa Police Department's Indoor Range Upgrade.

Throughout the proposal process, James Garcia, Business Development Manager will be the City's main point of contact. He can be contacted at (951) 207-3276 or via email at: [Jamesg@kouryengineering.com](mailto:Jamesg@kouryengineering.com).

Regards,

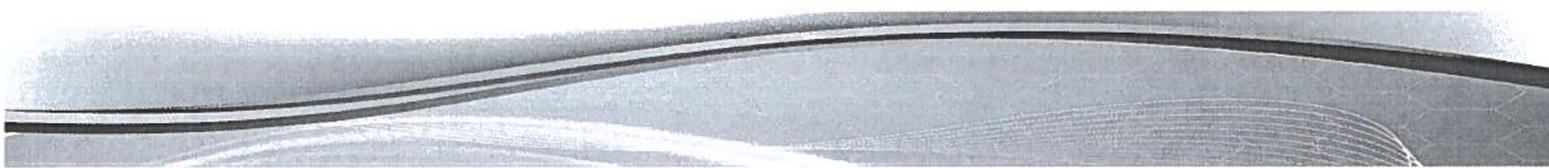
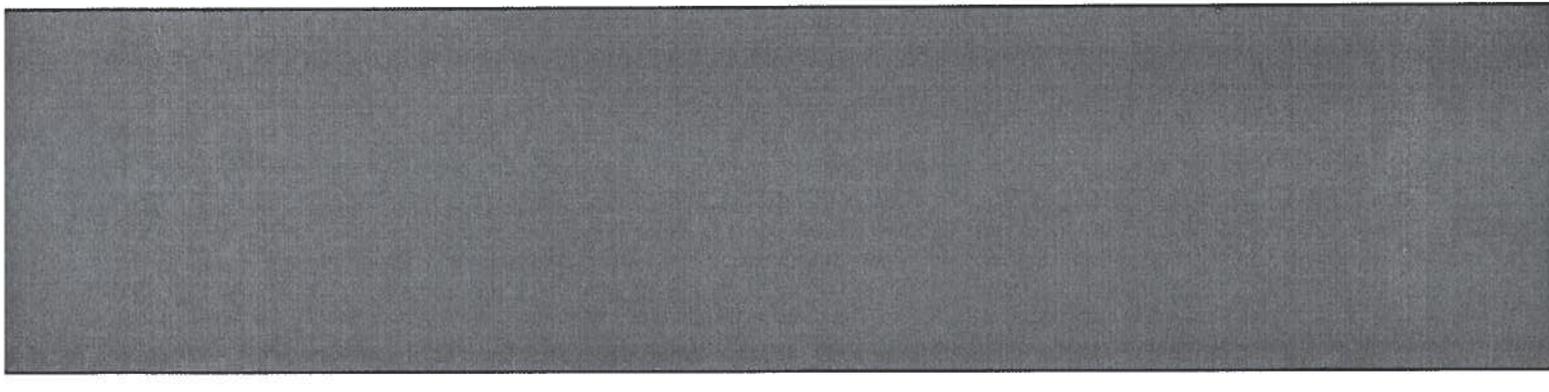
**KOURY ENGINEERING, INC.**

*James Garcia*

James Garcia  
Business Development Manager

DIR#1000007497

# 5 - PROJECT COST PROPOSAL & FEE SCHEDULE



**Estimated Hourly Budget Breakdown**  
**Construction Material Inspection and Materials Testing**  
**City of Costa Mesa - Police Department Indoor Range Upgrades**  
**Koury Proposal No. 22-0399**

