

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

CIP 22-23: ROMOLAND GRID RESURFACING - SOUTH DESIGN SERVICES (PROFESSIONAL PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) (MATERIAL TESTING)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective this 2nd day of March, 2022 ("Effective Date") by and between the CITY OF MENIFEE, a California municipal corporation, ("City") and **GEOCON WEST, INC.**, a S Corporation ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "Party" and collectively as the "Parties."

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the "Services"). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **March 2, 2022** and shall end on **December 31, 2022** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City's right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **FORTY FIVE THOUSAND TWENTY DOLLARS AND ZERO CENTS (\$45,020.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last ten percent (10%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be

required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and

damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the

right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **CIP 22-23: ROMOLAND GRID RESURFACING - SOUTH DESIGN SERVICES (PROFESSIONAL PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) (MATERIAL TESTING)**. The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

d. Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively,

“Claims”) to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of 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. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees

Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and 467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

c. Retain a different consultant to complete the Services described in Exhibit A; and/or

d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by Lisa A. Battiato, CEG, Sr. Geologist/Regional Manager ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Haile Ford, Sr. Engineer (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

GEOCON WEST, INC
Attn: Lisa A. Battiato, CEG, Sr. Geologist/Regional Manager
6960 Flanders Drive
San Diego, CA 92121

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Haile Ford, Sr. Engineer

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and

Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

DocuSigned by:



A98907ED91464C0...

Armando G. Villa, City Manager

DocuSigned by:



13508EB11DB7409...

William Lydon, CFO

Attest:

DocuSigned by:



E7870041604C481...

Stephanie Roseen, Acting City Clerk

DocuSigned by:



4F9332E776D44E2...

Joseph Vettel, CEO

Approved as to Form:

DocuSigned by:



DABE666180C4BB...

Jeffrey T. Melching, City Attorney

[Corporation must have two signatures]

EXHIBIT A

SCOPE OF SERVICES

Services shall include Material Testing for CIP 22-23: Romoland Grid Resurfacing – South Project in the amount not to exceed **FORTY FIVE THOUSAND TWENTY DOLLARS AND ZERO CENTS (\$45,020.00)** as further detailed in the following page(s).



G E O T E C H N I C A L ■ E N V I R O N M E N T A L ■ M A T E R I A L S



Proposal No. IE-2911
January 25, 2022

Ms. Maritsa Ramirez, Contract/Purchasing Technician
City of Menifee
29844 Haun Road
Menifee, California 92586

Subject: PROPOSAL FOR GEOTECHNICAL PAVEMENT INVESTIGATION,
OBSERVATION AND TESTING SERVICES
ROMOLAND GRID RESURFACING - SOUTH
CITY OF MENIFEE CIP 22-23
ROMOLAND, CALIFORNIA

Ms. Ramirez:

Geocon West, Inc. (Geocon) is pleased to present this proposal to provide a geotechnical pavement investigation and geotechnical observation and testing services during construction for the Romoland Grid Resurfacing – South project located in the Romoland area of Menifee. This proposal was prepared based on the City's *Request for Price/Quotation* (RFPQ) and our experience with similar projects.

We have assumed the pavement investigation will be performed within four to six weeks of the project being awarded. The RFPQ indicates that the estimated start date for construction is August 2022, and the project will be completed in 40 working days. A construction schedule was not available at the time of this proposal. If a construction schedule becomes available, or the scope of construction changes, this proposal should be reviewed and revised if necessary.

PROJECT AND SITE UNDERSTANDING

The project is bounded by Highway 74 to the northeast, a residential community to the north, Sherman Road to the west, and Ethanac Road to the south. Roadways receiving improvements within the residential area include Jackson, Van Buren, Harrison, and Tyler Avenues, as well as 2nd, 3rd, and 4th Streets for a total roadway length of approximately 11,000 lineal feet.

The RFPQ requested a pavement investigation be performed to observe/evaluate the existing roadway sections and provide pavement rehabilitation recommendations, as well as geotechnical observation and testing services during construction. The RFPQ indicated construction will include replacement of concrete work, proof-rolling of existing base section, and a pavement overlay using asphalt rubber hot mix (ARHM) within the roadways. However, we have anticipated that the scope of construction may be revised based on the geotechnical recommendations presented after the pavement investigation has been performed and assumed that testing for roadway subgrade may also be required. Geocon should be provided the opportunity to review and revise this proposal in accordance with the final improvement plan and time schedule.

