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

#### **GEOTECHNICAL ENGINEERING SERVICES (PLAN REVIEW)**

**THIS AGREEMENT** is made and effective as of **August 27**, **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. <u>TERM</u>

This Agreement shall commence on **August 27**, **2024**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30**, **2027**, unless sooner terminated pursuant to the provisions of this 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 **Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00)**.
- 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 <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>. 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. <u>DEFAULT OF CONSULTANT</u>

- 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. <u>INSURANCE REQUIREMENTS</u>

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. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as: b.
- 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 (\$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.
- c. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.
- d. <u>Other Insurance Provisions</u>. 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 Consultant'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 consultant.
- 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.
- e. <u>Acceptability of Insurers</u>. 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.
- f. <u>Verification of Coverage</u>. 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.

g. <u>Special Risks or Circumstances</u>. 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. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>

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	corpo	Signatures of corporate officers required unless rate documents authorize only one person to sign the ment on behalf of the corporation.)
Ву:	James Stewart, Mayor	Ву:	Kristen Williams, West Area Leader/Vice President
ATTI	EST:		
Ву:	Randi Johl, City Clerk	Ву:	Nikhila Srirangpatna, West Area Financial Leader/Vice President
APPI	ROVED AS TO FORM:		
Ву:	Peter M. Thorson, City Attorney	CON	SULTANT
			antas Inc.
			Simon Saiid
			5 Enterprise Circle N., Suite 103 ecula, CA 92590-5661
			296-0530
			d@verdantas.com
			_

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06/04/2024

# **EXHIBIT A**

### Tasks to be Performed

All tasks to be performed are per the proposal provided by the Consultant attached hereto and incorporated herein as though set forth in full.

41715 Enterprise, Circle North, Suite 103 Temecula, CA 92590 +1 951-296-0530

# verdantas

July 18, 2024 PN 041.TemeCpeer

Brandon Rabidou, Principal Management Analyst City of Temecula, Planning Department 4100 Main Street Temecula, CA 92590 brandon.rabidou@TemeculaCA.gov

Subject: Geotechnical Peer Review

On-call Contract 2024-2027 City of Temecula, California

In accordance with your request, we are pleased to present this fee proposal to provide a geologic/geotechnical peer review in support of the City Plan Check process. In accordance with our approved scope of work, our review/services will be provided on a fixed-fee basis depending on type of review required for a specific submittal. A summary of the anticipated type of reviews and associated fee is as follows:

Review Type	Anticipated Tasks / Services	Fixed-Fee
Type I Review	Perform a peer review of submitted geotechnical/geologic report plus one additional review to response by consultant – most cases	\$4,590
Type II Review	Same as above but the site/project is located with a fault Hazard Zone and the report includes a fault investigation study	\$5,737
Additional Reviews	If consultant failed to address adequately all review comments after our first review, then additional fees may apply, and a subsequent fee proposal will be submitted for approval.	\$1,000 - \$3,000

Actual scope and fee for the additional reviews depends on complexity and required response by the consultant that may include submitting a new/update report and/or addendum reports. An escalation fee will be submitted at the start of every fiscal to the City for approval.

We appreciate the opportunity to be of service to the City. If you have questions, please contact us at your convenience.

Sincerely,

Verdantas

Brent Adam, PG, CEG Senior Project Geologist/PM 1 951.231.3427

Brent adam

badam@verdantas.com

Simon I. Salid, PE, GE Department Leader 1 951.252.8013 ssaiid@verdantas.com

## **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 \$250,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



# 2024 PROFESSIONAL FEE SCHEDULE - Amended -

LABO	RRATES
CLASSIFICATION \$/HR	CLASSIFICATION \$/HR
Technician I	Project Administrator/Word Processor/Dispatcher90
Technician II / Special Inspector	Information Specialist
Senior Technician / Senior Special Inspector	CAD Operator
Prevailing Wage (field soils / materials tester) *	GIS Specialist
Prevailing Wage (Special Inspector) *	GIS Analyst
Prevailing Wage (On site Source Inspector, NDT and soil remediation	Staff Engineer / Geologist / Scientist
O&M)*168	Senior Staff Engineer / Geologist / Scientist / ASMR
System Operation & Maintenance (O&M) Specialist	Operations / Laboratory Manager
Non Destructive Testing (NDT)168	Project Engineer / Geologist / Scientist
Deputy Inspector	Senior Project Engineer / Geologist / Scientist / SMR240
Field / Laboratory Supervisor165	Associate
Source Inspector	Principal
City of Los Angeles Deputy Building (including Grading) Inspector 175	Senior Principal
* See Prevailing Wages in Terms and Conditions	

#### GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		COMPACTION & PAVEMENT SUBGRADE TESTS	
Photograph of sample		Standard Proctor compaction, 4 points (ASTM D698)	
Moisture content (ASTM D2216)		- 4 inch diameter mold (Methods A & B)	170
Moisture & density (ASTM D2937) ring samples		- 6 inch diameter mold (Method C)	
Moisture & density (ASTM D2937) Shelby tube or cutting	45	Modified Proctor compaction 4 points (ASTM D1557):	
Atterberg limits 3 points (ASTM D4318):		- 4 inch diameter mold Methods A & B	235
- Single point, non-plastic		- 6 inch diameter mold Method C	
- Atterberg limits (organic ASTM D2487 / D4318)		Check point (per point)	
<ul> <li>Visual classification as non-plastic (ASTM D2488)</li> </ul>	15	Relative compaction of untreated/treated soils/aggregates (CTM 2)	
Particle size:		Relative density 0.1 ft mold (ASTM D4253, D4254)	
- Sieve only 11/2 inch to #200 (AASHTO T27/ASTM C136/A		California Bearing Ratio (ASTM D1883)	
155		- 3 point	535
<ul> <li>Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/AS</li> </ul>	TM D6913/CTM 202)	- 1 point	
195		R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CT	M
- Hydrometer only (ASTM D7928)	120	301)	
<ul> <li>Sieve + hydrometer ≤3 inch sieve, (ASTM D7928)</li> </ul>	200	R-Value lime or cement treated soils/aggregates (AASHTO T190/	
- Percent passing #200 sieve, wash only (ASTM D1140)	75	ASTM D2844/CTM 301)	365
Specific gravity and absorption of fine aggregate			
(AASHTO T84/ASTM C128/ASTM D854/CTM 207)	140	SOIL CHEMISTRY & CORROSIVITY	
Specific gravity and absorption of coarse aggregate		pH Method A (ASTM D4972 or CTM 643)	
(AASHTO T85/ASTM C127/CTM 206)	110	Electrical resistivity - single point - as received moisture	
- Total porosity - on Shelby tube sample (calculated)	180	Minimum resistivity 3 moisture content points (ASTM G187/CTM 64	3)95
<ul> <li>Total porosity - on other sample (calculated)</li> </ul>		pH + minimum resistivity (CTM 643)	140
Shrinkage limits wax method (ASTM D4943)	135	Sulfate content - gravimetric (CTM 417 B Part 2)	75
Pinhole dispersion (ASTM D4647)	225	Sulfate content - by ion chromatograph (CTM 417 Part 2)	85
Dispersive characteristics (double hydrometer ASTM D42	221)215	Sulfate screen (Hach*)	35
As-received moisture & density (chunk/carved samples)	65	Chloride content (AASHTO T291/CTM 422)	75
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	115	Chloride content - by ion chromatograph (AASHTO T291/CTM 422)	
		Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643	
SHEAR STRENGTH		Organic matter content (ASTM D2974)	70
Pocket penetrometer	20	CONSOLIDATION & EXPANSION/SWELL TESTS	
Direct shear (ASTM D3080, mod., 3 points):		Consolidation (ASTM D2435):	210
Consolidated undrained - 0.05 inch/min (CU)		Each additional time curve	50
Consolidated drained - <0.05 inch/min (CD)	385	Each additional load/unload w/o time reading	45
Residual shear EM 1110-2-1906-IXA (price per each addit		Expansion Index (ASTM D4829)	
after shear)	55	Single load swell/collapse - Method B (ASTM D4546-B, seat, load &	2-10
Remolding or hand trimming of specimens (3 points)		inundate only)	115
Oriented or block hand trimming (per hour)		Swell collapse Method A up to 10 load/unloads w/o time curves	
Single point shear	115	(ASTM D4546-A)	310
Torsional shear (ASTM D6467 / ASTM D7608)		(ASTA STORY	510

