

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12

Date: April 14, 2010

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Bud Oliveira, Construction Project Manager

SUBJECT: Field Compaction Testing, Sampling, and Laboratory Testing of Materials Associated
With the 2009-2010 Street Maintenance Program

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2010-65 authorizing the Mayor and City Clerk to execute a consulting agreement with Geotechnics Incorporated in the amount of \$130,970 for field compaction testing, sampling and laboratory materials testing.

FISCAL ANALYSIS:

This project is funded in the City's current CIP budget.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Infrastructure and Public Facilities.

PREVIOUS ACTION:

None

BACKGROUND:

On March 24, 2010, City Council awarded the 2009-2010 Street Maintenance Program to George Weir Asphalt Construction, Inc. As a result of this award, field compaction testing, sampling and laboratory testing are necessary to insure compliance with the contract specifications. The City of Escondido does not have in-house capabilities to perform this testing. The services of a consultant material testing firm are needed to provide the required testing to insure contract specification compliance.

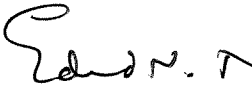
City staff circulated a request for statements of qualifications from five prospective consulting firms on January 21, 2010, for the field compaction testing, sampling and laboratory material testing services for several upcoming Capital Improvement Projects. The deadline for submittals was March 10,

2010, at which time qualification statements were received from all consulting firms. The qualification statements were reviewed by several senior Engineering staff members. All five of the prospective consultant teams were found to be very similar in experience, staffing, and capabilities. The consultants providing qualification statements were Nova Engineering & Environmental, Construction Testing & Engineering, Inc., Geotechnics Incorporated, Professional Service Industries, Inc., and West Coast Geotechnical Consultants Inc.

After careful consideration of the proposals, the selection committee determined that Geotechnics Incorporated was the best qualified for this project.

A final scope of work and consulting fee has been negotiated between City staff and Geotechnics Incorporated. A consulting agreement is now being recommended for approval by City Council. The fee for field compaction testing, sampling and laboratory materials testing as provided in the final scope of the work is \$130,970.

Respectfully submitted,



Edward N. Domingue, P.E.
Director of Engineering Services



Bud Oliveira
Construction Project Manager

RESOLUTION NO. 2010-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT FOR FIELD COMPACTION TESTING, SAMPLING AND LABORATORY MATERIALS TESTING SERVICES ASSOCIATED WITH THE 2009-2010 STREET MAINTENANCE PROGRAM WITH GEOTECHNICS INCORPORATED

WHEREAS, the City staff selection committee conducted a thorough consultant selection process by soliciting for statements of qualifications, review of detailed proposals and interviews with perspective consultants; and

WHEREAS, at the conclusion of the selection process, the City staff committee determined that the consulting firm of Geotechnics Incorporated was the best qualified consultant for the 2009-2010 Street Maintenance Program field compaction testing, sampling and laboratory materials testing services ("Project"); and

WHEREAS, the Director of Engineering Services recommends the execution of a Consulting Agreement for the Project associated with the 2009-2010 Street Maintenance Program with Geotechnics Incorporated; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Consulting Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the City Council accepts the recommendation of the Director of Engineering Services.

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Consulting Agreement ("Agreement") with Geotechnics Incorporated in the amount of \$130,970 for the Project associated with the 2009-2010 Street Maintenance Program. A copy of the Consulting Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Edward N. Domingue
760-839-4813
("CITY")

And: Geotechnics Incorporated
9245 Activity Road, Suite 103
San Diego, CA 92126
Attn: Anthony F. Belfast, P.E.
858-536-1000
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide field density and laboratory materials testing to insure contract compliance for materials used in the 2009-2010 Street Maintenance Program; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$103,970. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
- 3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____
 - c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be

provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

- (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - c. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
 - a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral,

controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Lori Holt Pfeiler
Mayor

Date: _____

Marsha Whalen
City Clerk

(Contractor name and address)

Date: _____

(Contractor signature)

Title

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.