41571 Corning Place, Suite 101 ■ Murrieta, California 92562-7065 ■ Telephone 951.304.2300 ■ Fax 951.304.2392

SCOPE OF SERVICES

Based on the above discussion, our scope of services is expected to consist of:

PAVEMENT INVESTIGATION SERVICES

- Prepare an encroachment permit application for the City of Meniffee. We have assumed this will be a no-fee permit for this City project. Our encroachment permit will include traffic control plans in accordance with current MUTCD standards.
- Perform reconnaissance of the site to document roadway conditions.
- Mark the core locations and notify Underground Surface Alert of Southern California to mark any subsurface utility locations near our proposed core locations. Additionally, the city should provide plans depicting the locations of all utilities within the roadways.
- Obtain traffic control in accordance with the approved traffic control plan. We have assumed that our work will not require lane closures or manned traffic control and Geocon will manage traffic control signage along with the coring with our personnel.
- Excavate 6-inch pavement cores at up to 22 locations (approximately every 500 lineal feet) within the community roadways. We will measure the thickness of the asphalt concrete (AC) and aggregate base (base) and perform dynamic cone penetrometer testing of the underlying subgrade. Material and soil samples will be collected for laboratory testing. The excavations will be backfilled with clean sand in the soil zone, tamped, , and capped with AC cold patch.
- Perform laboratory testing for resistance value (R-Value). We have estimated for a total of 11 samples collected for approximately every 1,000 lineal feet of roadway. This will include 3 samples each for Jackson and Van Buren Avenues, 2 samples for Harrison Avenue, and 1 sample each for each Tyler Avenue, 2nd, 3rd, and 4th Streets.
- Prepare a report describing the roadway conditions, our findings, and the results of laboratory testing. Our report will include a core location plan, results of the dynamic cone penetrometer tests, and laboratory test results, and pavement rehabilitation recommendations for various options.

GEOTECHNICAL OBSERVATION & TESTING SERVICES

- Attend a virtual preconstruction meeting.
- Perform a review of submittals/asphalt mix designs in accordance with the RFPQ.
- Perform geotechnical observation and testing on a part-time, as-needed basis during removal and replacement of concrete work associated with improvements. We have assumed the contractor will have multiple locations prepared per call out. Based on these assumptions we have estimated construction will require five 4-hour site visits for testing of subgrade.
- Perform geotechnical observation and testing on a part-time, as-needed basis during compaction of roadway subgrade and aggregate base. We have estimated construction will require three 4-hour site visits per week over the course of 4 weeks, for a total of 48 hours for testing of subgrade and aggregate base.
- Perform geotechnical observation and testing in the field on a full-time basis during ARHM paving. We have estimated four 10-hour days to complete the project.
- Perform batch plant inspection to verify mix design and perform sampling of aggregate and sand, to provide laboratory testing in accordance with the RFPQ. Based on our experience working with the city on previous projects, we have assumed that batch plant inspection will be performed on a full-time basis during ARHM paving and that sampling/laboratory testing of asphalt binder will not be required. We have estimated four 10-hour days to complete the project.
- Test subgrade soil, aggregate base, fine and coarse aggregates, and ARHM in our laboratory in accordance with project requirements. Laboratory testing is anticipated to include maximum density/optimum moisture of soil and aggregate base, sand equivalent and sieve analysis (aggregate) of plant samples, sieve analysis - extracted asphalt, percent asphalt ignition method, stabilometer, theoretical max specific gravity, and Hveem density of asphalt concrete. Laboratory testing has been estimated in accordance with the testing frequencies noted in the City's Request for Price/Quotation (RFPQ).
- Provide project management services, response to RFIs, QA/QC, scheduling, coordination, and perform site visits by our field supervisor, geologist, or engineer during the course of the project, as needed.
- Compile a letter report providing a summary of our observations and test results for the project.

ESTIMATED FEES

We will furnish the personnel, transportation, materials, supplies and equipment necessary to perform these services in accordance with our attached *2022 Schedule of Fees*. Field services will be billed portal to portal from our Murrieta office. A detailed estimate for this project is provided in Table 1 below. Please note that this is a time and materials estimate based on our experience with similar project. Geocon will only bill for the time and services spent on the project in accordance with the *Schedule of Fees*.

