

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **SOUTHSTAR ENGINEERING & CONSULTING, INC.** herein after referred to as "CONSULTANT".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City Council approval date April 25, 2023.
2. CITY desires to utilize the services of CONSULTANT to **provide construction management and inspection services to the Bicycle Corridor Improvement Program (BCIP) Project CML-5328(083), related to the Caltrans/OCTA grant project.**
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONSUTLANT hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause per Section 3.4 below. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with CONSUTLANT's proposal which is attached as Exhibit "A" and is hereby incorporated by reference. CONSUTLANT is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of tasks, including but not limited to work plan listed in Exhibit "A", and is incorporated herein by reference. The Exhibit and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONSULTANT shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of **One-Hundred Thirty Five Thousand, Eight Hundred and Five Dollars and 00/100 cents (\$135,805.00)**, payable in arrears and in accordance with the Proposal Cost Estimate attached in Exhibit "A"

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONSULTANT must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on Rate and Fee Estimate included in Exhibit "A".
- 3.3 Records of Expenses. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### **4. Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONSULTANT and all sub-CONSULTANTS shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified**

**occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/CONSULTANT shall obtain continuing insurance coverage for the prior acts or omissions of professional/CONSULTANT during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

*If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits*

*otherwise maintained by the CONSULTANT.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent CONSULTANT.** It is understood and agreed that in the performance of the work and services agreed to be performed by CONSULTANT, CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and as an independent contractor, shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights. Any personnel performing services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Except for the consideration paid by CITY to contractor under Section 4 of this Agreement, CITY shall not be liable for compensation or indemnification to CONSULTANT, its officers, employees, or agents for injury or sickness arising out of performing the services hereunder. If for any reason, any court or governmental agency determines that CITY has financial obligations, other than pursuant to Section 3 herein, of any nature related to salary, taxes, or benefits of CONSULTANT 's officers, employees, servants, representatives, subcontractors, or agents, CONSULTANT shall indemnify CITY for all such financial obligations.
8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT shall comply with, and shall be responsible for causing all CONSULTANTS and sub-CONSULTANTS performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSUTLANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.

10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. Address of CONSULTANT is as follows:

**SOUTHSTAR ENGINEERING & CONSULTANT, INC.**  
**Attn: JASON BENNECKE, PE, MBA, PMP**  
**And AMR ABUELHASSAN, PE, MS, QSD**  
**1945 CHICAGO AVENUE, SUITE C-2**  
**RIVERSIDE, CA 92507**  
**JASON@SOUTHSTARENG.COM**  
**AMRA@SOUTHSTARENG.COM**

b. Address of CITY is as follows:

**Department of Community and Economic Development**  
**City of Garden Grove**  
**11222 Acacia Parkway**  
**Garden Grove, CA 92840**  
**Attn: ALANA CHENG/Christy Le**

c. With a copy to:

**Garden Grove City Attorney**  
**11222 Acacia Parkway**  
**Garden Grove, CA 92840**

10. **Consultant's Proposal.** This Agreement shall include CONSULTANT'S proposal which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its sub-CONSULTANT as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any sub-CONSULTANT and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, sub-CONSULTANTS, or independent CONSULTANTS hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.  
This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a

limitation upon the amount of indemnification to be provided by CONSULTANT.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
18. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
21. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
22. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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(Agreement Signature Block on Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

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

**"CITY"  
CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

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

**"CONSULTANT"**

**SOUTHSTAR ENGINEERING  
& CONSULTANT, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Tax ID No. \_\_\_\_\_

CONSULTANT's License: \_\_\_\_\_

Expiration Date \_\_\_\_\_

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date



**EXHIBIT "A"**



March 17, 2023

City of Garden Grove  
Community and Economic Development Department  
11222 Acacia Parkway  
Garden Grove, CA 92840  
ATTN: Alana Cheng

**RE: City of Garden Grove – Construction Management & Inspection Services for Bicycle Corridor Improvement Program (BCIP) Project – Best and Final Offer (BAFO)**

Dear Ms. Cheng,

Southstar Engineering & Consulting, Inc. (Southstar) greatly appreciates the City of Garden Grove for granting us the opportunity to submit this BAFO to provide construction management and inspection services for the Bicycle Corridor Improvement Program (BCIP) Project. The total estimated fee for the proposed scope of services is now \$135,805.00 (reduced from \$153,186.00).

