

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND VERDANTAS INC.,**

ON-CALL GEOTECHNICAL & MATERIAL TESTING SERVICES

THIS AGREEMENT is made and effective as of **July 9, 2024**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Verdantas Inc.**, a **Corporation**, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **July 9, 2024**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2029**, unless sooner terminated pursuant to the provisions of this Agreement.

At the beginning of each fiscal year, the Consultant may request an adjustment to the payment rates and schedule of payment in accordance with the changes in the Consumer Price Index (CPI) for all Urban Consumers for the Riverside-San Bernardino-Ontario Core Based Statistical Area using the most recently published month annual percentage change. Any adjustment of Payment Rates and Schedule must be agreed upon by the City and Consultant and incorporated by an Amendment to the Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **One Million Dollars and Zero Cents (\$1,000,000.00)**.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner

as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-Consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subconsultant under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

6. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Consultant and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "PAYMENT" herein.

8. DEFAULT OF CONSULTANT

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

10. INDEMNIFICATION

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Consultant, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than One Million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every Consultant will be required to secure the payment of compensation to its employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Vendor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) Professional Liability (Errors and Omissions): One million dollars (\$1,000,000) per occurrence and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant's products and completed operations of the Consultant; premises owned, occupied or used by the Vendor. General liability coverage can be provided in the form of an endorsement to the Consultant Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

2) For any claims related to this project, the Consultant insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Consultant may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) 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.

6) If the Consultant's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Consultant, and

all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEPENDENT CONTRACTOR

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

14. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: Verdantas Inc.
Attn: Simon Saiid
41715 Enterprise Circle N., Suite 103
Temecula, CA 92590-5661

16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
James Stewart, Mayor

By: *Kristen Williams*
Kristen Williams, West Area Leader/Vice President

ATTEST:

By: _____
Randi Johl, City Clerk

By: *Nikhila S Nikhila S*
Nikhila Srirangpatna, West Area Financial Leader/Vice President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Verdantas Inc.
Attn: Simon Saiid
41715 Enterprise Circle N., Suite 103
Temecula, CA 92590-5661
(951) 296-0530
ssaiid@verdantas.com

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) includes on-call geotechnical and materials testing services for Public Works projects. The general scope of service for each project will vary. Typical services that may be required on Public Works projects could include, but may not be limited to, some or all of the following services:

- Subsurface Exploration, including but not limited to the following:
 - In-Place Moisture and Density Tests
 - Laboratory Maximum Density and Optimum Moisture Tests
 - Sieve Analysis
 - R-Value
 - Direct Shear Tests
 - Consolidation of Collapse Tests
 - PH, Resistivity, Soluble Sulfate, and Chloride Tests
- Logs of the Exploratory Borings summarizing the subsurface conditions encountered, Results of Laboratory Testing, and a Plan indicating the Location of the Explorations
- Seismicity
- Geotechnical Evaluation and Recommendations, including but not limited to the following:
 - Grading
 - Earthwork
 - Settlement Considerations
 - Surface and Subsurface Drainage
 - Foundation, Column, and Slab Recommendations
 - Slope Stability
 - Soil Sulfate Content Implications
 - Utility Trench Backfill
 - Retaining Walls and recommended Lateral Earth Pressures used for Design
 - Pavement Design
 - Grading and Foundation Plan Review
 - Construction Monitoring
 - Pile Driving, if necessary
 - Lateral Earth Pressures
- Discussion of the Existing Pavement or Site Conditions
- Recommendations of Removal of Unsuitable Material
- Soil Ferrous Corrosivity and Portland Cement Attack Potential
- Environmental Concerns / Hazards

- Preparation of Phase I Environmental Reports of properties
- Review of available Geologic Maps and Reports for the Region
- Discussion of the Material Encountered in the Borings and Measured Engineering Properties
- Preparation of Field and Final Compaction Reports, as required. A Summary of Findings and Recommendations in the Report
- Review of Project Plans and Specifications with emphases on Geotechnical and Laboratory Materials Testing Services, and attend Progress Meetings, as required
- Observation and Field Testing Services during all phases of Site Grading, including but not limited to Removal of Unsuitable Soils, Approval of Areas to receive Fill and Mass Fill Placement
- Field Observation and Testing during Trench Backfilling Operations
- Field Density Testing during Subgrade and Base Compaction
- Field Sampling and Testing of Base and Asphalt Concrete
- All necessary Laboratory Tests to support Fielded Services, and to satisfy Caltrans and other regulatory agency requirements
- Batch Plant Inspections
- Structure Backfill Observation and Testing
- Concrete Sampling and Testing
- Special Inspections
- Consulting Services requiring Corrective and/or Remedial Recommendations, if necessary

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$1,000,000.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

LABOR RATES

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I	100	Project Administrator/Word Processor/Dispatcher	90
Technician II / Special Inspector	110	Information Specialist	130
Senior Technician / Senior Special Inspector	124	CAD Operator	155
Prevailing Wage (field soils / materials tester) *	148	GIS Specialist	155
Prevailing Wage (Special Inspector) *	155	GIS Analyst	180
Prevailing Wage (On site Source Inspector, NDT and soil remediation O&M)*	180	Staff Engineer / Geologist / Scientist	170
System Operation & Maintenance (O&M) Specialist	165	Senior Staff Engineer / Geologist / Scientist / ASMR	185
Non Destructive Testing (NDT)	175	Operations / Laboratory Manager	205
Deputy Inspector	130	Project Engineer / Geologist / Scientist	215
Field / Laboratory Supervisor	165	Senior Project Engineer / Geologist / Scientist / SMR	240
Source Inspector	155	Associate	265
City of Los Angeles Deputy Building (including Grading) Inspector	175	Principal	295
		Senior Principal	330

* See Prevailing Wages in Terms and Conditions

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		COMPACTION & PAVEMENT SUBGRADE TESTS	
Photograph of sample	15	Standard Proctor compaction, 4 points (ASTM D698)	
Moisture content (ASTM D2216)	25	- 4 inch diameter mold (Methods A & B)	170
Moisture & density (ASTM D2937) ring samples	37	- 6 inch diameter mold (Method C)	230
Moisture & density (ASTM D2937) Shelby tube or cutting	45	Modified Proctor compaction 4 points (ASTM D1557):	
Atterberg limits 3 points (ASTM D4318):	160	- 4 inch diameter mold Methods A & B	235
- Single point, non-plastic	90	- 6 inch diameter mold Method C	265
- Atterberg limits (organic ASTM D2487 / D4318)	195	Check point (per point)	70
- Visual classification as non-plastic (ASTM D2488)	15	Relative compaction of untreated/treated soils/aggregates (CTM 216)	270
Particle size:		Relative density 0.1 ft mold (ASTM D4253, D4254)	250
- Sieve only 1 1/2 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	155	California Bearing Ratio (ASTM D1883)	
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	195	- 3 point	535
- Hydrometer only (ASTM D7928)	120	- 1 point	200
- Sieve + hydrometer ≤3 inch sieve, (ASTM D7928)	200	R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	335
- Percent passing #200 sieve, wash only (ASTM D1140)	75	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	365
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	140	SOIL CHEMISTRY & CORROSION	
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	110	pH Method A (ASTM D4972 or CTM 643)	50
- Total porosity - on Shelby tube sample (calculated)	180	Electrical resistivity – single point – as received moisture	50
- Total porosity - on other sample (calculated)	165	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	95
Shrinkage limits wax method (ASTM D4943)	135	pH + minimum resistivity (CTM 643)	140
Pinhole dispersion (ASTM D4647)	225	Sulfate content - gravimetric (CTM 417 B Part 2)	75
Dispersive characteristics (double hydrometer ASTM D4221)	215	Sulfate content - by ion chromatograph (CTM 417 Part 2)	85
As-received moisture & density (chunk/carved samples)	65	Sulfate screen (Hach®)	35
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	115	Chloride content (AASHTO T291/CTM 422)	75
SHEAR STRENGTH		Chloride content – by ion chromatograph (AASHTO T291/CTM 422)	85
Pocket penetrometer	20	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	285
Direct shear (ASTM D3080, mod., 3 points):		Organic matter content (ASTM D2974)	70
Consolidated undrained - 0.05 inch/min (CU)	320	CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidated drained - <0.05 inch/min (CD)	385	Consolidation (ASTM D2435)	210
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	55	Each additional time curve	50
Remolding or hand trimming of specimens (3 points)	95	Each additional load/unload w/o time reading	45
Oriented or block hand trimming (per hour)	70	Expansion Index (ASTM D4829)	140
Single point shear	115	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	115
Torsional shear (ASTM D6467 / ASTM D7608)	880	Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	310

METHOD	\$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166).....	145
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress).....	185
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress).....	400
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress).....	400
Silt or clayey sand soils (per confining stress).....	535
Clay soils (per confining stress).....	755
Three-stage triaxial (sand or silty sand soils).....	700
Three-stage triaxial (silt or clayey sand soils).....	935
Three-stage triaxial (clay soils).....	1,320
Remolding of test specimens.....	70

METHOD	\$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C).....	335
Each additional effective stress.....	130
Hand trimming of soil samples for horizontal K.....	65
Remolding of test specimens.....	70
Permeability of granular soils (ASTM D2434).....	145
Soil suction (filter paper method, ASTM D5298).....	430
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558).....	260
Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,290
Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	65
Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	250

¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8").....	40
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42).....	45
Trimming concrete cores (per core).....	25
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523).....	90
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523).....	90
Non shrink grout cubes (2 inch, ASTM C109/C1107).....	30
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157).....	430
Length of concrete cores (CTM 531).....	45
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371).....	2,250
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324).....	965
Superpave gyratory compaction (AASHTO T312/ASTM D6925).....	375
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382).....	160
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382).....	1,445
Extraction by centrifuge, percent asphalt (ASTM D2172).....	160
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202).....	145
Stabilometer, S-Value (ASTM D1560/CTM 366).....	285
Bituminous mixture preparation (AASHTO R30/CTM 304).....	85
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370).....	65
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308).....	55
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308).....	60
Maximum density - Hveem (CTM 308).....	215
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309).....	140
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549).....	45
Wet track abrasion of slurry seal (ASTM D3910).....	160
Rubberized asphalt (add to above rates).....	+25%
BRICK	
Compression - cost for each, 5 required (ASTM C67).....	55
Absorption - cost for each, 5 required (ASTM C67).....	55

METHOD	\$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C28/CTM 212).....	55
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213).....	65
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211).....	215
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211).....	270
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208).....	140
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206)	
>#4 retained.....	110
Clay lumps, friable particles (AASHTO T112/ASTM C142).....	190
Durability Index (AASHTO T210/ASTM D3744/CTM 229).....	215
Moisture content of aggregates by oven drying (AASHTO T256/ASTM C566/CTM 226).....	45
Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234).....	140
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205).....	145
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235).....	230
Cleanliness value of coarse aggregate (CTM 227).....	225
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214).....	240
Soundness, sulfuim (AASHTO T104/ASTM C88/CTM 214).....	695
MASONRY	
Mortar cylinders 2" x 4" (ASTM C780).....	35
Grout prisms 3" x 6" (ASTM C1019).....	35
Masonry cores compression, ≤6" diameter - testing only (ASTM C42).....	45
Masonry core shear testing (Title 24).....	85
Veneer bond strength, cost for each - 5 required (ASTM C482).....	60
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140).....	60
CMU moisture content, absorption & unit weight - 6 required (ASTM C140).....	55
CMU linear drying shrinkage (ASTM C426).....	190
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314).....	215
CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314).....	270
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3).....	1,060
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3).....	1,315
Type A Joint Seals (Caltrans SS 51-2).....	1,735
Type B Joint Seals (Caltrans SS 51-2).....	1,640
Bearing plates (A536).....	770