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#### **FEE SCHEDULE**

VVC	rd	10	-	-
AC				

METHOD \$/TEST	METHOD \$/TEST
TRIAXIAL TESTS  Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	HYDRAULIC CONDUCTIVITY TESTS  Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):

### CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS		AGGREGATE PROPERTIES	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4	" x 8") 40	Bulk density and voids in aggregates (AASHT	O T19/ASTM C29/ CTM 212)5
Compression, concrete or masonry cores (testing only) ≤6 in	nch	Organic impurities in fine aggregate sand (AA	
(ASTM C42)	45	CTM 213)	
Trimming concrete cores (per core)	25	LA Rattler-smaller coarse aggregate < 1.5" (AA	
Flexural strength of concrete (simple beam-3rd pt. loading,		211)	215
C78/CTM 523)	90	LA Rattler-larger coarse aggregate 1-3" (AASH	
Flexural strength of concrete (simple beam-center pt. loading	, ASTM	211)	
C293/CTM 523)	90	Apparent specific gravity of fine aggregate (A	ASHTO T84/ASTM C128/
Non shrink grout cubes (2 inch, ASTM C109/C1107)	30	CTM 208)	140
Drying shrinkage - four readings, up to 90 days, 3 bars (AST)		Specific gravity and absorption of coarse agg	
Length of concrete cores (CTM 531)	45	206) >#4 retained	110
HOT MIX ASPHALT (HMA)		Clay lumps, friable particles (AASHTO T112/A	STM C142)190
		Durability Index (AASHTO T210/ASTM D3744/	CTM 229)215
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)		Moisture content of aggregates by oven dryin	g
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)		(AASHTO T255/ASTM C566/CTM 226)	45
Superpave gyratory compaction (AASHTO T312/ASTM D692:		Uncompacted void content of fine aggregate	
Extraction by ignition oven, percent asphalt	0)	(AASHTO T304/ ASTM C1252/ CTM 234)	
(AASHTO T308/ASTM D6307/CTM 382)	160	Percent of crushed particles (AASHTO T335/A	STM D5821/CTM 205) 145
Ignition oven correction/correlation values		Flat & elongated particles in coarse aggregate	
(AASHTO T308/ASTM D6307/CTM 382)	1.445	Cleanness value of coarse aggregate (CTM 22)	
Extraction by centrifuge, percent asphalt (ASTM D2172)	160	Soundness, magnesium (AASHTO T104/ASTM	
Gradation of extracted aggregate (AASHTO T30/ASTM D5444		Soundness, sodium (AASHTO T104/ASTM C88	/CTM 214)695
Stabilometer, S-Value (ASTM D1560/CTM 366)		MASONRY	
Bituminous mixture preparation (AASHTO R30/CTM 304)	203	Mortar cylinders 2" x 4" (ASTM C780)	25
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 3	70) 65	Grout prisms 3" x 6" (ASTM C1019)	26
Bulk specific gravity of compacted HMA, molded specimen of		Masonry cores compression, ≤6" diameter - te	esting only (ASTM CA2) AS
uncoated (AASHTO T166/ASTM D2726/CTM 308)		Masonry core shear testing (Title 24)	
Bulk specific gravity of compacted HMA, molded specimen of		Veneer bond strength, cost for each - 5 requir	
paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)		CMU compression to size 8" x 8" x 16" - 3 requi	
Maximum density - Hveem (CTM 308)	215	CMU moisture content, absorption & unit wei	
Theoretical maximum density and specific gravity of HMA (A		C140)	
T209/ASTM D2041/CTM 309)		CMU linear drying shrinkage (ASTM C426)	
Thickness or height of compacted bituminous paving mixture		CMU grouted prisms compression test ≤8" x 8	
specimens (ASTM D3549)		CMU grouted prisms compression test > 8" x 8	
Wet track abrasion of slurry seal (ASTM D3910)	160		
Rubberized asphalt (add to above rates)	+25%	BEARING PADS/PLATES AND JOINT SEAL	
		Elastomeric bearing pads (Caltrans SS 51-3)	
BRICK		Elastomeric bearing pad with hardness and o	
Compression - cost for each, 5 required (ASTM C67)		(Caltrans SS 51-3)	
Absorption - cost for each, 5 required (ASTM C67)	55	Type A Joint Seals (Caltrans SS 51-2)	1,735
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verdantas	FEE SCHEDULE
METHOD \$/TEST	METHOD \$/TEST
Type B Joint Seals (Caltrans SS 51-2)	STREET LIGHTS/SIGNALS  LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86)
FEM         \$ UNIT           /4 Inch Grab plates         5 each           /4 Inch Tubing (bonded)         0.60 foot           /4 Inch Tubing (single)         0.40 foot           /8 Inch Tubing, clear vinyl         0.60 foot           -Gas meter (RKI Eagle or similar)/GEM 2000         140 day           ir flow meter and purge pump (200 cc/min)         55 day           ox of 24 soil drive-sample rings         130 box	PMENT LIST  ITEM \$UNIT  Moisture test kit (excludes labor to perform test, ASTM E1907) 65 test Nuclear moisture and density gauge
rass sample tubes	Pump, Typhoon 2 or 4 stage55

