

**AMENDMENT NO. 1  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
GeoMat Testing Laboratories, Inc.**

**Geotechnical and Materials Testing  
Camino Del Norte Improvement Project No.  
Z10030**

This Amendment No. 1 to Agreement for Professional Services ("Amendment No. 1") is made and entered into as of February 25, 2020, 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 and Consultant have entered into that certain Agreement for Professional Services dated as of October 23, 2018, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Consultant in an amount \$86,900.

C. The parties now desire to modify the scope of services and increase the payment for such services as set forth in this Amendment No 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant agree as follows:

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

Consultant shall also perform the services described in Consultant's February 03, 2020, Proposal (attached to this Amendment No. 1 as Exhibit A-1). Consultant shall provide such services at the time, place, and in the manner specified in Exhibit A-1, subject to the direction of the City through its staff that it may provide from time to time.

2. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A to the Original Agreement) and Consultant's February 03, 2020, Proposal (Exhibit A-1 to Amendment No. 1).

In no event shall Consultant's compensation related to Exhibit A to the Original Agreement exceed Eighty-Six Thousand Nine Hundred dollars (\$86,900) without additional written authorization from the City.

In no event shall Consultant's compensation related to Exhibit A-1 to Amendment No. 1 exceed Thirty-Eight Thousand Nine Hundred Thirty dollars (\$38,930) without additional written authorization from the City.

Notwithstanding any provision of Consultant's Proposal and/or Consultant's February 03, 2020 Proposal to the contrary, out of pocket expenses set forth in Exhibit A and Exhibit A-1, respectively, 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. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

GeoMat Testing Laboratories, Inc.,  
a California corporation

\_\_\_\_\_  
Grant Yates, City Manager

\_\_\_\_\_  
Haytham Nabils, Principal

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attachments: Exhibit A-1 – Consultant's Proposal

EXHIBIT A-1  
CONSULTANT'S PROPOSAL  
[ATTACHED]



# **GeoMat Testing Laboratories, Inc.**

**Soil Engineering, Environmental Engineering, Materials Testing, Geology**

Feb 03, 2020

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. REMON HABIB

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](mailto: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 (\$)
<b>PERSONNEL</b>				
Field Technician- Compaction testing, AC Monitoring, Concrete January 2020	Hr.	158	85.00	13,430.00
Field Technician- Compaction, AC Monitoring, Concrete for Proposed Work	Hr.	300	85.00	25,500.00
<b>TOTAL COST</b>				<b>38,930.00</b>

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

**SCOPE OF WORK**

Our proposal is based on the city specified Proposed plans for the demolition and construction of drainage headwall, the backfill said headwall, slope repair and the R & R AC section on Camino Del Norte from current project limits to Main street. We Estimate the work based of 50 working days.

**Attending Preconstruction meeting:**

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

**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.

**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.

**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.