METHOD	\$/TEST
REINFORCING STEEL AND PRESTRESSING STRANDS	
Rebar tensile test, ≤ up to No. 11 (ASTM A370)	70
Rebar tensile test, ≥ No. 14 & over (ASTM A370)	215
Rebar bend test, up to No. 11 (ASTM A370)	70
Rebar bend test, ≥ No. 14 & over (ASTM A370)	215
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)	70
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)	90
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670)	45
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670)	215
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934)	50
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934)	70
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934)	50
Prestressing wire, tension (ASTM A416)	190
Sample preparation (cutting)	55

METHOD	\$/TEST
STREET LIGHTS/SIGNALS	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86)	1,390
SPRAY APPLIED FIREPROOFING	
Unit weight (density, ASTM E605)	65
FASTENERS / BOLTS / RODS	
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	70
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	80
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	70
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	80
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370)	70
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	110
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	130
SAMPLE TRANSPORT	
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	110

EQUIPMENT LIST

ITEM	\$/UNIT
1/4 inch Grab plates	5 each
1/4 inch Tubing (bonded)	0.60 foot
1/4 inch Tubing (single)	0.40 foot
3/8 inch Tubing, clear vinyl	0.60 foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	140 day
Air flow meter and purge pump (200 cc/min)	55 day
Box of 24 soil drive-sample rings	130 box
Brass sample tubes	11 each
Caution tape (1000-foot roll)	22 each
Combination lock or padlock	15 each
Compressed air tank and regulator	55 day
Concrete coring machine (≤6-inch-dia)	160 day
Consumables (gloves, rope, soap, tape, etc.)	40 day
Core sample boxes	30 each
Crack monitor Two-Dimensional	30 each
Crack monitor Three-Dimensional	40 each
Cutoff saws, reciprocating, electric (Sawzall®)	80 day
D-Meter Walking Floor Profiler	110 day
Disposable bailers	25 each
Disposable bladders	20 each
Dissolved oxygen meter	50 day
DOT 55-gallon containment drum with lid	85 drum
Double-ring infiltrometer	135 day
Dual-stage interface probe	85 day
Dynamic Cone Penetrometer	430 day
Generator, portable gasoline fueled, 3,500 watts	90 day
Global Positioning System/Laser Range Finder	80 day
Hand auger set	90 day
HDPE safety fence (≤100 feet)	40 roll
Honiba U-51 water quality meter	135 day
Light tower (towable vertical mast)	150 day
Magnehelic gauge	15 day
Manometer	25 day
Mileage (will adjust with IRS published rate)	0.67 mile

ITEM	\$/UNIT
Moisture test kit (excludes labor to perform test, ASTM E1907)	65 test
Nuclear moisture and density gauge	88 day
Electrical moisture and density gauge	88 Day
Pachometer	50 day
Particulate Monitor	135 day
pH/Conductivity/Temperature meter	60 day
Photo-Ionization Detector (PID)	130 day
Pump, Typhoon 2 or 4 stage	55 day
QED bladder pump w/QED control box	175 day
Quire fee – Phase I only	250 each
Resistivity field meter and pins	200 day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	20 each
Slope inclinometer	250 day
Soil sampling T-handle (Encore)	10 day
Soil sampling tripod	40 day
Speedy (R) moisture tester	10 day
Stainless steel bailer	60 day
Submersible pump with controller	180 day
Submersible pump/transfer pump, 10-25 gpm	65 day
Support service truck usage (well installation, etc.)	250 day
Survey/fence stakes	10 each
Tedlar® bags	25 each
Traffic cones (≤25)/barricades (single lane)	55 day
Turbidity meter	80 day
Tyvek® suit (each)	25 each
Vapor sampling box	65 day
Vehicle usage (carrying equipment)	15 hour
VelociCalc	40 day
Visqueen (20 x 100 feet)	130 roll
Water level indicator (electronic well sounder) <300 feet deep well	100 day
ZIPLEVEL®	40 day
Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site	

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND TWINING, INC.**

ON-CALL GEOTECHNICAL & MATERIAL TESTING SERVICES

THIS AGREEMENT is made and effective as of **July 9, 2024**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Twining, Inc.**, a **Corporation**, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **July 9, 2024**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2029**, unless sooner terminated pursuant to the provisions of this Agreement.

At the beginning of each fiscal year, the Consultant may request an adjustment to the payment rates and schedule of payment in accordance with the changes in the Consumer Price Index (CPI) for all Urban Consumers for the Riverside-San Bernardino-Ontario Core Based Statistical Area using the most recently published month annual percentage change. Any adjustment of Payment Rates and Schedule must be agreed upon by the City and Consultant and incorporated by an Amendment to the Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **One Million Dollars and Zero Cents (\$1,000,000.00)**.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-Consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subconsultant under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

6. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Consultant and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination,

provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "PAYMENT" herein.

8. DEFAULT OF CONSULTANT

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

10. INDEMNIFICATION

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any

and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Consultant, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than One Million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every Consultant will be required to secure the payment of compensation to it's employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Vendor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) Professional Liability (Errors and Omissions): One million dollars (\$1,000,000) per occurrence and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant's products and completed operations of the Consultant; premises owned, occupied or used by the Vendor. General liability coverage can be provided in the form of an endorsement to the Consultant Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

2) For any claims related to this project, the Consultant insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Consultant may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) 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.

6) If the Consultant's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Consultant, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-VII or

better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEPENDENT CONTRACTOR

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

14. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project

or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: Twining, Inc.
Attn: Melissa Misale
111 Main Street, Unit A
Riverside, CA 92501

16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern

the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AUTHORITY TO EXECUTE THIS AGREEMENT


The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
James Stewart, Mayor

By:  _____
Linas Vitkus, President & COO

ATTEST:

By: _____
Randi Johl, City Clerk

By:  _____
Paul Soltis, Vice President, Geotechnical Engineering

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT
Twining, Inc.
Attn: Melissa Misale
111 Main Street, Unit A
Riverside, CA 92501
(949) 230-5703
mmisale@twininginc.com

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) includes on-call geotechnical and materials testing services for Public Works projects. The general scope of service for each project will vary. Typical services that may be required on Public Works projects could include, but may not be limited to, some or all of the following services:

- Subsurface Exploration, including but not limited to the following:
 - In-Place Moisture and Density Tests
 - Laboratory Maximum Density and Optimum Moisture Tests
 - Sieve Analysis
 - R-Value
 - Direct Shear Tests
 - Consolidation of Collapse Tests
 - PH, Resistivity, Soluble Sulfate, and Chloride Tests
- Logs of the Exploratory Borings summarizing the subsurface conditions encountered, Results of Laboratory Testing, and a Plan indicating the Location of the Explorations
- Seismicity
- Geotechnical Evaluation and Recommendations, including but not limited to the following:
 - Grading
 - Earthwork
 - Settlement Considerations
 - Surface and Subsurface Drainage
 - Foundation, Column, and Slab Recommendations
 - Slope Stability
 - Soil Sulfate Content Implications
 - Utility Trench Backfill
 - Retaining Walls and recommended Lateral Earth Pressures used for Design
 - Pavement Design
 - Grading and Foundation Plan Review
 - Construction Monitoring
 - Pile Driving, if necessary
 - Lateral Earth Pressures
- Discussion of the Existing Pavement or Site Conditions
- Recommendations of Removal of Unsuitable Material
- Soil Ferrous Corrosivity and Portland Cement Attack Potential
- Environmental Concerns / Hazards

- Preparation of Phase I Environmental Reports of properties
- Review of available Geologic Maps and Reports for the Region
- Discussion of the Material Encountered in the Borings and Measured Engineering Properties
- Preparation of Field and Final Compaction Reports, as required. A Summary of Findings and Recommendations in the Report
- Review of Project Plans and Specifications with emphases on Geotechnical and Laboratory Materials Testing Services, and attend Progress Meetings, as required
- Observation and Field Testing Services during all phases of Site Grading, including but not limited to Removal of Unsuitable Soils, Approval of Areas to receive Fill and Mass Fill Placement
- Field Observation and Testing during Trench Backfilling Operations
- Field Density Testing during Subgrade and Base Compaction
- Field Sampling and Testing of Base and Asphalt Concrete
- All necessary Laboratory Tests to support Fielded Services, and to satisfy Caltrans and other regulatory agency requirements
- Batch Plant Inspections
- Structure Backfill Observation and Testing
- Concrete Sampling and Testing
- Special Inspections
- Consulting Services requiring Corrective and/or Remedial Recommendations, if necessary

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$1,000,000.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



Schedule of Fees 2024

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering And Consulting Personnel	Rate
10025	Senior Principal Advisor/Consultant	\$ 370.00
10001	Principal Engineer/Geologist	\$ 265.00
10017	Metallurgical Engineer	\$ 370.00
70000	Registered Geotechnical Engineer	\$ 265.00
10010	Technical Advisor	\$ 245.00
10011	Material Scientist, Welding/NDT Consultant	\$ 260.00
70003	Registered Geologist/Certified Engineering Geologist	\$ 260.00
10003	Senior Engineer/Geologist	\$ 235.00
10006	Registered Civil Engineer	\$ 225.00
60003	Roofing/Waterproofing Consultant	\$ 250.00
10013	Project Engineer/Manager	\$ 220.00
30000	Quality Control Manager	\$ 220.00
10005	Senior Staff Engineer/Geologist	\$ 205.00
10007	Staff Engineer/Geologist	\$ 185.00
10015	Quality Control Administrator	\$ 185.00
10019	Metallurgical Technician	\$ 185.00
90001	CADD Operator/Draftsperson	\$ 150.00
95103	Administrative Support	\$ 98.00
70107	Field Supervisor	\$ 185.00
91030	Safety Supervisor	\$ 185.00
20000	Laboratory Manager	\$ 170.00
68000	Laboratory Technician	\$ 145.00
60005	Expert Witness Testimony	\$ 600.00
91010	Qualified SWPPP Developer	\$ 205.00
91001	Qualified SWPPP Practitioner	\$ 195.00
30001	Vibration Engineer	\$ 225.00