Geotechnics Incorporated

Resolution No. 2010-65
EXHIBIT 1
Page 6 of 15

San Diego
El Centro
Riverside

March 30, 2010

Mr. Bud Oliveira
City of Escondido Engineering Services Department
Field Engineering Division
201 North Broadway
Escondido, California 92025

Proposal No. 10-097
Document No. 10-0206

Subject: **COST PROPOSAL**
Pavement Testing Services
City of Escondido 2010 Street Maintenance Program

Dear Mr. Oliveira:

Geotechnics Incorporated is pleased to present this cost proposal for providing testing services during the City's 2010 Street Maintenance Program. This proposal is based on the schedule discussed during our meeting yesterday and our review of the project plans and specifications.

SCOPE OF SERVICES

Geotechnics Incorporated will serve as the independent testing laboratory for the City during the planned replacement and/or repair of various street sections within the city limits. The construction will include removing deteriorating asphalt and roots as outlined on the project plans, replacing with hot mix asphalt, and then applying a slurry seal over the designated streets. Some minor PCC work for ribbon gutters and a driveway slab is also planned.

Our scope of services will also include the coring of existing pavement sections at locations to be determined. Our services are anticipated to include:

- Daily observation and documentation by our technician of the old asphalt and root removal in the areas designated. The technician will note the location of geo-stabilization fabric placed as well as document the methods used to place and compact the pavement sections.
- Sampling by our technician of the subgrade materials, base materials, hot mix asphalt, and slurry seal materials and returning to our laboratory for conformance testing.

- Laboratory testing of the sampled material. The subgrade materials may be evaluated for R-value and maximum density. The base course materials will be evaluated for maximum density and gradation. For the hot mix asphalt, the evaluations will consist of Hveem density, stability, and gradation/extraction. For the slurry material, the testing will consist of wet-track abrasion and residual asphalt content.
- Field density testing by our technician of prepared subgrades, base course, and/or pavement sections for conformance of relative compaction. The technician will use a nuclear gauge in conformance with Caltrans test methods. The test results will be submitted daily to the City's project inspector.
- Preparation and daily submittal of field reports summarizing the work performed by the contractor and the general results of the field testing.
- Coring existing pavement sections as directed by the City's inspector. Traffic control plans will be prepared and implemented to facilitate the coring of active public right-of-ways. The coring will include sampling of the subgrade materials and measuring the thickness of existing pavement and base course. Each core location will be patched in accordance with City standards.
- Project management by our Engineer as-needed to facilitate the services described herein including attendance at pre-construction meeting and reporting of laboratory test results.

SCHEDULE

We understand that the contractor's schedule is still being developed, but for the purposes of developing a fee estimate, it has been assumed that the a technician will be on site for approximately 160 days, 100 days of which will be full time, and 60 days of half time. All time is assumed to be straight time.

The planned coring is assumed to be conducted during this 160-day period. The technician time indicated above includes the time spent coring. To efficiently collect the 30 planned cores, we plan to collect five cores a day using two technicians; one to core and sample and one to backfill and patch. We will also have a person from our traffic control subcontractor setting up and taking down the traffic control as we move from location to location. We have also assumed that the traffic control plans for all 30 locations will be submitted at once as one plan with 30 sheets.

ESTIMATED FEES

The estimated fee for the services outlined herein is based on the attached professional fee schedule (using prevailing wage rates) and the scope of work described above. Changes to the scope of work will likely result in changes to the fee estimate. We agree not to proceed with additional work without your approval, and not to exceed this estimated fee without your authorization. A breakdown of the estimated fee is as follows:

1.	<u>Pre-Construction Meeting (Project Engineer and Technician)</u>	\$ 410
2.	<u>Field Technician with nuclear gauge and truck <i>full time</i>, 100 days</u>	\$68,000
3.	<u>Field Technician with nuclear gauge and truck <i>half time</i>, 60 days</u>	\$20,400
4.	<u>Hot Mix Asphalt Testing (40 Hveem, Stability, Gradation/Extraction)</u>	\$22,200
5.	<u>Slurry Seal Testing (10 Wet-Track Abrasion, Residual Asphalt Content)</u>	\$ 2,700
6.	<u>Base Course Testing (5 gradation and maximum density)</u>	\$ 1,275
7.	<u>Traffic Control Plans for Coring 30 Locations</u>	\$ 3,900
8.	<u>Traffic Control Set-up, Coring Equipment, Asphalt Patching</u>	\$ 6,760
9.	<u>R-Value Testing of Subgrade from Cores (5 tests)</u>	\$ 1,125
10.	<u>Project Management</u>	\$ 4,200

TOTAL ESTIMATED FEE \$130,970

We appreciate this opportunity to work with the City of Escondido's Field Engineering Department. Please do not hesitate to contact us with any questions you may have, or if we may be of service in some other way.