Southstar understands the need to be able to adjust to changes in contractor's schedule to accommodate more or less working days and will modify our billable hours to closely reflect days when construction is occurring and days when no construction will take place. The following pages include our fee proposal along with our subconsultant's (MTGL) cost information. Below, we have also addressed the items listed in the enclosure of your Request for Best and Final Offer Letter dated March 16, 2023.

- 1- Task breakdown provided in spreadsheet and our proposal
- 2- a- inspection budgeted hours reduced from 438 to 407 by deleting the majority of backup inspector hours and the padding in the primary inspector hours
- 3- a- Construction Manager Budgeted Hours reduced from 192 to 184
- 4- a- 15 PIC hours deleted all together. Public Outreach Hours reduced from 22 to 20.
- 5- Our loaded rates are all inclusive for all our staff. They include vehicle, fuel, tools, laptops, cell phones and any other items needed to perform our job duties. No additional costs will ever be charged to the City as it relates to our performance of the scope of work.
- 6- Cost proposal amended and attached in the sheets below.

It is noted that attached cost proposal is only 11% of the construction capital cost. This is well under the industry standard 15-20% for projects of this size. It is also noted that our original proposal was only 13% of the capital cost.

We look forward to working with the City of Garden Grove.

Sincerely,

Jason Bennecke, PE, MBA, PMP  
Executive Vice President  
Southstar Engineering & Consulting, Inc.

CITY OF GARDEN GROVE  
 BICYCLE CORRIDOR IMPROVEMENT PROGRAM (BCIP) PROJECT  
 FEDERAL PROJECT NO. CML-5328 (083), CITY PROJECT NO. PKG 2312

Prime - Southstar Engineering & Consulting, Inc.  
 45 WORKING DAYS, ONE WEEK PRE- CONSTRUCTION and ONE WEEK POST CONSTRUCTION

	Labor Classification	Principle-In-Charge	Resident Engineer/Construction Manager (Key)	Construction Inspector/ARE (Key)	Construction Inspector - As needed Backup	Labor Compliance	Public Outreach	Total Hours	Total Cost
	Names	Jason Bennecke, PE, MBS, PMP	Amr Abuelhassan, PE, MS, QSD	Rose Keshawarz	Sergio Topete	Ramon Carlos	Vanessa Barrientos		
	Loaded Billing Rates with Mark-Up (Hourly)	\$ 259.00	\$ 259.00	\$ 175.00	\$ 169.00	\$ 155.00	\$ 155.00		
	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Task	Task Description								
	Project Coordination (including, but not limited to, project meetings, submittal reviews, RFIs, coordination with other City projects, progress estimates, CCOs, Communication with businesses and residents and other items listed in proposal)		132	30			20	182	\$ 42,538.00
	Construction Observation (Including, but not limited to, inspection, field reports, measurements, QA, Traffic Control Monitoring, other activities listed in proposal)		36	360	1			397	\$ 72,493.00
	Materials Testing (MTGL providing additional field inspection support)							0	\$ -
	Labor Compliance (Review and document certified payroll records)					22		22	\$ 3,410.00
	Post Construction Services (Including, but not limited to, as built, final estimate, final audit and closeout documents)		16	16		8		40	\$ 8,184.00
	<b>Total Direct Cost (ODC)</b>								\$ -
	<b>Southstar Engineering &amp; Consulting, Inc.</b>								\$ 126,625.00
	<b>MTGL, Inc. (See Attachment)</b>								\$ 9,180.00
	<b>TOTAL PROJECT COST (BEST AND FINAL OFFER)</b>								\$ 135,805.00