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	\$ 134.00
10103	Prestressed/Post Tensioned Inspector	\$ 134.00
10105	Concrete ICC Inspector	\$ 134.00
10109	Drilled-In/Anchor Inspector	\$ 134.00
10111	Guniting/Shotcrete Inspector	\$ 134.00
10113	Masonry Inspector	\$ 134.00
10201	Structural Steel/Welding Inspector	\$ 134.00
10203	AWS Certified Welding Inspector	\$ 134.00
10207	Fireproofing Inspector	\$ 134.00
10501	Lead Inspector	\$ 137.00
10115	Firestop Special Inspector - IFC Premier	\$ 155.00
10117	Firestop Special Inspector - IQP	\$ 200.00
70100	L.A. Deputy Grading Inspector	\$ 145.00
75001	Asphalt Field and Plant Inspector/Technician	\$ 134.00
70103	Pile Driving Inspector	\$ 134.00
70101	Soils Technician	\$ 134.00
10107	Concrete Quality Control (ACI/Calttrans Technician)	\$ 134.00
10122	Wood Framing Inspector	\$ 134.00
60001	Roofing/Waterproofing Inspector	\$ 145.00
10500	Public Works Inspector	\$ 150.00
10515	Mechanical Inspector	\$ 160.00
10519	Electrical Inspector	\$ 160.00
10521	Plumbing Inspector	\$ 160.00
10523	Building Inspector	\$ 160.00
30002	Vibration Monitoring Technician	\$ 155.00
50003	Field Engineering Technician	\$ 134.00

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	\$ 134.00
10309	Batch Plant Quality Control Technician/Inspector	\$ 134.00
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	\$ 134.00

Task Code	Nondestructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	\$ 140.00
10403	NDE Magnetic Particle Testing Technician	\$ 140.00
10405	NDE Dye Penetrant Testing Technician	\$ 140.00
10305	Combination NDE Technician/Welding Inspector	\$ 140.00
10409	Radiographic Testing (Crew Of 2)	\$ 380.00
10020	NDE Engineer	\$ 245.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95315	Skidmore	\$ 45.00
95309	Torque Wrench, Small	\$ 20.00
95312	Torque Wrench, Large	\$ 30.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted), Continued	Rate
95315	Torque Multiplier	\$ 45.00
95321	Air Meter	\$ 36.00
95322	Unit Weight Bucket	\$ 26.00
95323	Field Concrete Scale	\$ 35.00
95324	2' x 2' x 2' Mold	\$ 24.00
95343	Nuclear Gauge (Per Hour)	\$ 12.00
95318	Sand Cone Density Test Equipment	\$ 57.00
95333	Pull Test Equipment	\$ 70.00
95348	Concrete/Asphalt Coring Equipment	\$ 680.00
95336	Floor Flatness (Dipstick)	\$ 60.00
95330	Schmidt Hammer	\$ 45.00
95341	Vapor Emission Test Kits	\$ 55.00
95342	Relative Humidity Probe	\$ 65.00
95339	UPV (Ultrasonic Pulse Velocity) Meter	\$ 400.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	\$ 40.00
95300	A Scan Ultrasonic Equipment And Consumables	\$ 95.00
95303	Magnetic Particle Equipment And Consumables	\$ 50.00
95306	Liquid Penetrant Consumables	\$ 45.00
95307	Phased Array Ultrasonic Equipment (Per Hour)	\$ 100.00
95347	Ground Penetrating Radar	\$ 380.00
95345	Impact Echo	\$ 385.00
95362	Ultrasonic Tomography	\$ 500.00
95349	Inertial Profiler (Per Hour)	Quotation
95352	Borescope	\$ 300.00
95356	Infrared Camera	\$ 100.00
95357	Project Dedicated Vehicle	\$ 180.00
95364	Roller Compacted Concrete Vibrating Hammer/Tamping Plate	\$ 80.00
95367	Half-Cell Potential Equipment Set	\$ 385.00
95368	Concrete Electrical Resistivity Meter	\$ 180.00
95369	Field Hardness (Steel)	\$ 110.00
95370	Coating Thickness Gauge	\$ 110.00
95373	Curing Box (Not Temperature Controlled, One-Time Fee/Per Box)	\$ 750.00
95371	Temperature Control Curing Box (Per Month)	\$ 500.00
95372	Temperature Matching Curing Box (Per Month)	\$ 570.00

Task Code	Specimen Pick-Up	Rate
20100	Soil/Aggregate Sample (Each)	\$ 50.00
20102	Standard Sample: Concrete Cylinders (Each)	\$ 32.00
20101	Standard Sample: Mortar/GROUT Cubes And Cores, Fireproofing, Rebar, And Epoxy Prisms (Each)	\$ 32.00
20103	Oversize Sample: Masonry Prisms And Shotcrete Panels (Each)	\$ 85.00
20104	Oversize Sample: Flexural Beams (Each)	\$ 145.00
20107	Technician For Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	\$ 145.00
20109	Technician For Specimen Pick-Up Before 5:00 a.m. Or After 5:00 p.m. Monday Thru Friday, Or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	\$ 200.00

Task Code	Jobsite Trailer, Mobile Or On-site Laboratory	Rate
95350	Portable Or Mobile Laboratory Unit	Quotation
95374	Jobsite Trailer, Conex, Or Equipment Storage Box	Quotation

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder Compression Strength (ASTM C39)	\$ 45.00
20202	4" x 8" Cylinder Compression Strength (ASTM C39)	\$ 40.00
20303	Density Of Structural Lightweight Concrete Equilibrium Oven Dry Method (ASTM C567)	\$ 100.00
20205	Core Compression Including Trimming (ASTM C42)	\$ 90.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	\$ 125.00
20209	Splitting Tensile Strength (ASTM C498)	\$ 125.00
20211	Modulus Of Elasticity Test (ASTM C496)	\$ 325.00
80003	Rapid Chloride Permeability Test: Cylinders Or Cores (ASTM C1202)	\$ 570.00
80006	Density, Absorption, And Voids In Hardened Concrete (ASTM C842)	\$ 570.00
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	\$ 600.00
40008	Double Punch Strength Of Fiber Reinforced Concrete	\$ 600.00
40009	Coefficient Of Thermal Expansion Of Concrete (CRD 98, AASHTO T330)	\$ 650.00
40012	Bulk Electrical Resistivity (One Age Of Testing, ASTM C1876)	\$ 160.00
80013	Flexural Tensile Strength Of Metallic Fiber Reinforced Concrete Beam (EN 14661)	\$ 600.00



Task Code	Concrete Specimen Preparation	Rate
20151	Sawing Of Specimens (Each)	\$ 50.00
20157	Coring Of Specimens In Lab (Each)	\$ 50.00
20159	Grinding Of Concrete Below 6000 psi Strength (Each)	\$ 90.00
20160	Grinding Of Concrete 6000 psi Strength And Above (Each)	\$ 110.00

Task Code	Laboratory Trial Batch: Concrete, Cement And Mortar	Rate
30216	Compression Test 4" x 8" Cylinders Made And Tested In Laboratory (ASTM C192, C35)	\$ 58.00
30217	Compression Test 6" x 12" Cylinders Made And Tested In Laboratory (ASTM C192, C35)	\$ 68.00
30219	6" x 6" x 18" Flexural Beams Made And Tested In Laboratory (ASTM C192, C78)	\$ 140.00
30223	Splitting Tensile Strength Cylinders Made And Tested In Laboratory (ASTM C192, C495)	\$ 140.00
30225	Modulus Of Elasticity Test Cylinders Made And Tested In Laboratory (ASTM C192, C469)	\$ 340.00
30227	Density Of Structural Lightweight Concrete Made In Laboratory, Equilibrium Or Oven Dry Method (ASTM C667)	\$ 115.00
30237	Bulk Electrical Resistivity (ASTM C1876)	\$ 175.00
30251	Laboratory Trial Batch (ASTM C192/Lab Procedure Performance)	\$ 550.00
30293	Concrete Mixture Design For Preconstruction Evaluation And Backup Data Development	\$ 320.00
30295	Drying Shrinkage Up To 28 Days, Three 3" x 3" Or 4" x 4" Bars, Five Readings Up To 28 Dry Days (ASTM C157)	\$ 520.00
30230	Additional Reading, Per Set Of Three Bars	\$ 60.00
30231	Storage Over Ninety (90) Days, Per Set Of Three Bars, Per Month	\$ 50.00
30207	Setting Time Up To 7 Hours (ASTM C403)	\$ 200.00
30209	Bleeding (ASTM C223)	\$ 160.00
30229	Concrete Restraint Expansion (ASTM C978)	\$ 700.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C678)	\$ 600.00
20263	Non-Shrink Grout: Height Change After Final Set (ASTM C1060)	\$ 600.00
20265	Non-Shrink Grout: Height Change At Early Age (ASTM C527)	\$ 850.00
30232	Cracking Resistance, Set Of Three Rings, Laboratory Trial Batching, Test Unit Cracking Or Up To 28 Days (ASTM 1581)	\$ 6,200.00
30233	Evaluation Of Pre-Packaged Masonry Mortars (ASTM C270)	\$ 1,300.00
30234	Creep (ASTM C512) (One Age Of Loading, 12 Months Duration Of Testing)	\$ 8,500.00
80169	Laboratory Development Of Strength-Maturity Curve Without Establishing Datum Temperature (Up To 5 Testing Ages, ASTM C1074)	\$ 3,200.00
80169	Laboratory Development Of Strength-Maturity Curve With Establishing Datum Temperature (Up To 5 Testing Ages, ASTM C1074)	\$ 5,200.00

Task Code	Evaluation of Mixing Water for Concrete	Rate
80246	Evaluation Of Mixing Water For Concrete Per The Requirements Of ASTM C1602, Table 1 (Physical Properties Of Mortar), Per Sample	\$ 1,000.00
80248	Evaluation Of Mixing Water For Concrete Per The Requirements Of Caltrans, Section 90, Per Sample	\$ 1,200.00

Task Code	Concrete - Chemical Analysis, Transport Properties, Service Life Modeling, Petrographic Examination	Rate
80123	Add-Soluble Chloride Analysis (ASTM C1152) (Includes Sample Prep)	\$ 125.00
80126	Water-Soluble Chloride Analysis (ASTM C1218) (Includes Sample Prep)	\$ 150.00
80193	Chloride Diffusion Coefficient Of Cementitious Mixtures By Bulk Diffusion (ASTM C1556)	\$ 2,800.00
80159	Bulk Resistivity (ASTM C1076) And Formation Factor	\$ 550.00
80204	Chloride Binding Isotherm	\$ 650.00
80206	Analytical And Experimental (NordTest) Modeling Of Service Life Of Concrete Per Life-365 Model, Per Mixture Design	\$ 8,000.00
80208	Analytical And Experimental (NordTest) Modeling Of Service Life Of Concrete Per FIB Model Code 34, Per Mixture Design	\$ 8,000.00
80210	Non-Steady State Chloride Migration Coefficient, NordTest 492	\$ 625.00
80212	Petrographic Examination Of Hardened Concrete, Level I (ASTM C856) (Excludes Thin Section), Per Sample	\$ 1,750.00
80129	Petrographic Examination Of Hardened Concrete, Level II (ASTM C856) (Includes Thin Section, Per Sample	\$ 2,250.00
80218	Petrographic Examination Of Hardened Concrete, Level III (ASTM C856/C1723) (Thin Section And SEM/EDX), Per Sample	\$ 3,500.00
80222	W/C/M Determination (NordTest Build 361)	\$ 1,250.00
80224	Examination Of Volumetric Proportions Of Hardened Concrete (ASTM C457), Per Sample	\$ 500.00
80226	Air Void Analysis Of Hardened Concrete (ASTM C457), Per Sample	\$ 600.00
80232	Electron Microscopy (ASTM C1723)	\$ 750.00
80234	Paste Carbonation Analysis, Per Sample	\$ 250.00
80238	Insoluble Residue Analysis (ASTM C1324)	Quotation
80240	Alkali-Silica - Damage Rating Index (DRI), Per Sample	\$ 1,250.00