If this proposal meets with your agreement, please sign and return the attached Standard Agreement, or provide your contract documentation for our review and authorization. Thank you for choosing Geotechnics Incorporated.

STANDARD AGREEMENT

SECTION 1: RIGHT OF ENTRY

- 1.1 The Client will provide for right of entry of the Geotechnical Consultant and all necessary equipment, in order to complete the work.
- 1.2 While Geotechnical Consultant will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

SECTION 2: PROJECT SITE

- 2.1 In the prosecution of his work, the Geotechnical Consultant will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.
- 2.2 The Client agrees to hold the Geotechnical Consultant harmless for any damage to subterranean structures which are not called to the Geotechnical Consultant's attention and correctly shown on the plans furnished.
- 2.3 Consultant shall backfill all borings or excavations on completion of his work. Settlement of the backfill may occur and the Client shall be responsible for filling holes as required. Consultant shall not be responsible for any such settlement.

SECTION 3: SAMPLES

- 3.1 Geotechnical Consultant will retain all soil and rock samples for 30 days. Further storage or transfer of samples can be made at Client expense upon Client's written request.

SECTION 4: INVOICES

- 4.1 Geotechnical Consultant will periodically submit invoices to Client. Invoices will show hours and charges for each fee schedule classification.
- 4.2 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a service charge on any past-due balance of 1.5 percent per month to cover additional handling and carrying costs. Any actual attorney's fees or other costs incurred in collecting any delinquent account will be paid by Client.

SECTION 5: OWNERSHIP OF DOCUMENTS

- 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Geotechnical Consultant, as instruments of service, shall remain the property of the Geotechnical Consultant.
- 5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.
- 5.3 The Geotechnical Consultant will retain all pertinent records relating to the services performed for a period of three years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 6: DISPUTES

- 6.1 In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including court costs and actual attorney's fees.

SECTION 7: STANDARD OF CARE

- 7.1 Service performed by the Geotechnical Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in same locality.
- 7.2 Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the Geotechnical Consultant and that the data, interpretations and recommendations of the Geotechnical Consultant are based solely on the information available to him. The Geotechnical Consultant shall not be responsible for the interpretation by others of the information developed.

SECTION 8: HAZARDOUS WASTE

- 8.1 Discovery of Unanticipated Hazardous Materials

Hazardous materials may exist at a site where there is not reason to believe they could or should be present. Geotechnical Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a re-negotiation of the scope of work, or termination of services.

8.2 Contaminated Equipment and Consumables

Any of Consultant's field equipment that becomes contaminated by hazardous materials encountered at the project site must be decontaminated. Should this occur, Client agrees to reimburse engineer for costs associated with decontamination of such equipment.

8.3 Aquifer Contamination

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream or other hydrous body not previously contaminated, and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which Consultant will perform on Client's behalf, Client waives any claim against Consultant, in connection with any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. With respect to the occurrences described herein, Client agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss which may be claimed against Consultant.

SECTION 9: LIMITATION OF LIABILITY

- 9.1 The Client agrees to limit the total cumulative liability of the consultant, its affiliates and their respective directors, officers, employees and agents to Client and all construction contractors, subcontractors and consultants on the project with respect to services performed or to be performed pursuant to this agreement whether in contract, indemnity, contribution, tort (including negligence, whether active, passive or any other kind), or otherwise, such that the total aggregate liability to all those named shall not exceed the insurance coverage available at the time of the settlement or judgement. Consultant's insurance coverage is currently limited to \$1,000,000.00. Consultant will not be liable for consequential damages.

SECTION 10: INSURANCE

- 10.1 The Geotechnical Consultant represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that Geotechnical Consultant has such coverage under public liability and property damage insurance policies which the Geotechnical Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. The Geotechnical Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such Insurance. The Geotechnical Consultant shall not be responsible for any loss, damage, or liability arising from any acts by Client, its agents, staff, and other consultants employed by it.