<b>Assumptions</b>	Original Estimate	\$ 153,186.00
This not-to-exceed fee is based on 45 working days. Public Works Observer shall be provided for the entire 45 working day period. All other positions are as needed part time commitment.	Revised Cost reduction	\$ 17,381.00
Additional services needed beyond the contract specified shall require prior approval from the City.	Revised Percent of Capital Cost (\$1.2MM Capital Cost)	11%

CITY OF GARDEN GROVE  
 BICYCLE CORRIDOR IMPROVEMENT PROGRAM (BCIP) PROJECT  
 FEDERAL PROJECT NO. CML-5328 (083), CITY PROJECT NO. PKG 2312

**Subconsultant - MTGL, Inc.**

**45 WORKING DAYS, PRE- CONSTRUCTION and POST CONSTRUCTION**

	<i>Labor Classification</i>	Materials Engineering Manager	Field Technician	Field Technician		
	<i>Names</i>	Isaac Chun, P.E., G.E.	Colton Senger	Derek Tipps	Total Hours	Total Cost
	<i>(Hourly Rates)</i>	\$ 135.00	\$ 115.00	\$ 115.00		
	<i>Hours</i>	Hours	Hours	Hours		
<b>Task #</b>	<b>Task Description</b>					
	Material Testing	1	30	15	46	\$ 5,310.00
	<b>Sub-Total</b>	\$ 135.00	\$ 3,450.00	\$ 1,725.00		
	<b>Other Direct Cost (ODC)</b>					
	a. Laboratory Testing, Engineering Oversight					\$ 2,500.00
	b. Administrative (5% of Invoice)					\$ 1,370.00
	<b>TOTAL PROJECT COST</b>					\$ 9,180.00

**Assumptions**

This not-to-exceed fee is based on 45 working days.

**MTGL Fee Schedule for Prevailing Wages**

<b>PROFESSIONAL SERVICES</b>	<b>UNIT</b>	<b>RATE</b>
Staff Engineer / Geologist	HR	\$ 115.00
Project Manager/Engineer/Geologist	HR	\$ 130.00
Principal Engineer/Geologist	HR	\$ 175.00
Draftsperson	HR	\$ 70.00
Administrative (Per Monthly Invoice)		5%
Project Setup Fee		\$ 200.00
Certified Payroll (Per Pay Period)		\$ 95.00

<b>FIELD INSPECTION PERSONNEL</b>	<b>UNIT</b>	<b>RATE</b>
ICC Special Inspector	HR	\$ 115.00
Soils/Asphalt Technician	HR	\$ 115.00
AWS/CWI Welding Inspector	HR	\$ 115.00
NDT Technician / Fabrication Inspector	HR	\$ 145.00
Field/Lab Supervisor	HR	\$ 135.00
DSA Masonry Shotcrete Inspector	HR	\$ 125.00
L.A. Deputy Grading Inspector	HR	\$ 145.00
L.A. City Special Inspector	HR	\$ 145.00
Multi Certified Inspector	HR	\$ 135.00
Pull I Torque Testing Technician	HR	\$ 115.00
Batch Plant (Concrete or Asphalt) Technician	HR	\$ 115.00
Firestopping Inspection	HR	\$ 180.00
Floor Flatness / Levelness (Inc. Equipment)	DAY	\$ 1,500.00
Prestressed/Post Tensioned Inspector	HR	\$ 115.00
Concrete, Masonry, Asphalt Coring or Sawing		QUOTE
Travel Time	HR	Tech Rate
Mileage	MILE	\$ 0.58

