

**AGREEMENT FOR PROFESSIONAL SERVICES
GeoMat Testing Laboratories, Inc.**

***Geotechnical Services
Camino Del Norte, Project No. Z10030***

This Agreement for Professional Services (the "Agreement") is made and entered into as of October 23, 2018, by and between the City of Lake Elsinore, a municipal corporation ("City") and GeoMat Testing Laboratories, Inc., a California Corporation ("Consultant").

RECITALS

A. The City has determined that it requires the following professional services: geotechnical services and reporting for the Camino Del Norte Improvement Project.

B. Consultant has submitted to City a proposal, dated September 26, 2018 attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).

b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed **Eighty Six Thousand Nine Hundred dollars (\$86,900)** without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Suspension or Termination.

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 such 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 "Method of Payment" herein.

6. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Consultant, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractors prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & 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 & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7. Consultant's Books and Records.

a. 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 services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City

may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

8. Independent Consultant. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent Consultant and shall not act as an agent or employee of the City.

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

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

10. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

14. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractors, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

15. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractors to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Consultant: GeoMat Testing Laboratories, Inc.
Attn: Haytham Nabils
9980 Indiana Ave, Ste. 14
Riverside, CA 92503

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all

rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractors nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractors other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

26. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service

with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

27. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractors, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

28. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

29. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

GeoMat Testing Laboratories, Inc., a California Corporation

Grant Yates, City Manager

By: Haytham Nabils
Its: Principal

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A – Consultant's Proposal

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]



GeoMat Testing Laboratories, Inc.

Soil Engineering, Environmental Engineering, Materials Testing, Geology

September 26, 2018

Project No. 18196-01 Caltrans Certified,
Lab No. 562 City of Los Angeles
Certified, Lab No. 10217 AASHTO and
ASTM Certified

TO: City of Lake Elsinore
Engineering Division 130
South Main Street Lake
Elsinore, California 92530

ATTENTION: Mr. FARID DOST

SUBJECT: Response to RFP and Fee for Professional Geotechnical Services,
CAMINO DEL NORTE IMPROVEMENTS CITY PROJECT NO. Z10030

GeoMat Testing Laboratories, Inc. appreciates the opportunity to provide the City of Lake Elsinore with complete geotechnical and material testing and inspection services per the subject RFP.

We are committed to providing the City of Lake Elsinore with high quality services in a timely and cost-efficient manner. As a team member, we will be committed to provide all the resources to perform necessary soil sampling per Caltrans Construction Manual and 2012 Green Book, soil testing, aggregate testing, asphalt mix testing, testing of pipe bedding material, and compaction testing in accordance with the scope of work assigned to us to the highest professional standards and in a manner reasonably satisfactory to the department.

Our firm is fully staffed and carries professional/general liability insurance, auto, and workman compensation insurance. Our certified laboratory and well qualified local professional and technical staff will assure that an exceptional level of service is provided to the project team.

With our vast experience, local presence, and low overhead you can expect quality service at reasonable rate. Our capabilities, project experience, resumes, and references are attached for you review. Mr. Haytham Nabils, P.E. is the project manager and contact at GeoMat Testing Laboratories, Inc.. His contact information is as follows:

Email Haytham@geomatlabs.com
Phone (951) 688-5400 or (951) 534-1618

We look forward to work with you on this important contract. Should you have any questions or need further information, please do not hesitate to call this office.

Submitted for GeoMat Testing Laboratories, Inc.

Haytham Nabils, GE 2375
Principal Engineer

**COST FOR PROFESSIONAL CONSTRUCTION GEOTECHNICAL SERVICES CAMINO
DEL NORTE IMPROVEMENTS**

ITEM	UNIT	QUANTITY	RATE	COST (\$)
PERSONNEL				
Field Technician- Compaction testing, AC Monitoring, Concrete Sampling	Hr.	880	85.00	74,800.00
Project Engineer and Management for Reviews	Hr.	20	110.00	2,200.00
EQUIPMENT				
Nuclear Gage/Mobile Lab	Hr.	880	5.00	4,400.00
LABORATORY TESTING (ITEM "C", "D", "E")				
Soil Maximum Density	Ea.	5	180.00	900.00
AC Aggregate Gradation	Ea.	10	180.00	1,800.00
AC Specific Gravity	Ea.	10	180.00	1,800.00
Concrete Strength Testing	Ea.	40	180.00	1,000.00
TOTAL COST				86,900.00

Cost is an estimated based on plans and specifications. We are on time and materials bases; line items will be billed accordingly. Rates are based on prevailing wages for the southern California DIR requirements

UNDERSTANDING OF SCOPE

Our understanding is based on the project plans, specifications and preliminary Geotechnical investigation report. The project scope is the development of roughly 5,000 LF of new improvement on Camio Del Norte and extending to Canyon Estates Drive to the East roughly 550 LF and Franklin Street to the South of roughly 650 LF and roughly 200 LF on Canyon View Drive and approximately 100 LF onto Sagecrest .

We understand this improvement entails the installation of a two-way road, fully equipped with Storm Drains curb and gutter, sidewalks and street Asphalt pavement section.