Description	Qty	Unit	Rate	Amount
<b>MATERIALS INSPECTION</b>				
Building Inspector (MEP/Wood)	36	Hourly	\$ 99.00	\$ 3,564.00
Concrete Inspector - Misc, Epoxy Bolts/Anchor Systems, etc.	80	Hourly	\$ 99.00	\$ 7,920.00
Field CWI/Structural Steel/Bolting Inspector	44	Hourly	\$ 99.00	\$ 4,356.00
Ground Penetrating Radar – Full Day (Includes Equipment)	12	Hourly	\$ 200.00	\$ 2,400.00
Pull Test Technician - Splay Wires & Epoxy Anchors, Etc.	28	Hourly	\$ 170.00	\$ 4,760.00
<b>TOTAL ESTIMATED MATERIALS INSPECTION FEES</b>				<b>\$ 23,000.00</b>
<b>LABORATORY MATERIALS TESTING</b>				
ASTM C39 Concrete Cylinder Compression Tests	40	Sample	\$ 32.00	\$ 1,280.00
ASTM C109 High Strength Grout Test	18	Sample	\$ 32.00	\$ 576.00
ASTM C109 High Strength Grout Molds	6	Daily	\$ 25.00	\$ 150.00
ASTM A615/A706 Rebar Bend Tests	4	Sample	\$ 65.00	\$ 260.00
ASTM A615/A706 Rebar Tensile Tests	4	Sample	\$ 65.00	\$ 260.00
Review Existing Welding Procedure Specification (WPS) Report	2	Sample	\$ 150.00	\$ 300.00
Pick up Sample Trip Charge	12	Hourly	\$ 55.00	\$ 660.00
<b>TOTAL ESTIMATED LABORATORY FEES</b>				<b>\$ 3,486.00</b>
<b>PROJECT COORDINATION &amp; REPORTING</b>				
Final Material Inspection Compliance Report	1	Each	\$ 500.00	\$ 500.00
Admin	10	Hourly	\$ 75.00	\$ 750.00
Staff Engineer/Staff Geologist	10	Hourly	\$ 135.00	\$ 1,350.00
Project Manager - Field Supervisor	20	Hourly	\$ 150.00	\$ 3,000.00
<b>TOTAL PROJECT COORDINATION &amp; REPORTING FEES</b>				<b>\$ 5,600.00</b>
<b>TASK SUMMARY &amp; TOTAL ESTIMATED FEES</b>				
Materials Inspection Fees			\$	23,000.00
Laboratory Materials Testing			\$	3,486.00
Project Coordination & Reports			\$	5,600.00
			\$	<b>32,086.00</b>



# KOURY

## Prevailing Wage Fee Schedule - Subject to Change July, 2023

### INSPECTORS

Materials Inspector	(Concrete, Masonry, Structural Steel and Welding, Fireproofing, Shotcrete).....	\$	98.00	Per Hour
Building Inspector	(Wood Construction).....	\$	99.00	Per Hour
Building Inspector	(MEP).....	\$	99.00	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).....	\$	100.00	Per Hour
Soils Inspector	(Soils, Asphalt, Piles).....	\$	100.00	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).....	\$	195.00	Per Hour
Asst. Lab Technician .....	\$	85.00	Per Hour
Non-Destructive Testing: UT, PT, MT .....	\$	140.00	Per Hour
Radiography Technician*.....	\$	115.00	Per Hour
* Additional Technician Required .....	\$	100.00	Per Hour
Radiography Truck.....	\$	195.00	Per Shift
Radiography Film.....	\$	0.15	Per Sq/In
Non-Destructive Testing: Couplant and Dye Penetrant.....	\$	18.00	Per Can
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 .....	\$	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 .....	\$ 210.00	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	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") .....	\$ 45.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test ≤8" x 8" x 16" .....	\$ 195.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test >8" x 8" x 12" .....	\$ 210.00	Each
C140	Moisture Content as Received each .....	\$ 50.00	Each

**Koury Engineering and Testing, Inc.**  
**Prevailing Wage Fee Schedule - Subject to Change July, 2023**

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
<b>BRICK</b>				
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
<b>STEEL REINFORCING</b>				
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
<b>STEEL COUPLED WELDED REINFORCING</b>				
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
<b>STRUCTURAL STEEL</b>				
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
<b>PRESTRESS</b>				
A416	Prestressed Strand & Preparation (Yield / Tensile) .....	\$	145.00	Each
<b>FIREPROOFING</b>				
E605	Oven Dry Density.....	\$	45.00	Each
E736	Adhesive/Cohesion Testing .....	\$	45.00	Each
<b>ROOFING</b>				
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**

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; 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 3:00pm 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 3:00pm 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. 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. Final Reports**

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. Client is required to send KET written request for all final project reports via fax, email, or US mail.
- 12.5. Final reports are as stated, but not limited to: Final Material Compliance Report and Final Grading / Compaction Report.
- 12.6. KET will release final report to client once account, including cost of final report, is paid in full.
- 12.7. 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.

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**EXHIBIT C**  
**CITY COUNCIL POLICY 100-5**

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**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

**BACKGROUND**

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

**PURPOSE**

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