Table 1

Activity Description	Personnel	Rate	Qty	Estimate
Geotechnical Pavement Investigation - 2 Days				
Field Exploration				
Permitting	Project Engineer/Geologist	\$135	4	\$540
City of Menifee Permit Fee	Estimated Fee	\$0	1	\$0
Site Reconnaissance, Core Mark Out, and USA Notification	Project Engineer/Geologist	\$135	8	\$1,080
Field Investigation - Pavement Cores (2-Person Crew)	Staff Geologist/Engineer - PW	\$160	16	\$2,560
	Coring Rig (Manned) - PW	\$2,475	2	\$4,950
			subtotal	\$9,130
Equipment Costs				
Generator & Dynamic Cone Penetrometer	Geocon	\$300	2	\$600
Pickup Truck	Geocon	\$150	2	\$300
Traffic Control Signage	Rental	\$250	2	\$500
Supplies	Geocon	\$125	2	\$250
			subtotal	\$1,650
Laboratory Testing				
R-Value - 1 per core	Laboratory	\$290	11	\$3,190
			subtotal	\$3,190
Geotechnical Analysis and Recommendations				
Report Preparation	Sr. Staff Engineer/Geologist	\$1,500	1	\$1,500
			subtotal	\$1,500
	TOTAL ESTIMATE FOR PAVEMENT INVESTIGATION:			\$15,470
Geotechnical Observation & Testing Services				
Geotechnical Services during Construction				
Attendance at a Virtual Pre-Construction Meeting	Field Supervisor	\$115	1	\$115
Review of Submittal/Asphalt Mix Design	Project Engineer	\$135	4	\$135
Observation and Testing during Flatwork associated with Improvements	Engineering Technician	\$115	20	\$2,300
Observation and Testing of Subgrade & Aggregate Base	Engineering Technician	\$115	48	\$5,520
Observation, Testing, & Sampling during Asphalt Paving	Engineering Technician	\$115	40	\$4,600
Batch Plant Sampling	Engineering Technician	\$115	40	\$4,600
Vehicle and Equipment		\$20	148	\$2,960
			subtotal:	\$20,230
Laboratory Testing				
Maximum Density/Optimum Moisture (Soil & Aggregate Base)	Laboratory	\$230	4	\$920
Hveem Density - Asphalt	Laboratory	\$100	4	\$400
Stabilometer	Laboratory	\$145	4	\$580
Sieve Analysis of Extracted Aggregate	Laboratory	\$150	4	\$600
Theoretical Max Specific Gravity	Laboratory	\$145	4	\$580
Percent Asphalt, Ignition Method	Laboratory	\$150	4	\$600
Sieve Analysis (Plant)	Laboratory	\$150	4	\$600
Sand Equivalent (Plant)	Laboratory	\$110	4	\$440
Technician Sample Pickup & Delivery	Engineering Technician	\$125	12	\$1,500
			subtotal:	\$6,220
Project Management and Site Visits				
RFI's, Meetings, QA/QC, Project Management	Project Engineer	\$135	12	\$1,620
Site Coordination and Scheduling	Dispatch	\$80	6	\$480
Final Letter Report	Project Engineer/GE/Word Proc	\$1,000	1	\$1,000
			subtotal:	\$3,100
	TIME AND MATERIALS ESTIMATE:			\$29,550
	TOTAL ESTIMATE:			\$45,020

We used our experience with similar projects to derive a fee for geotechnical testing and observation during construction. The actual fee for services is directly affected by the construction schedule, weather, and efficiency of the contractor performing the work. Our services will be provided on a time and materials basis in accordance with the attached *2022 Schedule of Fees* and our on-call agreement with the City of Menifee. The invoices will be itemized to reflect only the actual time and costs incurred. Table 1 provides a task item breakdown of our estimate. The fee estimate is for budgeting purposes.

The RFPQ indicates that the services offered herein are subject to prevailing wage laws. If Client should conclude this project is not subject to prevailing wages, please so advise Geocon in writing immediately. If failure to advise Geocon results in additional costs to Geocon, Client will reimburse Geocon for all costs and expenses.

LIMITATIONS

It is mutually agreed between client and Geocon that all services afforded and work performed by Geocon are provided pursuant to Civil Code Section 2782, *et seq.*, and such agreement is expressly integrated into and made a part of any and all contracts or agreements entered into between the parties.

Please carefully review the contents of this proposal. If they meet with your approval, send us a task order in accordance with our on-call agreement with the City of Menifee. Services provided by Geocon will be pursuant to the on-call agreement.

Should you have any questions regarding this proposal, or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

GEOCON WEST, INC.