<b>LAB TESTING - SOIL</b>	<b>UNIT</b>	<b>RATE</b>
D422 Hydrometer Analysis	EACH	\$ 175.00
D422 Sieve Analysis of Soil	EACH	\$ 200.00
D558 Soil Cement Maximum Density	EACH	\$ 300.00
D559 Soil Cement Sample Preparation	EACH	\$ 100.00
D854 Specific Gravity of Soils	EACH	\$ 125.00
D1140 Materials Finer than #200 (Sieve)	EACH	\$ 60.00
D1557 Maximum Density	EACH	\$ 290.00
D1883 California Bearing Ratio (CBR)	EACH	QUOTE
D2216 Soil Moisture Content by Mass	EACH	\$ 25.00
D2419 Sand Equivalent	EACH	\$ 110.00
D2434 Permeability	EACH	QUOTE
D2435 Consolidation	EACH	\$ 225.00
D2435 Consolidation with Time Rate	EACH	\$ 275.00
D2844 R Value & Expansive Pressures	3 Points	\$ 250.00
D2937 Moisture & Density (Ring Samples)	EACH	\$ 30.00
D3080 Direct Shear	EACH	\$ 200.00
D4318 Plasticity Index of Soils	EACH	\$ 145.00
D4829 Expansion Index of Soils	EACH	\$ 135.00
CT 216 CA Impact Max Density	EACH	\$ 225.00
CT 216 CA Impact Rock Correction	EACH	\$ 95.00

<b>LAB TESTING - AGGREGATES</b>	<b>UNIT</b>	<b>RATE</b>
C40 Organic Impurities in Fine Agg	EACH	\$ 95.00
C88 Soundness by Sodium Sulfate	EACH	\$ 315.00
C123 Percent Lightweight Particles	EACH	\$ 215.00
C127 Specific Gravity (Coarse Agg)	EACH	\$ 130.00
C128 Specific Gravity (Fine Agg)	EACH	\$ 150.00
C131 Abrasion Los Angeles Rattler	EACH	\$ 235.00
C136 Sieve Analysis (Combined Agg)	EACH	\$ 130.00
C136 Sieve Analysis (Fine or Coarse Agg)	EACH	\$ 110.00
C142 Clay Lumps & Friable Particles	EACH	\$ 135.00
C535 Abrasion (Large Agg) Los Angeles Rattler	EACH	\$ 235.00
C566 Moisture Content by Drying	EACH	\$ 25.00
CT 227 Cleanness Value	EACH	\$ 230.00
D3744 Durability Index	EACH	\$ 180.00
D5821 Flat & Elongated Particles	EACH	\$ 200.00
T335 Crushed Particles	EACH	\$ 170.00

<b>LAB TESTING - Misc.</b>	<b>UNIT</b>	<b>RATE</b>
C67 Roofing Tile Absorption	EACH	\$ 65.00
C67 Roofing Tile Strength Test	EACH	\$ 60.00

<b>Sample Pickup Charges</b>	<b>UNIT</b>	<b>RATE</b>
Pick up Sample Trip Charge (2hr Minimum)	HR	\$ 60.00
Weekend Sample Pick Up Charge (2hr Minimum)	HR	\$ 80.00

<b>LAB TESTING - CONCRETE</b>	<b>UNIT</b>	<b>RATE</b>
C39 Compressive Strength Concrete Cylinders (6" x 12")	EACH	\$ 35.00
C39 Compressive Strength Cores (6" Max. Diameter)	EACH	\$ 55.00
C78 Flexural Strength Beams (6" x 6")	EACH	\$ 60.00
C157 Concrete Shrinkage (Set of 3)	SET	\$ 350.00
C174 Handling Charge Cylinders Not Broken/Hold	EACH	\$ 10.00
C192 Concrete Trial Batch w/ Lab Testing	EACH	\$ 1,100.00
C469 Modulus of Elasticity	EACH	\$ 150.00
C495 Comp. Strength Lightweight Concrete Fill	EACH	\$ 45.00
Handling Charge Beams Not Broken/Hold	EACH	\$ 50.00
C496 Tensile Strength, Splitting	EACH	\$ 75.00
C567 Unit Weight (Hardened Lightweight Concrete)	EACH	\$ 50.00
C1140 Shotcrete Panel Test	EACH	\$ 300.00
Core Trimming (In Laboratory)	EACH	\$ 55.00