Task Code	Qualification Of Cements	Rate
80100	Chemical Analysis Of Portland Cement Per Standard Requirements (ASTM C150)	\$ 750.00
80103	Physical Testing Of Portland Cement Per Standard Requirements (ASTM C150)	\$ 750.00
80194	Physical Testing Of Type K Cement, Mortar Expansion (ASTM C905)	\$ 750.00
80185	Physical Testing And Chemical Analysis Of Portland Cement Per Standard Requirements (ASTM C150)	\$ 1,400.00
80106	Partial Analysis Or Specific Physical Tests	Quotation
80110	Sulfates Resistance Of Hydraulic Cement (ASTM C1012), 6 Months	\$ 3,000.00
80111	Sulfates Resistance Of Hydraulic Cement (ASTM C1012), 12 months	\$ 3,300.00
80149	Type II Cement (ASTM C595; Excludes Special Properties)	\$ 1,400.00
80151	Clinter Microscopy, Per Sample	\$ 850.00

Task Code	Physical Testing Of Chemical Admixtures For Concrete	Rate
80196	Qualification Of Admixture (ASTM C494)	Quotation

Task Code	Evaluation Of Pozzolans And Slag Cement	Rate
80140	Chemical Analysis Of Fly Ash Per Standard Requirements (ASTM C618)	\$ 750.00
80143	Physical Testing Of Fly Ash Per Standard Requirements (ASTM C618)	\$ 750.00
80146	Partial Analysis Or Specific Physical Tests	Quotation
80147	Chemical Analysis And Physical Testing Of Fly Ash Per Standard Requirements (ASTM C1618)	\$ 1,400.00
80250	Qualification Of Silica Fume Per Standard Requirements (ASTM C1240)	\$ 1,400.00
80252	Quantification Of Slag Cement Per Standard Requirements (ASTM C989)	\$ 1,400.00
80254	Effectiveness Of Pozzolans & Slag Cement In Mitigating Expansion Due To ASR (ASTM C441)	\$ 1,400.00

Task Code	Mass Concrete - Engineering And Testing Services	Rate
80256	Thermal Control Plan (Without Cooling Pipes) Per A Unique Type Of Placement Of Similar Group Of Placements, Each Plan	\$ 8,000.00
80258	Thermal Control Plan (With Cooling Pipes), Per A Unique Type Of Placement Of Similar Group Of Placements, Each Plan	\$ 9,500.00
80260	Performance Based Maximum Temperature Difference Laboratory & Analytical Studies, One Concrete Mixture Design	\$ 3,500.00

Task Code	Rock And Concrete Aggregates - Petrographic Examination & Special USACE & CRD Tests	Rate
80262	Rock Type Description, Per Sample (Rock Core Or Rock Chunk)	\$ 850.00
80263	Rock Type Description + XRD Including Clay Analysis, Per Sample	\$ 1,450.00
80266	Natural Aggregates - Petrographic Examination (Gravel And Natural Sand Consisting Of Single Rock Type ASTM C295) Each, One Sample	\$ 2,750.00
80268	Crushed Aggregates - Petrographic Examination (Crushed Rock And Manufactured Sand Consisting Of Single Rock Type ASTM C295), Each, One Sample	\$ 2,250.00
80270	Coarse Aggregate Certification For Deleterious Materials Per Specifications Of USACE, Materials Coarser Than 0.75-Inch Each, One Sample, 200 lb.	\$ 5,900.00
80272	Coarse Aggregate Certification For Deleterious Materials Per Specifications Of USACE, 0.75-Inch And Finer Material, Each, One Sample, 25 lb.	\$ 5,500.00
80274	Fine Aggregate Certification For Deleterious Materials Per Specifications Of USACE, Each, One Sample	\$ 2,000.00
80276	Aggregate, Scratch Hardness (CRD-C 130), Each, One Sample, 25 lb.	\$ 400.00

Task Code	Soils And Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	\$ 200.00
30505	Abrasion: LA Rattler (ASTM C535)	\$ 210.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)	\$ 160.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883) Soil	\$ 680.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883) Cement-Treated Soil	\$ 650.00
70344	Cement-Treated Soil/Base Mix Design: Includes Three Trial Cement Contents With Three Unconfined Compressive Strength Specimens Per Cement Content	\$ 3,500.00
70305	Chloride And Sulfate Content (CTM 417, CTM 422)	\$ 175.00
30403	Clay Lumps And Fritable Particles (ASTM C142)	\$ 200.00
30321	Cleaness Value 1" x #4 (CTM 227)	\$ 175.00
30322	Cleaness Value 1.5" x .75" (CTM 227)	\$ 275.00



Task Code	Soils And Aggregate Tests, Continued	Rate
70393	Collapse Potential/Index (ASTM D5333)	\$ 225.00
70396	Compressive Strength Of Molded Soil-Cement Cylinders (ASTM D1833)	\$ 105.00
70309	Consolidation Test Full Cycle (ASTM 2435, CTM 219)	\$ 195.00
70311	Consolidation Test Time Rate Per Load Increment (ASTM D2435, CTM 219)	\$ 45.00
70313	Compressivity Series Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	\$ 245.00
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	\$ 175.00
70317	Direct Shear Test Remolded And/Or Residual (ASTM D3080)	\$ 245.00
70319	Direct Shear Test Undisturbed - Slow [CD] (ASTM D3080)	\$ 225.00
70321	Direct Shear Test Undisturbed - Fast [CU] (ASTM D3080)	\$ 195.00
70378	Durability Index Per Method - A,B,C, or D (ASTM D3744, CTM 229)	\$ 210.00
70325	Expansion Index (ASTM D4829, UBC 18-2)	\$ 170.00
75004	Fine Aggregate Angularity (ASTM C1262, CTM 234, AASHTO T304)	\$ 190.00
30507	Flat And Elongated Particle (ASTM D4791)	\$ 240.00
30508	Flat Or Elongated Particle (ASTM D4791)	\$ 210.00
70331	Maximum Density Methods A/B/C (ASTM D1557, D698, CTM 218)	\$ 190.00
70333	Maximum Density Check Point (ASTM D1557, D698)	\$ 65.00
70335	Maximum Density AASHTO C (Modified) (AASHTO T-180)	\$ 195.00
70336	Maximum Index Density Vibratory Table (ASTM D4253)	\$ 345.00
70337	Moisture Content (ASTM D2216, CTM 226)	\$ 25.00
70339	Moisture and Density Ring Sample (ASTM D2937)	\$ 30.00
70341	Moisture and Density Shelby Tube Sample (ASTM D2937)	\$ 40.00
70340	Moisture-Density Relations Of Soil-Cement Mixtures Premixed In The Field (ASTM D558)	\$ 275.00
70342	Moisture-Density Relations Of Soil-Cement Mixtures Mixed In The Lab (ASTM D558)	\$ 350.00
70326	pH Of Soils (ASTM D4972)	\$ 80.00
70330	Organic Content Of Soils (ASTM D2974, Method A Only)	\$ 85.00
30401	Organic Impurities (ASTM C40, CTM 213)	\$ 90.00
70343	Permeability (ASTM D5084)	Quotation
80001	Potential Reactivity Chemical Method (ASTM C289 - Discontinued Method)	\$ 750.00
70394	Potential Reactivity Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	\$ 825.00
70391	Potential Reactivity Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	\$ 975.00
70389	Potential Reactivity Concrete Bar Expansion Method (ASTM C1293), 12 month	\$ 2,800.00
70390	Potential Reactivity Concrete Bar Expansion Method (ASTM C1293), 24 month	\$ 3,100.00
70397	Potential Reactivity Of Aggregate Combination, Non-Standard Method; 14-Day Exposure, Mortar (After ASTM C1507)	\$ 1,100.00
70392	Potential Reactivity Of Aggregate Combination, Non-Standard Method; 28-Day Exposure, Mortar (After ASTM C1507)	\$ 1,150.00
70345	R-Value Soil (ASTM 2844, CTM 301)	\$ 440.00
70347	R-Value Aggregate Base (ASTM D2844, CTM 301)	\$ 490.00
70340	Sand Equivalent (ASTM D2419, CTM 217)	\$ 125.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	\$ 90.00
70353	Sieve With Hydrometer 3/4" Gravel To Clay (ASTM D422, D7928, CTM 203)	\$ 250.00
70355	Sieve With Hydrometer Sand To Clay (ASTM D422, D7928, CTM 203)	\$ 240.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	\$ 160.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	\$ 120.00
70360	Sieve Analysis Split Sieve (ASTM C136, CTM 202)	\$ 240.00
70361	Sieve Analysis Without Wash With Cobbles (ASTM C136, CTM 202)	\$ 235.00
70363	Soundness Sodium Or Magnesium Sulfate, 5 Cycles (ASTM C88)	\$ 450.00
70365	Specific Gravity And Absorption Coarse (ASTM C127, CTM 206)	\$ 100.00
70367	Specific Gravity and Absorption Fine (ASTM C128, CTM 207)	\$ 185.00
70369	Swell/Settlement Potential One Dimensional (ASTM D4546)	\$ 150.00
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2106, CTM 221)	\$ 190.00
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	\$ 125.00
30319	Void In Aggregate With Known Specific Gravity (ASTM C29, CTM 212)	\$ 125.00
30411	Lightweight Particles Coarse, with Two Solutions (ASTM C123)	\$ 500.00
30412	Lightweight Particles Fine, with One Solution (ASTM C123)	\$ 250.00

Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing And Preparation	\$ 135.00
75032	HMA Mixing And Preparation With Aggregate Treatment	\$ 190.00
75033	Bulk Specific Gravity Of Compacted Sample Or Core SSD (ASTM D2726, CTM 308C)	\$ 60.00
75036	Bulk Specific Gravity Of Compacted Sample Or Core Paraffin Coated (ASTM D1168 and CTM 308A)	\$ 85.00