Lisa A. Battiato, CEG
Regional Manager

KBP:LAB:hd

Enclosures: Bidder Response Form, 2022 Schedule of Fees

Distribution: Addressee (email)



2022 Schedule of Fees – RV22

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman	\$83/hr.
Engineering Assistant/Lab Technician	\$93/hr.
Engineering Field Technician	\$75/hr.
Senior Field Technician	\$75/hr.
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	\$85/hr.
Field Technician Supervisor	\$120/hr.
Staff Engineer/Geologist	\$120/hr.
Sr. Staff Engineer/Geologist	\$125/hr.
Project Engineer/Geologist	\$135/hr.
Senior Project Engineer/Geologist	\$145/hr.
Senior Engineer/Geologist	\$155/hr.
Associate Engineer/Geologist	\$165/hr.
Principal Engineer/Geologist/Litigation Support	\$250/hr.
Attorney Fees (General)	\$350/hr.
Deposition or Court Appearance	\$400/hr.
Overtime/Saturday Rate/Night Rate (10pm – 6am w/ 8 Hr minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Field Services Fee (per day or per call-out)	4 Hours
Short-Notice Cancellation (after 4 pm of the day prior to the scheduled inspection time)	4 Hours
Short-Notice Cancellation (upon or after arrival at jobsite)	4 Hours
*Prevailing Wage (PW) California Labor Code §1720, et. Seq. add \$40/hr.	

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	Quote
Vehicle Mileage	0.75/mile

EQUIPMENT & MATERIALS

*Nuclear Density Gauge/Sand Cone Testing Equipment	\$10/hr.	Water Buffalo	\$75/ea.
*Vehicle	\$10/hr.	Battery-Powered Pump	\$100/day
*Special Inspection Equipment	\$5/hr.	Water Level Indicator	\$50/day
Coring Machine (concrete, asphalt, masonry)	\$285/day	Perforated 3" PVC Pipe	\$25/10ft.
Generator	\$105/day	Gravel	\$30/bag
Double Ring Infiltrometer	\$135/day	Sand	\$30/bag
GPS Unit	\$175/day	AC Cold Patch	\$30/bag
Pick-up Truck	\$150/day	Quick Set PCC Patch	\$30/bag
Mobile Laboratory with Lab Technician	\$1,650/day	Temp Marking Paint	\$15/can
Drive-Tube Sampler	\$60/day	Lath	\$10/ea.
Hand-Auger	\$50/day	Air Compressor	\$150/day
Dynamic Cone Penetrometer	\$250/day	Soil Sample Tube	\$15/ea.
Double Ring Infiltrometer	\$200/day	Percussion Hammer Drill	\$125/day
Manometer	\$100/day		
Schmidt Hammer	\$100/day		

GEOCON WEST, INC • 41571 Corning Place, Suite 101, Murrieta, A 92562
www.geoconinc.com • 951.304.2300 • FAX 951.304.2392



2022 Schedule of Fees – RV22

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

LABORATORY TESTS

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold	\$220
(D698/D1557/T99/T108) 6-inch mold	\$230
(CT 216) California Impact	\$230
Check Point	\$100
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3)	\$150
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.)	\$50
(D1633/CT312) Soil Cement Comp. Strength (Set of 3)	\$300
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.)	\$100

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value	\$290
(D2844/CT301) Resistance Value, Treated	\$295
(D1883) California Bearing Ratio	\$530
(C977) Stabilization Ability of Lime	\$185
(D1883) Calif. Bearing Ratio (Army Corp of Engineers)	\$105

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity	\$135
(D4972/T289) pH Only	\$30
(CT417) Sulfate Content	\$100
(CT422) Chloride Content	\$55
(D2974) Organic Content	\$50

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall	\$270
(D5856) Permeability, Rigid Wall	\$260
(D2434) Permeability, Constant Head	\$280
(D2434) Permeability, FHA Slab-on-Grade	\$110
(D2434) Permeability, Hourly	\$55
(D2435/T216) Consolidation (6 pts. w/ Unload)	\$350
(D2435/T216) Consolidation Additional Point w/ Unload	\$65
(D4546) Swell/Compression Testing & Density	\$120
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.)	\$85
(D4546) Swell/Settlement Testing & Density (County)	\$100
(D4546) Swell/Settlement Testing & Density (FHA)	\$90
(D4829) Expansion Index of Soils	\$160

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
• #11 Bar & Smaller	\$100
• #14 Bar	\$125
• #18 Bar (Proof Test)	\$125
.....	
.....	
.....	