The grading involved in this project is very intense, with fills up to 34 vertical feet. With 16 Storm drain crossings, ranging from 18" to 42" RCP along with the headwalls at the inlets and outlets and installation of riprap systems.

Finally, the installation of the street section ranging from .33' HMA-A over .55' AB (CL 2) to .40' HMA-A over 1.30' AB (CL 2)

SCOPE OF WORK

Our proposal is based on the city specified construction duration of 120 working days.

Attending Preconstruction meeting:

Attending the preconstruction meeting to provide Geotechnical feedback address concerns and highlight Geotechnical points of concerns.

Observation and verification of clearing and grubbing:

our Geotechnical representative will be on site during the clearing and grubbing stage to assure the full removal and proper disposal organic matter with in the allowable limitations and the proper bulk heading of any abandoned drainage systems.

Observation, testing, plotting and reporting of over excavations:

Our site representative will work with the contractor in establishing the over excavation limits per Geotechnical report recommendations and project plans and specifications. The bottoms of the over excavations will be observed for elevation and competency, tested and plotted. Our site representative will observe the bottom scarification, moisture conditioning and compaction in preparation to receive the fill.

Observation, testing, plotting and reporting of rough grading operations:

Our staff will be on site for the full time observation and testing of the grading operations to monitor the key Geotechnical concerns such as, the collection of native soils for Maximum density and moisture and sand equivalent, monitor and insure the proper blending and moisture conditioning of the fill soil, verify and maintain uniformity of lift thickness, optimum moisture content consistency and to insure the proper establishment of keyways and benching during the construction of slopes steeper than 10/1.

Observation, testing, and reporting of utility excavation installation and backfill:

The Geotechnical field representative will monitor the excavation, observe bottom of the excavation to insure bottom is firm, competent and suitable for the proposed utility. Trench bedding and pipe shading will also be observed to insure proper installation to prevent any settlement. The most notable utility is the 16 Storm Drain, ranging in depth from 4 vertical feet to 34 vertical feet from finish grade. Below is a table highlighting the approximate location and vertical fill quantity of each detail per project plans

STORM DRAIN DETAILS.	STA	FILL
STORM DRAIN NO. 1 SAGECREST	9+09	6'
STORM DRAIN NO. 2 CANYON ESTATES	8+96	13'
STORM DRAIN NO. 3 FRANKLIN	26+60.	11'
STORM DRAIN NO. 4 CANYON ESTATES	5+28.	4', 23' CUT SLOP
STORM DRAIN NO. 5 CAMINO DE NORTE	10+80.	4'
STORM DRAIN NO. 6 CAMINO DE NORTE	13+23.	18'
STORM DRAIN NO. 7 CAMINO DE NORTE	18+17.	15'
STORM DRAIN NO. 8 CAMINO DE NORTE	24+98.	12'
STORM DRAIN NO. 9 CAMINO DE NORTE	29+82.	16'
STORM DRAIN NO. 10 CAMINO DE NORTE	35+55.	7'
STORM DRAIN NO. 11 CAMINO DE NORTE	38+20.	13'
STORM DRAIN NO. 12 CAMINO DE NORTE	42+56.	28'
STORM DRAIN NO. 13 CAMINO DE NORTE	44+74.	34'
STORM DRAIN NO. 14 CAMINO DE NORTE	46+16.	33'
STORM DRAIN NO. 15 CAMINO DE NORTE	49+68.	11'
STORM DRAIN NO. 16 CAMINO DE NORTE	54+11.	11'

Finish grade testing and reporting:

We shall work in collaboration with the contractor during the finish grading process to insure the quality of the finish grade in regard to identifying any problematic areas that may have been exposed to weather conditions to bring it out of the specification tolerance. Depending on how long the rough grade will sit until street section preparation commences ripping and moisture conditioning of subgrade maybe required, we will check moisture content prior to placing the street base section and make the appropriate recommendations.

Structural concrete mix design verification sampling and testing for slump, temperature and strength:

Our Geotechnical staff will be available to review concrete mix design in the field prior to concrete placement, field representative will check batch time, batch location, match truck number to batch ticket truck number, allowable water to be added in the load in the field, number of drum revolutions. The field rep will sample 1 out of 5 loads of concrete or one for each structure for slump, temperature and compressive strength.

Materials sampling and testing for native soils aggregate base asphalt concrete:

Our field representative will collect native soils samples for laboratory testing to establish a proctor and optimum moisture content. Samples of the native soils as well as all import materials will be source sampled prior to importing to the site to insure they meet the project specification. Asphalt concrete will be sampled in the field during the paving and lab tested for extraction and gradation.

Observation, testing, sampling and reporting of street section installation:

During the street section installation our field representative will verify mix design of the base reviewing delivery tickets. During the spreading of the base section we will make the appropriate recommendations to bring the base section to a uniform moisture content conditions and relative compaction requirements. Our staff will be on site during the AC paving to monitor AC temperature of loads upon arrival, batch ticket inspection, AC street section thickness , compaction testing and AC sampling for extraction and gradation.