Task Code	Asphalt Concrete Tests, Continued	Rate
75040	Emulsion Residue, Evaporation (ASTM D244)	\$ 170.00
75024	Extraction % Bitumen (ASTM D6307, CTM 382)	\$ 170.00
75027	Extraction % Bitumen And Gradation (ASTM D5444, D6307, CTM 202, 382)	\$ 230.00
75029	Extraction % Bitumen, Correction Factor (ASTM D6307, CTM 382)	\$ 375.00
75030	Chemical Extraction % Bitumen And Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	\$ 395.00
75042	Lab Tested Maximum Density Hveem, 3 Briquettes (ASTM D1561, D1198, CTM 304, 308)	\$ 230.00
75057	Hveem Stabilometer Test, Premixed, 3 Briquettes (ASTM D1560, D1561, CTM 304, 366)	\$ 230.00
75048	Lab Tested Maximum Density Marshall, 3 Briquettes (ASTM D6926, D2726)	\$ 225.00
75049	Lab Tested Maximum Density Marshall 6" Specimen, 3 Briquettes (ASTM D6561, D2726)	\$ 230.00
75050	Lab Tested Maximum Density Superpave Gyrotory Compacted Briquette, SSD, 1 Briquette (ASTM D6925, D2726)	\$ 85.00
75052	Lab Tested Maximum Density Superpave Gyrotory Compacted Briquette, Paraffin, 1 Briquette (ASTM D1188, D6925)	\$ 95.00
75051	Maximum Theoretical Specific Gravity [RCE] (ASTM D2041, CTM 308)	\$ 170.00
75086	Marshall Stability And Flow, Cored Sample, Each (ASTM D6627)	\$ 85.00
75089	Marshall Stability And Flow, Premixed, 3 Briquettes (ASTM D6626, D6627)	\$ 245.00
75106	Marshall Stability And Flow, Gyrotory Compacted Specimen Pre-Mixed, 3 Briquettes (ASTM D5581, D6925)	\$ 245.00
75107	Marshall Stability And Flow 6" Specimen, Premixed, 3 Briquettes (ASTM D5581)	\$ 245.00
75083	Moisture Content (CTM 370)	\$ 90.00
75005	Wet Track Abrasion Test (ASTM D3810)	\$ 175.00
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	\$ 5,570.00
75096	Hveem Mix Design, With RAP (Excluding Aggregate Quality Tests, RAP Qualification)	\$ 6,050.00
75099	Hveem Mix Design, With Lime (Excluding Aggregate Quality Tests)	\$ 9,545.00
75004	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	\$ 6,640.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	\$ 7,715.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	\$ 5,570.00
75087	Marshall Mix Design With RAP (Excluding Aggregate Quality Tests)	\$ 6,050.00
75090	Marshall Mix Design With Lime (Excluding Aggregate Quality Tests)	\$ 6,640.00
75083	Open Grade Asphalt Concrete Mix Design (ASTM D7084, CTM 368)	\$ 3,215.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	\$ 11,355.00
75113	Superpave Mix Design, With RAP (Excluding Aggregate Quality Tests)	\$ 11,995.00
75114	Superpave Mix Design With Rubber (Excluding Aggregate Quality Tests)	\$ 11,995.00
75115	Superpave Mix Design With Additives (Excluding Aggregate Quality Tests)	\$ 12,320.00
75075	Effect Of Moisture On Asphalt Paving Mixtures, Pre-Mixed (ASTM D4807, AASHTO T283)	\$ 1,070.00
75111	Hamburg Wheel Track Test, 20,000 Passes, 4 Briquettes (AASHTO T324)	\$ 1,180.00
75038	Raveling Test Of Cold Mixed Emulsified Asphalt (ASTM D7198)	\$ 215.00
75087	Marshall Stability, Wet Set, 3 Replicates (AASHTO T245)	\$ 375.00
75088	Marshall Stability, Dry Set, 3 Replicates (AASHTO T245)	\$ 320.00
75070	Cold Recycled Asphalt Mix Design 2 Gradients Each, 3 Emulsion Content (Caltrans LP-8)	\$ 11,250.00

Task Code	Mortar And Stucco - Petrographic Examination	Rate
80282	Stucco, One-Coat (ASTM C856), Includes Thin Section), Per Sample	\$ 2,250.00
80286	Stucco, Two-Coat (ASTM C856), Includes Thin Section), Per Sample	\$ 2,500.00
80290	Stucco, Three-Coat (ASTM C856), Includes Thin Section), Per Sample	\$ 3,000.00
80294	Mortar (ASTM C1324, Petrographic Examination And Chemical Analysis), Per Sample	\$ 3,250.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus Of Rupture Flexural	\$ 110.00
20303	Compression Strength	\$ 75.00
20305	Absorption 5 Hour or 24 Hour	\$ 80.00
20307	Absorption (Boil) 1, 2 Or 5 Hours	\$ 110.00
20309	Initial Rate Of Absorption	\$ 70.00
20311	Efflorescence	\$ 85.00
20313	Cores Compression	\$ 90.00
20315	Shear Test On Brick Cores 2 Faces	\$ 110.00



Task Code	Concrete Block ASTM C140	Rate
20321	Compression	\$ 95.00
20323	Absorption/Moisture Content/Oven Dry Density	\$ 95.00
20327	Linear Shrinkage (ASTM C426)	\$ 275.00
20335	Web And Face Shell Measurements	\$ 55.00
20329	Tension Test	\$ 175.00
20331	Core Compression	\$ 90.00
20333	Shear Test Of Masonry Cores 2 Faces	\$ 110.00
20339	Efflorescence Tests	\$ 85.00

Task Code	Masonry Prisms, ASTM C1314	Rate
20341	Compression Test, Composite Masonry Prisms Up To 8" x 16"	\$ 205.00
20343	Compression Test, Composite Masonry Prisms > 8" x 16"	\$ 275.00
20346	Prism Core Modulus Of Elasticity	\$ 650.00
20347	Prism Core Modulus Of Elasticity With Transverse Strain (For Double-Wythe Specimen)	\$ 710.00

Task Code	Mortar And Grout	Rate
20351	Compression 2" x 4" Mortar Cylinders (ASTM C780)	\$ 60.00
20353	Compression 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)	\$ 45.00
20355	Compression 2" Cubes (ASTM C109)	\$ 60.00
20357	Compression Cores Includes Trimming (ASTM C42)	\$ 90.00

Task Code	Masonry Specimen Preparation	Rate
20158	Cutting Of Cubes Or Prisms	\$ 90.00

Task Code	Fireroofing Tests	Rate
20401	Oven Dry Density (ASTM E605)	\$ 75.00

Task Code	Gunita And Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	\$ 90.00
20365	Compression Cubes (Includes Saw Cutting)	\$ 105.00

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.	Rate
20371	Compression Test (ASTM C496 and C472)	\$ 75.00
20373	Air Dry Density (ASTM C472)	\$ 65.00
20379	Oven Dry Density (ASTM C495)	\$ 90.00

Task Code	Reinforcing Steel, ASTM A615, A706	Rate
20501	Tensile Test #11 Or Smaller	\$ 75.00
20503	Bend Test #11 Or Smaller	\$ 70.00
20504	Bend Test #14 Or #18	\$ 400.00
20505	Tensile Test #14	\$ 300.00
20507	Tensile Test #18	\$ 390.00

Task Code	Reinforcing Steel - Welded Or Coupled Specimens	Rate
20521	Tensile Test Welded/Coupled #11 And Smaller	\$ 85.00
20523	Tensile Test Welded/Coupled #14	\$ 250.00
20525	Tensile Test Welded/Coupled #18	\$ 410.00
20529	Weld Macroetch	\$ 95.00
20531	Slippage Test - Columns (CTM 570)	\$ 220.00
20532	Tensile Test Welded Hoops #11 And Smaller	\$ 170.00

Task Code	Metal and Steel Testing	Rate
20601	Tensile Strength Up To 100K Pounds (Each)	\$ 85.00
20603	Tensile Strength Up To 200K Pounds (Each)	\$ 95.00
20605	Tensile Strength Up To 300K Pounds (Each)	\$ 120.00
20607	Tensile Strength Up To 400K Pounds (Each)	\$ 175.00
20609	Tensile Strength 400K To 600K Pounds (Each)	\$ 400.00
20611	Tensile Strength Stress-Strain Percent Offset	\$ 250.00
20545	Weld Macroetch	\$ 95.00
20547	Weld Fracture	\$ 50.00
20615	Bend Test	\$ 80.00
20617	Flattening Test	\$ 80.00

Task Code	Metal and Steel Testing, Continued	Rate
20619	Hardness Test (ASTM E18)	\$ 85.00
20630	Bot Axial Tensile Test (Up To 7/8" Diameter)	\$ 70.00
20631	Bot Wedge Tensile Test (Up To 7/8" Diameter)	\$ 85.00
20632	Bot Axial Tensile Test (Greater Than 7/8" Up To 1" Diameter)	\$ 90.00
20633	Bot Wedge Tensile Test (Greater Than 7/8" Up To 1" Diameter)	\$ 110.00
20634	Bot Axial Tensile Test (Greater Than 1" Diameter)	\$ 130.00
20635	Bot Wedge Tensile Test (Greater Than 1" Diameter)	\$ 140.00
20636	Bot Proof Load Test (Up To 7/8")	\$ 95.00
20637	Bot Proof Load Test (Greater Than 7/8" Up To 1" Diameter)	\$ 115.00
20638	Bot Proof Load Test (Greater Than 1")	\$ 135.00
20639	Nut Proof Load Test (Up To 7/8")	\$ 75.00
20640	Nut Proof Load Test (Greater Than 7/8" Up To 1" Diameter)	\$ 95.00
20641	Nut Proof Load Test (Greater Than 1")	\$ 105.00

Task Code	Chemical Testing Of Metal And Steel	Rate
80170	Steel Chemical Analysis	Quotation
80173	Weight Of Galvanized Coating (ASTM A50)	\$ 90.00
80176	Epoxy Coating Thickness	\$ 100.00
80177	Coating Thickness	\$ 95.00

Task Code	Machining And Preparation Of Tensile And Bend Sample, Carbon Steel	Rate
20751	Machined Initial Preparation From Mock-Up, Etc. (Per Hour)	\$ 145.00
20753	Sawcut To Overall Width (Per 0.5" Thickness Or Fraction Thereof)	\$ 65.00
20755	Machine To Test Configuration Milled Specimens	\$ 95.00
20757	Machine To Test Configuration Turned Specimens (Per 0.5" Thickness Or Fraction Thereof)	\$ 170.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness Or Fraction Thereof)	\$ 115.00

Task Code	Charpy Impact	Rate
20621	Charpy Impact Ambient Temperature	\$ 105.00
20623	Charpy Impact Reduced Temperature	\$ 140.00

Task Code	Machining Of Charpy Samples, Carbon Steel	Rate
20780	Cutting And Milling (Per 0.5" Or Fraction Thereof)	\$ 95.00
20783	Final Machining To Sample Configuration	\$ 115.00

Task Code	Prestressing Wires And Tendons, (ASTM A415)	Rate
20701	Stress-Strain Analysis Wire Or Strands (Including Chart And Percent Offset)	\$ 255.00
20703	Tensile Test Only	\$ 190.00
20705	Tendons	Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)	Rate
20706	Tensile Strength - Set Of 5 Specimens/Batch/Direction (ASTM D3039)	\$ 1,400.00
20707	Tensile Strength - Additional Specimens (ASTM D3039) (ASTM D3039)	\$ 270.00
20708	Heating Chamber Time - Per 24 Hr. Period	\$ 100.00

Task Code	Calibration Services And Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	\$ 475.00

- Specialty Testing**
- Cyclic And Fatigue Testing Programs On Special Products/Parts
 - Engineering And Technical Support/Design Of Prototypes And Special Test Set-Up
 - Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Gear, Double Shear, B Compressions
 - Fiberglass/Composite Materials Field Testing Program (ASTM D1143 D1242, D2584, D4065, D4476, D4923, D7901, D7521, and D732)
 - Field Testing Of Structures And Structural Elements
 - In-Place Shear Testing
 - Materials And/Or Product Evaluation Per Specifications
 - Structural Dynamic Testing And Durability Analysis

General Conditions

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 12.
 NOTE: A minimum of 24 hours notice is required for testing and inspection services.
 NOTE: For projects subject to a Project Labor Agreement (PLA), if the terms and conditions of the PLA are more restrictive than those listed below, PLA terms and conditions will apply.
 NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Administrative Fees
 All administrative fees, except as noted below, including report distribution and Twining Construction Hive system are billed at the following percentage of the monthly invoice total: 4%



General Conditions, Continued

Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested. Submittal of project specific forms or resumes will be billed hourly at the Administrative Support Rate.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform

4-Hour Minimum: 1 to 4 hours of inspection

8-Hour Minimum: Over 4 to 8 hours of inspection

Regular Time (All Types of Inspection and also All Non-Exempt Employees)

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m. except as noted otherwise below.