<b>LAB TESTING - ASPHALT</b>	<b>UNIT</b>	<b>RATE</b>
D1188 Core Density Parafilm Coated	EACH	\$ 85.00
D1560 Stabilometer HVEEM	EACH	\$ 290.00
D1561 Max Density HVEEM	EACH	\$ 195.00
D2172 Asphalt Content by Solvents	EACH	\$ 250.00
D3910 Wet Track Abrasion	EACH	\$ 195.00
D5444 Gradation of Extracted Agg	EACH	\$ 275.00
D6307 Asphalt Content by Ignition	EACH	\$ 245.00
D6926 Max Density Marshall	EACH	\$ 295.00
D6927 Stability and Flow Marshall	EACH	\$ 375.00
T209/D2041 Theoretical Maximum Density	EACH	\$ 150.00
T324 Hamburg Wheel	EACH	\$ 1,000.00
CT 370 Moisture Content	EACH	\$ 70.00

<b>LAB TESTING - MASONRY</b>	<b>UNIT</b>	<b>RATE</b>
C109 Mortar 2" Cube Compressive Strength	EACH	\$ 40.00
C140 Block Compressive Strength	EACH	\$ 75.00
C140 Block Moisture & Absorption	EACH	\$ 80.00
C140 Block Unit Weight & Measurements	EACH	\$ 275.00
C426 Block Linear Shrinkage	EACH	\$ 180.00
C780 Mortar (2" x 4") Cylinders Comp. Strength	EACH	\$ 35.00
C1019 Grout Prisms Compressive Strength	EACH	\$ 35.00
Handling Charge (Cylinders/Cubes/Prisms) Not Broken/Holds	EACH	\$ 75.00
C1314 CMU Grouted Prisms Comp. Strength (< 8" x 8" x 16")	EACH	\$ 180.00
C1314 CMU Grouted Prisms Comp. Strength (> 8" x 8" x 16")	EACH	\$ 245.00
C67 Brick Boil	EACH	\$ 90.00
C67 Brick Compressive Strength	EACH	\$ 50.00
C67 Brick Moisture & Absorption	EACH	\$ 85.00

<b>LAB TESTING - STEEL</b>	<b>UNIT</b>	<b>RATE</b>
Steel Chemical Analysis/AWS Weld:Macroetch/Fracture/Bend Test	EACH	QUOTE
A325 High Strength Bolt, Nut & Washer Conformance (Per Assembly)	EACH	\$ 180.00
A370 Brinell & Rockwell Hardness Test	EACH	\$ 80.00
A370 Nelson Stud Tensile	EACH	\$ 195.00
A370 Rebar Bend & Tensile Test No. 11 Bar & Smaller	EACH	\$ 45.00
A615/706 Bend Test No. 11 Bar and Smaller	EACH	\$ 60.00
A615/706 Tensile No. 11 Bar and Smaller	EACH	\$ 65.00
A615/706 Tensile No. 14 Bar and Larger	EACH	QUOTE
A416 Prestressing Wire, Tension	EACH	\$ 170.00
Sample Preparation (Cutting)	EACH	\$ 80.00
A416 Prestressing Cable (7 Wire) Yield & Tensile	EACH	\$ 170.00
E605 Fireproofing Unit Weight	EACH	\$ 60.00