SECTION 11: TERMINATION

- 11.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Geotechnical Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, Geotechnical Consultant may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all costs of Geotechnical Consultant in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 The Client may not delegate, assign, sublet or transfer his duties or interest in this Agreement without the Geotechnical Consultant's written consent.

SECTION 13: ESTIMATES

- 13.1 Unless otherwise stated, quoted fees are for estimate purposes only. Actual fees may vary based on project requirements, and will be billed on an hourly basis in accordance with the standard Schedule of Fees incorporated herein.

SECTION 14: SEVERABILITY

14.1 No provision of this Agreement in violation of any law or ordinance shall invalidate this Agreement, and any such provision shall be deemed stricken from this Agreement.

SECTION 15: PRINCIPAL OF RECORD

15.1 In accordance with the Professional Engineers Act of the State of California, Geotechnics Incorporated has filed an Organization Record with the Board for Professional Engineers and Land Surveyors. The engineer of record for the firm is Anthony F. Belfast, Professional Engineer No. 40333.

We look forward to being of service as members of your consultant team. This Standard Agreement/Proposal and the accompanying Fee Schedule comprise the contract between Client and Consultant.

IN WITNESS WHEREOF, the undersigned have executed this agreement.

GEOTECHNICS INCORPORATED



Anthony F. Belfast, P.E.
Principal

CLIENT: _____

BY: _____

TITLE: _____

DATE: _____

Attachment: 2009 Schedule of Fees



Geotechnics Incorporated

Resolution No. 2010-65
EXHIBIT 1
Page 14 of 15

San Diego
El Centro
Riverside

2009 SCHEDULE OF FEES Prevailing Wage Rates

TERMS AND CONDITIONS

- The listed tests are those most commonly performed. The cost of other tests will be quoted as requested. Special quotations may be available for high volume work.
- Field services will be charged from portal to portal at the hourly rates listed.
- A minimum charge of 2 hours will be applied to any field inspection service scheduled but then canceled after 3:00 pm the previous day. A Minimum charge of 4 hours will be applied for any field service.
- Work in excess of eight hours per day, or on Saturdays, will be charged at 1.5 times the hourly rate. Work performed on Sundays or Company recognized holidays will be charged at 2.0 times the hourly rate. Company recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.
- Invoices will be itemized by the categories listed in this Schedule of Fees.
- Regular working hours are from 6:00 AM to 6:00 PM. Services performed at other hours will incur a 20% surcharge.
- Laboratory test prices shown are for laboratory work only and include a data sheet showing results. Preparation of additional requested analysis, recommendations/conclusions, or formal stamped reports will be charged at hourly engineering rates.
- Invoices will be submitted upon completion of work or at monthly intervals. Terms are net upon presentation of invoice. Invoices become past due thirty days from invoice date and subject to one and one-half percent service charge per month to cover additional processing and carrying costs. Any attorney's fees or other costs incurred in the collection of delinquent accounts shall be paid by the party invoiced.
- Services are performed in accordance with the local standards of practice for geotechnical engineering at the time services are rendered. No warranty or representation is expressed or implied.
- Outside services and other reimbursable services will be invoiced at cost plus 15% unless billed directly to and paid by client.

PROFESSIONAL SERVICES

(per hour)

Principal Engineer/Geologist	\$170
Senior Engineer/Geologist	\$130
Project Engineer/Geologist	\$120
Project Environmental Assessor	\$120
Staff Engineer/Geologist	\$105
Staff Environmental Assessor	\$105
Expert Testimony (minimum 4 hours)	\$300
Environmental Technician	\$78
Engineering Technician equipped with Field Vehicle and Nuclear Density Gauge for Earthwork Testing ...	*\$85
Engineering Technician Supervisor	*\$85
Draftsperson/CADD Technician	\$70
Word Processor	\$50
Technical Assistant	\$50
Accountant	\$50
Registered Special Inspector	*\$85
Materials Technician, ACI Registered	*\$85

*Indicates wages subject to prevailing wage. Client is responsible for notifying Geotechnics Incorporated of Prevailing Wage requirements of project.