Time and One-Half (All Types of Inspection and also All Non-Exempt Employees)

All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for the first four hours before 5:00 a.m. and after 5:00 p.m.

Double Time (All Types of Inspection and also All Non-Exempt Employees)

All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, and holidays. After the first four hours worked before 5:00 a.m. and after 5:00 p.m. Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas Day, and Local 12 general meeting days (First Saturday in June, First Saturday in December). If any of the holidays should fall on Sunday, the Monday following shall be considered the holiday.

Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Shift Differential (Applies to Regularly Scheduled Shifts Only)

A \$1.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice along with the General Contractors approved shift letter prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the applicable overtime or double time rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift shall be billed in accordance with the previous paragraph. The third shift shall be billed at 8 hours for the first 6 1/2 hours worked and appropriate overtime or double time for all hours thereafter.

Travel Time and Mileage

For projects outside a 50-mile radius from the nearest Twining facility, per excess mile to and from the project will be charged for Inspectors and technicians. Other than small tools, whenever 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, current IRS mileage rate per mile and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for Inspectors and technicians in addition to a subsistence allowance as detailed below.

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 on weekend in order 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, Twining will not be liable for any negative consequences.

Reimbursable Expenses

Parking, air fare, car rental, food, lodging and project specific software/applications (e.g. PlanGrid, Procore, etc.) will be charged at cost plus 20% per processed invoice, unless provided by client.

Project Specific Documents

Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a "for fee" service, the client will be responsible for providing access and paying any fees for the service.

Project Site Facilities

Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements are provided by others. In addition, prices quoted assume that work/break space for inspection staff are provided by others. Additional costs, provided by quotation, will apply should Twining be required to provide such facilities.

Subsistence

Subsistence on remote jobs will be charged per quotation.

Laboratory Testing Hours and Expedited Testing

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge, at the applicable regular, overtime or double time rate, with a minimum of one hour will be applied for the laboratory technician. For rush testing a 50% surcharge in addition to the regular test rate will apply.

Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
GU-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%

Limit of Liability

Client agrees to limit Twining's aggregate liability to all entities for alleged or actual errors and omissions in the performance of its professional services under this agreement to \$50,000.00 or the fees actually paid to Twining, whichever amount is greater. Higher limits may be available by quotation.

Additional Insurance Coverage

Any requirements for additional insurance policies or coverage beyond our normal policies/limits (e.g. SML coverage) may be provided at an additional fee and will be quoted on a per project requirements basis.



General Conditions, Continued

Final Reports Required by Jurisdiction

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and the maximum legal finance charge will be added to the unpaid balance.

In addition, should the client require that invoices be submitted through a web based or electronic system, the client will be responsible for all costs associated with the use of the system.

A 3% fee will be applied for payments processed by credit card.

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining 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 Twining, 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's 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.

Hold Specimens

All "hold" specimens are charged at the applicable test rate whether tested or not.

Specimen Sampling and Disposal

Twining samples materials used in construction in accordance with standard practices, methods, codes, and relevant project requirements. Representativeness of sampling and same accuracy of testing are subject to the same probabilistic and precision limitations as governing standards, codes and project technical provisions.

Should samples be provided by others Twining cannot warrant or guarantee that material is representative of material that is or will be used in actual construction of the project.

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made. Costs for storage will be by quotation.

Oversize Specimens

An extra charge will be made when test specimens require more than one person to handle because of size or weight.

Elevated Work Platforms

In the event an elevated work platform is required to safely complete our work, the client must provide safe access for Twining personnel for all required inspection, testing, sampling, etc. including a trained and certified operator or qualified inspector as applicable. Twining will not be responsible for signing waivers associated with providing such access. Should Twining be required to supply an elevated work platform, we will contract with a qualified vendor and the markups shown above will apply.

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND GEOCON WEST, INC.**

ON-CALL GEOTECHNICAL & MATERIAL TESTING SERVICES

THIS AGREEMENT is made and effective as of **July 9, 2024**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Geocon West, Inc.**, a **Corporation**, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **July 9, 2024**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2029**, unless sooner terminated pursuant to the provisions of this Agreement.

At the beginning of each fiscal year, the Consultant may request an adjustment to the payment rates and schedule of payment in accordance with the changes in the Consumer Price Index (CPI) for all Urban Consumers for the Riverside-San Bernardino-Ontario Core Based Statistical Area using the most recently published month annual percentage change. Any adjustment of Payment Rates and Schedule must be agreed upon by the City and Consultant and incorporated by an Amendment to the Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **One Million Dollars and Zero Cents (\$1,000,000.00)**.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-Consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subconsultant under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

6. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Consultant and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination,

provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "PAYMENT" herein.

8. DEFAULT OF CONSULTANT

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

10. INDEMNIFICATION

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any

and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Consultant, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than One Million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every Consultant will be required to secure the payment of compensation to its employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Vendor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) Professional Liability (Errors and Omissions): One million dollars (\$1,000,000) per occurrence and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant's products and completed operations of the Consultant; premises owned, occupied or used by the Vendor. General liability coverage can be provided in the form of an endorsement to the Consultant Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

2) For any claims related to this project, the Consultant insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Consultant may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) 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.

6) If the Consultant's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Consultant, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-:VII or

better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEPENDENT CONTRACTOR

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

14. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project

or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: Geocon West, Inc.
Attn: Lisa Battiato
41571 Corning Place, Suite 101
Murrieta, CA 922562

16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AUTHORITY TO EXECUTE THIS AGREEMENT


The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
James Stewart, Mayor

By: 
Joseph Vettel, CEO

ATTEST:

By: _____
Randi Johl, City Clerk

By: 
William Lydon, CFO

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Geocon West, Inc.
Attn: Lisa Battiato
41571 Corning Place, Suite 101-104
Murrieta, CA 92562
(951) 304-2300
battiato@geoconinc.com

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) includes on-call geotechnical and materials testing services for Public Works projects. The general scope of service for each project will vary. Typical services that may be required on Public Works projects could include, but may not be limited to, some or all of the following services:

- Subsurface Exploration, including but not limited to the following:
 - In-Place Moisture and Density Tests
 - Laboratory Maximum Density and Optimum Moisture Tests
 - Sieve Analysis
 - R-Value
 - Direct Shear Tests
 - Consolidation of Collapse Tests
 - PH, Resistivity, Soluble Sulfate, and Chloride Tests
- Logs of the Exploratory Borings summarizing the subsurface conditions encountered, Results of Laboratory Testing, and a Plan indicating the Location of the Explorations
- Seismicity
- Geotechnical Evaluation and Recommendations, including but not limited to the following:
 - Grading
 - Earthwork
 - Settlement Considerations
 - Surface and Subsurface Drainage
 - Foundation, Column, and Slab Recommendations
 - Slope Stability
 - Soil Sulfate Content Implications
 - Utility Trench Backfill
 - Retaining Walls and recommended Lateral Earth Pressures used for Design
 - Pavement Design
 - Grading and Foundation Plan Review
 - Construction Monitoring
 - Pile Driving, if necessary
 - Lateral Earth Pressures
- Discussion of the Existing Pavement or Site Conditions
- Recommendations of Removal of Unsuitable Material
- Soil Ferrous Corrosivity and Portland Cement Attack Potential
- Environmental Concerns / Hazards

- Preparation of Phase I Environmental Reports of properties
- Review of available Geologic Maps and Reports for the Region
- Discussion of the Material Encountered in the Borings and Measured Engineering Properties
- Preparation of Field and Final Compaction Reports, as required. A Summary of Findings and Recommendations in the Report
- Review of Project Plans and Specifications with emphases on Geotechnical and Laboratory Materials Testing Services, and attend Progress Meetings, as required
- Observation and Field Testing Services during all phases of Site Grading, including but not limited to Removal of Unsuitable Soils, Approval of Areas to receive Fill and Mass Fill Placement
- Field Observation and Testing during Trench Backfilling Operations
- Field Density Testing during Subgrade and Base Compaction
- Field Sampling and Testing of Base and Asphalt Concrete
- All necessary Laboratory Tests to support Fielded Services, and to satisfy Caltrans and other regulatory agency requirements
- Batch Plant Inspections
- Structure Backfill Observation and Testing
- Concrete Sampling and Testing
- Special Inspections
- Consulting Services requiring Corrective and/or Remedial Recommendations, if necessary

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$1,000,000.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



2024 SCHEDULE OF FEES – RV24

Professional Services

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher.....	\$95/hr
Engineering Assistant/Lab Technician.....	\$95/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill).....	*\$85/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.).....	*\$90/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*\$110/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*\$125/hr
Staff Engineer/Geologist.....	*\$125/hr
Senior Staff Engineer/Geologist.....	*\$135/hr
Project Engineer/Geologist.....	*\$145/hr
Senior Project Engineer/Geologist.....	*\$155/hr
Senior Engineer/Geologist.....	*\$175/hr
Associate Engineer/Geologist.....	*\$200/hr
Principal Engineer/Geologist/Litigation Support.....	\$400/hr
Attorney Fees (General).....	\$500/hr
Deposition or Court Appearance.....	\$550/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out).....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Field Services Fee per call-out, 4 Hours (if 4 hours or less), 8 Hours (if more than 4 hours and less than 8 Hours)	
Short-Notice Cancellation, 4 Hours (if after 4 pm of the day prior to the scheduled inspection time)	
Short-Notice Cancellation, 4 Hours (upon or after arrival at jobsite)	

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$50/hr

Travel

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem).....	Quote Based on Location
Vehicle Mileage.....	0.75/mile