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve	\$165
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash	\$150
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash	\$115
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash	\$100
(C117/D1140/T11) Materials Finer than #200	\$90
(D2216/T265/CT226) Moisture Content	\$30
(D2487/D2488) Visual Soil Classification	\$30
(D2937) Density of In-Place Soil, Drive-Cyl. Method	\$45
(D4943) Shrinkage Factors of Soils, Wax Method	\$55
(C131/C535/CT211) L.A. Abrasion Resistance	\$200
(C142/T112) Clay Lumps and Friable Particles	\$170
(C123/T113) Light Weight Particles	\$245
(D3744/CT229/T210) Durability Index Fine	\$190
(D3744/CT229/T210) Durability Index Coarse	\$225
(CT227) Cleanliness Value	\$170
(D4791) Flat & Elongated Particles	\$165
(D693/CT205) Percent Crushed Particles	\$145
(D5821) Percent. of Fractured Particles, Coarse Aggregate	\$140
(C40/CT213/T21) Organic Impurities	\$75
(C235) Soft Hardness (Scratch Hardness)	\$100
(C88/CT214/T104) Sulfate Soundness	\$410
(C1252/T304) Uncompact. Void Content, Fine Aggregate	\$150
(C127/CT206/T85) Coarse Specific Gravity	\$125
(C128/CT207/T84) Fine Specific Gravity	\$150
(D854/CT209/T100) Specific Gravity of Soil	\$150
(C29/CT212/T19) Unit Weight & Percent Voids	\$90
(D2419/CT217/T176) Sand Equivalent	\$110
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit)	\$165
(D4318/CT204/T89) Liquid Limit	\$95
(D4318/CT204/T90) Plastic Limit	\$95
(C330) Spec. for Lightweight Aggregates, Struc. Concrete	Quote

SHEAR STRENGTH

(D2166) Unconfined Compression	\$100
(D3080/T236) Direct Shear (3 points)	\$295
(D3080/T236) Remolded Direct Shear (3 points)	\$300
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass	\$115
(D2850) Unconsolidated-Undrained Triaxial Shear	\$160
(D2580) Unconsolidated-Undrained Triaxial Staged	\$160
(D4767) Consolidated-Undrained Triaxial Shear	\$265
(D4767) Consolidated-Undrained Triaxial Staged	\$340
(EM1110) Consolidated-Drained Triaxial Shear	\$375
(EM1110) Consolidated-Drained Triaxial Staged	\$480



2022 Schedule of Fees – RV22

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

LABORATORY TESTS (CONTINUED)

(A370) Bend Test

- #11 Bar & Smaller \$50
- #14 & #18 Bar \$70

(A370) Tensile - Mechanically Spliced Bar

- #11 Bar & Smaller \$150
- #14 Bar & Larger \$190

(A370) Tensile – Electric Resist. Butt Splice w/ Control \$150

(A370) Straightening of bar (if required) \$25

Structural Steel Tests:

- (A370) Machining & Prep of Test Specimen Cost + 20%
- (A370) Tensile Strength & Elongation
 - Up to 200,000 lbs. \$100
 - 200,000 – 300,000 lbs. \$125
 - 300,000 – 400,000 lbs. \$150

Pre-stressing Wire & Tendon Tests:

- (A421) Tensile Strength, Single Wire \$150
- (A416) Tensile Strength, 7-Wire Strand \$175

High Strength Bolt, Nut, & Washer Tests:

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

Weld Specimen Tests:

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

ASPHALT TESTING

Asphalt Properties:

- (D2726/CT308/T166) Bulk Spec. Grav., Compacted HMA \$100
- (D1560/CT366) Stabilometer Value (HVEEM) \$145
- (D2041) Theoretical Max Specific Gravity \$145
- (D5444) Sieve Analysis of Extracted Asphalt \$150
- (D6307/CT382) Percent Asphalt, Ignition Method \$150
- (D1188) Unit Weight of Asphalt Core \$65

MISCELLANEOUS TESTING SERVICES

- Emulsion \$300
- Wet Track Abrasion \$175

Calibration of Hydraulic Ram:

- 100 Ton & Under \$200
- 101 Tons – 200 Tons \$300

Use of Universal Testing Machine:

- UTM with One Operator \$320
- Additional Technician Regular Tech Rate

Spray Applied Fireproofing:

- (E605/E736) Fireproofing Oven Dry Density/Thickness \$90

MASONRY**

Concrete Block Test (Sets of 3 Required):

- (C140) Unit Weight Moisture Content & Absorption \$195
- (C140) Moisture Content/Absorption (ea. addtl. specimen) \$65
- (C140) Compression Test \$195
- (C140) Compression Test (ea. addtl. specimen) \$65
- (C426) Linear Drying Shrinkage \$285
- (C109/UBC 21-16) Mortar Cylinder (2"x4") \$30
- (C942) Grout Prism (3"x3"x6"), trimming included \$35

Masonry Prism (Assemblage):

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

Brick Test (Set of 5 Specimens):

- (C67) 24-Hour Absorption, Cold Water \$225
- (C67) 5-Hour Absorption, Boiling Water \$225
- (C67) Compression Test or Modulus of Rupture \$255
- (C67) Each Additional Specimen \$45

CONCRETE**

Mix Designs:

- (ACI211/ACI214) Concrete Mix Design \$350
- (ACI211/ACI214) Review of Concrete Mix Design \$350
- (C192) Concrete Trial Mix (includes equipment & labor) \$495

Concrete Properties:

- (C39/CT521/T22) Comp. Strength, Concrete Cyl. \$30
- (C42/CT521/T22) Comp. Strength, Concrete/Gunitite Core \$60
- (C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam \$165
- (C174) Length Measuring of Drilled Cores \$75
- (C1140) Shotcrete Panel-Coring & Testing (Set of 3) \$290
- (C1140) Shotcrete Panel (each addtl. specimen) \$90
- (C496) Static Modulus of Elasticity \$200
- (C496) Drying Shrinkage (Set of 3, up to 28 days) \$395
- (C642) Spec. Gravity, Absorp., Voids in Hardened Concrete \$95
- (F1869) Moisture Vapor Emission Rate, Concrete Subfloor \$50

*2X Surcharge on rush turn-around for laboratory testing.

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



2022 Schedule of Fees – RV22

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

-
1. *Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only and include reporting of routine results not calling for comments, recommendations or conclusions.*
 2. *Sampling and testing are conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.*
 3. *Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is based on the local costs per day when location of work dictates.*
 4. *Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein.*



City of Menifee: Request for Price/Quotation

(Informal Bid Request for Professional Services)

Bidder Response Form

Project Name: Comprehensive Materials Testing Services & Pavement Cores (CA State) for CIP 22-23 Romoland Grid Resurfacing - South

Response Deadline: January 25, 2022, at 2:00 p.m

Goods/Service Requested (Short Description): Comprehensive Geotechnical Material Testing Services which may include but not limited to geotechnical observation and testing services during construction, plant inspection, and other activities associated with geotechnical support.

Please note, response to this Request for Price/Quotation is not an offer, or a binding contract. A contract will be established only when the vendor or service provider accepts an offer from the City of Menifee. Once the City has selected a vendor or service provider, the selected entity MUST receive a Purchase Order (PO) from the City before the vendor/service provide can proceed with the request.

Company Name: Geocon West, Inc.

Address: 41571 Corning Place, Suite 101

City: Murrieta State: CA Zip Code: 92562

Email Address: parker@geoconinc.com Phone: 951-760-9516

Applicable License(s): ☒ N/A Description: City Business License License Number: 040589

DIR Registration Number* (#): 1000001899 ☐ N/A

** Required for projects which involve construction, alteration, demolition, installation, maintenance, or repair work that requires payment of prevailing wages AND are greater than \$25,000 for new construction, alteration, installation, demolition or repair OR greater than \$15,000 for maintenance work*

Price/Quote for Requested Goods/Services:

Description	Unit Type	Unit Quantity	\$ Amount
Comprehensive Geotechnical Material Testing Services	Attach Cost Estimate and Schedule of Fees	1	45,020
TOTAL			\$45.020





City of Menifee: Request for Price/Quotation

(Informal Bid Request for Professional Services)

Additional Quote Details (inclusions/exclusion etc):

Additional Attachments (Optional): Please briefly describe any attachments included with the response.

Contact Person: Kai B. Parker

Title: Field Supervisor PM

Undersigned agrees to furnish the commodity or services stipulated above, any addendum(s) issued, and any applicable attachments at the price and terms stated within the request. In addition undersigned agrees to provide any applicable insurance requirements as identified with this request.

Authorized Signature:  Date: 01/25/22