<b>EQUIPMENT CHARGES</b>	<b>UNIT</b>	<b>RATE</b>
Air Meter	DAY	\$ 30.00
Dye Penetrant Equipment	DAY	\$ 50.00
Emissivity Test Kit	EACH	\$ 50.00
Ground Rod Equipment	DAY	\$ 50.00
Jacking Assembly	DAY	\$ 65.00
Magnetic Particle Equipment	DAY	\$ 50.00
Nuclear Density Gauge	DAY	\$ 70.00
Pachometer	DAY	\$ 55.00
Sand Cone Kit	DAY	\$ 50.00
Schmidt Hammer	DAY	\$ 45.00
Skidmore Wilhelm Bolt Cell	DAY	\$ 65.00
Torque Wrench	DAY	\$ 50.00
Ultrasonic Equipment	DAY	\$ 45.00
Outside Services		Cost +20%

# Basis of Charges 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 MTGL, Inc unless the Client and MTGL, Inc. have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall supersede.

## Minimum Field Hourly Charges

For Field Technicians, Special Inspectors or any on-site (field) materials testing services:

**4 hours:** 4-hour minimum charge up to the first four hours of work.

**8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.

*Project time accrued includes portal to portal travel time.*

## Scheduling & Cancellations

- A 24-hour notice is required when scheduling an inspection or technician.
- A two-hour show -up charge will be applied to any service canceled the same day of service.
- 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 MTGL in writing of their authorized representative. Otherwise all service requests are billable.

## Overtime Rates

- Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.
- Work performed by field or laboratory staff outside of normal business hours ( 5:00 AM - 5:00 PM) will be subject to the above overtime rates.

## Administrative Charges

- All administrative costs including report distribution are billed at 5% of the monthly invoice total.
- Certified payroll requests will have a processing fee applied for each project, billed at \$95 per payroll week.

## Anticipated Costs

- MTGL estimates a budget to assist the client with code required inspections and testing based upon information provided by the client. MTGL's ability to perform within the estimated budget relies heavily on the accuracy of the information provided, as well as the cooperation of client's management staff.
- Project actual budget totals may vary. Estimated budget hours are based upon 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.
- Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by MTGL 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 MTGL's working conditions and hours as an attachment to their contract.
- Additionally, any weekly overtime hours, Saturday or Sunday, double shift, and/or night shift differential for shop steel inspection are NOT included in MTGL's proposal.

## Reimbursable Expenses & Outside Services

- Heavy equipment, subcontractor fees and expenses, supplemental insurance, travel, shipping, outside reproduction, and other reimbursable expenses will be invoiced at cost plus 20%.
- Outside services will be billed at cost plus 20% unless billed directly to and paid for by Client.

## Travel Charges & Mileage

- For projects outside a 50-mile radius from the nearest MTGL facility, \$0.58 per excess mile to and from the project will be charged for inspectors and technicians.
- When project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis.
- For all projects, \$0.58 per mile rate and applicable travel time will be charged portal to portal for engineers, consultants, and supervisors from the laboratory to the project site and return.

## Laboratory Testing

- A 2-hour minimum material sample pick-up charge with an hourly rate of \$50 will be billed in addition to the prices quoted for testing.
- Quoted laboratory test rates assume samples are free of hazardous materials. Handling and testing of samples containing hazardous materials may include additional costs.

## Weekend Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up during weekend to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized then MTGL will not be held responsible for any negative consequences for non-conformance .

## Terms of Payment

- Invoices for all services will be submitted monthly. These invoices are due in full upon presentation to client. Invoices outstanding over 45 days are considered past due and will be subject to a finance charge of 1.5% of the unpaid balance each month.
- All invoice errors or necessary corrections shall be brought to the attention of MTGL within 30 days of receipt of invoice. Thereafter, customer, acknowledges invoices are correct and valid.
- MTGL reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against MTGL, its subsidiaries, affiliates, servants and agents for termination of work on account of these terms.
- In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney fees and all other related expenses in such litigation. Additionally, in the event of a non- adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Please note that field service rates will increase 5 July 1st of each year for cost of living increases.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.