Equipment, Materials

Nuclear Density Gauge/Sand Cone Testing Equipment.....	*\$10/hr	Dynamic Cone Penetrometer.....	\$250/day
Vehicle.....	*\$10/hr	Generator or Air Compressor.....	\$100/day
Special Inspection Equipment.....	*\$5/hr	Hand-Auger.....	\$40/day
Pick-up Truck.....	\$175/day	Lath Bundle.....	\$100/ea
55-Gallon Drum.....	\$75/ea	Manometer.....	\$100/day
AC Cold Patch.....	\$35/bag	Mobile Laboratory with Lab Technician.....	\$1,650/day
Gravel.....	\$35/bag	Perforated 3" PVC Pipe.....	\$45/10ft
Quick Set PCC Patch.....	\$35/bag	Sand Cone Testing Equipment.....	\$10/hr
Sand.....	\$35/bag	Schmidt Hammer.....	\$100/day
GPS Unit.....	\$175/day	Soil Sample Tube.....	\$15/ea
Battery-Powered Pump.....	\$100/day	Temp Marking Paint.....	\$20/can
Coring Machine (concrete, asphalt, masonry).....	\$285/day	Water Buffalo.....	\$75/ea
Double Ring Infiltrometer.....	\$200/day	Water Level Indicator.....	\$50/day
Drive-Tube Sampler.....	\$60/day		

Laboratory Tests*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold	\$300/ea
(D698/D1557/T99/T108) 6-inch mold	\$300/ea
(CT 216) California Impact	\$300/ea
Check Point	\$125/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3)	\$200/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.)	\$75/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3)	\$350/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.)	\$125/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value	\$350/ea
(D2844/CT301) Resistance Value, Treated	\$350/ea
(D1883) California Bearing Ratio	\$600/ea
(C977) Stabilization Ability of Lime	185/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers)	600/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity	\$175/ea
(D4972/T289) pH Only	\$75/ea
(CT417) Sulfate Content	\$125/ea
(CT422) Chloride Content	\$125/ea
(D2974) Organic Content	\$100/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall	\$270/ea
(D5856) Permeability, Rigid Wall	\$260/ea
(D2434) Permeability, Constant Head	\$280/ea
(D2434) Permeability, FHA Slab-on-Grade	\$110/ea
(D2434) Permeability, Hourly	\$55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload)	\$400/ea
(D2435/T216) Consolidation Additional Point w/ Unload	\$90/ea
(D4546) Swell/Compression Testing & Density	\$125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.)	\$85/ea
(D4546) Swell/Settlement Testing & Density (County)	\$100/ea
(D4546) Swell/Settlement Testing & Density (FHA)	\$90/ea
(D4829) Expansion Index of Soils	\$250/ea

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller	\$100/ea
#14 Bar	\$125/ea
#18 Bar (Proof Test)	\$150/ea

(A370) Bend Test

#11 Bar & Smaller	\$50/ea
#14 & #18 Bar	\$75/ea

(A370) Tensile - Mechanically Spliced Bar

#11 Bar & Smaller	\$175/ea
#14 Bar & Larger	\$225/ea

(A370) Tensile - Electric Resist. Butt Splice w/ Control

(A370) Straightening of bar (if required)

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen

 (A370) Tensile Strength & Elongation

 Up to 200,000 lbs

 200,000 - 300,000 lbs

300,000 - 400,000 lbs

Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire

(A416) Tensile Strength, 7-Wire Strand

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve	\$250/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash	\$175/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash	\$150/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash	\$125/ea
(C117/D1140/T11) Materials Finer than #200	\$115/ea
(D2216/T265/CT226) Moisture Content	\$40/ea
(D2487/D2488) Visual Soil Classification	\$40/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method	\$50/ea
(D4943) Shrinkage Factors of Soils, Wax Method	\$75/ea
(C131/C535/CT211) L.A. Abrasion Resistance	250/ea
(C142/T112) Clay Lumps and Friable Particles	155/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles	\$250/ea
(D3744/CT229/T210) Durability Index Fine	\$200/ea
(D3744/CT229/T210) Durability Index Coarse	\$200/ea
(CT227) Cleanness Value	\$200/ea
(D4791) Flat & Elongated Particles	\$175/ea
(D693/CT205) Percent Crushed Particles	\$200/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate	\$200/ea
(C40/CT213/T21) Organic Impurities	\$100/ea
(C235) Soft Hardness (Scratch Hardness)	\$125/ea
(C88/CT214/T104) Sulfate Soundness	\$500/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate	\$175/ea
(C127/CT206/T85) Coarse Specific Gravity	\$150/ea
(C128/CT207/T84) Fine Specific Gravity	\$175/ea
(D854/CT209/T100) Specific Gravity of Soil	\$200/ea
(C29/CT212/T19) Unit Weight & Percent Voids	\$125/ea
(D2419/CT217/T176) Sand Equivalent	\$150/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit)	\$250/ea
(D4318/CT204/T89) Liquid Limit	\$125/ea
(D4318/CT204/T90) Plastic Limit	\$125/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete	Quote

SHEAR STRENGTH

(D2166) Unconfined Compression	\$100/ea
(D3080/T236) Direct Shear (3 points)	\$350/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass	\$125/ea
(D2850) Unconsolidated-Undrained Triaxial Shear	\$115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged	\$160/ea
(D4767) Consolidated-Undrained Triaxial Shear	\$265/ea
(D4767) Consolidated-Undrained Triaxial Staged	\$340/ea
(EM1110) Consolidated-Drained Triaxial Shear	\$375/ea
(EM1110) Consolidated-Drained Triaxial Staged	\$480/ea

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption	\$350/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen) ..	\$125/ea
(C140) Compression Test	\$300/ea
(C140) Compression Test (ea. addtl. specimen)	\$125/ea
(C426) Linear Drying Shrinkage	\$350/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4")	\$30/ea
(C942) Grout Prism (3"x3"x6"), trimming included	\$35/ea

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" - 8"x12"x16"	\$200/ea
(C1314) 8"x16"x16" - 10"x12"x16"	\$225/ea
(C1314) 12"x12"x16" - 12"x16"x16"	\$250/ea
(C1314) Larger than 12"x16"x16"	Quote

Laboratory Tests* (continued)

High Strength Bolt, Nut, & Washer Tests:

(A325/A490) Tensile Test on Bolts.....	\$100/ea
(A563) Proof Load Test on Nuts.....	\$100/ea
(A325/A490) Hardness Test on Bolts.....	\$50/ea
(A536) Hardness Test on Nuts.....	\$50/ea
(F436) Hardness Test on Washers.....	\$50/ea

Weld Specimen Tests:

(E164) Ultrasonic Examination.....	Quote
Machining & Prep of Test Specimen.....	Cost + 20%
(E381) Macrotech Test (3 Faces).....	\$355

ASPHALT TESTING

Asphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA.....	\$100/ea
(D1560/CT366) Stabilometer Value (HVEEM).....	\$225/ea
(D2041) Theoretical Max Specific Gravity.....	\$200/ea
(D5444) Sieve Analysis of Extracted Asphalt.....	\$250/ea
(D6307/CT382) Percent Asphalt, Ignition Method.....	\$175/ea
(D1188) Unit Weight of Asphalt Core.....	\$95/ea

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:

100 Ton & Under.....	\$250/ea
101 Tons – 200 Tons.....	\$350/ea

Use of Universal Testing Machine:

UTM with One Operator.....	\$400/ea
Additional Technician.....	Regular Tech Rate

Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness.....	\$125/ea
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Brick Test (Set of 5 Specimens):

(C67) 24-Hour Absorption, Cold Water.....	\$250/set
(C67) 5-Hour Absorption, Boiling Water.....	\$250/set
(C67) Compression Test or Modulus of Rupture.....	\$300/set
(C67) Each Additional Specimen.....	\$100/ea

CONCRETE**

Mix Designs:

(ACI211/ACI214) Concrete Mix Design.....	\$450/ea
(ACI211/ACI214) Review of Concrete Mix Design.....	\$450/ea
(C192) Concrete Trial Mix (includes equipment & labor).....	\$650/ea

Concrete Properties:

(C39/CT521/T22) Comp. Strength, Concrete Cyl.....	\$30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core.....	\$60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam.....	\$125/ea
(C174) Length Measuring of Drilled Cores.....	\$100/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3).....	\$350/set
(C1140) Shotcrete Panel (each addtl. specimen).....	\$125/ea
(C496) Static Modulus of Elasticity.....	\$250/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days).....	\$650/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete.....	\$95/ea

(F1869) Vapor Emission Rate, Concrete Subfloor.....	\$50/ea
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*2X Surcharge on rush turn-around for laboratory testing.

**Fee applies for sample storage, testing, or disposal.

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND ARAGON GEOTECHNICAL, INC.**

ON-CALL CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT is made and effective as of **July 9, 2024**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Aragon Geotechnical, a Corporation**, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **July 9, 2024**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2029**, unless sooner terminated pursuant to the provisions of this Agreement.

At the beginning of each fiscal year, the Consultant may request an adjustment to the payment rates and schedule of payment in accordance with the changes in the Consumer Price Index (CPI) for all Urban Consumers for the Riverside-San Bernardino-Ontario Core Based Statistical Area using the most recently published month annual percentage change. Any adjustment of Payment Rates and Schedule must be agreed upon by the City and Consultant and incorporated by an Amendment to the Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **One Million Dollars and Zero Cents (\$1,000,000.00)**.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager . Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-Consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subconsultant under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

6. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Consultant and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination,

provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "PAYMENT" herein.

8. DEFAULT OF CONSULTANT

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

10. INDEMNIFICATION

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any

and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Consultant, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than One Million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every Consultant will be required to secure the payment of compensation to its employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Vendor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) Professional Liability (Errors and Omissions): One million dollars (\$1,000,000) per occurrence and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant's products and completed operations of the Consultant; premises owned, occupied or used by the Vendor. General liability coverage can be provided in the form of an endorsement to the Consultant Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

2) For any claims related to this project, the Consultant insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Consultant may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) 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.