HEM	\$ UNIT	ITEM	\$ UNI
1/4 inch Grab plates		Moisture test kit (excludes labor to perform test, ASTM E1907)	65 te:
1/4 inch Tubing (bonded)	0.60 foot	Nuclear moisture and density gauge	88 da
1/4 inch Tubing (single)	0.40 foot	Electrical moisture and density gauge	88 Da
3/8 inch Tubing, clear vinyl	0.60 foot	Pachometer	50 da
4-Gas meter (RKI Eagle or similar)/GEM 2000	140 day	Particulate Monitor	. 135 da
Air flow meter and purge pump (200 cc/min)	55 day	pH/Conductivity/Temperature meter	60 da
Box of 24 soil drive-sample rings	130 box	Photo-Ionization Detector (PID)	130 da
Brass sample tubes	11 each	Pump, Typhoon 2 or 4 stage	55 da
Caution tape (1000-foot roll)	22 each	QED bladder pump w/QED control box	. 175 da
Combination lock or padlock	15 each	Quire fee - Phase I only	. 250 eac
Compressed air tank and regulator	55 day	Resistivity field meter and pins	. 200 da
Concrete coring machine (≤6-inch-dia)	160 day	Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40.	
Consumables (gloves, rope, soap, tape, etc.)	40 day	Slope inclinometer	. 250 da
Core sample boxes	30 each	Soil sampling T-handle (Encore)	
Crack monitor Two-Dimensional	30 each	Soil sampling tripod	
Crack monitor Thee-Dimensional	40 each	Speedy (R) moisture tester	10 da
Cutoff saws, reciprocating, electric (Sawzall®)	80 day	Stainless steel bailer	60 da
D-Meter Walking Floor Profiler	110 day	Submersible pump with controller	180 da
Disposable bailers	25 each	Submersible pump/transfer pump, 10-25 gpm	
Disposable bladders	20 each	Support service truck usage (well installation, etc.)	250 da
Dissolved oxygen meter	50 day	Survey/fence stakes	10 eac
DOT 55-gallon containment drum with lid		Tedlar® bags	25 eac
Double-ring infiltrometer	135 day	Traffic cones (≤25)/barricades (single lane)	55 da
Dual-stage interface probe	85 day	Turbidity meter	80 da
Dynamic Cone Penetrometer	430 day	Tyvek® suit (each)	
Senerator, portable gasoline fueled, 3,500 watts		Vapor sampling box	
Global Positioning System/Laser Range Finder	80 day	Vehicle usage (carrying equipment)	
Hand auger set		VelociCalc	
HDPE safety fence (≤100 feet)	40 roll	Visqueen (20 x 100 feet)	130 ro
Horiba U-51 water quality meter		Water level indicator (electronic well sounder) <300 feet deep w	ell100da
ight tower (towable vertical mast)	150 day	ZIPLEVEL*	40 da
Magnehelic gauge		Other specialized geotechnical and environmental testing and	
Vanometer	25 day	monitoring equipment are available, and priced per site	
dileage (will adjust with IRS nublished rate)	0.67 mile	monitoring equipment are available, and priced per site	

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