EQUIPMENT CHARGES

Refraction Seismograph	\$50/hr.
Inclinometer Monitor	\$50/hr.
Hazardous Gas Safety Monitor	\$15/hr.
Pneumatic Piezometer/Settlement Monitor	\$50/hr.
Photo Ionization Detector	\$25/hr.
Concrete Coring Equipment	\$50/hr.
Anchor/Rebar Pull Tester	\$25/hr.
Mil Thickness Gauge	\$25/hr.
Skidmore	\$25/hr.
Torque Wrench	\$10/hr.
Rebar Locator	\$25/hr.

LABORATORY TESTING, CONTINUED

(unit cost)

REINFORCED CONCRETE TESTS:

Compressive Strength, 6x12 or 4x8, per cylinder fabricated	\$20
Compressive Strength, per core prepared	\$50
Flexural Strength, 6x6x18 beam	\$60
Compressive Strength, Shotcrete, 3 core set, Coring of sample will be added at hourly rate	\$210
Compressive Strength, Light Weight Concrete Fill	\$25
Drying Shrinkage, 3 specimens, 28-day	\$210
Modulus of Elasticity, static	quote
Tensile Strength, Splitting	quote
Unit Weight, Light Weight Concrete Fill	\$30
Petrographic Analysis	quote
Portland Cement Concrete Mix Design with trial batch testing	\$2500

STRUCTURAL MASONRY

CMU Compressive Strength, per prism	
8x16x8, under 400,000 lbs	\$100
8x16x16, under 400,000 lbs	\$140
CMU Compressive Strength, single block	
larger than 8x8x16	\$60
less than/equal to 8x8x16	\$50
Efflorescence, Block with Mortar, per unit	\$40
Efflorescence, Block only, per unit	\$40
CMU Compressive Strength, coupons, w/prep	\$55
Linear Shrinkage, per unit	\$200
Shear Test, cores, w/o sample prep.	\$80
Compressive Strength, cores	\$50
CMU Unit Weight and Absorption, 3 units	\$150
DSA CMU Conformance Suite (ASTM C140)	
Includes: Dimension, Compressive Strength, Absorption, Unit Weight, Moisture Content, 3 unit set	\$450
Mortar Compressive Strength	
2x4, per cylinder fabricated	\$20
Grout Compressive Strength	
2x2x2, per cube fabricated	\$20
3x3x6, per cube fabricated	\$20
Brick Compressive Strength, 5 brick set	\$200
Brick Absorption Test (ASTM C67)	
5 or 24-hour submersion, 5 brick set	\$200
1, 2, or 5-hour boiling, 5 brick set	\$200
Efflorescence, Brick, 5 brick set	\$200
Modulus of Rupture, 5 brick set	\$150
Moisture As-Received, 5 brick set	\$125
Saturation Coefficient/Absorption, 5 brick set (requires 24 hr. Submersion and 5 hr, boil Absorption test prior to calculation)	\$100

STRUCTURAL STEEL

High Strength Bolt Testing (ASTM F606)	
Hardness, bolt, washer, or nut, each	\$20
Bolt Wedge Test, each	\$50
Bolt Proof Testing, each	\$40
Nut Proof Load, each	\$30
Set-Up, charged for each size if less than three bolts of each size are submitted	\$80
Rebar/Tendon, Tensile Test	
No. 11 bar and smaller	\$50
No. 14 and larger	\$100
Rebar, Bend Test	
No. 11 bar and smaller	\$50
No. 14 bar and Larger	\$100
Mechanically Spliced or Welded Rebar	
No. 11 bar and smaller	\$75
No. 14 and larger	\$125
Structural Steel, Tensile Test	
200k or less	\$80
Structural Steel, Bend Test	\$60
Structural Steel, Pipe Flattening Test	\$40

FIREPROOFING

Spray-Applied Fireproofing, Density	
Oven-Dry Method	\$40
Displacement Method	\$40

ROOFING

Asbestos Evaluation, per ply	\$50
Asphalt Softening Point	quote
Roofing Material Analysis	
with Surfacing	quote
without Surfacing	quote
Roofing Tile, Absorption, set of 5	\$200
Roofing Tile, Strength, set of 5	\$200