6) If the Consultant's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Consultant, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-:VII or

better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEPENDENT CONTRACTOR

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

14. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project

or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: Aragon Geotechnical, Inc.
Attn: C. Fernando Aragon
16801 Van Buren Blvd., Bldg. B
Riverside, CA 92504

16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern

the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
James Stewart, Mayor

By: 
C. Fernando Aragon, President

ATTEST:

By: _____
Randi Johl, City Clerk

By: 
Martha M. Aragon, Vice President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Aragon Geotechnical, Inc.
Attn: **C. Fernando Aragon**
16801 Van Buren Blvd., Bldg. B
Riverside, CA 92504
(951) 776-0345
fernando@aragongeo.com

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) includes on-call geotechnical and materials testing services for Public Works projects. The general scope of service for each project will vary. Typical services that may be required on Public Works projects could include, but may not be limited to, some or all of the following services:

- Subsurface Exploration, including but not limited to the following:
 - In-Place Moisture and Density Tests
 - Laboratory Maximum Density and Optimum Moisture Tests
 - Sieve Analysis
 - R-Value
 - Direct Shear Tests
 - Consolidation of Collapse Tests
 - PH, Resistivity, Soluble Sulfate, and Chloride Tests
- Logs of the Exploratory Borings summarizing the subsurface conditions encountered, Results of Laboratory Testing, and a Plan indicating the Location of the Explorations
- Seismicity
- Geotechnical Evaluation and Recommendations, including but not limited to the following:
 - Grading
 - Earthwork
 - Settlement Considerations
 - Surface and Subsurface Drainage
 - Foundation, Column, and Slab Recommendations
 - Slope Stability
 - Soil Sulfate Content Implications
 - Utility Trench Backfill
 - Retaining Walls and recommended Lateral Earth Pressures used for Design
 - Pavement Design
 - Grading and Foundation Plan Review
 - Construction Monitoring
 - Pile Driving, if necessary
 - Lateral Earth Pressures
- Discussion of the Existing Pavement or Site Conditions
- Recommendations of Removal of Unsuitable Material
- Soil Ferrous Corrosivity and Portland Cement Attack Potential
- Environmental Concerns / Hazards

- Preparation of Phase I Environmental Reports of properties
- Review of available Geologic Maps and Reports for the Region
- Discussion of the Material Encountered in the Borings and Measured Engineering Properties
- Preparation of Field and Final Compaction Reports, as required. A Summary of Findings and Recommendations in the Report
- Review of Project Plans and Specifications with emphases on Geotechnical and Laboratory Materials Testing Services, and attend Progress Meetings, as required
- Observation and Field Testing Services during all phases of Site Grading, including but not limited to Removal of Unsuitable Soils, Approval of Areas to receive Fill and Mass Fill Placement
- Field Observation and Testing during Trench Backfilling Operations
- Field Density Testing during Subgrade and Base Compaction
- Field Sampling and Testing of Base and Asphalt Concrete
- All necessary Laboratory Tests to support Fielded Services, and to satisfy Caltrans and other regulatory agency requirements
- Batch Plant Inspections
- Structure Backfill Observation and Testing
- Concrete Sampling and Testing
- Special Inspections
- Consulting Services requiring Corrective and/or Remedial Recommendations, if necessary

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$1,000,000.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



ARAGÓN GEOTECHNICAL, INC.
 16801 Van Buren Blvd.
 Riverside, California 92504
 (951) 776-0345

FEE SCHEDULE

Aragón Geotechnical, Inc. (AGI) provides consulting services in the fields of soils and foundation engineering, engineering geology, earthquake engineering, fault studies, material testing, groundwater geology, environmental studies and other special inspection services. Compensation for services will be based on the following fee schedule.

LABORATORY TESTING

Soil Tests	Aggregate Tests
Compaction Test (6" mold) ASTM D1557-Method C.....	Sieve Analysis w/ Wash - ASTM C136 / T 27 / CA Test 202
\$ 300	\$ 150
Compaction Test (4" mold) ASTM D1557-Methods A&B	Moisture Content - AASHTO T265 / CA Test 226
\$ 250	\$ 30
Relative Density - CA Test 216	Sand Equivalent - AASHTO T176 / CA Test 217
\$ 285	\$ 120
Consolidation Test - ASTM D2435-Method A.....	Organic Impurities - ASTM C40 / Cal Test 213
\$ 225	\$ 110
Time Consolidation Test (per increment)	Fine Specific Gravity - AASHTO T84 / ASTM C128
\$ 55	\$ 240
Direct Shear Test (drive-tube sample)	Coarse Specific Gravity - AASHTO T85 / ASTM C127
\$ 210	\$ 180
Direct Shear Test (remolded sample)	Cleaness Value - CA Test 227
\$ 340	\$ 200
Direct Shear Test (residual)	Durability Index (Fine & Coarse) - CA Test 229
\$ 600	\$ 180
Moisture-Density Test - ASTM D293	Flat & Elongated - D4791
\$ 35	\$ 215
Expansion Index Test - ASTM D4829	Crushed Particles - AASHTO T335/ CA Test 205
\$ 190	\$ 205
Atterberg Limits - ASTM D4316 & CA Test 204	Uncompacted Void Content - AASHTO T304
\$ 225	\$ 205
Sieve Analysis of Soils - ASTM D6913	Unit Weight of Aggregate - ASTM C29
\$ 250	\$ 115
Hydrometer Analysis (w/ Sieve) - ASTM D422	Clay Lumps & Friable Particles - ASTM C142
\$ 250	\$ 210
Material Passing the #200 Sieve - ASTM D1140	LA Rattler - ASTM C131/CS35 & CA Test 211
\$ 60	\$ 285
Moisture Content of Soils - ASTM D2216	Lightweight Pieces of Aggregate (2.0 or 2.4 SpG) - ASTM C123 ..
\$ 30	\$ 450
Specific Gravity of Soils - ASTM D854	Sodium Sulfate Soundness (2 Sieve Min.) - ASTM C88/Sieve
\$ 250	\$ 190
R-Value of Soil or Aggregate - CA Test 301	Fine Aggregate Resistance - ASTM D7428
\$ 350	\$ 800
California Bearing Ratio Test (1 Pt.) - ASTM D1883	
\$ 500	
Rock Point Load Test	Concrete & Masonry Tests
\$ 75	
Unconfined Compression Test	Concrete Compressive Strength - ASTM C39
\$ 220	\$ 35
Soil-Cement Compression Test - ASTM D1633	Mortar Compressive Strength - ASTM C780
\$ 75	\$ 65
Soil-Cement Trial Batch	Grout Compressive Strength - ASTM C1019
Quote	\$ 65
Dry Preparation of Soils - ASTM D421	Prism Compressive Strength - ASTM C1314
\$ 100	\$ 180
Permeability Test - ASTM D2434	Concrete Flexural Strength - ASTM C78 / CA Test 523
Quote	\$ 80
Triaxial Compression Test - ASTM	Core Compressive Strength w/trim - ASTM C42
Quote	\$ 75
	Specific Gravity of Core - ASTM 642
	\$ 115
	Concrete Shrinkage Bars - ASTM C157 (Set of 3)
	\$ 700
	Concrete Trial Batch - ASTM C192
	Quote
	Shotcrete Compressive Strength Lab Core - ASTM C1604
	\$ 150
	Shotcrete Nozzleman Qualification - ACI 506.4
	\$ 140
	Concrete Trial Batch - ASTM C192
	Quote

Chemical Tests

pH Value of Soils - ASTM D4972	\$ 150
Corrosion Series - CA Test 643	\$ 300
Sulfate Content - CA Test 417	\$ 60
Chloride Content - CA Test 422	\$ 60



ARAGÓN GEOTECHNICAL, INC.
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Asphalt Tests

% Oil by Ignition Method - ASTM D6307 / AASHTO T308	\$ 210
% Oil by Chemical Method - ASTM D2172	\$ 700
% Oil & Gradation RAP - CA Test 384	\$ 300
Gradation of Extracted Aggregate - ASTM D5444	\$ 165
Ignition Correction Factor - ASTM D6307 / AASHTO T308	\$ 850
Moisture Content - AASHTO T329	\$ 30
Density of Core (SSD) - ASTM D2726 / AASHTO T168	\$ 50
Density of Core (Coated) - AASHTO T275 / ASTM D1188	\$ 60
Core Measurements - ASTM D3549	\$ 35
Air Void Determination - ASTM D3203 / AASHTO T269	\$ 60
Max Specific Gravity (Rice) - ASTM D2041 / AASHTO T209	\$ 165
Preparation by Marshall Method - ASTM D6926 (Set of 3)	\$ 210
Marshall Stability - ASTM D6927 (Set of 3 from field)	\$ 240
Asphalt Mix Design - Marshall Method	Quote
Preparation by Hveem Method - ASTM D1561 (Set of 3)	\$ 275
Hveem Stability - ASTM D1560 (Set of 3)	\$ 375
Asphalt Mix Design - Hveem Method	Quote
Prep by Superpave Method - ASTM D6925 / T 312 (LTMD)	\$ 550
Hamburg Wheel Tracking - AASHTO T324 (Each)	\$ 1,150
Prep by Superpave Method - ASTM D6925 / T 312 (Ea Pt.)	\$ 165
Asphalt Mix Design - Superpave Method	Quote
RAP Testing for JMF - LP-9 & Cal Test 384	Quote
Tensile Strength Ratio - AASHTO T283	\$ 1,350
Centrifuge Kerosene Equivalent - CA Test 303	\$ 600
Swell Test (Drive-Tube Sample) - CA Test 305	\$ 410
MVS Test - CA Test 307	\$ 480
Asphalt Mix Design - Cold In Place Recycled	Quote

Steel & Other Tests

Tensile & Bend Test (#3 to #8) - ASTM A370 & E290	\$ 250
Tensile & Bend Test (#9 to #11) - ASTM A370 & E290	\$ 300
Tensile & Bend Test (#14 +) - ASTM A370 & E290	Quote
Thickness and Density of SFRM - ASTM E605	\$ 150
Cohesion/Adhesion of SFRM - ASTM E736 (Kit Only)	\$ 60

Comments - Project related expenses will be billed as follows:
 Out-

Emulsion & Binder Tests

Raveling Test of Cold Mixed Emulsified - ASTM D7196	Quote
Wet Track Abrasion Test - TB 100	\$ 175
Saybolt Furol Viscosity - AASHTO T59	\$ 220
Sieve Test (%) - AASHTO T59	\$ 80
Storage Stability - AASHTO T59	\$ 250
Residue by Distillation - AASHTO T59	\$ 175
Particle Charge - AASHTO T59	\$ 75
Penetration - AASHTO T49	\$ 80
Ductility - AASHTO T51	\$ 120
Solubility in Trichloroethylene - AASHTO T44	\$ 375
Residue by Evaporation - AASHTO T59	\$ 105

PROFESSIONAL & TECHNICAL STAFF

Principal Engineer (per hour).....	\$ 185
Principal Geologist (per hour).....	\$ 185
Senior Engineer (per hour).....	\$ 165
Senior Geologist (per hour).....	\$ 165
Project Engineer (per hour).....	\$ 145
Project Geologist (per hour).....	\$ 145
Staff Engineer (per hour).....	\$ 135
Staff Geologist (per hour).....	\$ 135
Project Manager / Supervising Technician (per hour).....	\$ 135
Field Technician / Special Inspector (Prevailing Wage)	\$ 137
Laboratory Technician	\$ 90
Draftsperson (per hour).....	\$ 90
Technical Word Processing (per hour).....	\$ 55
Forensic Consulting & Testifying (4 hrs. minimum).....	\$ 500
Mileage (per mile).....	\$ 0.75
Per Diem (per day).....	\$ 300
Mobile Lab Mobilization/Demobilization (each occurrence)	\$ 1,500

Overtime for technical personnel will be charged at the base rate times 1.5 per hour for time in excess of 8 hours, but less than 12 hours, per day and Saturdays. Time over 12 hours per day, Sundays and holidays will be charged at the base rate times 2. There is a minimum charge of 4 hours. Refer to comments below.

EFFECTIVE JANUARY 2024

C. Fernando Aragón

By: Official Authorized to Bind the Business.